

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U		AGE OF AGES 1 2		
2. AMENDMENT/MODIFICATION NO. 05		3. EFFECTIVE DATE 19-Jul-2016		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307		CODE N63394		7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 9174 Sky Park Court, Suite 100 SAN DIEGO CA 92123-4353		CODE S0514A SCD: C	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS TECHNOLOGY INC 2243 San Diego Ave San Diego CA 92110		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4067-L603	
		10B. DATED (SEE ITEM 13) 31-May-2016	
CAGE CODE	1BGW9	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)

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.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	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). Administrative corrections to funding under MOD 04
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ X ] 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)	
		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY [REDACTED]	19-Jul-2016
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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### GENERAL INFORMATION

The purpose of this administrative modification is to provide/and Update information under MOD 04 as follows:

- 1) MOD 04: Provide SLIN/ACRN/funding/accounting information in Section G (inadvertently omitted)
- 2) MOD 04: Update Section H - Allotment of Funds (inadvertently omitted)

All other terms and conditions remain unchanged.

Accordingly, said Task Order is modified as follows: 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:

700003:

From: A00003403863

To: AC 1751810 61LT 251 CV312 0 050120 2D 000000 A00003403863

900002:

From: A00003403863

To: AC 1751810 61LT 251 CV312 0 050120 2D 000000 A00003403863

The total amount of funds obligated to the task is hereby increased from [REDACTED] by

[REDACTED]

The total value of the order is hereby increased from [REDACTED].

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

CLIN/SLIN	From	To
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425 Aircraft Carrier Strike Group (CSG) and Amphibious Ready Group (ARG) Combat System Engineering Services IAW PWS Base Year (Fund Type-TBD) See Note (A) (O&MN,N)		LH			
700001	R425 PR # 1300575392, Provide Combat System In-Service Engineering & Logistics (O&MN,N)					
700002	R425 FUNDING 1300574461-00001 - 10 USC 2410(a) AUTH INVOKED - LABOR 7000 (O&MN,N)					
700003	R425 FUNDING 1300566532-00001 - LABOR 7000 (OPN)					
7050	R425 Aircraft Carrier Strike Group (CSG) and Amphibious Ready Group (ARG) Combat System Engineering Services IAW PWS Labor Hours, Surge, Base Year (Fund Type TBD) Option See Note (A), (B), and (C) (Fund Type - TBD) Option		LH			

For Cost Type / NSP Items

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

**Qty Unit**

**CPFF**

**Cost Fee**

7075	<p>Not Separately Priced Data/Tech Data Requirements. CLIN(s) 7000 1.0 LO thru and 7050 in accordance with the Performance Work Statement (PWS) Paragraph(s) 3, and CDRL(s) A001 thru A006, A008, and applicable Data Item Description (DID)(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7000 thru and 7050.</p>	NSP
7085	<p>Not Separately Priced. Data/Tech Data Requirements. CLIN(s) 7000 1.0 LO and 7050 in accordance with the Performance Work Statement (PWS) Paragraph(s) 3, and CDRL(s) A007 and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data/Technical Manuals generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7000 and 7050.</p>	NSP

For Cost Type Items:

Item PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100 R425	Aircraft Carrier Strike Group (CSG) and Amphibious Ready Group (ARG) Combat System Engineering Services IAW PWS Labor Hours, Option Year One (Fund Type - TBD) See Note(A) and (B) (Fund Type - TBD)					
	Option					
7150 R425	Aircraft Carrier Strike Group (CSG) and Amphibious Ready Group (ARG) Combat System Engineering Services IAW PWS Labor Hours, Surge Option Year One(Fund Type ?TBD) See Note (A), (B), and (C) (Fund Type - TBD)					
	Option					

For Cost Type / NSP Items

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

Qty Unit

CPFF

Cost Fee

7175	Not Separately Priced. Data/Tech Data Requirements. CLIN(s) 7100 1.0 LO and 7150 in accordance with the Performance Work Statement (PWS) Paragraph(s) 3, and CDRL(s) A001 thru A006, 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, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7100 and 7150.				NSP
7185	Not Separately Priced. Data/Tech Data Requirements. CLIN(s) 7100 1.0 LO and 7150 in accordance with the Performance Work Statement (PWS) Paragraph(s) 3, and CDRL(s) A007 and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data/Technical Manuals generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7100 and 7150.				NSP

For Cost Type Items:

Item PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200 R425	Aircraft Carrier Strike Group (CSG) and Amphibious Ready Group (ARG) Combat System Engineering Services IAW PWS Labor Hours, Option Year Two (Fund Type ?TBD) See Note (A) and (B) (Fund Type - TBD)					
	Option					
7250 R425	Amphibious Ready Group (ARG) Combat System Engineering Services IAW PWS Labor Hours, Surge Option Year Two (Fund Type ?TBD) See Note (A), (B), and (C) (Fund Type - TBD)					
	Option					

For Cost Type / NSP Items

1.0 LO

NSP

Data/Technical Manuals generated under this effort IAW DFARS  
252.227-7013, unless an assertion is provided and accepted by

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

7275	<p>Not Separately Priced. Data/Tech Data Requirements. CLIN(s) 7200 1.0 LO and 7250 in accordance with the Performance Work Statement (PWS) Paragraph(s) 3, and CDRL(s) A001 thru A006, 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, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7200 and 7250.</p>	NSP
7285	<p>Not Separately Priced. Data/Tech Data Requirements. CLIN(s) 7200 and 7250 in accordance with the Performance Work Statement (PWS) Paragraph(s) 3, and CDRL(s) A007 and applicable DID(s). The Government shall have unlimited rights to all Data/Tech</p>	



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Supplies/Services	Qty Unit	CPFF
	Cost Fee	

the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement

effort is included in the price/costs paid by the Government under CLIN(s) 7200 and 7250.

For Cost Type Items:

Item PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300 R425	Aircraft Carrier Strike Group (CSG) and Amphibious Ready Group (ARG) Combat System Engineering Services IAW PWS Labor Hours, Option Year Three(Fund Type ?TBD) See Note (A), (B), and (C) (Fund Type - TBD)					
	Option					
7350 R425	Aircraft Carrier Strike Group (CSG) and Amphibious Ready Group (ARG) Combat System Engineering Services IAW PWS Labor Hours, Surge, Option Year Three(Fund Type ?TBD) See Note (A), (B), and (C) (Fund Type - TBD)					
	Option					

For Cost Type / NSP Items

Item PSC	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
7375	Not Separately Priced. Data/Tech Data Requirements. CLIN(s) 7300 1.0 LO and 7350 in accordance with the Performance Work Statement (PWS) Paragraph(s) 3, and CDRL(s) A001 thru A006, 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, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the	1.0 LO			NSP

Data/Technical Manuals generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by

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Supplies/Services

Qty Unit

CPFF

Cost Fee

the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement

price/costs paid by the Government under CLIN(s) 7300 and 7350.

7385 Not Separately Priced. Technical Manual Requirements. CLIN(s) 7300 and 7350 in accordance with the Performance Work Statement (PWS) Paragraph(s) 3, and CDRL(s) A007, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech effort is included in the price/costs paid by the Government under CLIN(s) 7300 and 7350.

For Cost Type Items:

Item PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400 R425	Aircraft Carrier Strike Group (CSG) and Amphibious Ready Group (ARG) Combat System Engineering Services IAW PWS Labor Hours, Option Year Four (Fund Type ?TBD) See Note (A) and (B) (Fund Type - TBD)					
	Option					
7450 R425	Aircraft Carrier Strike Group (CSG) and Amphibious Ready Group (ARG) Combat System Engineering Services IAW PWS Labor Hours, Surge, Option Year Four (Fund Type TBD) See Note (A), (B), and (C) (Fund Type - TBD)					
	Option					

For Cost Type / NSP Items

Item PSC	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
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7475 Not Separately Priced. Data/Tech Data Requirements. CLIN(s) 7400 1.0 LO and 7450 in accordance with the Performance Work Statement (PWS) Paragraph(s) 3, and CDRL(s) A001 thru A006, A008, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS

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Supplies/Services

Qty Unit

CPFF

Cost Fee

the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement

252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 7400 and 7450.

7485 Not Separately Priced. Data/Tech Data Requirements. CLIN(s) 7400 and 7450 in accordance with the Performance Work Statement (PWS) Paragraph(s) 3, and CDRL(s) A007 and applicable DID(s). The Government shall have unlimited rights to all Data/Tech effort is included in the price/costs paid by the Government under CLIN(s) 7400 and 7450.

For ODC Items:

Item	PSC Supplies/Services	Qty Unit	Est. Cost
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9000	R425 ODC to include incidental material and travel related to the services performed under CLIN 7000 Base Year (Fund Type ? TBD) (OPN)	1.0 LO	
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900001 R425 FUNDING 1300574461-00001 - ODC 9000 (O&MN,N)

900002 R425 FUNDING 1300566532-00001 - ODC 9000 (OPN)

9050	R425 ODC to include incidental material and travel related to the services performed under CLIN 7000 Surge, Base Year Option (Fund Type ? TBD) (Fund Type - TBD)	1.0 LO	
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Option

9100	R425 ODC to include incidental material and travel related to the services performed under CLIN 7100 Option Year One (Fund Type ? TBD) (Fund Type - TBD)	1.0 LO	
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Option

9150	R425 ODC to include incidental material and travel related to the services performed under CLIN 7100 ODC, Surge, Option Year One (Fund ? TBD) (Fund Type - TBD)	1.0 LO	
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Option

9200	R425 ODC to include incidental material and travel related to the	1.0 LO	
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1.0 LO

NSP

Data/Technical Manuals generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by

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Supplies/Services

Qty Unit

CPFF

Cost Fee

the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement

services performed under CLIN 7200 Option Year Two (Fund Type ? TBD) (Fund Type - TBD)

Option

9250

R425 ODC to include incidental material and travel related to the services performed under CLIN 7200 ODC, Surge, Option Year Two (Fund ? TBD) (Fund Type - TBD)

1.0 LO

Option

9300

R425 ODC to include incidental material and travel related to the services performed under CLIN 7300 Option Year Three (Fund Type ? TBD) (Fund Type - TBD)

1.0 LO

Option

9350

R425 ODC to include incidental material and travel related to the services performed under CLIN 7300 Surge, Option Year Three (Fund Type ? TBD) (Fund Type - TBD)

