

2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 11-Jun-2018	4. REQUISITION/PURCHASE REQ. NO. 1300719022	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PORT HUENEME DIVISION	CODE N63394	7. ADMINISTERED BY (If other than Item 6) DCMA LOS ANGELES	CODE S0512A

4363 Missile Way, BLDG 1217  
Port Hueneme CA 93043-4307  
ciara.allison@navy.mil 805-228-8807

16111 Plummer Street, Building 10, 2nd Floor  
North Hills CA 91343-2036

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) JSL Technologies, Inc. 1701 Pacific Avenue, Suite 270 Oxnard CA 93033	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-10-D-6124 / N6339418F3001 10B. DATED (SEE ITEM 13) 01-Nov-2017
CAGE CODE 56L11      FACILITY CODE	[X]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D Thompson, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Michael D Thompson (Signature of Contracting Officer)	11-Jun-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 2 of 2	FINAL
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## GENERAL INFORMATION

The purpose of this modification is to provide incremental funding in the amount of \_\_\_\_\_ via the following PRs:

PR # 1300719022

PR # 1300718484

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \_\_\_\_\_ by \_\_\_\_\_

CLIN/SLIN	Type Of Fund	From (\$)
7000AX	O&MN,N	0.00
7000AY	O&MN,N	0.00
9000AX	O&MN,N	0.00

The total value of the order is hereby increased from \_\_\_\_\_ .

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000AA			
7000AX			
7000AY			
9000AA			
9000AX			

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

CLIN/SLIN	From	To
7000AX		12/1/2017 - 11/30/2018
7000AY		12/1/2017 - 11/30/2018
9000AX		12/1/2017 - 11/30/2018
9000AY		12/1/2017 - 11/30/2018

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 1 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

**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		Base Period Labor: Provide Maintenance, Modernization, and Installation Technical and Logistics Services; Configuration Status Accounting (CSA) Support; Configuration Management (CM) Change Control Support; and Test Development Director Support to the Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) in accordance with (IAW) Section C - Statement of Work (SOW). See Note (A).					
7000AA	R425	Holding SLIN for CLIN 7000. (Fund Type - TBD)					
7000AB	R425	FUNDING DOC: 1300677571 APPN: OMN Modernization and Logistics services SECTION C PARA: 5.1, 5.1.1, 5.1.2, 5.1.3, 5.3 (O&MN,N)					
7000AC	R425	FUNDING DOC: 1300677493 APPN: OMN Modernization and Logistics services SECTION C PARA: 5.1, 5.1.1, 5.1.2, 5.1.3, 5.1.8, 5.1.9 (O&MN,N)					
7000AD	R425	FUNDING DOC: 1300677973 APPN: OMN Modernization and Logistics services SECTION C PARA: 5.1 (O&MN,N)					
7000AE	R425	FUNDING DOC: 1300677745 APPN: OMN Modernization and Logistics services SECTION C PARA: 5.1, 5.1.1, 5.1.2, 5.1.3, 5.3 (O&MN,N)					
7000AF	R425	Funding Doc: 1300683324 APPN: OMN N6339418F3001-TI-0001 Section C PARA: 5.1 (O&MN,N)					
7000AG	R425	FUNDING DOC: 1300683237 APPN: OMN N6339418F3001-TI-0003 SECTION C PARA 5.1,5.1.1,5.1.2,5.1.3,5.1.8,5.1.9,5.1.10,5.1.11,5.1.13,5.1.14,5.1.15,5.1.16 N6339418F3001-TI-0003 (O&MN,N)					
7000AH	R425	FUNDING DOC: 1300683237 APPN: OMN N6339418F3001-TI-0003 SECTION C PARA 5.1,5.1.1,5.1.2,5.1.3,5.1.8,5.1.9,5.1.10,5.1.11,5.1.13,5.1.14,5.1.15,5.1.16 (O&MN,N)					
7000AJ	R425	PR# 1300693354 Funding Document N0002418WX03636 APPN: OPN WCD: 9/30/2020 (OPN)					
7000AK	R425	PR# 1300686608 Funding Document N0002418WX03637 APPN: OPN WCD 9/30/2020 (OPN)					
7000AL	R425	PR # 1300683324 Funding Document N0002418WX00745 APPN: OMN SOW PARA 5.1 (O&MN,N)					
7000AM	R425	PR#: 1300698333 APPN: OPN, FED: 09/30/2018, WCD: 09/30/2018 SECTION C PARA: 5.1.14 (OPN)					
7000AN	R425	PR#: 1300699087 Funding Doc: N0002418WX04478 APPN: OPN FED: 09/30/2020 WCD: 09/30/2020 Para 5.1 TI-0005 (OPN)					
7000AP	R425	PR#: 1300699820 Funding Doc: N0002418WX00745 APPN: OMN FED: 09/30/2018 WCD: 09/30/2018 10 U.S.C.2410a authority is being invoked SOW PARA 2 (O&MN,N)					
7000AQ	R425	PR#: 1300699820 Funding Doc: N0002418WX00745 APPN: OMN FED: 09/30/2018 WCD: 09/30/2018 10 U.S.C.2410a authority is being invoked SOW PARA 2 (O&MN,N)					
7000AR	R425	PR # 1300699924 Funding Doc: N0002418WX00745 APPN: OMN FED: 09/30/2018 10 U.S.C.2410a authority is being invoked. SOW Para 5.1 (O&MN,N)					
7000AS	R425	PR#: 1300707391 FUND DOC N0002418WX02113 APPN: OMN FED: 09/30/2018 WCD: 09/30/2018 (O&MN,N)					
7000AT	R425	PR#: 1300708884 FUND DOC: N0002418WX03737 APPN: OPN FED: 09/30/2020 WCD: 09/30/2020 SOW PARA 5.1 AND 5.3 (OPN)					
7000AU	R425	PR#: 1300699087 Funding Doc: N0002418WX04478 APPN: OPN FED: 09/30/2020 WCD: 09/30/2020 Para 5.1 TI-0005 (OPN)					
7000AV	R425	PR#: 1300718453 FUND DOC N0002418WX00745 APPN: OMN FED: 09/30/2018 WCD: 09/30/2018 10 U.S.C. 2410a AUTHORITY IS BEING INVOKED SOW PARAS 5.1, 5.1.1, 5.1.2, 5.1.3, 5.1.8, 5.1.9, 5.1.10, 5.1.11, 5.1.13, 5.1.14, 5.1.15, 5.1.16 (O&MN,N)					
7000AW	R425	PR#: 1300719238 FUND DOC N0002418WX00745 APPN: OMN FED: 09/3/2018 WCD: 09/30/2018 SOW PARAS 5.00 TI-BASE-0001-R4 (O&MN,N)					
7000AX	R425	PR#: 1300719022 FUND DOC N0002418WX00745 APPN: OMN FED: 09/30/2018 10 U.S.C. 2410a AUTHORITY IS BEING INVOKED SOW PARAS 4.00 through 5.00 (O&MN,N)					

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 2 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000AY	R425	PR#: 1300718484 FUND DOC N0002418WX02113 APPN: OMN FED: 9/30/18 WCD: 9/30/18 10 U.S.C.2410(a) authority is being invoked Para 5.1 AND 5.3 (O&MN,N)	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7075		Data/Technical Data Requirements IAW SOW Paragraph(s) 5.1 through 5.4.2 CDRL(s) A001 through A008, and applicable Data Item Description(s) (DID(s)). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013(b)(1), unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The cost for all data/tech data generated by the Contractor directly or indirectly in its performance of this procurement effort is included in the cost paid by the Government under CLIN 7000. See Note (D).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100		Option Period One Labor: Provide Maintenance, Modernization, and Installation Technical and Logistics Services; CSA Support; CM Change Control Support; and Test Development Director Support to the NSWC PHD IAW Section C - SOW. See Notes (A) and (B).					
7100AA	R425	Holding SLIN for CLIN 7100. (Fund Type - TBD)  Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7175		Data/Technical Data Requirements IAW SOW Paragraphs 5.1 through 5.4.2 CDRLs A001 through A008, and applicable DIDs. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013(b)(1), unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The cost for all data/tech data generated by the Contractor directly or indirectly in its performance of this procurement effort is included in the cost paid by the Government under CLIN 7100. See Note (D).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200		Option Period Two Labor: Provide Maintenance, Modernization, and Installation Technical and Logistics Services; CSA Support; CM Change Control Support; and Test Development Director Support to the NSWC PHD IAW Section C - SOW. See Notes (A) and (B).					

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 3 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200AA	R425	Holding SLIN for CLIN 7200. (Fund Type - TBD)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7275		Data/Technical Data Requirements IAW SOW Paragraph(s) 5.1 through 5.4.2 CDRL(s) A001 through A008, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013(b)(1), unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The cost for all data/tech data generated by the Contractor directly or indirectly in its performance of this procurement effort is included in the cost paid by the Government under CLIN 7200. See Note (D).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300		Option Period Three Labor: Provide Maintenance, Modernization, and Installation Technical and Logistics Services; CSA Support; CM Change Control Support; and Test Development Director Support to the NSWC PHD IAW Section C - SOW. See Notes (A) and (B).					
7300AA	R425	Holding SLIN for CLIN 7300. (Fund Type - TBD)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7375		Data/Technical Data Requirements IAW SOW Paragraph(s) 5.1 through 5.4.2 CDRL(s) A001 through A008, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013(b)(1), unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The cost for all data/tech data generated by the Contractor directly or indirectly in its performance of this procurement effort is included in the cost paid by the Government under CLIN 7300. See Note (D).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400		Option Period Four Labor: Provide Maintenance, Modernization, and Installation Technical and Logistics Services; CSA Support; CM Change Control Support; and Test Development Director Support to the NSWC PHD IAW Section C - SOW. See Notes (A) and (B).					