1.0 LO

Option

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Item	PSC Supplies/Services	Qty	Unit	Est. Cost
9400	R425 ODC to include incidental material and travel related to the services performed under CLIN 7400 Option Year Four (Fund Type ? TBD) (Fund Type - TBD)  Option	1.0	LO	
9450	R425 ODC to include incidental material and travel related to the services performed under CLIN 7400 Surge, Option Year Four (Fund Type ? TBD) (Fund Type - TBD)  Option	1.0	LO	

NOTE	APPLICABLE CLIN(s)
(A) For labor items, Offerors shall propose man-hours detailed in Section B to perform requirements of the Performance Work Statement (PWS) provided for the period of performance in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The LOE is: Base Period: (RG) hours; Option Period One: RG hours; Option Period Two: RG hours; Option Period Three: ; Option Period Four: with the mix recommended in Section L (excludes estimated man-hours for surge).	7000,7050,7100,7150,7200,7250,7300,7350,7400,7450
(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.	7050,7100,7150,7200,7250,7300,7350,7400,7450
(C) If the Government determines that an increased LOE or ODC is required, the Government reserves the right to exercise "surge" option CLINs for additional hours or ODC in accordance with the PWS. In the event the Government does elect to exercise the surge option item, the appropriate ceiling	7050,7150,7250,7350,7450,9050,9150,9250,9350,9450

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<p>and LOE or ODC dollars will not be re-aligned under labor or ODC CLINs for each task identified in the PWS. The surge CLINs will be funded as appropriate.</p> <p>The Contractor shall propose the following:  ██████ RG hours; Option Period One: 10,400 RG hours; Option Period Two: ██████ RG hours (██████ of yearly RG labor hours only) for ODC surge option items [Base Period: ██████ Option Period One: ██████; Option Period Two: ██████; Option Period Three: ██████; Option Period Four: ██████ for ODC surge option items (██████ of yearly ODC).] Offerors should propose surge options with the same labor mix and composite rate as the basic effort. All surge labor CLINs should be proposed as CPFF, and is not to exceed the Prime Offeror's maximum fee percent in their Seaport Enhanced (Seaport-e) Multiple Award Contracts (MAC). All surge ODC CLINs are cost only.</p>	
<p>(D) OTHER DIRECT COSTS</p>	9000-9450

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

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

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

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

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

#### **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, "basefee" 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 fee 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.

#### **NOTE**

Fee paid is based on total fee dollars divided by total man-hours to be provided.

#### **HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)** (Applicable to CLINs 9000, 9100, 9200, 9300, 9400 and when exercised Surge CLINs 9050, 9150, 9250, 9350, and 9450)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

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

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

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- (ii) travel performed for personal convenience/errands, including commuting to and from work, and(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.



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

This entire Task Order is cost type.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

# Performance Work Statement (PWS)

## CVN/L Class Combat Systems ISE

**N00024-15-R-3250**

### Vision Statement

#### 1.0 Introduction

This procurement shall provide Aircraft Carrier Strike Group (CSG) and Amphibious Ready Group (ARG) Combat System (CS) Engineering Services to the Ship Defense and Expeditionary Warfare Department of the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD), Port Hueneme, California. NSWC PHD is a field activity of Naval Sea Systems Command (NAVSEA).

#### 1.1 Background

NSWC PHD is the designated In-Service Engineering Agent (ISEA) for CS in-service engineering. Additionally, NSWC PHD is the designated ISEA for several of the individual combat system elements. Within NSWC PHD, the Ship Defense and Expeditionary Warfare Department, Code S20, is the Combat Systems ISEA and Test & Evaluation agent. NSWC PHD Code S00/S01/S20/S22/S25 directly supports the Naval Sea Systems Command, PEO Carriers (PMS312/PMS378), Program Executive Officer, Ships (PMS470), and Program Executive Office Integrated Warfare Systems (PEO IWS )(10) as the In-Service Engineering Agent (ISEA) for combat system design evaluation, installation, coordination, maintenance, training, program coordination, logistics, testing, and the development of combat system documentation.

The Ship Defense and Expeditionary Warfare Department carries out engineering, technical, logistics and leadership functions to conduct the ISEA mission. The customer organizations served by the Department include the U.S. Navy afloat?, U.S. Navy shore activities, and Foreign Navy of Allied Nations purchasing ISEA services.

This contract will establish an engineering resource for planning and coordinating the installation of Combat System and Command, Control, Communications, Computer and Intelligence (C5I) Systems in aircraft carriers, and other strike group or strike force units (including but not limited to LHA, LHD, LPD, and other L-Class units).

This contract will evaluate advance concepts in combat system architecture, conduct studies of combat system design and feasibility of implementation, plan and coordinate the installation of combat system and C4I equipment in aircraft carriers, L-Class ships and other strike group or strike force units undergoing repair, and generate associated technical documentation. The sources of information will be: NSWC PHD (Code S00/S01/S20/S22/S25), PEO Carriers (PMS312/PMS378), PEO IWS (10), PEO Ships (PMS470), aircraft carriers, L-class ships and other strike group or strike force units, TYCOM, NSWC PHD Dam Neck, SPAWARSYSCEN San Diego, SPAWARSYSCEN Charleston, NAVAIRSYSCOM, NAVSEASYSYSCOM, SPAWARSYSCOM, OPNAV, Carrier Planning Activity (CPA), Naval Shipyards, Supervisors of Shipbuilding, In-Service Engineering Agents, U.S. Navy Publications, and other U.S. Navy contractors.

#### 1.2 Scope

**This procurement shall provide engineering, logistics, policy, and administrative support services to the Ship Defense and Expeditionary Warfare Department mission. Services necessary to support the mission include:** a. Combat Systems engineering support for aircraft carriers and amphibious ships

- b. Passive Countermeasures System (PCMS) Engineering Support
- c. Integrated Warfare Systems (IWS) 10 Refueling Complex Overhaul (RCOH ) On-site Representative (OSR)
- d. Combat Systems Maintenance Coordinator (CSMC) Support
- e. Commander, Naval Air Forces (CNAF) Plans and Policy Support?
- f. CNAF C5I Requirements Manager
- g. CNAF Organization Maintenance Management System (OMMS) Support?
- h. Commander, Naval Surface Forces, Pacific (CNSP) Support

Services shall be required at shore sites, land based test facilities, shipyards, and aboard ships in ports and at sea for the U.S., Allied Nations, and Foreign Military Sales customers. The ships and sites listed below are representative of the major locations at which the work of this procurement may be carried out. This is not an exclusive list.

- a. NIMITZ (CVN 68) and GERALD R FORD (CVN 78) Class Aircraft Carriers

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- b. WASP (LHD 1) Class Amphibious Assault Ships
- c. PELELIU (LHA 5) Class Amphibious Assault Ships
- d. SAN ANTONIO (LPD 17) Class Amphibious Ships
- e. WHIDBEY ISLAND (LSD 41/49) Class Amphibious Ships
- f. FREEDOM (LCS 1) and INDEPENDENCE (LCS 2) Class Littoral Combatants
- g. Naval Surface Warfare Center, Port Hueneme, CA and other Naval Surface Warfare Centers
- h. Combat System Test Sites
- i. US Naval Shipyards
- j. US Naval Weapon Stations
- k. Shore Sites, Depots, and Training Facilities
- l. US Support Facilities Overseas (specifically Ship Repair Facility, Yokosuka, Japan and Sasebo, Japan as well as Bahrain)

In a typical year the various classes of ships undergo the following availabilities:

- <!--[if !supportLists]-->a.) <!--[endif]-->CVNs: one Refueling Complex Overhaul (RCOH), three Planned Incremental Availabilities (PIAs), one Docking Planned Incremental Availability (DPIA), one Selected Restricted Availability (SRA), and two Carrier Incremental Availabilities (CIAs) per year.
- <!--[if !supportLists]-->b.) <!--[endif]-->Amphibious ships: two Docking Phased Maintenance Availabilities (DPMAs), seven Phased Maintenance Availabilities (PMAs), two Post Shakedown Availabilities (PSAs), three SRAs.
- <!--[if !supportLists]-->c.) <!--[endif]-->Strike Group support ships: 23 SRAs, seven Docking Selected Restricted Availabilities (DSRAs), and two Extended Docking Selected Restricted Availabilities (EDSRAs).

## 2.0 General Requirements

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

In any case not covered by the provisions of the Performance Work Statement or the specific tasking elsewhere in this requirement, the contractor shall immediately consult the Contracting Officers Representative for the resolution of technical matters regarding the tasking and the Contracting Officer for administrative and general matters.

### 2.1 Business Relations

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

### 3.0 Performance Requirements

The following section specifies the Performance Objectives and Performance Elements for the contract.

#### Deliverables

- A001 Management Plan
- A002 Contractor's Progress, Status, and Management Report
- A003 Status Report
- A004 Technical Report - Study/Services
- A005 Trip/Travel Report
- A006 Record of Meeting/Minutes Report
- A007 Technical Manual Research and Analysis Source Data
- A008 Computer Software Product

#### Performance Standards

See Attachment 4 Quality Assurance Surveillance Plan (QASP)

3.1 The contractor shall provide aircraft carrier and amphibious ship Combat System In Service Engineering and Logistics services as defined in the following sub-paragraphs.

3.1.1 The contractor shall track the status of combat system software during its development by Original Equipment Manufacturers and/or

Government activities and testing, assist with the coordination of the Consolidated Software Delivery (CSD) Program, conduct tests onboard ship to verify the operation of all interfaces involved and resolve issues, as well as coordinate combat system team orientation to familiarize ships force

and

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embarked staff with the new products being delivered. *(CDRLs A004, A005, and A006)*

3.1.2 The contractor shall participate in regularly scheduled combat system technical meetings, working groups or reviews, such as the Carrier Network Working Group (CNWG), capture action items, follow up on execution of action items, resolve issues, and track them through completion. *(CDRLs A004, A005, and A006)*

3.1.3 The contractor shall develop, review, update, maintain permanent file repository, and distribute combat system documentation such as: Combat System, Command, Control, Communications, and Computers Readiness Assessment (C5RA) documents, Combat System Information Book (CSIB), Overall Combat System Operability Test (OCSOT), Combat System Integrated Test Packages (CSITP), Combat System Operability Tests (CSOT), Combat System Operability Manuals (CSOM), and Combat System Alignment Manual (CSAM). *(CDRL A007)*

3.1.4 The contractor shall ensure that tactical, operational and maintenance manuals offered the Fleet/installation activities accurately reflect the capabilities and limitations of the combat system. *(CDRL A007)*

3.1.5 The contractor shall provide combat system engineering support for Fleet aircraft carriers, amphibious ships, and Strike Group support ships by coordinating the resolution of combat system interoperability problems via distance and on-site support. *(CDRLs A004, A005, and A006)*

3.1.6 The contractor shall verify overall combat system integration after installation of major alterations. *(CDRLs A004 & A005)*.

3.1.7 The contractor shall develop Shipboard Integration Verification Tests (SIVT) to verify end-to-end combat system connectivity, integration, and interoperability. *(CDRL A004)*

3.1.8 The contractor shall develop Combat System Interface Diagrams (CSID) and related technical documentation for aircraft carriers and amphibious ships. *(CDRL A007)*

3.1.9 The contractor shall convert legacy CSID hard copy manuals into electronic format. *(CDRL A007)*

3.1.10 The contractor shall conduct ship validations and verifications of interface cables and connections on combat systems equipment. *(CDRL A004 & A005)*

3.1.11 The contractor shall update and convert Passive Countermeasures System (PCMS) ship-specific drawings (e.g. equipment guide list, key plans and detailed drawings, manuals, technical bulletins, Planned Maintenance System (PMS) cards) to electronic format. *(CDRL A007)*

3.1.12 The contractor shall develop new or update detailed Equipment Guide Lists (EGLs) and matching key plan drawings including those to be used by NAVSEA, Port Hueneme and the Regional Maintenance Center (RMC) personnel during the PCMS Assessment phase of Combat System, Command, Control, Communications, and Computer Readiness Assessment (C5RAs). *(CDRL A007)*

3.1.13 The contractor shall serve as SECRET custodian for PCMS ISEA by receiving new classified material, storing it in approved containers, ensuring derivative classification and other markings are correct, disposing of unneeded and outdated material, and updating container inventory sheets. Department of Defense Contract Security Classification Specification (DD254) attachment 1 details specific contract security requirements. *(CDRL A004)*

3.1.14 The contractor shall update and distribute PCMS program documentation including, but not limited to, Packaging, Handling, Storage, and Transportation (PHS&T) manual; Repair and Installation Manual (RIM), and the PCMS Technical Manual. *(CDRL A007)*

3.1.15 The contractor shall conduct PCMS installation and repair training and track lists of PCMS personnel trained. *(CDRLs A004, A005, and A006)*

3.1.16 The contractor shall provide technical editing support for aircraft carriers, amphibious ships, and Strike Group support ships including graphics, editing, file transfer, and publishing support for the development of Naval Combat Systems technical. *(CDRL A007)*

3.1.17 The contractor shall maintain a travel and ship event schedule for the Branch Managers and team leaders. *(CDRL A004)*

3.1.18 The contractor shall provide technical expertise, coordination, planning, management, and execution of test activities relative to the US Marine Corps Common Aviation Command and Control System (CAC2S). *(CDRLs A004, A005, and A006)*

3.1.19 The contractor shall develop and maintain detailed test schedules, schedule and coordinate all assets and resources required to conduct Developmental Testing (DT) events, and act as liaison between the CAC2S Chief Developmental Tester and the test team. *(CDRL A004)*

3.1.20 The contractor shall prepare briefing materials for and participate in Test Readiness Reviews, Test Working Groups (TWG), and Test Technical Review Team (TRT) meetings, capture action items, follow up on execution of action items, and track them through completion. *(CDRLs A004, A005, and A006)*

3.1.21 The contractor shall provide the Chief Developmental Tester with daily status and progress, including any major event or schedule changes. During test events, the contractor shall ensure that issues for the day's events have been adequately addressed and documented, and that the plan for the next day's events is accurate and complete. At the completion of test events, the contractor shall participate in scoring boards and data analysis working groups. *(CDRLs A004, A005, and A006)*

3.1.22 The contractor shall conduct pre-test briefings and post-test briefings and participate in Test Review Boards to determine Test Entrance and Exit Criteria in order to ensure Interim Authority To Test (IATT) is in place in accordance with SECNAVINST 5239.3A, re-prioritize test events based on test progress, assist in determining the priority of troubleshooting issues, and provide corrective action for each site as required. *(CDRL A004)*

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3.1.23 The contractor shall translate CAC2S requirements documents into a quantifiable, measureable evaluation framework that establishes the foundation for all test planning and synthesizes these requirements against the appropriate Concepts of Employment, Mission Profiles and Operational Task Analyses. *(CDRL A004)*

3.1.24 The contractor shall determine data requirements essential to assessing the evaluation criteria to include Critical Technical Parameters, Software Maturity Levels, Measures of Effectiveness, Suitability and Survivability, critical Operational Issues, Key Performance Parameters and Key Systems Attributes. *(CDRL A004)*

3.1.25 The contractor shall identify and develop the T&E infrastructure requirements (i.e. people, knowledge, funding, processes, facilities and ranges) that will assure Developmental Test and Evaluation (DT&E) success for the Program. *(CDRL A004)*

3.1.26 The contractor shall confirm that the test objectives are satisfied and the overall system requirements are achieved by confirming the modeling and simulation met the test objectives to ensure adequacy of evaluation. *(CDRL A004)*

3.1.27 The contractor shall prepare one management plan, monthly progress, status, and management progress reports and monthly status reports in support of each sub-paragraph of task 3.1. *(CDRLs A001, A002, and A003)*

3.1.28 The contractor shall successfully complete the following training at the specified frequency and maintain currency of training for the duration of the Period of Performance: OPSEC, once per fiscal year; Information Awareness, once per calendar year; NATO Briefing, start/end of contract; Hazard Communication Standards (Globally Harmonized Systems), initial plus annual refresher. In addition to the stated training requirements, the contractor shall adhere to applicable NAVSEA, NSWC PHD, and other instructions, directives, policies, regulations, and standard operational procedures effective during the period of performance including but not limited to Shipboard Work Training (NSWCPHDINST 4790.1A), Personal Electronic Device guidance (PHDNSWCINST 5510.6), and Counterintelligence Awareness and Reporting (DOD Directive 5240.06). The training requirements shall apply once to each contractor employee per course per period 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. The contractor shall maintain and provide a list of personnel who have completed the training. *(CDRL A003)*

3.2 The contractor shall provide policy and administrative support.

3.2.1 The contractor shall coordinate with CNAF N63, NETWARCOM, PEO Carriers, and SPAWAR on issues related to C4I planning and capabilities and provide recommendations. *(CDRLs A004 & A006)*

3.2.2 The contractor shall function as the CNAF N63 Point of Contact at meetings, conferences, and working groups, to capture action items, follow up on execution of action items, and track them through completion. *(CDRLs A005 & A006)*

3.2.3 The contractor shall review future development in C4I systems and make recommendations to support the replacement of obsolete systems. *(CDRL A004)*

3.2.4 The contractor shall prepare policy recommendations for aircraft carrier C4I equipment requirements to the C4I Requirements Officer (N63). *(CDRL A004)*

3.2.5 The contractor shall provide a qualified C5I Networks Manager (C5I NM) to prepare expert advice in relation to applicable guidance, policy, and directives as required and prepare recommendations. *(CDRL A004)*

3.2.6 The contractor shall review C5I assessment results and determine Network trends. *(CDRL A004)*

3.2.7 The contractor shall participate in Network Troubled Systems Process (TSP) Fleet Panels, capture action items, follow up on execution of action items, and track them through completion. *(CDRLs A004, A005, and A006)*

3.2.8 The contractor shall review requirements and make recommendations for Network equipment improvement, test & evaluation, and new developments. *(CDRL A004)*

3.2.9 The contractor shall coordinate with Navy Cyber Forces (NCF) on issues related to Network plans, security, Computer Network Defense (CND), and Enterprise Information Technology (IT) issues and develop recommendations for corrective action. *(CDRL A004)*

3.2.10 The contractor shall provide a qualified C5I Test Measurement and Diagnostic Equipment/Micro Miniature Module Test Repair (TMDE/2M MTR) Manager who will prepare expert advice in relation to applicable guidance, policy, and directives as required and prepare recommendations. *(CDRL A004)*

3.2.11 The contractor shall review proposed CVN C5I system modernization and make recommendations to ensure proper TMDE support is provided. *(CDRL A004)*

3.2.12 The contractor shall schedule, coordinate, and review TMDE and 2M MTR assessments, determine TMDE and 2M MTR trends, and present trends to decision-makers along with actionable recommendations. *(CDRL A004)*

3.2.13 The contractor shall recommend follow-on logistics support strategy for 2M MTR repair stations. *(CDRL A004)*

3.2.14 The contractor shall ensure all Fleet TMDE are labeled in accordance with applicable directives to denote calibration status. *(CDRLs A004 & A005)*