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 4 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400AA	R425	Holding SLIN for CLIN 7400. (Fund Type - TBD)  Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		Other Direct Costs (ODCs) in support of CLIN 7000. See Note (C).			
9000AA	R425	Holding SLIN for CLIN 9000. (Fund Type - TBD)	1.0	LO	
9000AL	R425	ODC in support of CLIN 7000 (O&MN,N)	1.0	LO	
9000AP	R425	ODC in support of CLIN 7000 Funding Doc: N0002418WX00745 APPN: OMN FED: 09/30/2018 WCD: 09/30/2018 10 U.S.C.2410a authority is being invoked SOW PARA 2 (O&MN,N)	1.0	LO	
9000AQ	R425	ODC in support of CLIN 7000 Funding Doc: N0002418WX00745 APPN: OMN FED: 09/30/2018 WCD: 09/30/2018 10 U.S.C.2410a authority is being invoked SOW PARA 2 (O&MN,N)	1.0	LO	
9000AX	R425	ODC in support of CLIN 7000 FUND DOC N0002418WX00745 APPN: OMN FED: 09/30/2018 10 U.S.C. 2410a AUTHORITY IS BEING INVOKED SOW PARAS 4.00 through 5.00 (O&MN,N)	1.0	LO	
9000AY	R425	ODC in support of CLIN 7000 (O&MN,N)	1.0	LO	
9100		ODCs in support of CLIN 7100. See Note (C).			
9100AA	R425	Holding SLIN for CLIN 9100. (Fund Type - TBD)  Option	1.0	LO	
9200		ODCs in support of CLIN 7200. See Note (C).			
9200AA	R425	Holding SLIN for CLIN 9200. (Fund Type - TBD)  Option	1.0	LO	
9300		ODCs in support of CLIN 7300. See Note (C).			
9300AA	R425	Holding SLIN for CLIN 9300. (Fund Type - TBD)  Option	1.0	LO	
9400		ODCs in support of CLIN 7400. See Note (C).			
9400AA	R425	Holding SLIN for CLIN 9400. (Fund Type - TBD)  Option	1.0	LO	

NOTE	APPLICABLE CLIN(s)
(A) For labor items, man-hours to perform requirements of the SOW provided for the period of performance (PoP) in Section F. <b>HQ B-2-0015 ALT I -- PAYMENT OF FEE(S) (LEVEL OF EFFORT) -- ALTERNATE I (NAVSEA) (MAY 2010)</b> applies to these items.	7000, 7100, 7200, 7300, 7400
(B) Option Item to which the Option clause in Section I applies and which is to be supplied only if and to the extent that said Option is exercised.	7100, 7200, 7300, 7400 9100, 9200, 9300, 9400
(C) ODC CLINs are Cost Only.	9000 through 9400
(D) Data/Technical Data Requirements are Not Separately Priced (NSP).	7075, 7175, 7275, 7375, 7475

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 5 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

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

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

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

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

CLIN	CLIN TYPE
7000, 7100, 7200, 7300, 7400	CPFF
7075, 7175, 7275, 7375, 7475	NSP
9000 through 9400	COST ONLY

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 6 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **1 BACKGROUND**

1.1 Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD) is the designated In-Service Engineering Agent (ISEA) for the Aegis Combat System (ACS), which consists of the Aegis Weapon System (AWS) and associated weapons systems that are integrated to various degrees with the AWS, as well as several non-Aegis combat systems and weapons systems such as MK 74 and MK 92. Additionally, NSWC PHD is the designated ISEA for several of the individual combat system elements. Within NSWC PHD, the Air Dominance Department is the largest department and is the Combat Systems ISEA for Aegis, Griffin Missile System (GMS), MK 41 and MK 57 Vertical Launching System (VLS) variants, Standard Missile, Cooperative Engagement Capability (CEC), and is Weapons System ISEA for certain AWS and non-AWS elements. NSWC PHD is a field activity of Naval Sea Systems Command (NAVSEA).

The Air Dominance Department executes CM, engineering, technical, logistics and leadership functions to conduct the ISEA mission. The customer organizations served by the Department include the ships of the U.S. Navy, U.S. Navy shore activities, training commands, the navies of allied nations purchasing ISEA services, and industry partners.

### **2 SCOPE**

2.1 This Task Order shall provide Modernization and Installation and Logistics Services to support the Air Dominance Department's ISEA mission. Services necessary to support the Department's fleet modernization and installation mission primary focus on AWS, ACS, certain Non-Aegis United States Navy (USN), New Construction Ships and Foreign Military Sales (FMS) Customers, and include the tasks in Statement of Work (SOW) Paragraphs 5.1 through 5.4. Installation and Logistics Services tasks include: ship change documentation processing and submission, identification of support material related to installations, ORDALT kit inventory, analyze and update ship/site databases to reflect new configurations resulting from modernization installations, validate ship/site configuration matches onboard allowance items and technical documentation, and identify any shortfalls in ship/site onboard support items as compared to its configuration. Services required include the documentation, delivery, status, and verification of logistical support. Services require access to Government information technology (IT) networks and resources.

2.1.1 Modernization and Installation and Logistics Services shall be required at shore sites, training commands, land based test facilities, shipyards, and aboard ships in ports and at sea for the U.S., Allied Nations, and FMS customers. The ships and sites listed below are representative of the major locations at which the work of this Task Order may be carried out. This is not an exclusive list.

2.1.1.1 NSWC Port Hueneme, CA

2.1.1.2 U.S. Naval Shipyards

2.1.1.3 U.S. Naval Weapon Stations

2.1.1.4 ARLEIGH BURKE (DDG 51) Class Destroyers



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 7 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

- 2.1.1.5 GERALD R FORD (CVN 78) Class Aircraft Carriers
- 2.1.1.6 NIMITZ (CVN 68) Class Aircraft Carriers
- 2.1.1.7 OLIVER HAZARD PERRY (FFG 7) Class Frigates
- 2.1.1.8 PATROL COASTAL (PC) Class Ships
- 2.1.1.9 SAN ANTONIO (LPD 17) Class Amphibious Ships
- 2.1.1.10 SEA FIGHTER (FSF 1) Fast Sea Frame
- 2.1.1.11 TICONDEROGA (CG 47) Class Cruisers
- 2.1.1.12 ZUMWALT (DDG 1000) Class Destroyers
- 2.1.1.13 BERTHOLF (WMSL 750) Class Coast Guard Cutters
- 2.1.1.14 Future Integrated Deepwater Project Coast Guard Cutters
- 2.1.1.15 FREEDOM (LCS 1) and INDEPENDENCE (LCS 2) Class Littoral Combatants
- 2.1.1.16 Flight 1 and Further Development Littoral Combat Ships
- 2.1.1.17 Israeli LCS Variant Ships
- 2.1.1.18 Other FMS LCS Variant Ships
- 2.1.1.19 Australian HOBART Class Air Warfare Destroyers
- 2.1.1.20 Japanese KONGO (DDG 173) and ATAGO (DDG 177) Class Destroyers
- 2.1.1.21 Norwegian FRIDTJOF NANSEN (F 310) Class Frigates
- 2.1.1.22 South Korean KING SEJONG THE GREAT (DDG 991) Class KDX-III Destroyers
- 2.1.1.23 Spanish ALVARO DE BAZAN (F 100) Class Frigates
- 2.1.1.24 Ex-USS KIDD (DDG 993) Class Destroyers of the Taiwan Navy
- 2.1.1.25 As-Yet Unidentified U.S. and FMS Customer Sites and Ships
- 2.1.1.26 Shore Sites, Depots, Shipyards, and Training Facilities
- 2.1.1.27 Combat System Test Sites
- 2.1.1.28 U.S. Support Facilities Overseas

### **3 APPLICABLE DOCUMENTS**

- 3.1 SL720-AA-MAN-030 Navy Modernization Process Management and Operational Manual (NMP-MOM) (Latest Version)
- 3.2 AEGISINST 3960.3 Designation and Responsibilities of Aegis Program Test Development Directors (Latest Version)

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 8 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

- 3.3 AEGISTECHREPINST 5200.30 Industrial Test Procedure Development (Latest Version)
- 3.4 COMFLTFORCOMINST 4790.3 Joint Fleet Maintenance Manual (JFFM) (Latest Version)
- 3.5 MIL-STD-1662C (OS) Preparation of Ordinance Alteration (ORDALT) Instructions (Latest Version)
- 3.6 MIL-STD-2106 (NAVY) Development of Shipboard Industrial Test Procedures (Latest Version)
- 3.7 NAVSEA 3070.1 Operations Security (OPSEC) Manual (Latest Version)
- 3.8 NAVSEA 3960.2 Test and Evaluation (Latest Version)
- 3.9 NAVSEA 4000.7 Implementation of Performance Based Logistics (Latest Version)
- 3.10 NAVSEA 4105.1 Independent Logistics Assessments (ILA) (Latest Version)
- 3.11 NAVSEA 4130.12B CM Policy and Guidance (Latest Version)
- 3.12 NAVSEA 4130.6 ORDALT Instruction Control Procedures (Latest Version)
- 3.13 NAVSEA 4130.9 Configuration Control Procedures for Preparation and Implementation of ORDALTS (Latest Version)
- 3.14 NAVSEA 4160.3 Technical Manual Management Program (TMMP) (Latest Version)
- 3.15 NAVSEA 4423.4 Installation and Check-Out (I&C) Material Acquisition and Management (Latest Version)
- 3.16 NAVSEA 4700.11 Trials, Acceptance, Commissioning, Fitting Out, Shakedown and Post Shakedown Availability of U.S. Naval Ships Undergoing Construction, Conversion and Modernization (Latest Version)
- 3.17 NAVSEA 4720.11C Shipboard Installations and Modifications Performed by Alteration Installation Teams (Latest Version)
- 3.18 NAVSEA DWG 802-6215563, Testing Index and Test Numbering System for DDG 51 and Follow Ships (Latest Version)
- 3.19 NAVSEA Technical Specification 9090-310 Alterations to Ships Accomplished by Alteration Installation Teams (Latest Version)
- 3.20 NAVSEA Technical Specification 9090-700D Ship Configuration and Logistics Support Information System (SCLSIS) (Latest Version)
- 3.21 NAVSEA Test Procedure Preparation Directive T9050-AA-DIR-010/AEGIS (Latest Version)
- 3.22 NAVSEA Total Ship Test Program Manual, S9095-AD-TRQ-010/TSTP (Latest Version)
- 3.23 NAVSEAINST 4790.1B ESWBS and HSC for Ships (Latest Version)

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 9 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

3.24 NAVSEAINST 4790.4B Equipment Identification Codes (Latest Version)

3.25 NAVSEAINST 4790.8 (Series) Ships' Maintenance and Material Management (3-M) (Latest Version)

3.26 OPNAVINST 4700.7 Maintenance Policy for U.S. Navy Ships (Latest Version)

3.27 PEOIWSINST 4130.1B Program Executive Office (PEO) for Integrated Warfare Systems (IWS) Enterprise Configuration Control Process (Latest Version)

3.28 NAVSEA, NSWC PHD, and other applicable instructions, directives, policies, regulations and standard operational procedures (SOPs) as prescribed by a Technical Instruction (TI)

## **4 GENERAL REQUIREMENTS**

### 4.1 General Requirements and Deliverables

4.1.1 The Contractor shall prepare the following data deliverables as required during Task Order performance. Note that CDRLs A001 through A005 are general requirements that apply to all services provided under this SOW; CDRLs A006 through A008 only apply to the tasks in SOW Paragraphs 5.1 through 5.4.2 where specifically referenced.