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- 3.2.15 The contractor shall coordinate with, and prepare input to, Naval Air Systems Command (NAVAIR) regarding the shipboard organizational level calibration activity certification program and prepare recommended improvements to the Command, Control, Communications, Computer, Combat System, Maintenance Program Manager (C5I MPM.) (CDRL A004)
- 3.2.16 The contractor shall ensure that each CVN updates and maintains Metrology Automated System for Uniform Recall and Reporting (MEASURE) and Configuration Data Manager's Database – Open Architecture (CDMD-OA) located at Navy Supply Weapons Systems Support (NAVSUP WSS) to reflect ship's configuration, inventory, and TMDE. (CDRL A004)
- 3.2.17 The contractor shall review TMDE allowance change requests and prepare recommendations for implementation. (CDRL A004)
- 3.2.18 The contractor shall monitor quality assurance reviews of CVN calibration laboratories for compliance with appropriate NAVAIR instructions and prepare recommendations for improvement. (CDRL A004)
- 3.2.19 The contractor shall review requirements for TMDE equipment improvement, test & evaluation, and new developments and prepare recommendations. (CDRL A004)
- 3.2.20 The contractor shall function as the CNAP/CNAL Point of Contact at meetings, conferences, and working groups, capture action items, follow up on execution of action items, and track them through completion. (CDRLs A005 & A006)
- 3.2.21 The contractor shall provide a qualified CVN C5I Subject Matter Expert who will assist the C5I MPM to recommend policy improvements in support of CVN C5I Enterprise and Warfighter space modernization planning, scheduling, installation, tracking, and status reporting for CVN Warfighter Command spaces. (CDRL A004)
- 3.2.22 The contractor shall lead the Carrier Warfighter Space Configuration (CWSC) Working Group, as defined by Commander Naval Air Forces letter Ser N00/1180 dated 11 September 2008, capture action items, follow up on execution of action items, and track them through completion. (CDRLs A005 & A006)
- 3.2.23 The contractor shall evaluate emerging requirements for Embarked Staff (CSG, Air Wing, and Warfare Commander cells), review proposed C5I WI space alterations, and prepare recommendations for required Warfighter equipment modifications and technology refresh. (CDRL A004)
- 3.2.24 The contractor shall develop and maintain a configuration space requirements document. (CDRL A004)
- 3.2.25 The contractor shall coordinate, prepare, and submit End User MACs for S Department NMCI support (via the NET system) for both NIPRNET & SIPRNET. (CDRL A004)
- 3.2.26 The contractor shall provide day-to-day end user support associated with operation of S Department NMCI Workstations and Laptops. The contractor shall prepare a report identifying issues, trends, and status of user support provided. (CDRL A004)
- 3.2.27 The contractor shall provide Amphibious Ship Post-Delivery Test & Trials (PDT&T) Management for new construction Amphibious ships in support of NSWC PHD Combat System In-Service Engineers (NSWC PHD S00/S01/S20/S25). The contractor shall prepare PDT&T status reports, trip reports, and meeting minutes from meetings attended in support of this subparagraph. (CDRLs A004, A005, and A006)
- 3.2.28 The contractor shall function as the program Point of Contact for all shipboard conducted events such as CSSQT, De-perming, SESEF, UNREP, IOT&E, and TSST events, capture action items, follow up on execution of action items, and track them through completion. (CDRLs A004, A005, and A006)
- 3.2.29 The contractor shall coordinate daily operations of all post-delivery test events. (CDRLs A004 & A005).
- 3.2.30 The contractor shall maintain post delivery schedules. (CDRL A004)
- 3.2.31 The contractor shall provide programmatic support to PHD NSWC Combat System In-Service Engineers, PMS 317, and the IWS 10C In-Service Principal Assistant Program Manager by developing budgets, schedules, monthly financial reports, and short and long-term program plans. (CDRL A004)
- 3.2.32 The contractor shall track and report metrics and measures of effectiveness for all sponsor tasking, monitor work in progress, and develop work around plans or corrective actions as required. (CDRL A004)
- 3.2.33 The contractor shall prepare recommendations concerning C5I Integrated Test Coordination (C5ITC), OPNAV Troubled Systems Process (TSP), NAVSEA Top Management Attention and Top Management Initiative (TMA-TMI) process, Installation Coordination Teams (ICT), and RMMCO. (CDRL A004)
- 3.2.34 The contractor shall participate in meetings, conferences, and working groups, capture action items, follow up on execution of action items, and track them through completion. (CDRLs A005 & A006)
- 3.2.35 The contractor shall collect, scan, print, and file all pertinent Objective Quality Evidence (OQE) that AIT coordinators and Hull managers are required to maintain for LPD 17 Class ships. (CDRL A004)
- 3.2.36 The contractor shall provide inventory management support for PMS 377, PMS 317, and NSWC PHD Combat System In-Service Engineers. The contractor shall prepare inventory status reports including recommendations for re-stocking procurements. (CDRL A004)
- 3.2.37 The contractor shall receive, ship, track, inventory, and manage parts in ERP (including generating DD-1149s) for Landing Craft Air Cushion (LCAC) Service Life Extension Program (SLEP) and other PCMS, CVN, amphibious ship, and Strike Group support ship programs. (CDRL A004)

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3.2.38 The contractor shall create all documentation needed, including researching NSN and part numbers, to order via purchase card or small purchase contract. (CDRL A004)

3.2.39 The contractor shall create Navy Information Dominance Approval System (NAV-IDAS) entries to track planned information technology expenditures. (CDRL A004)

3.2.40 The contractor shall provide advanced planning of Warfare System installations (hardware and software) to the Program Executive Office for Integrated Warfare Systems (PEO IWS 10.0) for In-Service, RCOH and New Construction Aircraft Carriers. (CDRL A004)

3.2.41 The contractor shall participate in Warfare Systems Working Groups, PEO IWS Configuration Control Boards, Coordination Planning Groups, CST scheduling working groups, Naval C5I Modernization Working groups and Joint SYSCOM Interoperability Meetings, capture action items, follow up on execution of action items, and track them through completion. (CDRLs A005 & A006)

3.2.42 The contractor shall review all configuration management planning materials reviewed during the aforementioned meetings (para 3.2.41) and take action to resolve any discrepancies as required. (CDRL A004)

3.2.43 The contractor shall coordinate with the Modernization Manager to validate Modernization Readiness Assessment (MRA) spreadsheets against advanced planning resources and prepare discrepancy report and recommendations. (CDRL A004)

3.2.44 The contractor shall prepare Program Related Engineering (PRE)/Program Related Logistics (PRL) metrics and presentations in support of Planning Yard Program Reviews and Integrated Bridge Working Groups. (CDRL A004)

3.2.45 The contractor shall review Configuration Management (CM) materials, e.g., CDSA Dam Neck WSIDs, SEA05 Test & Evaluation Master Schedule, and MRAs, to identify gaps in the programming and scheduling of IWS Ship Change Documents (SCDs). (CDRL A004)

3.2.46 The contractor shall prepare one management plan and monthly management progress reports in support of task 3.2. (CDRLs A001, A002, and A003)

3.3 The contractor shall provide installation planning and technical advisory services to include baseline management for aircraft carrier, amphibious ship, and Strike Group support ship C5ISR systems.

3.3.1 The contractor shall coordinate the Carrier Planning Activity's Modernization Readiness Assessment (MRA) process, track C5ISR alteration maturity elements in support of CNO availabilities and Window Of Opportunities(WOOs.) (CDRL A003)

3.3.2 The contractor shall prepare recommendations to the Force CSO for Emergent or Non-Permanent Change (NPC) Install Requests, or Target Configuration Date (TCD) Waiver Requests and monitor C5ISR system configuration and report modifications occurring outside the standardized process. (CDRL A004)

3.3.3 The contractor shall prepare recommendations to the respective C5I Test Coordinator (C5ITC) to develop an integrated C5ISR test plan for CNO availabilities, monitor status and testing of all C5ISR systems installed or repaired during the availability, and notify project leadership when Ship's Force work cannot be completed by the scheduled or Key Event completion date. (CDRL A004)

3.3.4 The contractor shall identify required C5ISR repairs with Ship's Force and plan for their repair during CNO availabilities or other Windows of Opportunity (WOOs). (CDRL A004)

3.3.5 The contractor shall evaluate C5ISR Material Condition Assessments (MCA) and Material Condition Reviews (MCR), recommend a screening plan to the MPM and Force CSO, and share information on identifying and correcting CVN C5ISR issues to enable Force-wide trend analysis. (CDRL A004)

3.3.6 The contractor shall review the Current Ship's Maintenance Plan (CSMP) and prepare recommendations for corrective action. (CDRL A004)

3.3.7 The contractor shall participate in Carrier TEAM 1 and other meetings as the Point of Contact for the MPM or Force CSO as assigned, capture action items, follow up on execution of action items, and track them through completion. (CDRLs A005 & A006)

3.3.8 The contractor shall prepare guidance to applicable organizations in following the requirements from the Regional Maintenance and Modernization Office (RMMCO) to ensure minimum disruption to availability execution, coordinate planning of all CVN, amphibious ship, and Strike Group support ship C5ISR alterations with applicable organizations, and ensure all alterations are approved for installation in accordance with ship schedules. (CDRLs A004 & A006)

3.3.9 The contractor shall participate in CSMC knowledge-sharing activities by providing and receiving lists of lessons learned to brief MPMs and Force CSOs. (CDRLs A005 & A006)

3.3.10 The contractor shall prepare C5ISR Casualty Report (CASREP) status, subject matter expertise, and recommendations. (CDRL A004)

3.3.11 The contractor shall develop and implement Integrated Warfare System planning, production, execution and testing strategies through working with subject matter experts and official Navy guidance regarding Warfare System installations and integration. (CDRL A004)

3.3.12 The contractor shall provide system analysis, systems integration, topside design, EMI, interoperability, and engineering risk reduction studies and prepare recommendations. (CDRL A004)

3.3.13 The contractor shall organize, format, and maintain the individual Combat System Element POA&Ms in support of Refueling Complex Overhauls. (CDRL A004)

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3.3.14 The contractor shall produce and maintain a GFE tracking report to ensure timely delivery of GFE for AIT installation. *(CDRL A004)*

3.3.15 The contractor shall develop and maintain a database of condition reports and LARs required to support system. *(CDRL A004)*

3.3.16 The contractor shall create and submit Work Authorization Forms in support of AITs; identify shipyard support requirements such as rigging, temporary power, temporary ventilation, and gas lines; and ensure AITs are aware of safety tag-out requirements and notify the Government in the event of AIT non-compliance. *(CDRLs A004 & A006)*

3.3.17 The contractor shall coordinate Design Build Teams with RCOH combat system participants and track issues/action items that arise out of Design Build Team meetings. *(CDRL A006)*

3.3.18 The contractor shall coordinate and host Installation Coordination Team (ICT) summits for aircraft carriers and amphibious ships, capture action items, follow up on execution of action items, and track them through completion. *(CDRL A006)*

3.3.19 The contractor shall prepare one management plan and monthly management progress reports in support of task 3.3. *(CDRLs A001, A002, and A003)*

3.4 The contractor shall provide software maintenance and training services.

3.4.1 The contractor shall design and implement updates to the Test and Evaluation Automated Management Information System (TEAMIS), a web-based application including making the appropriate changes necessary for Naval Security requirements and for proper co-existence with the PHD NSWC portal. *(CDRL A008)*

3.4.2 The contractor shall improve and update database design and administer the ORACLE database. *(CDRL A008)*

3.4.3 The contractor shall determine shipboard Maintenance Management System training requirements through review and analysis of the ship's CSMP. *(CDRL A004)*

3.4.4 The contractor shall prepare maintenance management system software training to shipboard personnel on Organizational Maintenance Management System - Next Generation (OMMS-NG) or authorized equivalent Automated Information System (AIS) and prepare technical advice to personnel assigned to aircraft carrier 3M, Maintenance Support Center (MSC), and Divisional Work Center offices, and prepare records of personnel trained and instruction given. *(CDRLs A005 & A006)*

3.4.5 The contractor shall conduct formal classroom and On the Job Training (OJT) for Organizational maintenance information systems, provide technical advice to personnel assigned to aircraft carrier 3M, Maintenance Support Center (MSC), and Divisional Work Center offices, and provide records of personnel trained and instruction given. *(CDRLs A005 & A006)*

3.4.6 The contractor shall install and support maintenance management information system software on aircraft carriers. *(CDRL A005)*

3.4.7 The contractor shall investigate and correct shipboard problems pertaining to CSMP management, upline reporting, and Automated Shore Interface (ASI) drawdown. Issue resolution may be supplied via on-site visits or via distance support using e-mail, VTC, or other remote means. *(CDRLs A004 & A005)*

3.4.8 The contractor shall perform PACFLT aircraft carrier 3M Maintenance Data System (MDS) assist and assessment visits in conjunction with the COMNAVAIRFOR 3-M assessment. *(CDRLs A004 & A005)*

3.4.9 The contractor shall create and download ASI files for ships and monitor ships' actions to ensure that ASI files are created and processed on time. *(CDRL A004)*

3.4.10 The contractor shall participate in meetings pertaining to development, implementation and operation of maintenance information systems in support of CVN maintenance, as applicable, capture action items, follow up on execution of action items, and track them through completion. *(CDRLs A005 & A006)*

3.4.11 The contractor shall prepare one management plan and monthly management progress reports in support of task 3.4. *(CDRLs A001, A002, and A003)*

#### **4.0 <!--[endif]-->ADMINISTRATIVE REQUIREMENTS**

4.1 <!--[endif]-->In any case not covered by the provisions of this document or the specific tasking in the PWS, the contractor shall immediately consult the Contracting Officer's Representative for the resolution of technical matters regarding the tasking and the Contracting Officer for administrative and general matters.

#### **4.2 <!--[endif]-->Non-Personal Services**

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

#### **4.3 <!--[endif]-->Business Relations**



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

#### 4.4 <!--[endif]-->Contract Administration and Management

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

##### 4.4.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at NSWC PHD and the contractor's corporate offices. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

##### 4.4.2 Contract Administration

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

##### 4.4.3 Personnel Administration

The contractor shall provide the following management and support as required. The contractor shall make their own facilities available for their employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract tasks.

The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

#### 4.5 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Procuring Contracting Officer (PCO) or Contracting Officer Representative (COR).

#### 4.6 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories as defined in the Labor Categories document (see attachment), labor rates, and man-hours utilized in the performance of each TI (PWS line item) issued hereunder will be the minimum necessary to accomplish the task.

#### 4.7 Travel / Temporary Duty (TDY)

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

### 5.0 SAFETY AND ENVIRONMENTAL CONSIDERATIONS

#### 5.1 Safety

5.1.1 Contractor personnel shall comply with all applicable DoD, DoN, OSHA, NAVSEA, Naval Facilities Expeditionary Logistics Center (NFELC), 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 travel destinations. The contractor shall request clarification of safety procedures and guidance from a Government safety observer or manager, a responsible Government employee or the COR in any case where ambiguity or confusion may arise.

5.1.2 Contractor personnel shall immediately report all unsafe working conditions to a responsible Government employee.

5.1.3 The contractor shall immediately notify the COR of any serious contractor personnel injuries or deaths sustained in the performance of this requirement. 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.

5.2

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Environmental Protection and Compliance

## 5.2.1 Compliance with Environmental Management System:

<!--[if !supportLists]-->a.) <!--[endif]-->Contractor shall be subject to NSWC PHD Environmental Management Systems.

<!--[if !supportLists]-->b.) <!--[endif]-->Contractor working under this contract shall conform to all operational controls identified in NSWC PHD Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of NSWC PHD Environmental Management Systems. More details on complying with NSWC PHDs environmental requirements and objectives are located in section "J" of this contract.

## 5.2.2 Hazardous Material:

<!--[if !supportLists]-->a.) <!--[endif]-->Contractor shall provide documentation of training for personnel using hazardous materials as required.

<!--[if !supportLists]-->b.) <!--[endif]-->Contractor shall indicate that hazardous material containers, including those used by subcontractors, shall be marked with a unique identifier (e.g. company name or logo).

<!--[if !supportLists]-->c.) <!--[endif]-->Contractor shall indicate that all containers of hazardous material regulated under by the Contractor shall be closed at all times when material is not being used.

<!--[if !supportLists]-->d.) <!--[endif]-->Contractor shall indicate that "Daily Use" containers such as paper paint pots and similar containers are managed in accordance with Part 1910.1200 (HAZCOM Standard). "Daily Use" containers shall not be used for staging and/or storage of hazardous material.

<!--[if !supportLists]-->e.) <!--[endif]-->Contractor shall indicate that all containers of hazardous material shall be sealed using a tight fitting lid to prevent vapors escaping during staging or storage.

<!--[if !supportLists]-->f.) <!--[endif]-->Contractor shall remove hazardous material e.g. fluids from equipment, systems or subsystems prior to turning-in the items or parts to the Government.

## 5.2.3 Emergency Planning and Community Right to-Know Act (EPCRA) Section 302:

<!--[if !supportLists]-->1.) <!--[endif]-->Contractor shall submit one legible copy of Material Data Sheet (MSDS) for each product containing Hazardous Substance (HS) which is brought aboard the NSWC PHD to the COR.

<!--[if !supportLists]-->2.) <!--[endif]-->Contractor shall report quantity of each chemical product containing listed Extremely Hazardous Substances (EHS) which is brought aboard NSWC PHD.

## 5.2.4 EPCRA Section 304:

<!--[if !supportLists]-->1.) <!--[endif]-->Contractor shall provide verbal notification of the release of a reportable quantity of a listed or HS released at the Government facility to the SUPERVISOR/COR ENVIRONMENTAL Officer, immediately after initial applicable notifications have been made in accordance with local regulations. This verbal notification shall be followed by a written notification to the NSWC PHD COR, SUPERVISOR and ENVIRONMENTAL OFFICER within 24 hours.

## 5.2.5 EPCRA Section 311:

<!--[if !supportLists]-->1.) <!--[endif]-->Contractor shall provide MSDS and quantity (by weight) of each listed Hazardous substance and Extremely Hazardous Substance stored at NSWC PHD.

## 5.2.6 Hazardous Waste:

<!--[if !supportLists]-->1.) <!--[endif]-->Contractor shall comply with both U.S. and State Hazardous Waste Management Regulations. Hazardous waste becomes subject to regulation at the point of generation. A hazardous waste label must be affixed to the waste immediately following waste determination. Accumulation start date shown on HW label will be the date the HW was generated NOT the date the waste was sampled or analysis was completed.

<!--[if !supportLists]-->2.) <!--[endif]-->Contractor shall comply with Specific Requirements for Hazardous Waste (HW) Management:

<!--[if !supportLists]-->3.) <!--[endif]-->Contractor shall accept/retain liability, including all associated fines and penalties for improper management or disposal of HW.

<!--[if !supportLists]-->4.) <!--[endif]-->Contractor shall conduct daily inspections of their HW storage sites and provide SUPERVISOR/COR a copy of the daily inspection report.

<!--[if !supportLists]-->5.) <!--[endif]-->Contractor shall immediately correct any identified deficiencies.

<!--[if !supportLists]-->6.) <!--[endif]-->Contractor shall remove all HM upon completion of contract.

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>NSWC PHD SUPERVISOR will dispose of any HM abandoned by a contractor and charge the contractor with all associated costs. Abandoned HW shall be characterized as an unknown, properly disposed of, and the Contractor billed for all associated costs.

<!--[if !supportLists]-->8.) <!--[endif]-->Contractor shall obtain an EPA Generator Identification Number (ID) where state law allows.

<!--[if !supportLists]-->9.) <!--[endif]-->Contractor shall properly segregate, package and label all waste generated by industrial processes to control listed toxic or hazardous substances.

<!--[if !supportLists]-->10.) <!--[endif]-->Contractor shall properly characterize, identify or analyze all generated waste prior to disposal. If sampling of generated waste is required the contractor shall sample the waste using qualified sampling personnel and deliver to a National Environmental Laboratory Accreditation Program (NELAP). If sampling of generated waste is not required, contractor will verify the type and amount of the waste and dispose in accordance with federal, state and local requirements.

<!--[if !supportLists]-->11.) <!--[endif]-->Contractor shall manage all hazardous/non-hazardous waste in accordance with all local, federal state and NSWC PHD requirements.

<!--[if !supportLists]-->12.) <!--[endif]-->Contractor shall provide certification for all transporters, and Treatment, Storage and Disposal Facilities utilized verifying compliance with Federal, State and Local requirements.

#### 5.2.7 <!--[endif]--> Management of Operations on Waterfront and Piers:

5.2.7.1 Contractor shall not store HW, HM, fuel tanks and oil products on the pier. Contractors utilizing portable equipment, i.e. tanks, tankers, trucks that contain hazardous materials, oil, or oily waste and must be within 15 feet of pier drains shall install drain covers during operation of the equipment. Drain covers shall be installed in accordance with manufacturer's instructions. Drain cover shall be chemical resistant, flexible polyvinyl chloride (PVC) equal to JOMAC or HIPPO Brand. The cost of the reusable drain covers and clean-up following each use will be borne by the contractors and will not be reimbursed by the Government. Rubber drain covers will be used in addition to and are not considered a substitute for drip pans stenciled "Used Oil" or "Hazardous Waste Oil" depending upon which state contractors work is being performed.

#### <!--[if !supportLists]-->5.2.7.2 <!--[endif]-->Quality Air Permit:

Contractor shall comply with NBVC permit condition which includes spray painting and coating lines, paint related materials, organic solvent, degreasing operations and combustion processes, internal combustion engine, and boilers reporting requirement. Requirements involve emission inventories preparation for regulated sources and emission control equipment acquisition for newly defined volatile organic components and new additions and modifications (i.e., realignments and major repairs) to NSWC PHD requirements. Any leased/rented or owned equipment used by contractors within the Port Boundary, must utilize equipment that is registered with California Air Resources Board (CARB) and meets the requirements specified under the Port Cargo Handling Equipment Requirements, that is, (CARB) Verified Diesel Emission Control Strategies that meet the requirements of CARB Mobile Cargo Handling Equipment regulations. Contractor must comply with Off-Road equipment regulation and or Large Spark Engine rules: Gasoline, Compressed Natural Gas, and Liquefied Petroleum Gas Requirements.

#### 5.2.8 Container Management:

<!--[if !supportLists]-->1. <!--[endif]-->Contractor shall ensure all containers shall be in good condition (minor surface rust or dents are allowed), sealed, non-leaking, and compatible with the material being stored. HW containers shall be closed at all times except when adding or sampling.