4.1.1.1 A management report for all services provided under SOW Paragraphs 5.1 through 5.4.2 IAW CDRL A001.

4.1.1.2 A financial report for all services provided under SOW Paragraphs 5.1 through 5.4.2 IAW CDRL A002.

4.1.1.3 An accident/incident report for significant injury/damages caused/encountered while providing services under SOW Paragraphs 5.1 through 5.4.2 IAW CDRL A003.

4.1.1.4 A security list for all services provided under SOW Paragraphs 5.1 through 5.4.2 IAW CDRL A004.

4.1.1.5 An emergency muster report for all services provided under SOW Paragraphs 5.1 through 5.4.2 IAW CDRL A005.

4.1.1.6 Weekly input reports for individuals performing tasking under SOW Paragraphs 5.1 through 5.4.2 IAW CDRL A006, applicable as identified in the SOW tasking.

4.1.1.7 Trip reports for travel requirements in support of tasking performed under SOW Paragraphs 5.1 through 5.4.2 IAW CDRL A007, applicable as identified in the SOW tasking.

4.1.1.8 Meeting minutes for services provided in support of tasking under SOW Paragraphs 5.1 through 5.4.2 IAW CDRL A008, applicable as identified in the SOW tasking.

4.1.2. Travel shall be required for the performance of tasking. Travel requirements associated with the services performed under the SOW will be further defined after Task Order award through TIs.

4.1.2.1 Expected annual travel:

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 10 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

<b>Location</b>	<b>Trips</b>	<b>Travelers</b>	<b>Days</b>
San Diego, CA	2	1	4
San Diego, CA	2	1	5
San Diego, CA	2	2	5
Norfolk, VA	4	1	5
Mayport, FL	8	1	5
Pearl Harbor, HI	10	1	5
Pascagoula, MS	1	1	5
Bath, ME	1	1	4
Moorestown, NJ	1	1	4
Rota, Spain	8	1	5
Yokosuka, Japan	10	1	7
Washington, D.C.	2	2	5
Port Hueneme, CA	1	1	5

## **5 SPECIFIC REQUIREMENTS**

5.1 The Contractor shall provide analytical and logistics services for the planning and management of Change Control and CM during New Construction, Modernization, and Maintenance in support of ACS availabilities.

5.1.1 The Contractor shall analyze data and develop functional area presentations, status presentations, white papers, graphs, metrics, and charts.

5.1.2 The Contractor shall collect and analyze data to develop and update SOP documents.

5.1.3 The Contractor shall maintain and update databases.

5.1.4 The Contractor shall develop logistics and supply product data queries, logistics statements, database architectural business rules, graphical user interfaces (create), data dictionaries, and data guides. Graphical user interfaces shall utilize Microsoft Office Suite software and Visual Basic for Applications (VBA). Development of such capabilities will be accomplished jointly with Government and Contractor personnel working on development and implementation teams.

5.1.5 The Contractor shall provide Logistics Management Services to perform assessments and provide database update for sight validation documentation status, material status and test equipment status at NSWC PHD, Naval Station (NAVSTA) Norfolk, VA; NAVSTA Mayport, FL; NAVSTA Pearl Harbor, HI; NAVSTA Everett, WA; Naval Base San Diego, CA; NAVSTA Rota Spain; Ship Repair Facility (SRF) Yokosuka, Japan, Pascagoula, MS, and Bath, ME, as required by TI. The Contractor shall provide Weekly Input IAW CDRL A006, and Trip Reports IAW CDRL A007. Access to U.S. Naval Ships is required.

5.1.6 The Contractor shall transport non-hazardous materials between storage, warehouse, and Waterfront activities, in support of Waterfront events, utilizing Government or Contractor furnished lift equipment and 1-ton or less sized vehicles. The Contractor shall provide Weekly

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 11 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Input IAW CDRL A006, and Trip Reports IAW CDRL A007. Access to U.S. Naval Ships is required.

5.1.7 The Contractor shall provide asset management for end user items in Naval Base San Diego, CA and NAVSTA Norfolk, VA, utilizing Government or Contractor furnished lift equipment. The Contractor shall provide Weekly Input IAW CDRL A006.

5.1.8 The Contractor shall conduct advance planning, CM, maintenance planning, and metric development for ship installations.

5.1.9 The Contractor shall review, update, maintain, and document electronic maintenance and modernization files for Ship Availabilities.

5.1.9.1 The Contractor shall document installation requirements including material, support, and manpower elements for Ship Availabilities.

5.1.10 The Contractor shall document Installation Plan of Action and Milestones (POA&M) for Alteration Installation Team (AIT) installations.

5.1.11 The Contractor shall perform tasks contributing to the material management of installation materials.

5.1.12 The Contractor shall develop logistics and maintenance Configuration Management Plan (CMP) documents.

5.1.13 The Contractor shall conduct logistics planning and coordination for ship installations.

5.1.14 The Contractor shall monitor alteration fielding plans to ensure deliverables are provided IAW the availability planning milestones. The Contractor shall provide AIT workbooks, templates, and instructions. The Contractor shall develop AIT presentations, and update AIT information on the NSWC PHD Portal. The Contractor shall coordinate AIT audit meetings and prepare a Record of Meeting/Minutes Report IAW CDRL A008.

5.1.15 The Contractor shall update and maintain availability and modernization information on the NSWC PHD Portal as specified within TIs.

5.1.16 The Contractor shall track, update, format Combat Systems End of Availability Reports. The Contractor shall post final reports in applicable electronic folder on the NSWC PHD Portal.

5.2 The Contractor shall provide CM services to perform CSA.

5.2.1 The Contractor shall verify combat systems configuration and logistics support data integrity for Configuration Data Manager's Database-Open Architecture (CDMD-OA) and Navy Data Environment (NDE) databases.

5.2.2 The Contractor shall perform research on CDMD-OA and NDE databases and provide data extracts.

5.2.3 The Contractor shall research & analyze configuration data to develop, and submit configuration work files for Chief of Naval Operations (CNO) availabilities and Windows of Opportunity (WOO).

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 12 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

5.2.4 The Contractor shall execute configuration close-outs of installed alterations in NDE and CDMD-OA.

5.2.5 The Contractor shall provide Weekly Input for all tasking performed in SOW Paragraphs 5.2.1 through 5.2.3 IAW CDRL A006.

5.3 The Contractor shall provide CM services to perform CM Change Control.

5.3.1 The Contractor shall distribute the following documents to Logistics Element Managers (LEMs) and Engineering groups for review: Ship Change Document (SCD), Engineering Change Proposals (ECPs), Technical Data Packages (TDPs), TDP Liaison Action Records (LARs), Advance Change/Study Notices (ACSNs), and Change Control Board Directives (CCBD) from PEO IWS for ORDALTs and Ship Alterations (SHIPALTs).

5.3.1.1 The Contractor shall perform tasking to facilitate ECP reviews for SHIPALTs and ORDALTs.

5.3.1.2 The Contractor shall consolidate review comments and forward to technical Point of Contact (POC).

5.3.2 The Contractor shall initiate SCD by performing data entry in the Entitled Process (EP) Module in NDE for SHIPALTs and ORDALTs.

5.3.3 The Contractor shall facilitate reviews for ORDALT instructions.

5.3.3.1 The Contractor shall coordinate and route the Final ORDALT Instructions (FOIs) for signature approval.

5.3.3.2 The Contractor shall post in the applicable electronic folder, update hard copy reference file and distribute final ORDALTs for AWS Alterations.

5.3.4 The Contractor shall prepare and distribute Integrated Logistics Support (ILS) certification forms for AWS, MK 41/MK 57 VLS, and GMS.

5.3.4.1 The Contractor shall coordinate review of ILS Certification forms.

5.3.4.2 The Contractor shall prepare and submit Interim and Final Certification requests for ILS Certification forms.

5.3.4.3 The Contractor shall track, maintain, and update logistics certification status for alterations in databases.

5.3.5 The Contractor shall draft Ship Availability Work Packages, Push-to-Pull Reports, Integrated Logistics Support Management Team (ILSMT) Status Presentations, and Modernization Charts for Operation Cycle (OPCYCLE) planning.

5.3.6 The Contractor shall provide Weekly Input for all tasking performed in SOW Paragraphs 5.3.1 through 5.3.5 IAW CDRL A006.

5.4 The Contractor shall provide engineering service for the Test Development Director Support.

5.4.1 The Contractor shall track and provide status updates for test procedure development

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 13 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

towards meeting testing milestones. The Contractor shall provide Trip Reports IAW CDRL A007.

5.4.2 The Contractor shall review test procedures for conformance against applicable test development reference documents.

## 6. ACRONYMS

The following acronyms appear in this Task Order or may be encountered in this Solicitation or in the performance of this Task Order. This is not an exhaustive list. Acronyms that may not be defined in the body of the requirement are defined here. Not all acronyms and abbreviations shown below may be used in this SOW.