<!--[if !supportLists]-->2. <!--[endif]-->Contractor shall seal containers properly to prevent spillage or leaks during transportation. All lids shall be closed and tightened.

<!--[if !supportLists]-->3. <!--[endif]-->Contractor shall ensure drums with rings shall have rings properly positioned with the bolt down and tightened:  
CAUTION: USE NON-SPARKING TOOLS ON CONTAINERS OF FLAMMABLE MATERIALS.

<!--[if !supportLists]-->4. <!--[endif]-->Contractor shall immediately transfer material from any container that does not properly seal.

<!--[if !supportLists]-->5. <!--[endif]-->Contractor shall ensure containers have no evidence of spills on the outside of the container; no dry or wet paint on the exterior sides.

#### 5.2.9 HW labeling:

<!--[if !supportLists]-->1. <!--[endif]-->Contractor shall complete all labels with indelible ink

<!--[if !supportLists]-->2. <!--[endif]-->Label each container of HW with a yellow HW label

<!--[if !supportLists]-->3. <!--[endif]-->Label must include EPA I.D. Number

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<!--[if !supportLists]-->

>4. <!--[endif]-->Name and address of generator

<!--[if !supportLists]-->5. <!--[endif]-->The proper shipping name of the waste

6. <!--[endif]-->EPA Waste Numbers

7. <!--[endif]-->Accumulation start date when required

<!--[if !supportLists]-->8. <!--[endif]-->Accumulation start date shown on label will be the date that HW was generated and NOT date that sample was taken or analysis was completed

<!--[if !supportLists]-->9. <!--[endif]-->Manifest number when transported off station

<!--[if !supportLists]-->10. <!--[endif]-->Contractor shall ensure that Labels of non-HW containers are completely filled out on non-HW label; each state regulation's will vary regarding the classification of HW vs. non HW.

5.2.10 NSWC PHD SUPERVISOR, COR and Environmental Officer will:

<!--[if !supportLists]-->1. <!--[endif]-->Survey the contractor work processes which have the potential to generate hazardous waste; use NSWC PHD environmental tools and instructions for documented surveillance.

<!--[if !supportLists]-->2. <!--[endif]-->Retain the right to inspect all hazardous waste/material management activities performed by the contractor.

<!--[if !supportLists]-->3. <!--[endif]-->Retain the right to take any/all wastes/materials from the contractor, if deemed necessary to protect the Government's interests.

<!--[if !supportLists]-->4. <!--[endif]-->Retain the right to stop contractor work/operations in the event of serious safety and environmental problems/violations.

<!--[if !supportLists]-->5. <!--[endif]-->Provide oversight (as necessary) to all spill clean-up operations.

<!--[if !supportLists]-->6. <!--[endif]-->And review all documentation of contractor efforts to comply with federal, state, Navy and local environmental laws and regulations. This review includes, but is not limited to compliance with any minimization efforts chosen by the contractor.

5.2.11 Waste Reduction Program:

<!--[if !supportLists]-->1. <!--[endif]-->Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

<!--[if !supportLists]-->2. <!--[endif]-->Contractor's programs shall comply with applicable federal, state, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act and implementing regulations (40 CFR Part 247).

5.2.12 Energy Efficiency in Energy-Consuming Products:

<!--[if !supportLists]-->1. <!--[endif]-->Contractor shall ensure that energy-consuming products are energy efficient products (i.e., Energy Star® products or Federal Energy Management Program designated products) at the time of contract award.

5.2.13 Hazard Communication Standards; Globally Harmonized Systems Training Requirements:

1. In accordance with 29 CFR 1910.1200, OPNAVINST 5100.23G, contractors who may supervise, lead, manage, use, handle or have potential to be exposed to hazardous material, hazardous substances or chemicals are required by law and Navy policy to comply with HAZARD COMMUNICATION STANDARDS; GLOBALLY HARMONIZED SYSTEMS TRAINING REQUIREMENTS. These environmental, safety and health requirements go beyond annual awareness training.

5.3 Contractor Facility

Execution of this order requires frequent interface with the personnel of the Naval Surface Warfare Center, Port Hueneme Division. Therefore, within 30 calendar days of contract award the Contractor shall establish and maintain for the duration of the contract, an office within Ventura County. The facility shall be used to house personnel that support this order but are not required to work at NSWC PHD or other locations. Management personnel at the facility should have full authority to conduct business concerning placement and performance of personnel providing services under this order.

5.4 Contractors Working at Government Facilities

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Projected Location and Hours of Work, Place(s) of Performance:

Projected Place of Performance	Estimated Hours
Port Hueneme, CA	████
Norfolk, VA	████
San Diego, CA	████
Corona, CA	████
Newport News, VA	██
Richmond, VA	█
Dahlgren, VA	██
Virginia Beach, VA	█
Bremerton, WA	████
Everett, WA	██
Yokosuka, Japan	████
Lakehurst, NJ	██
Washington, D.C.	████
Bahrain	██
Bethesda, MD	█
Quantico, VA	█
Crane, IN	█

Place(s) of Performance list is not all-inclusive and may include other places of performance.

Accomplishment of the results contained in this PWS requires work on government locations, on an effort specific basis. The Government may provide the Contractor workspace for performance of tasking at NSWC PHD, 4363 Missile Way, Port Hueneme, CA, in Buildings 1387, 1388, 1389, and such other locations within the NSWC PHD perimeter and other government facilities as required by the location of the work. Some of the other government facilities that the contractor may be required to perform tasking includes but not limited to; NSWC PHD Virginia Beach Detachment, NSWC PHD San Diego Detachment, Commander Naval Air Forces, PEO IWS Washington Navy Yard, NSWC Carderock, NSWC Corona, NSWC Crane, NSWC Dahlgren, Marine Corps System Command Quantico VA, US Army and Marine Corps Lifecycle Management Commands (LCMCs) and Logistics Readiness Centers (LRCS), US Naval Shipyards, other DoD Program Offices and Systems Commands (SYSCOMs), US Naval Weapon Stations, US Navy, Army, and Marine Corps Depots and Training Facilities and at various contractor, subcontractor, and Government facilities (mainly in the continental United States). The remainder of the work shall be performed at the Contractor facility and at the travel destinations identified in paragraph (3.0) below. Specific locations will be specified in individual TIs when issued.

5.4.2 Contractors that meet the criteria identified below will be required to obtain a Common Access Card (CAC). A National Agency Check with Inquiries (NACI) or NACI equivalent investigation and an FBI fingerprint check with favorable results are required in order to be eligible to obtain a CAC. 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. Upon Contractor employee separation, the expiration of this procurement and the termination of this procurement as required below, the Contractor is responsible for ensuring the return of any base passes, identification cards, and CAC badge to the security coordinator, the COR, or the Facility Security Officer.

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

5.4.3.1 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.

5.4.3.2 The individual requires remote access to DoD networks that use only the CAC logon for user authentication.

5.4.4 Normal workdays are Monday through Friday except US Federal Holidays. Workers typically work eight (8) hours per day, 40 hours per week. Flextime workers start not earlier than 0600 and not later than 0900. Core hours of work are from 0900 to 1500 daily. All employees are expected to be available during core hours. Except (a) federal holidays and (b) other days specifically designated by the Contracting Officer (KO). The standard hours of operation for remote site and travel destination work places are determined locally.

5.4.5 Federal Holidays. New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

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

- (1) If an extraordinary day off or leave, wherein Federal employees are excused from work with pay on what would be a normal work day without charge to leave, is granted to Federal employees by the direction of the President or an agency head, such as has occurred periodically on what would have been normal work days adjacent to major Federal holidays or on the occasion of Presidential funerals or national days of mourning, the contractor shall continue to provide contracted services in accordance with the requirement until and unless necessary access to Government buildings, ships, sites and other facilities is precluded due to absence of Government personnel.
- (2) If the contractor personnel are unable to conduct their work at an assigned Government work place due to an extraordinary day off or excused leave for Government employees, the contractor or any subcontractors may, at their discretion, continue work at another appropriate facility if possible or else grant paid or unpaid leave to its affected employees in accordance their company policies or any Collective Bargaining Agreement (CBA) that may apply. Whether contract payments will be made for time not worked will depend upon the terms and conditions of this contract, including the pricing mechanisms contained within the contract.
- (3) 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.
- (4) Estimated Extraordinary Leave and Excused Leave. For information purposes only, the granting of one extraordinary leave day per year is typical, normally adjacent to the Christmas Holiday, and instances of granting 59 minutes of administrative leave to Government personnel typically occurs two to three times per year.

5.4.7 Contractors shall not be present in Government facilities unless Government personnel are physically present at all times to carry out security-related functions. Government-Owned Contractor-Operated (GOCO) facilities outside of NSWC PHD are exempt from this requirement if appropriate local Government authority permits.

5.4.8 Provision will be made by the Government to allow necessary building, site, and facility access for contractor personnel on weekends and Federal holidays when necessary for this requirement. One week notification shall be required to the COR and the lead government representative if the contractor employee requires access to a specific building or facility on the station and meets the essential personnel requirement. Contractor personnel who must work weekends and Federal holidays but who do not require access to Government buildings, sites and facilities shall work at the contractor facility or such other non-Government facility as may be determined by the contractor as appropriate for the conduct of the work under this requirement.

5.4.9 In the event normal access to any part of the NSWC PHD command or any 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, 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 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 (KO). 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 KO at the earliest possible opportunity to make alternative facility arrangements for the continuation of contracted work.

5.4.10 Contractors requiring routine or repeated access to Naval Base Ventura County (NBVC) under this procurement may participate in the RAPIDGate program at their discretion as an alternative to securing daily base passes. Note that Common Access Cards (CACs) 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 RAPIDGate program.

5.4.11 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.

5.4.12 Contractor personnel shall comply with all DoD, DoN, NAVSEA, Naval Base Ventura County (NBVC), Naval Facilities Expeditionary Logistics Center (NFELC), 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, NFELC and NSWC PHD.

#### 5.5 Emergency Operations

5.5.1 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.

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When

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contractor personnel cannot access Government facilities for reasons described in paragraph above, contractor personnel shall continue performing the requirement of this PWS at the contractor facility or one or more alternative locations unless such performance is impossible due to safety, security, technical or cost considerations.

5.5.2.1 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.

5.5.2.2 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 in accordance with their company policies and any collective bargaining agreement (CBA) that may apply. Whether contract payments will be made for time not worked will depend upon the terms or conditions of this contract, including the pricing mechanisms contained within the contract.