<b>Acronyms and Abbreviations Acronym</b>	<b>Definition</b>
ACS	Aegis Combat System
ACSN	Advanced Change/Study Notices
AIT	Alteration Installation Teams
AWS	Aegis Weapons System
CCBD	Configuration Change Control Board
CDMD-OA	Configuration Data Manager's Database-Open Architecture
CDRL	Contract Data Requirements List
CEC	Cooperative Engagement Capability
CM	Configuration Management
CMP	Configuration Management Plan
CNO	Chief of Naval Operations
COMSEC	Communications Security
COR	Contracting Officer's Representative
CPARS	Contractor Performance Assessment Reporting System
CSA	Configuration Status Accounting
DCAA	Defense Contract Audit Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DID	Data Item Description
DoD	Department of Defense
DoDAAC	Department of Defense Activity Address Code
DoN	Department of the Navy
DRPM	Direct Reporting Program Manager
DSS	Defense Security Service
DUNS	Data Universal Numbering System
ECP	Engineering Change Proposal
EP	Entitled Process
FAR	Federal Acquisition Regulation
FGI	Foreign Government Information
FOI	Final ORDALT Instruction
FOIA	Freedom of Information Act

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 14 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

FOUO	For Official Use Only
FMS	Foreign Military Sales
FSC	Federal Supply Class
FTE	Full Time Employee
GAO	Government Accountability Office
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFP	Government Furnished Property
GIDEP	Government-Industry Data Exchange Program
GMS	Griffin Missile System
GOCO	Government Operated Contractor Owned
HAZMAT	Hazardous Material
HAZWASTE	Hazardous Waste
IA	Information Assurance
ILS	Integrated Logistics Support
ILSMT	ILS Management Team
IPT	Integrated Product Team
ISEA	In-Service Engineering Agent
ISOPREP	Isolated Personnel Report
LAR	Liaison Action Record
LEM	Logistics Element Manager
NAVSEA	Naval Sea Systems Command
NBVC	Naval Base Ventura County
NDA	Non-Disclosure Agreement
NDE	Navy Data Environment
NMCI	Navy Marine Corps Intranet
NMP	Navy Modernization Process
NSWC PHD	Naval Surface Warfare Center Port Hueneme Division
OCI	Organizational Conflict of Interest
OPCYCLE	Operation Cycle
OPSEC	Operations Security
ORDALT	Ordnance Alteration
PCO	Procuring Contracting Officer
PDF	Portable Document Format
PEO IWS	Program Executive Office for Integrated Warfare Systems
PEO Ships	Program Executive Office for Ships
PHD	Port Hueneme Division
POA&M	Plan of Action and Milestones
POC	Point of Contact
PoP	Period of Performance
PPIRS	Past Performance Information Retrieval System
SCD	Ship Change Document
SHIPALT	Ship Alteration



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 15 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SOW	Statement of Work
SCI	Sensitive Compartmented Information
SOFA	Status of Forces Agreement
SSN	Social Security Number
TDP	Technical Data Package
TEC	Total Evaluated Cost
USN	United States Navy
VBA	Visual Basic for Applications
VFA	Visiting Forces Agreements
VLS	Vertical Launching System
WAWF	Wide Area Workflow
WOO	Window of Opportunity

## **7 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

7.1 Pursuant to the requirements of NMCARS 5237.102-90 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA), the Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this Task Order for NSWC PHD via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the PoP during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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

#### **HQ C-1-0001 ITEM(S) 7075, 7175, 7275, 7375, 7475 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared IAW the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, attached hereto.

#### **HQ C-1-0008 ITEM(S) 7000, 7100, 7200, 7300, 7400 - SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)**

- (a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) IAW FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.
- (c) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 16 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater than or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

#### **HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)**

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

#### **HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005)**

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2 (series) in effect on the date of this contract or agreement.

(b) If the Contractor requires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in Paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and IAW applicable security regulations and instructions.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 17 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default IAW the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 18 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in Paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

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

(a) Performance of this contract by the Contractor shall be conducted and performed IAW detailed obligations to which the Contractor committed itself in Proposal TBD dated TBD in response to NAVSEA Solicitation No. N6339417R3017.

(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.

\*TBD – To be determined by Offeror and completed at proposal submission.

#### **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.

(3) 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:

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 19 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(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 IAW the procedures provided for in the "CHANGES" clause of this contract.

NOTE: Government Furnished Information (GFI) to be identified/provided with individual Technical Instructions (TIs).

#### **HQ C-2-0038 PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

#### **HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract IAW the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

#### **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

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 20 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

file room management services are acquired will contain a requirement that:

- (1) The support contractor not disclose any information;
  - (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
  - (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
  - (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.
- (c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.
- (d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the Government.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 21 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

### **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 (NISPO), DOD5220-22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

### **HQ D-2-0003 ADDITIONAL MARKING REQUIREMENTS FOR FMS ITEMS (NAVSEA) (SEP 1992)**

(a) The following identifying marks shall appear on the outside of each box, parcel and/or crate and all shipping papers included in each shipment: "NAVY FMS CASE REQUISITION NO. ITEM DESCRIPTION."

If a consolidated shipment of several items in one container is forwarded, add to the above information "CONSOLIDATED SHIPMENT, CONTAINS ITEMS".

(b) The inscription "UNITED STATES OF AMERICA" shall be affixed in a suitable size indelible stencil, label or printed form on all external shipping containers or the exterior surface of uncrated items.

(c) All invoices, correspondence, reports and other documents shall be identified with the appropriate FMS case designator, requisition number(s), and item description(s).

### **HQ D-2-0004 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)**

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done IAW applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished IAW the following:

(1) Parts shall be marked IAW generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

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

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

- (1) name and business address of the Contractor
- (2) contract number/task order number

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 22 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(3) contract dollar amount

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

(5) sponsor:

Wendy Doman, COR (Name of Individual Sponsor)

NSWC PHD (Name of Requiring Activity)

Port Hueneme, CA (City and State)



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 23 of 67	FINAL
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## **SECTION E INSPECTION AND ACCEPTANCE**

### **1.0 TASK ORDER INSPECTION AND ACCEPTANCE PROCEDURES**

1.1 The Contractor's performance in each of the task areas of SOW will be continually monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the Contractor's CPARS evaluation, which is accomplished on an annual basis. The evaluation will be based on Contractor performance during the previous period. The primary Government official responsible for monitoring Contractor performance is the Contracting Officers Representative (COR) for the contract. Other Government individuals having information relevant to the quality of Contractor performance may assist the COR, as necessary.

1.2 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, formal In-Progress Reviews, and general contacts with the Contractor.

1.3 Contractor performance will be evaluated in five general areas.

1.3.1 A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory (as defined in Table 42-1 @ FAR 42.1503) will be assigned to each area.

1.3.2 These general areas are described below. The items identified under each area represent the types of considerations to be addressed. This should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

1.3.2.1 Quality of Product or Service – Addresses the extent to which the Contractor

1.3.2.1.1 Met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well-coordinated with all related managers and personnel, and presented in concise and understandable format);

1.3.2.1.2 Employed methods and approaches to ensure fully successful performance;

1.3.2.1.3 Consistently conveyed his intended approach clearly and completely to ensure that there were no surprises;

1.3.2.1.4 Was proactive and demonstrated initiative;

1.3.2.1.5 Remained flexible to internal or external changes;

1.3.2.1.6 Was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective; and

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 24 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

1.3.2.1.7 Services are provided in a professional unbiased manner.

1.3.2.2 Schedule – Addresses the extent to which the Contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his representative.

1.3.2.3 Cost Control – Addresses the Contractor’s overall effectiveness in controlling both direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

1.3.2.4 Business Relations – Addresses the responsiveness of the Contractor’s upper-level management to Government concerns and needs, the effectiveness of the Contractor’s management interface with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government on both technical and management issues.

1.3.2.5 Management of Key Personnel – Addresses the overall quality of the Contractor’s team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the Contractor’s efforts to retain or attract qualified personnel.

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

#### **HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (CLIN 7075, OPTION CLINs 7175, 7275, 7375, 7475)**

Inspection and acceptance of all data shall be as specified on the attached CDRLs, DD Form 1423.

#### **HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES (CLIN 7000, OPTION CLINs 7100, 7200, 7300, and 7400)**

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

Note: Section J, Exhibit A provides CDRL details and associated DIDs.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 25 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	12/1/2017 - 11/30/2018
7000AB	12/1/2017 - 11/30/2018
7000AC	12/1/2017 - 11/30/2018
7000AD	12/1/2017 - 11/30/2018
7000AE	12/1/2017 - 11/30/2018
7000AF	12/1/2017 - 11/30/2018
7000AG	12/1/2017 - 11/30/2018
7000AH	12/1/2017 - 11/30/2018
7000AJ	12/1/2017 - 11/30/2018
7000AK	12/1/2017 - 11/30/2018
7000AL	12/1/2017 - 11/30/2018
7000AM	12/1/2017 - 11/30/2018
7000AN	12/1/2017 - 11/30/2018
7000AP	12/1/2017 - 11/30/2018
7000AQ	12/1/2017 - 11/30/2018
7000AR	12/1/2017 - 11/30/2018
7000AS	12/1/2017 - 9/30/2018
7000AT	12/1/2017 - 9/30/2018
7000AU	12/1/2017 - 11/30/2018
7000AV	12/1/2017 - 11/30/2018
7000AW	12/1/2017 - 11/30/2018
7000AX	12/1/2017 - 11/30/2018
7000AY	12/1/2017 - 11/30/2018
9000AA	12/1/2017 - 11/30/2018
9000AL	12/1/2017 - 11/30/2018
9000AP	12/1/2017 - 11/30/2018
9000AQ	12/1/2017 - 11/30/2018
9000AX	12/1/2017 - 11/30/2018
9000AY	12/1/2017 - 11/30/2018

## CLIN – DELIVERIES OR PERFORMANCE

Deliveries or performance shall be IAW Section F of the SeaPort-e Multiple Award IDIQ Contract and as described below. Exercise of any options depends upon the exercise of the options of the SeaPort-e Multiple Award Contract. Section J, Exhibit A provides CDRL details and associated DIDs.

Services to be performed hereunder will be provided at the following potential locations:

<b>Potential Delivery or Performance Locations</b>
Contractor's Site

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 26 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Port Hueneme, CA
San Diego, CA
Norfolk, VA
Mayport, FL
Pearl Harbor, HI
Pascagoula, MS
Bath, ME
Moorestown, NJ
Rota, Spain
Yokosuka, Japan
Washington, D.C.
Everett, WA

### **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:

<b>Item(s)</b>	<b>From</b>	<b>To</b>
CLIN 7000	1 DECEMBER 2017	30 NOVEMBER 2018
CLIN 7075	1 DECEMBER 2017	30 NOVEMBER 2018
CLIN 7100 (OPTION)	1 DECEMBER 2018	30 NOVEMBER 2019
CLIN 7175 (OPTION)	1 DECEMBER 2018	30 NOVEMBER 2019
CLIN 7200 (OPTION)	1 DECEMBER 2019	30 NOVEMBER 2020
CLIN 7275 (OPTION)	1 DECEMBER 2019	30 NOVEMBER 2020
CLIN 7300 (OPTION)	1 DECEMBER 2020	30 NOVEMBER 2021
CLIN 7375 (OPTION)	1 DECEMBER 2020	30 NOVEMBER 2021
CLIN 7400 (OPTION)	1 DECEMBER 2021	30 NOVEMBER 2022
CLIN 7475 (OPTION)	1 DECEMBER 2021	30 NOVEMBER 2022
CLIN 9000	1 DECEMBER 2017	30 NOVEMBER 2018
CLIN 9100 (OPTION)	1 DECEMBER 2018	30 NOVEMBER 2019
CLIN 9200 (OPTION)	1 DECEMBER 2019	30 NOVEMBER 2020
CLIN 9300 (OPTION)	1 DECEMBER 2020	30 NOVEMBER 2021
CLIN 9400 (OPTION)	1 DECEMBER 2021	30 NOVEMBER 2022

### **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 CDRLs, DD Form 1423.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 27 of 67	FINAL
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## **SECTION G CONTRACT ADMINISTRATION DATA**

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

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

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

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

ATTN: Wendy Doman  
Naval Surface Warfare Center Port Hueneme Division  
4363 Missile Way  
Port Hueneme, CA 93043-4367  
TEL: (805) 228-8226  
EMAIL: wendy.doman@navy.mil

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

ATTN: Michael Thompson, Contract Specialist  
Naval Surface Warfare Center Port Hueneme Division  
4363 Missile Way  
Port Hueneme, CA 93043-4367  
TEL: 805-228-7019  
EMAIL: michael.d.thompson4@navy.mil

ATTN: Rachel Harris, Contracting Officer  
Naval Surface Warfare Center Port Hueneme Division  
4363 Missile Way  
Port Hueneme, CA 93043-4367  
TEL: 805-228-0602  
EMAIL: rachel.harris2@navy.mil

#### **SPECIAL PAYMENT INSTRUCTIONS**

##### **252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)**

The payment office shall make payment using the ACRN funding of the line item being billed.

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

(a) Definitions. As used in this clause—

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

“Document type” means the type of payment request or receiving report available for creation in

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 28 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Wide Area WorkFlow (WAWF).

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

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

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

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

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

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

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

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

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

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the Contracting Officer: N63394.

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

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N63394
Admin DoDAAC	S0512A
Inspect By DoDAAC	N63394
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N63394
Service Acceptor (DoDAAC)	N63394
Accept at Other DoDAAC	N/A

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 29 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA724
Other DoDAAC(s)	N/A

(1) 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.

(2) 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: [wendy.doman@navy.mil](mailto:wendy.doman@navy.mil).

(g) WAWF POC.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF POC: [karen.dawley@navy.mil](mailto:karen.dawley@navy.mil).

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

Accounting Data

SLINID  
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7000AB  
LLA :  
AB 97X4  
FUNDING  
APPN: O  
Moderni  
SECTION

7000AC  
LLA :  
AC 97X4  
FUNDING  
APPN: O  
Moderni  
SECTION

7000AD  
LLA :  
AD 97X4  
FUNDING  
APPN: O  
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SECTION

7000AE  
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AE 97X4  
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CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 30 of 67	FINAL
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MOD P000  
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MOD P000

7000AF  
LLA :  
AF 97X49  
PR # 130  
Funding  
APPN: OM  
SOW PARA

7000AG  
LLA :  
AG 97X49  
FUNDING  
APPN: OM  
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7000AH  
LLA :  
AH 97X49  
FUNDING  
APPN: OM  
SECTION  
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7000AJ  
LLA :  
AJ 97X49  
PR# 1300  
Funding  
APPN: OF

7000AK  
LLA :  
AK 97X49  
PR# 1300  
Funding  
APPN: OF

7000AL  
LLA :  
AL 97X49  
PR # 130  
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APPN: OM  
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CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 31 of 67	FINAL
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MOD P000

7000AM  
LLA :  
AM 97X49  
PR#: 130  
FUNDING  
APPN: OF  
SECTION  
PARA: 5.

7000AN  
LLA :  
AN 97X49  
PR#: 130  
Funding  
APPN: OF  
Para 5.1

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7000AP  
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AQ 17818  
PR # 130  
Funding  
APPN: OM  
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LLA :  
AR 97X49  
PR#: 130  
FUND DOC  
APPN: OM

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LLA :  
AS 97X49  
PR#: 130  
FUND DOC  
APPN: OF  
SOW PARA

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 32 of 67	FINAL
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7000AU  
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AT 97X49  
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APPN: OP  
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7000AV  
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AU 97X49  
CLIN: 70  
FUND DOC  
APPN: OM  
10 U.S.C  
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7000AW  
LLA :  
AV 97X49  
CLIN: 70  
FUND DO  
APPN: OM  
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7000AX  
LLA :  
AW 17818  
PR#: 130  
FUND DOC  
APPN: OM  
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SOW PARA

7000AY  
LLA :  
AX 97X49  
PR#: 130  
FUND DOC  
APPN: OM  
10 U.S.C  
Para 5.1

9000AX  
LLA :  
AW 17818

MOD P00009 Funding  
Cumulative Funding

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 33 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 34 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

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

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

### **5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (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 97,376 man-hours of direct labor per year as specified in Attachment 3 “LOE Matrix Summary”, 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 (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 35 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in Paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of Approximately 1,873 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

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 36 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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 IAW the terms of the contract.

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

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

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

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

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

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

(a) This Task Order 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,

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 37 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<b>Item(s)</b>	<b>Allotted to Cost</b>	<b>Allotted to Fee</b>	<b>Period of Performance</b>
CLIN 7000			1 DECEMBER 2017 – 30 NOVEMBER 2018
CLIN 7075			1 DECEMBER 2017 – 30 NOVEMBER 2018
CLIN 7100 (OPTION)			1 DECEMBER 2018 – 30 NOVEMBER 2019
CLIN 7175 (OPTION)			1 DECEMBER 2018 – 30 NOVEMBER 2019
CLIN 7200 (OPTION)			1 DECEMBER 2019 – 30 NOVEMBER 2020
CLIN 7275 (OPTION)			1 DECEMBER 2019 – 30 NOVEMBER 2020
CLIN 7300 (OPTION)			1 DECEMBER 2020 – 30 NOVEMBER 2021
CLIN 7375 (OPTION)			1 DECEMBER 2020 – 30 NOVEMBER 2021
CLIN 7400 (OPTION)			1 DECEMBER 2021 – 30 NOVEMBER 2022
CLIN 7475 (OPTION)			1 DECEMBER 2021 – 30 NOVEMBER 2022
CLIN 9000			1 DECEMBER 2017 – 30 NOVEMBER 2018
CLIN 9100 (OPTION)			1 DECEMBER 2018 – 30 NOVEMBER 2019
CLIN 9200 (OPTION)			1 DECEMBER 2019 – 30 NOVEMBER 2020
CLIN 9300 (OPTION)			1 DECEMBER 2020 – 30 NOVEMBER 2021
CLIN 9400 (OPTION)			1 DECEMBER 2021 – 30 NOVEMBER 2022

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

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

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 38 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

### **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.

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

The Government will provide only that property identified in individual Technical Instructions (TIs) issued after Task Order award, notwithstanding any term or condition of this Task Order to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified Government property for use in the performance of this contract.

## **1.0 SPECIAL REQUIREMENTS**

### **1.10 Safety**

1.10a Contractor personnel shall comply with all applicable Department of Defense (DoD), Department of Navy (DoN), Occupational Safety and Health Administration (OSHA), NAVSEA, Naval Base Ventura County (NBVC), local installation and NSWC PHD safety instructions, policies, procedures and guidance while on Government property at NSWC PHD, remote sites or



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 39 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

travel destinations. The Contractor shall request clarification of safety procedures and guidance from a Government safety observer or manager, or the COR in any case where ambiguity or confusion may arise.

1.10b Contractor personnel shall immediately report all unsafe working conditions to the COR or Contracting Officer.

1.10c The Contractor shall immediately notify the COR of any serious Contractor personnel injuries or deaths sustained in the performance of this Task Order. Minor injuries not requiring immediate medical attention shall be reported to the COR by the following business day. Notification shall be made by any practical, reliable means available to the Contractor. If the COR is not available, the Contractor shall notify the Contracting Officer instead and inform the COR as soon as is possible. The Contractor shall cooperate with all official investigations of injuries and deaths. However, nothing in this Paragraph shall be so interpreted as to deprive any person of due process or other civil rights.

1.10d Contractor shall provide all Personnel Protective Equipment (PPE) and required safety training to Contractor personnel.

1.11 Environmental Protection and Compliance. The Contractor shall comply with all applicable Federal, State, and local laws and DoD, DoN, NAVSEA, NBVC, and NSWC PHD instructions, policies, procedures and guidance pertaining to Environmental Compliance and Conformance.

#### 1.12 Hours of Operation

1.12a Standard hours of operation for the Port Hueneme site and for other sites at which this requirement normally will be performed are shown in Paragraph 1.12b below.

1.12b Standard hours of operation for NSWC PHD Port Hueneme site personnel are 0600 to 1800 Pacific Time, Monday through Friday. Core hours of work are from 0900 to 1500 daily. All on-site personnel are expected to be available during core hours except federal holidays and other days specifically designated by the Contracting Officer. The standard hours of operation for remote site and travel destination work places are determined locally and may vary.

1.12c On Federal holidays (and as appropriate for the conduct of the work under this Task Order), Contractor personnel shall work at the Contractor facility or such other non-Government facility as may be determined by the Contractor.

1.12d Hours of operation may be altered at no notice as necessitated by Force Protection posture or as a result of severe weather, disaster, fire, facility condition, security incident or other similar emergency or event.

#### 1.13 Extraordinary Leave Days and Excused Leave for Government Personnel

1.13a If an extraordinary day off is granted to Federal employees by the direction of the President or an agency head, the Contractor shall continue to provide contracted services IAW the requirement until and unless necessary access to Government buildings, ships, sites and other facilities is precluded due to absence of Government personnel.

1.13b If the Contractor personnel are unable to conduct their work at an assigned Government

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 40 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

work place due to an extraordinary day off or excused leave for Government employees, the Contractor or any subcontractors may, at their discretion, continue work at another appropriate facility if possible or else grant paid or unpaid leave to its affected employees in accordance their company policies or any collective bargaining agreement (CBA) that may apply. Whether Task Order payments will be made for time not worked will depend upon the terms and conditions of this Task Order, including the pricing mechanisms contained within the Task Order.