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

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

5.5.3.2 Privacy Act Statement: The information gathered shall be used by the Government exclusively for the purposes shown in the paragraphs below. 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 requirement.

5.5.3.2.1 Cooperation with emergency personnel in rescue and recovery efforts.

5.5.3.2.2 Determining whether personnel with security clearances and access to classified information are missing, particularly if missing overseas.

5.5.3.2.3 Managing impacts to Government mission areas relative to the tasking in the requirement.

5.5.4 If an emergency situation creates the possibility of compromise of classified information and classified equipment, the contractor shall follow their Emergency Action Plan (EAP).

## 5.6 Provision of Support in Foreign Jurisdictions

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

5.6.2 Status of Forces Considerations. When providing support under this PWS within foreign national jurisdictions, whether for FMS or USN tasking, the contractor shall comply with the requirements below.

5.6.2.1 Definitions. Paragraphs [5.6.2.1.1] through [5.6.2.1.3] 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.

5.6.2.1.1 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.

5.6.2.1.2 The phrase "foreign national jurisdiction" shall be understood to refer to the territory of a foreign sovereign nation and its possessions; the ships, submarines, vessels and aircraft of such nation; the embassies, consulates and other diplomatic missions of such nation; and any other territory, edifice or conveyance over which such nation exercises national sovereignty, with the exception of foreign Government ships in United States territorial seas and internal waters and foreign government aircraft in United States air space.

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

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

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5.6.2.3 Where support under

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

5.6.2.4 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 US or foreign government personnel, whether during or outside working hours. The report shall be made not later than 2 business days after the contractor becomes aware of the incident and may be made by e-mail or in hard copy format. The contractor shall ensure the COR has received the report and is aware of its subject. If the COR is not available, the contractor shall make such report to the Contracting Officer with copy to the COR. The contractor shall provide updated reports to the COR as the incident develops, unless this requirement is waived by the COR. Reports shall include the following information about the incident, if available to the contractor at the time of the report:

- 5.6.2.4.1 Name(s) of contractor personnel involved.
- 5.6.2.4.2 Name(s) of US Government personnel involved, if any.
- 5.6.2.4.3 Whether foreign nationals were involved and their names and nationalities, if known.
- 5.6.2.4.4 Whether US or foreign law enforcement personnel were involved.
- 5.6.2.4.5 Whether US citizens or foreign nationals were injured or killed.
- 5.6.2.4.6 Whether US diplomatic missions or personnel were notified of the incident, and by whom.
- 5.6.2.4.7 Whether any local US military command was notified of the incident and by whom.
- 5.6.2.4.8 Whether the contractor personnel remain in the foreign jurisdiction or have traveled elsewhere.
- 5.6.2.4.9 Brief description of incident to include date(s), time(s) and locations(s), as applicable.
- 5.6.2.4.10 What action, if any, the contractor has taken to dispose of the incident.

5.6.2.5 These reports are for information only and nothing in the (2.62) series paragraphs shall be so interpreted as to deprive any personnel of due process or other civil rights. Where provision of this information, or any part of it, to the Government may be felt by the contractor or the contractor personnel to limit or infringe such rights, the contractor shall first contact the COR for clarification. If the COR is not available, the contractor shall instead contact the Contracting Officer.

5.6.2.6 Unless specifically required by the terms of a particular SOFA, or unless required by other US 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.

## 5.7 Government Furnished Property and Government Furnished Information

5.7.1 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 procurement as defined in paragraphs (2.62) through (2.65) below. Access to Government Furnished Information (GFI) will be restricted to only what is required to perform the requirements of this contract.

5.7.2 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. Contractor personnel shall be responsible for complying with security regulations regarding telephone, and personnel electronic devices.

5.7.3 Consumable Materials. Except as may be specified elsewhere in this requirement, use of Government consumable materials by the contractor is authorized on a case-by-case basis within the restrictions shown in Paragraphs (2.63a) through [2.63b(2)] below.

5.7.3.1 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 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.

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

5.7.5 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 business days after the report is available to the contractor.

5.7.6 All GFI shall be returned to the custody of the Government at the expiration of this procurement unless otherwise directed. No unauthorized copies of GFI shall be made by the contractor.



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#### Training Requirements

5.8.1 The contractor shall require all prime contractor and subcontractor personnel performing this requirement to successfully complete the following training at the frequency listed below and maintain currency of training for the duration of the Period of Performance:

##### 5.8.1.1 Training Specified of All Requirements

<u>TRAINING</u>	<u>FREQUENCY</u>
OPSEC	Once per fiscal year
Information Awareness	Once per calendar year
Information Assurance Certification	Per DoD 8570.01-M (for system administration only)
NATO Briefing	Start/end of contract
Hazard Communication Standards	Initial plus annual refresher

5.8.1.2 The training requirements specified above shall apply once to each contractor employee per course per period ("FREQUENCY") regardless of the number of NSWC PHD procurements to which the individual contractor employee is assigned. Completion of each training requirement for one

NSWC PHD procurement shall meet the training requirements for all NSWC PHD procurements within the period specified ("FREQUENCY").

5.8.2 The contractor shall maintain a list of personnel who have completed the training. The list shall be provided to the COR via email within 30 days after award of order. When there are any changes to the list and when it is specifically requested by the COR or Contracting Officer, the list shall be provided within 5 days from the date of the request. Contractor personnel working on two or more NSWC PHD procurements need complete this training only once per stated period and it shall be applicable to all current NSWC PHD procurements. However, completion of such training shall be certified individually for each NSWC PHD procurement with this training requirement.

#### 5.9 TRAVEL

5.9.1 Rules and allowances shall be in accordance with the Federal Joint Travel Regulations.

5.9.2 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.

5.9.3 Projected Locations and Frequency of Travel.

This is only a representative list of potential travel locations.

Location	Travel destination	Frequency per year
Port Hueneme, CA	Norfolk, VA	4
	Newport News, VA	3
	Bremerton, WA	1
	Everett, WA	1
	Washington, D.C.	1
	Yokosuka, Japan	2
	Underway	2
Bremerton, WA	San Diego, CA	2
Norfolk, VA	San Diego, CA	3
	Lakehurst, NJ	1
	Richmond, VA	1
	Port Hueneme, CA	2
	Yokosuka, Japan	1
	Washington, D.C.	5
	Dahlgren, VA	4
	Underway	17

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San Diego, CA	Bremerton, WA	3		
	Yokosuka, Japan	2		
	Bahrain	2		
	Norfolk, VA	4		
	Washington, D.C.	6		
	Underway	9		
Washington, D.C.	Newport News, VA	4		

## 6.0 SECURITY CONSIDERATIONS

### 6.1 Security Requirements Specification

- 6.1.1 This procurement does not require access to Communications Security (COMSEC) equipment.
- 6.1.2 This procurement does require access to the Secure Internet Protocol Router Network (SIPRNET).
- 6.1.3 This procurement does require access to intelligence information (INTEL).
- 6.1.4 This procurement does not require access to Sensitive Compartmented Information (SCI).
- 6.1.5 This procurement does require access to North Atlantic Treaty Organization (NATO) information.
- 6.1.6 This procurement does require access to Operations Security (OPSEC) Sensitive information.
- 6.1.7 This procurement does require access to Foreign Government Information (FGI).

### Security Clearances

6.2.1 Contractor personnel executing and supporting tasking requiring operation or testing of the tasking under this contract shall obtain and maintain a security clearance level of SECRET. Affected employees must have a current investigation in place or being processed for a periodic reinvestigation. Clearances shall be maintained for the duration of this procurement.

### 6.3 General Security Procedures

6.3.1 Contractor personnel shall comply with all DoD, DoN, NAVSEA, Naval Base Ventura County (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.

#### 6.3.2 Rescission of Access to Government Facilities

- 6.3.2.1 Access to Government facilities is at the discretion of the Government. The Government reserves the right to rescind access of contractor personnel to Government facilities at any and all times and without presenting reason.
- 6.3.2.2 In each instance when contractor employees depart Naval Base Ventura County at the end of their employment with the company or firm, at the end of the Period of Performance (PoP) of this procurement, upon their transfer to another procurement, and upon being denied access to Government facilities for whatever reason, the contractor shall ensure the prompt return to the Government of all of the following materials in the possession of that employee:
  - 6.3.2.2.1 Government-owned keys to desks, offices, etc.
  - 6.3.2.2.2 Common Access Cards (CACs), except for CACs issued to retired military personnel and retired civil servants on that basis
  - 6.3.2.2.3 GFE and GFI, with special attention to IT equipment, CI, and CPI
  - 6.3.2.2.4 Courier pass, if issued to the departing employee
- 6.3.2.3 The contractor may collect the materials listed above 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.

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

<!--[if !supportLists]-->6.4 <!--[endif]-->Information Protection

<!--[if !supportLists]-->6.4.1	CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. L603	AMENDMENT/MODIFICATION NO. 05	PAGE 31 of 76	FINAL
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!supportLists]-->6.4.1 <!--[endif]-->Protection Against Compromising Emanations

6.4.1.1 The Contractor shall provide or use only information technology, as specified by the Government, that has been accredited to meet the appropriate information assurance requirements of—

6.4.1.1.1 The National Security Agency National TEMPEST Standards (NACSEM No. 5100 or NACSEM No. 5100A, Compromising Emanations Laboratory Test Standard, Electromagnetics (U)); or

6.4.1.1.2 Other standards specified by this contract, including the date through which the required accreditation is current or valid for the contract.

6.4.1.2 Upon request of the Contracting Officer, the Contractor shall provide documentation supporting the accreditation.

6.4.1.3 The Government may, as part of its inspection and acceptance, conduct additional tests to ensure that information technology delivered under this contract satisfies the information assurance standards specified. The Government may conduct additional tests—

<!--[if !supportLists]--> i. <!--[endif]-->At the installation site or contractor's facility; and

<!--[if !supportLists]--> ii. <!--[endif]-->Notwithstanding the existence of valid accreditations of information technology prior to the award of this contract.

6.4.1.4 Unless otherwise provided in this contract under the Warranty of Supplies or Warranty of Systems and Equipment clause, the Contractor shall correct or replace accepted information technology found to be deficient within 1 year after proper installations.

<!--[if !supportLists]-->6.4.1.4.1 <!--[endif]-->The correction or replacement shall be at no cost to the Government.

6.4.1.4.2 Should a modification to the delivered information technology be made by the Contractor, the 1-year period applies to the modification upon its proper installation.