1.13c If the use of alternative facilities will raise the costs of performing the requirement beyond the prices contracted with the Government under this requirement, the Contractor shall first notify the Contracting Officer and request authorization to proceed. The Contractor is not authorized to purchase or rent alternative facilities to accommodate extraordinary leave without such advance authorization from the Contracting Officer.

1.13d If administrative leave is granted to Government personnel at or near the end of normal work days adjacent to Federal holidays, weekends, other special days, or as part of special events or observances, the provisions of Paragraphs 1.24a through 1.24c above shall apply to Contractors. Administrative leave is normally granted to Government personnel in the form of 59 minutes of excused absence from the work place per instance.

#### 1.14 Location of Work

1.14a The Government shall provide the Contractor with workspace for performance of the task at NSWC PHD, 4363 Missile Way, Port Hueneme, California, in Buildings 452, 1153, 1387, 1388, 1389, and such other locations within the NSWC PHD perimeter as required by the location of the work, and at the following remote locations:

1.14a(1) NSWC PHD – Norfolk Detachment, 9456 Fourth Avenue, Building V53, DWY S1, Norfolk, Virginia, and such other locations within the NAVSTA Norfolk perimeter as required by the location of the work;

1.14a(2) NSWC PHD – San Diego Detachment, 2680 Woden Street, Building 322, San Diego, California, and such other locations within the Naval Base San Diego perimeter as required by the location of the work;

1.14a(3) NSWC PHD – Pearl Harbor Detachment, 801 Frederick Street, Building 216, Pearl Harbor, Hawaii, and such other locations within the Joint Base Pearl Harbor-Hickam perimeter as required by the location of the work;

1.14a(4) NSWC PHD – Mayport Detachment, Mayport, FL, and such other locations within the Naval Station Mayport perimeter as required by the location of the work;

1.14a(5) NSWC PHD – Everett Detachment, Everett, WA, and such other locations within the Naval Station Everett perimeter as required by the location of the work;

1.14a(6) Naval Station Rota, Spain, and such other locations within the Naval Station Rota perimeter as required by the location of the work; and

1.14a(7) Ship Repair Facility (SRF) Yokosuka, Japan, and such other locations within the SRF Yokosuka perimeter as required by the location of the work.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 41 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

1.14b Unclassified work shall be performed at the Contractor facility. Contractor shall perform work at the travel destinations identified to support of Section C, Paragraphs 5.1 through 5.4.2. An estimated amount of 90% of all contractor employees will be working on site at a Government facility. Travel locations associated with SOW tasking will be specified in individual TIs when issued.

1.14c Government Facilities Access. The Government shall provide access to facilities located at NSWC PHD, 4363 Missile Way, Port Hueneme, CA, and other Government facilities identified in Paragraph 1.14 above, for use by the Contractor in the performance of this Task Order.

#### 1.15 Emergency Operations

1.15a In the event normal access to any part of the NSWC PHD command or any Government-owned remote site or travel destination is closed as a result of fire, flood, severe weather, power failure, loss of other utilities, force protection posture, terrorist activity, military action, natural or man-made disaster, civil unrest, or other emergency resulting in Government personnel being dismissed or dispersed to other facilities, affected Contractor personnel shall be relocated or otherwise directed away from the emergency or disrupted area by the Contractor.

The Contractor shall communicate with the COR as soon as is safely possible to determine whether and when Government facilities may be once again available for use by appropriate contractor personnel. If the COR cannot be reached, the Contractor shall contact the Contracting Officer. If Government facilities cannot be made available for Contractor use by the start of the following business day, Contractor personnel shall be relocated as directed by the Contractor who shall confer with the Contracting Officer at the earliest possible opportunity to make alternative facility arrangements for the continuation of contracted work.

1.15b When Contractor personnel cannot access Government facilities for reasons described in Section H, Paragraph 1.15a, Contractor personnel shall continue performing the requirement of this SOW at the Contractor facility or one or more alternative locations unless such performance is impossible due to safety, security, technical and cost considerations.

1.15b(1) If the use of alternative facilities will raise the costs of performing the requirement beyond the prices already contracted with the Government, the Contractor shall first notify the Contracting Officer and request authorization to proceed. The Contractor is not authorized to purchase or rent alternative facilities for emergency operations without such advance authorization from the Contracting Officer.

1.15b(2) If the use of alternative facilities is not possible for safety, security, technical and cost reasons, the Contractor or subcontractors may at their discretion grant paid or unpaid leave to its affected employees IAW their company policies and any CBA that may apply. Whether contract payments will be made for time not worked will depend upon the terms and conditions of this Task Order, including the pricing mechanisms contained within the Task Order.

1.15c Privacy Act Statement: Information gathered shall be used by the Government exclusively for the purposes shown in Section H, Paragraphs 1.15c(1) through 1.15c(3). Provision of this information by the Contractor and by Contractor personnel is voluntary and declining a muster shall, by itself, not be considered relevant to the performance of this Task Order.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 42 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

1.15c(1) Cooperation with emergency personnel in rescue and recovery efforts.

1.15c(2) Determining whether personnel with security clearances and access to classified information are missing, particularly if missing overseas.

1.15c(3) Managing impacts to Government mission areas relative to the tasking in the requirement.

1.16 Points of Contact. See Section G.

1.17 Maps and Facility Drawings. For reasons of security and force protection, maps and facility drawings may be provided by the Government only to Contractors making written requests for such information. Requests shall be addressed to the COR after receipt of order. The Government retains the right to deny any and all such requests.

1.18 Emergent Travel. Emergent travel shall be coordinated with the COR prior to travel. The Contractor shall inform the COR via electronic mail of the purpose of travel, Government POC, number of persons traveling, destination, estimated duration and cost in terms of both hours and dollars.

1.19 Prioritization

1.19a Monthly meetings will be held between the COR and the Contractor to prioritize the technical requirements of Section C, Paragraphs 5.1 through 5.4.2, review progress, and track billing and invoices.

1.20 Provision of Support in Foreign Jurisdictions

1.20a FMS Case Citation. In providing Foreign Military Sales (FMS) support under any of the Paragraphs of Section C 5.1 through 5.4.2 inclusive, the Contractor shall ensure all FMS services and products to be delivered in support of specific FMS cases to be identified in consultation with the technical code and the COR.

1.21 Status of Forces Considerations. When providing support under this SOW within foreign national jurisdictions, whether for FMS or USN tasking, the Contractor shall comply with the requirements of Section H, Paragraphs 1.21a through 1.21d.

1.21a Definitions. Section H, Paragraphs 1.21a(1) through 1.21a(3) provide definitions of terms for use only in meeting this requirement and shall have no bearing on the interpretation of these terms outside of this requirement.

1.21a(1) For the purposes of Section H, Paragraphs 1.21b through 1.21d, the phrase “immediate United States jurisdiction” shall be understood to refer to the territory of the United States and its possessions; the ships, submarines, vessels and aircraft of the United States Government; the embassies, consulates and other diplomatic missions of the United States; and any other territory, edifice or conveyance over which the United States exercises national sovereignty.

1.21a(2) For the purposes of Section H, Paragraphs 1.21b through 1.21d, the phrase “foreign national jurisdiction” shall be understood to refer to the territory of a foreign sovereign nation and its possessions; the ships, submarines, vessels and aircraft of such nation; the embassies, consulates and other diplomatic missions of such nation; and any other territory, edifice or

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 43 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

conveyance over which such nation exercises national sovereignty, with the exception of foreign Government ships in United States territorial seas and internal waters and foreign Government aircraft in United States air space.

1.21a(3) The term “Status of Forces Agreement” (SOFA) shall, for the purposes of this SOW, include not only actual SOFAs, but also Visiting Forces Agreements (VFAs), Memoranda of Understanding (MoUs) and any other similar agreements, however titled, that governs, defines or clarifies the circumstances and terms under which United States armed forces, civil servants, and their supporting Contractors are allowed to operate within foreign territory or national jurisdiction and which normally addresses issues pertaining to the presence and activities of United States forces and nationals, including matters pertaining to civil and criminal jurisdiction.

1.21b The Contractor shall ensure that all support provided at any location outside immediate United States jurisdiction, whether ashore in a foreign country or territory, afloat in a foreign vessel, airborne in a foreign aircraft, or otherwise under foreign national jurisdiction, shall comport with the contents of the SOFA applicable to that country or countries. The Contractor shall brief its personnel providing such support on the pertinent contents of the applicable SOFA(s) prior to their departure for the foreign jurisdiction(s).

1.21c Where support under this SOW is provided in a foreign national jurisdiction wherein no SOFA is in force, the Contractor shall brief its personnel on that fact prior to their departure for that foreign jurisdiction. The Contractor shall report the lack of a SOFA to the COR prior to the departure of such personnel for the foreign jurisdiction(s). Contractor personnel shall attend applicable SOFA indoctrination training at host facilities if available.

1.21d Nothing in the Section H, Paragraph 1.21 series shall be so interpreted as to deprive any personnel of due process or other civil rights. Where provision of this information, or any part of it, to the Government may be felt by the Contractor or the Contractor personnel to limit or infringe such rights, the Contractor shall first contact the COR for clarification. If the COR is not available, the Contractor shall instead contact the Contracting Officer.

1.21e Unless specifically required by the terms of a particular SOFA, or unless required by other U.S. law, instruction or policy, the Government will not provide legal representation abroad to Contractor personnel taken into custody, detained or prosecuted by a host nation law enforcement agency.

1.21f The Contractor shall submit to the COR a written report explaining the circumstances and disposition, if known, of any incident within a foreign national jurisdiction wherein its personnel are arrested, detained or otherwise taken into custody by U.S. or foreign Government personnel, whether during or outside working hours. The Contractor shall ensure the COR has received the report and is aware of its subject. If the COR is not available, the Contractor shall make such report to the Contracting Officer with copy to the COR. The Contractor shall provide updated reports to the COR as the incident develops, unless this requirement is waived by the COR. Reports shall include the following information about the incident, if available to the Contractor at the time of the report:

1.21f(1) Name(s) of Contractor personnel involved.

1.21f(2) Name(s) of U.S. Government personnel involved, if any.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 44 of 67	FINAL
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1.21f(3) Whether foreign nationals were involved and their names and nationalities, if known.

1.21f(4) Whether U.S. or foreign law enforcement personnel were involved.

1.21f(5) Whether U.S. citizens or foreign nationals were injured or killed.

1.21f(6) Whether U.S. diplomatic missions or personnel were notified of the incident, and by whom.

1.21f(7) Whether any local U.S. military command was notified of the incident and by whom.

1.21f(8) Whether the Contractor personnel remain in the foreign jurisdiction or have traveled elsewhere.

1.21f(9) Brief description of incident to include date(s), time(s), and location(s), as applicable.

1.21f(10) What action, if any, the Contractor has taken to dispose of the incident.

1.21g These reports are for information only and nothing in the Section H, Paragraph 1.21 series shall be so interpreted as to deprive any personnel of due process or other civil rights. Where provision of this information, or any part of it, to the Government may be felt by the Contractor or the Contractor personnel to limit or infringe such rights, the Contractor shall first contact the COR for clarification. If the COR is not available, the Contractor shall instead contact the Contracting Officer.

## 1.22 Government Furnished Property and Government Furnished Information

1.22a Scope. Contractor personnel working in Government buildings and occupying Government spaces will be granted use of Government Furnished Property (GFP) to the extent necessary to perform the requirements of this Task Order as defined in Section H, Paragraphs 1.22b through 1.22g. Access to Government Furnished Information (GFI) is governed by the provisions of Paragraph (4.0) below and of the Department of Defense Contract Security Classification Specification, DD Form 254, attached to this Task Order.

1.22b Office Space and Furnishing. Contractor personnel occupying Government spaces will be allowed rent-free office space comparable to that provided nearby Government personnel performing broadly similar functions. The Contractor will have necessary use of office furnishings with desks or cubicles, chairs, and file cabinets. Navy Marine Corps Intranet (NMCI) computers and landline telephones will be made available for official use only by Contractor personnel at the Government site. Contractor personnel shall be responsible for complying with security regulations regarding telephone, e-mail and Internet use. The Contractor shall have access to all Government Furnished Equipment (GFE) necessary to perform the Task Order.

1.22c Consumable Materials. Except as may be specified elsewhere in this requirement, use of Government consumable materials by the Contractor is authorized on a case-by-case basis within the restrictions shown in Section H, Paragraphs 1.22c(1) through 1.22c(4).

1.22c(1) Government Consumables shall not be used for the production of newsletters, presentations, or reports exceeding 300 printed pages (total, including all copies); or optical media exceeding 20 copies in total. The COR may waive this restriction at the Government's

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 45 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

discretion in the case of classified products; where mission-critical timeliness, security or business sensitivity considerations requires the use of Government consumables; or where the Government possesses a unique consumable the Contractor cannot procure in a cost-effective or timely fashion.

1.22c(2) Within the restrictions of the Paragraph above, the Contractor may use nominal amounts of Government consumable materials as identified in the Paragraphs below.

1.22c(3) Use of nominal amounts of printer and photocopier paper for printing and copying of important naval message traffic, electronic mail messages, financial spreadsheets, and similar low-volume documents.

1.22c(4) Use of pens, paper, tape, and similar desktop consumables in teaming environments, such as conferences, meetings, process improvement events or program reviews, where the use of Contractor-supplied consumables would impose delay or be otherwise impractical. In such circumstances, use of consumable materials must be comparable to that used by Government teammates.

1.22d Vehicles. Government vehicles may be provided and are authorized for Contractor use for personnel meeting all Government equipment and vehicle operating requirements as specified and per requirements, and stipulations identified in Section C and Section I of this Task Order.

1.22d(1) Contractor employees operating Government equipment or Contractor furnished equipment shall be required to have a valid state issued Driver's License, and appropriate operator's certification.

1.22e No GFP shall become the property of the Contractor. All GFP, except authorized consumable materials, shall be returned to the custody of the Government at the expiration of this Task Order.

1.22f Loss of GFP through known and suspected theft shall be reported to local law enforcement at the time the loss is discovered and a copy of the subsequent report shall be provided to the COR not more than two (2) business days after the report is available to the Contractor.

1.22g All GFI shall be returned to the custody of the Government at the expiration of this Task Order unless otherwise directed. No unauthorized copies of GFI shall be made by the Contractor.

## **2.0 CONTRACTOR IDENTIFICATION**

2.10 Contractor personnel are required to identify themselves as such at the beginning of official communications with Government personnel, whether in person, by telephone, teleconference or electronic mail, or by any other means, unless the Contractor is already personally known to all participants in an official communication to be a Contractor, such as in the case of continuing official contact. In all cases where doubt may exist, the Contractor personnel shall identify themselves as Contractors and by the company name of their employer.

2.20 All e-mail messages from Contractors shall, without exception, clearly identify the sender as a Contractor and include the company name of their employer.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 46 of 67	FINAL
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### **3.0 MANDATORY GUIDANCE**

3.10 Following guidance is mandatory for work carried out under this Task Order and will be provided as an attachment at Task Order award. Guidance in this Paragraph is in addition to, not in lieu of, other mandatory guidance in this Task Order. If revisions to these guidance documents are published during the PoP of this requirement, including option periods, if exercised, the revised versions shall become mandatory guidance in lieu of the versions here cited:

3.10a DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM).

### **4.0 SECURITY**

#### **4.10 Security Requirements Specification**

4.10a This Task Order does not require access to communications security (COMSEC) equipment.

4.10b This Task Order does not require access to intelligence information (INTEL).

4.10c This Task Order does not require access to Sensitive Compartmented Information (SCI).

4.10d This Task Order does not require access to North Atlantic Treaty Organization (NATO) Information.

4.10e This Task Order does not require access to the Secure Internet Protocol Router Network (SIPRNET).

4.10f This Task Order does not require access to OPSEC Sensitive Information.

4.10g This Task Order does not require access to Foreign Government Information (FGI).

#### **4.11 Security Clearances.**

4.11a Contractor personnel shall obtain and maintain at a minimum a security clearance level of SECRET to work on this requirement. Clearances shall be maintained for the duration of this Task Order.

4.11b A list of personnel and their security clearances on file shall be delivered to the COR following award and shall be updated with the monthly personnel listing deliverable.

#### **4.12 General Security Procedures**

4.12a IAW SECNAV M-5510.30, the Navy Personnel Security Program Manual, Chapter 6, Section 6-6, Paragraph 2b and 2c, as well as Homeland Security Presidential Directive 12 (HSPD-12) and United States Office of Personnel Management Memorandum, Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 dated 31 July 2008, the Contractor shall ensure that all individuals performing work on behalf of the Government have a current, favorably adjudicated Background Investigation (BI) of the appropriate level. Individuals that require IT-I level access to sensitive DoD and DoN IT systems require a favorable adjudication of a Position of Trust Single Scope Background Investigation (PT/SSBI) and individuals that require IT-II level access require a favorable adjudication of a Position of Trust Tier 3 investigation (PT/T-3). Requests for position of trust



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 47 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

background investigations must be submitted to OPM by the NSWC PHD Security Office. Point of contact is the Personnel Security Specialist, (805) 228-7196.

4.12b Contractor personnel shall comply with all DoD, DoN, NAVSEA, NBVC, NSWC, local Navy installation and NSWC PHD security instructions, policies, procedures and guidance as they apply to the Contractor both on and off Government property at NSWC PHD, remote sites or travel destinations, to include following established check-in and check-out procedures of all Contractor personnel occupying Government facilities or otherwise requiring physical access to Naval Base Ventura County, and NSWC PHD. The provisions of Section H, Paragraph 4.15 apply to check-out procedures.

4.12c Classified materials shall be handled IAW applicable security guides. In no case shall classified data and material be allowed to enter a foreign postal system.

#### 4.13 Common Access Cards (CACs)

4.13a CAC issuance is at the discretion of the Government. The Government reserves the right to change the criteria for CAC issuance at any time without notification to the contractor. The Contractor is responsible for ensuring the return of all CACs issued their employees to Naval Base Ventura County Security upon Contractor employee separation, the expiration of this procurement and the termination of this Task Order as required in Section H, Paragraph 4.15.

4.13b CACs will normally be issued only to individual Contractor personnel who are assigned to this Task Order and who meet at least one of the three following criteria:

4.13b(1) The individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the Department on a recurring basis for a period of six (6) months or more. Note that CACs will not be issued to Contractor personnel merely to allow convenient access to NBVC as an alternative to securing daily base passes or participating in the Defense Biometric Identification System (DBIDS) program.

4.13b(2) The individual requires both physical access to a DoD facility and access, via logon, to a DoD network. Access to a DoD network must require the use of a computer with a Government-controlled configuration located in a DoD facility or use of a DoD approved remote access procedure.

4.13b(3) The individual requires remote access to DoD networks that use only the CAC logon for user authentication.

4.13c The Contractor is responsible for ensuring its personnel meet all Government requirements for CAC issuance, including possession of an appropriate final security clearance.

4.14 Government Facilities. The provisions of Section H, Paragraph 4.12b apply to Contractor personnel working at Government facilities.

#### 4.15 Rescission of Access to Government Facilities

4.15a Access to Government facilities is at the discretion of the Government. The Government reserves the right to rescind access by Contractor personnel to Government facilities at any and all times and without presenting reason.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 48 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

4.15b In each instance when Contractor employees depart Naval Base Ventura County at the end of their employment with the company or firm, at the end of the PoP of this Task Order, upon their transfer to another procurement, and upon being denied access to Government facilities for whatever reason, the Contractor shall ensure the prompt return to the Government of all of the following materials in the possession of that employee:

4.15b(1) Government-owned keys to desks, offices, etc.

4.15b(2) CACs, except for CACs issued to retired military personnel and retired civil servants on that basis.

4.15b(3) Base Passes, except for passes issued to retired military personnel and retired civil servants on that basis.

4.15b(4) Base stickers for the employee's vehicles, except for stickers issued to retired military personnel and retired civil servants on that basis.

4.15(5) GFE and GFI, with special attention to IT equipment, CI, and CPI.

4.15b(6) Courier pass, if issued to the departing employee.

4.15c In executing the provisions of Section H, Paragraph 4.15b, the Contractor may collect the materials listed in that Paragraph and return them to the custody of an appropriate Government employee or direct the Contractor employee to surrender these items at the Naval Base Ventura County Security Office, whichever is appropriate to the circumstances. In all cases the Contractor shall follow current Naval Base Ventura County and NSWC PHD Security instructions appropriate to the circumstances.

4.16 Emergency Operations. The provisions of Section H, Paragraph 1.30 apply to emergency operations under conditions of heightened security and Anti-Terrorism Force Protection posture.

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

4.18 Information Protection

4.18a Contractor personnel granted access to the NMCI network will be required to complete Navy Information Assurance (IA) or comparable training, at the Government's discretion, and complete and sign appropriate IA forms required to be granted continued access to Government information technology networks.

4.18b Contractor personnel occupying NSWC PHD facilities, and Contractor personnel who routinely visit NSWC PHD facilities, may, at the Government's discretion, be required as a condition of access to said facilities to sign a Certificate of Non-Disclosure (CND), also referred to as a Non-Disclosure Agreement (NDA), to protect classified and unclassified Government financial and other business sensitive information they may become aware of through proximity to Government personnel, information and spaces. Contractor personnel may, at the

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 49 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Government's discretion, be required to sign a CND (or NDA) to protect financial and other proprietary information pertaining to other Contractors if the completion of the tasking in this SOW necessitates access to such information. If required, the COR shall issue CNDs/NDAs to the Contractor, who will return signed CNDs/NDAs to the COR within three (3) business days.

#### 4.19 Training Requirements

4.19a The Contractor shall comply with all of the security requirements outlined and referenced in the Department of Defense Contract Security Classification Specification, DD Form 254 and its attachments.

4.19b The Contractor shall require all prime Contractor and subcontractor personnel performing this requirement to successfully complete the following training at the frequency listed in Section H, Paragraphs 4.19b(1) and 4.19b(2) and maintain currency of training for the duration of the PoP:

##### 4.19b(1) Basic Training Specified of All Requirements

<b>Training</b>	<b>Frequency</b>
OPSEC	Once per fiscal year
Information Awareness	Once per calendar year

##### 4.19b(2) Specialized Training Required for this Task Order

<b>Training</b>	<b>Frequency</b>
Courier	Once per calendar year
Anti-Terrorism/Force Protection	Once per calendar year
Foreign Counterintelligence Training	Once per fiscal year

4.19b(3) The training requirements specified in Section H, Paragraphs 4.19b(1) and 4.19b(2) shall apply to each Contractor employee per course per period ("FREQUENCY") regardless of the number of NSWC PHD procurements to which the individual Contractor employee is assigned. Completion of each training requirement for one NSWC PHD procurement shall meet the training requirements for all NSWC PHD procurements within the period specified ("FREQUENCY").

4.19c The Contractor shall maintain a list of personnel who have completed the training specified in Section H, Paragraph 4.19. This list shall be submitted with a letter certifying that the list is current, complete, and accurate as of the date of submission. The list and certification shall be submitted to the COR with a copy to the Contracting Officer, within five (5) days after receipt of Task Order and quarterly thereafter. When there are any changes to Contractor's personnel and when it is specifically requested by the COR or Contracting Officer, the list and certification shall be provided within five (5) days from the date of the request. Contractor personnel working on two or more NSWC PHD Task Orders need complete this training only once per stated period and it shall be applicable to all current NSWC PHD Task Orders. See Section H, Paragraph 4.19b(3). However, completion of such training shall be certified individually for each NSWC PHD Task Order with this training requirement.

## 5.0 GENERAL DELIVERABLES

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 50 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

5.10 Classified deliverables, if required by this Task Order, shall be processed and handled IAW the attached Department of Defense Security Classification Specification, DD Form 254; in all cases wherein the provisions of Section C of this Task Order are in disagreement with the Department of Defense Security Classification Specification, DD Form 254, the latter document shall be authoritative.

## **6.0 WAGE DETERMINATIONS**

6.10 Department of Labor (DOL) current Service Contract Act (SCA) Wage Determinations, included as Attachment 2, are applicable to this Solicitation and resultant Task Order. There are a total of three (3) SCA Wage Determinations for Port Hueneme, CA; San Diego, CA; and Norfolk, VA. Compliance with the Wage Determinations is mandatory. Applicable SCA labor categories are identified in Attachment 3.

## **7.0 LABOR TRIPWIRE JUSTIFICATIONS**

7.10 The Contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual will be at a fully burdened labor rate (including indirect expenses and fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until advised by the Contracting Officer that the request has been approved.

7.11 The Contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order/Technical Instruction. If the individual is a Subcontractor or Consultant, the rate build-up shall include the Prime Contractor's pass-through rate.

7.12 Currently, the tripwire level is a fully burdened labor rate of \$156 per hour or greater, regardless of the number of labor hours the proposed individual (Prime, Subcontractor, or Consultant) is proposed to work under the Task Order. The Contractor will be advised of any changes to this tripwire level that occur during performance. All fully burdened labor rates of \$156/hour or greater shall require the COR and Contracting Officer's review and written approval.

7.13 The Contractor shall advise the COR and Contract Specialist, by email, if the variations of actual-to-bid rate averages greater than 10% are anticipated for the period of performance. The Contractor shall include an explanation of the circumstances which brought this about and the plan to correct the problem. The plan should include a timeframe to fully implement the corrective action.

## **8.0 SAVINGS INITIATIVES**

8.10 The following cost savings initiatives are required under this Task Order:

8.11 Annual Labor Escalation: (To be completed by the Offeror) %

8.12 Maximum Pass-Thru Rate: (To be completed by the Offeror) %

8.13 Other: (To be completed by the Offeror)

8.14 The Government also strongly encourages the Prime Contractor to eliminate "double

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 51 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

pass-through” costs by avoiding second tier Subcontractors/Consultants during performance and, where this situation is unavoidable, limiting Subcontractor pass-through costs to the lower of:

8.14a The Prime Contractor’s pass-through rate under this order; or

8.14b The Subcontractor’s SeaPort-e pass-through rate where the Subcontractor is also a Prime Contractor under SeaPort-e.

## **9.0 MANDATORY REQUIREMENTS**

9.10 The following mandatory requirements shall be maintained throughout the life of the Task Order.

9.10a Requirement 1 – Personnel Security Clearances – All Contractor personnel performing work under this Task Order shall possess a SECRET security clearance or higher or at a minimum an interim SECRET clearance with final clearance granted within 180 days of Task Order award. Clearances shall be maintained for the duration of this Task Order.

9.10b Requirement 2 – Facility Security Clearance – The Contractor’s primary facility for supporting this Task Order shall have a facility clearance issued by the Defense Security Service (DSS) of SECRET or higher. Clearances shall be maintained for the duration of this Task Order.

9.10c Requirement 3 – OCI Certification/Mitigation Plan – The Offeror shall certify compliance with the OCI clause HQ C-2-0037 Organizational Conflict of Interest (NAVSEA) (JUL 2000) in the Basic Contract or present an acceptable plan to neutralize any actual or perceived OCIs. The certification and/or mitigation plan shall cover all team members. If the Contractor submits an OCI Mitigation Plan, the following shall be addressed, as a minimum, as applicable: roles and responsibilities; physical, organizational and/or electronic separation; non-disclosure agreements; OCI training and debriefing statements; restrictions on personnel assignments/transfers; data/documentation separation and control; soft copy documentation control; corporate and Government reviews; records control; Prime Contractor flow-down policy to Subcontractors/Consultants; and recusal from specific tasks for specific team members.

## **10.0 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS**

10.10 Non-Personal Services. The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. The Government will not direct the hiring, dismissal, or reassignment of Contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor’s responsibility to notify the Contracting Officer immediately.

10.11 Inherently Governmental Functions. Inherently-Governmental functions are not within the scope of this Task Order. Decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government. The Contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 52 of 67	FINAL
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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE:

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.222-60	Paycheck Transparency (Executive Order 13673)	OCT 2016
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy Consuming Products	DEC 2007
52.223-19	Compliance with Environmental Management	MAY 2011
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.236-13	Accident Prevention (Alternate I)	NOV 1991
52.251-2	Interagency Fleet Management System Vehicles and Related Services	JAN 1991
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JUN 2010
252.211-7006	Passive Radio Frequency Identification	JUN 2016
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7993	Prohibition on Providing Funds to the Enemy (DEVIATION 2015-O0016)	SEP 2015
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7026	Deferred Delivery of Technical Data or Computer	APR 1988
252.244-7001	Contractor Purchasing System Administration	MAY 2014

### CLAUSES INCORPORATED BY FULL TEXT:

#### **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.

CLIN	Option Period	Latest Option Exercise Date
7100, 7175, 9100	OY1	One year after Task Order Award
7200, 7275, 9200	OY2	Two years after Task Order Award
7300, 7375, 9300	OY3	Three years after Task Order Award

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 53 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

7400, 7475, 9400	OY4	Four years after Task Order Award
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(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

**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 multi-shift operations or by employing additional personnel.

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

In compliance with the Service Contract Labor Standards statute and the regulations of the

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 54 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

Employee Class	SCA Monetary Hourly Wage – Fringe Benefits	GS Equivalent Series/Grade/Hourly Rate
Shipping/Receiving Clerk (SCA 21130)/Driver Courier (SCA 31043) – Norfolk, VA		
Shipping/Receiving Clerk (SCA 21130)/Driver Courier (SCA 31043) – San Diego, CA		
Electronics Technician Maintenance I (SCA 23181) – Port Hueneme, CA		

**52.244-2 SUBCONTRACTS, ALTERNATE I (JUN 2007)**

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 55 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: None.

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 56 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause. (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

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

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

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

**252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2017-O0001) (NOV 2016)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in Paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2017 (Pub. L. 114-223), or any other Act that extends to fiscal year 2017 funds the same prohibitions as contained in section 743, division E, title VII, of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform IAW the terms and conditions of the contract as a result of Government action under this

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 57 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

clause.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 58 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at Government, private, or mixed expense.

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

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

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

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

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

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

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

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

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

(A) Necessary for emergency repair and overhaul; or

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 59 of 67	FINAL
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(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):

(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

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 60 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

(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.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 61 of 67	FINAL
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(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

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 62 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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 IAW Paragraph (a)(14) or (b)(2)(iii) of this clause, IAW 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



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 63 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting 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 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, IAW 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

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 64 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.  
Contractor Name  
Contractor Address  
Expiration Date

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

(End of legend)

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

#### LIMITED RIGHTS

Contract No.  
Contractor Name  
Contractor Address

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

(End of legend)

(4) Special license rights markings.

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

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 65 of 67	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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, IAW the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

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

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

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

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 66 of 67	FINAL
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(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.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3001	AMENDMENT/MODIFICATION NO. P00009	PAGE 67 of 67	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - DD254

Attachment 2 - Wage Determinations

Attachment 3 - LOE Matrix

Exhibit A - CDRLs and DIDs