<!--[if !supportLists]-->6.4.1.4.3 <!--[endif]-->This paragraph (d) applies regardless of f.o.b. point or the point of acceptance of the deficient information technology.

#### 6.4.2 Information Assurance Contractor Training and Certification

Contractor shall ensure that Information assurance, security and privacy for computer systems are in compliance with FAR 52.239-1. The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

6.4.2.1 DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

6.4.2.2 Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

6.4.2.2.1 Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

6.4.2.2.2 Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

6.4.3 Contractor personnel granted access to the ePLM IDE system will be required to complete Navy Information Assurance (IA) or comparable training, at the Government's discretion, and complete and sign appropriate IA forms.

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

#### 6.5 Operations Security

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

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contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information as identified in the Critical Information (CI) List below (6.5.5). The prime contractor and all subcontractors shall employ the countermeasures listed herein below in order to protect that information. Additional countermeasures may be employed as necessary. If an OPSEC Plan is provided, the contractor and all subcontractors shall comply with that plan. These OPSEC requirements will be in effect throughout the life of the procurement from award through the conclusion of services at the end of the Period of Performance (PoP) or other procurement termination.

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

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

6.5.4.1 PHDNSWCINST 3432.1A Operations Security

6.5.4.2 NSWC PHD DD 254 OPSEC Supplement

6.5.4.3 Program OPSEC Plan (if applicable)

6.5.4.4 All OPSEC requirements as identified in this Performance Work Statement (PWS).

6.5.5 Critical Information (CI). Critical information is specific facts about the intentions, capabilities, operations, or activities of NSWC PHD and its supporting contractors needed by adversaries or competitors to plan and act, so as to guarantee failure or unacceptable consequences for mission accomplishment. The items in the paragraphs below are deemed to be general Critical Information for the purposes of this requirement. 6.5.5.1 Force Protection countermeasures

6.5.5.2 Information Technology (IT) network vulnerabilities and defenses

6.5.5.3 Employee personal information, including Social Security Number (SSN), home address, home telephone number, family information, financial data, and similar sensitive information which might contribute to identity theft and the breach of DoD security systems. 6.5.5.4 Engineering processes

6.5.5.5 Budgetary and financial information

6.5.5.6 Overseas travel

6.5.5.7 Content of DoD and contractor portals

6.5.5.8 Passwords and combinations

6.5.5.9 Countermeasures

6.5.5.10 DoD weapon systems capabilities

6.5.5.11 DoD weapon systems vulnerabilities and limitations

6.5.5.12 Test and evaluation (T&E) schedules

6.5.5.13 Self Defense Test Ship (SDTS) configuration, schedules and movements

6.5.5.14 Ships' schedules and movements, including port visits

6.5.5.15 Ships' readiness and material condition, including casualty report (CASREP) status; Combat Systems Ship Qualification Trial (CSSQT) events, scenarios and schedules; and other information that could be used to determine a ship's combat readiness and deduce movements. 6.5.5.16 New combat systems technologies and demonstrations

6.5.5.17 Technical documentation

6.5.5.18 DoD, Navy, NAVSEA, NSWC and NSWC PHD, and other federal agencies' website pages and contents, except public-facing contents

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6.5.5.19 Location, deployment, movements, capabilities, vulnerabilities and readiness condition of US, allied and friendly forces worldwide

6.5.6 Minimum Protection Requirements for Critical Information. Critical information is exempt from public release under Exemption 2 [high (b) (2)] of the Freedom of Information Act (FOIA). It is designated "For Official Use Only (FOUO)" and is considered controlled unclassified information. The following Information Security requirements apply:

6.5.6.1 Controlled Unclassified Information (CUI): Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

6.5.6.2 Minimum Requirements for Access to Controlled Unclassified Information (CUI): Prior to access, contractor personnel requiring access to DoN controlled unclassified information (CUI) or "user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or contractor entity representative for a suitability determination by DoN Central Adjudication Facility.

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

6.5.7 Countermeasures. Countermeasures to Critical Information exploitation are required to negate the susceptibility of critical information to exploitation by an adversary or competitor. The contractor shall protect all CI in a manner appropriate to the nature of the information, including use of the countermeasures listed in paragraphs below, as applicable to each specific item of CI:

6.5.7.1 Encryption of electronically-stored CI.

6.5.7.2 Encryption of e-mail containing CI.

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

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

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

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

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

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

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

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

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

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

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

6.5.7.14 Limiting the inclusion of CI in contract and budget documents, presentations, press releases and other publications to that which is essential to the performance of this requirement.

6.5.7.15 Use of protected databases and strong passwords and the protection of user identifications (UserIDs).

6.5.7.16 During test and evaluation events (as applicable to this requirement) practice OPSEC methodologies with respect to staging units, personnel and materials out of the observation of unauthorized persons; desensitization; and the speed of execution of the event.

6.5.8 Specific Critical Program Information. Paragraph (6.5.5) contains the generic categories of Critical Information to be protected under this requirement. For reasons of Operations Security, Critical Program Information (CPI) will not be identified to offerors prior to award. CPI will be identified to the successful offeror only after receipt of order.

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Compromise. The contractor shall notify the COR within one business day of all known and suspected compromises of CI. If the COR cannot be reached, the contractor shall notify the contracting officer instead. Notification can be made by any means consistent with the protection of the subject CI.

#### 6.5.10 “For Official Use Only (FOUO)” Information

6.5.10.1 The “For Official Use Only (FOUO)” marking is assigned to information at the time of its creation. It is not authorized as a substitute for a security classification marking but is used on official Government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).

6.5.10.2 Use of FOUO markings does not mean that the information can’t be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it. Review of FOUO information provided by, and created under contract to, NSWC PHD must be reviewed by NSWC PHD.

6.5.10.3 All UNCLASSIFIED documents created under this procurement that contain FOUO information will be marked “FOR OFFICIAL USE ONLY” on the bottom of the cover page and interior pages.

6.5.10.4 Classified documents containing FOUO do not require any markings on the cover of the document. However, the interior pages containing only FOUO information shall be marked at the top and bottom center with “FOR OFFICIAL USE ONLY.” Only unclassified portions containing FOUO shall be marked with “(FOUO)” immediately before each unclassified FOUO portion.

6.5.10.5 All FOUO information released to the contractor by NSWC PHD will be marked with the following statement prior to transfer:

THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. EXEMPTION(S)  
\_\_\_\_\_ APPLY.

Removal of the FOUO marking may be accomplished only by the originator or other designated authority. The contractor shall not remove any FOUO marking without written authorization from NSWC PHD. The Government will notify the contractor when the FOUO status is terminated.

6.5.10.6 The contractor is authorized to disseminate FOUO information to its employees and team mates having a need to know the information in order to accomplish the requirements of this procurement.

6.5.10.7 During working hours, reasonable steps shall be taken to minimize the risk of access to FOUO information by unauthorized personnel. FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need to know the information in order to perform the requirements of this procurement. During nonworking hours, the FOUO information shall be stored in a locked desk, file cabinet, bookcase, rooms, or other lockable container or space affording reasonable protection from unauthorized disclosure.

6.5.10.8 FOUO information may be transmitted via US postal service first-class mail, parcel post and fourth-class mail for bulk shipments only. The contractor shall not permit FOUO information to enter foreign postal systems and parcel delivery systems.

6.5.10.9 When no longer needed, FOUO information shall either be returned to appropriate Government custody or destroyed in a manner precluding reconstruction of the information and placing it in the regular refuse or recycle container or in an uncontrolled burn container.

6.5.10.10 Electronic transmission of FOUO information (via voice, data, or facsimile transmission) shall be by approved secure communications systems. If circumstances preclude the use of such a system, the contractor shall consult the COR; if the COR is not available and time requirements do not permit delay, the contractor shall consult the contracting officer.

6.5.10.11 Unauthorized disclosure of FOUO information does not constitute a security violation but the contractor shall inform the COR within one business day of all known and suspected compromises of FOUO information. If the COR cannot be reached, the contractor shall notify the contracting officer instead. Notification can be made by any means consistent with the protection of the subject FOUO information. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

## 7.0 GENERAL CONSIDERATIONS

7.1 Paperless Environment. Work completed under this PWS will require delivery in various forms, such as technical reports; engineering design drawings; information gathering, sorting and transfer techniques; and implementation processes. Unless specified otherwise above, the Contractor shall exploit and implement new technologies to include utilizing up to date software and hardware, provide conference rooms equipped with modern video and teleconference communication equipment, secure electronic file transfer capabilities in moving toward a “paperless” environment, in compliance with all acquisition reform changes. Deliverables may be required in printed form (“hard copy”), optical media, digital media, or via wire and wireless means of communications. The Government anticipates delivery requirements will shift continually toward electronic or optical media for transfer and sharing of information during the course of this PWS.

7.2 Data Ownership and Intellectual Property Protection. All data and products produced as deliverables, technical data, tools, and documentation as part of development support under this PWS are considered Government Owned Property with Unlimited Technical Data rights. The Government reserves the right to use, disclose, reproduce, modify, prepare derivative works thereto, and distribute such technical data as deemed necessary by the Government. The Contractor shall be responsible for ensuring compliance with all intellectual property, copyright and trademark laws, and for the appropriate marking of copyrighted and trademarked data incorporated into technical data and deliverables produced under this PWS, including obtaining written permission for use and reproduction by the Government, as appropriate. The Contractor shall not deliver any software, technical data, documents, source code, or the like with any markings indicating ownership claiming Company Proprietary, Restricted

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Rights and/or Limited Rights to the Government. All technical data, as defined in the applicable FAR/DFARS/US Code clauses and sections, generated and delivered under this PWS shall be marked as UNLIMITED TECHNICAL DATA RIGHTS and carry the appropriate security markings.

## 8.0 WAGE DETERMINATION

The Department of Labor current Wage Determinations are provided to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your labor cost proposal. Wage Determination are included as Attachment 2 of the Solicitation.

Projected Wage Determination locations:

Port Hueneme	CA
San Diego	CA
Corona	CA
Crane	IN
Bethesda	MD
Lakehurst	NJ
Bremerton	WA
Everett	WA
Dahlgren	VA
Newport News	VA
Norfolk	VA
Newport News	VA
Richmond	VA
Virginia Beach	VA
Washington	D.C

Labor Categories/DOL Titles/SCA Codes:

LABOR CATEGORY	DOL OCCUPATION	SCA CODE
Program Manager	N/A	N/A
Subject Matter Expert	N/A	N/A
Senior Engineer	N/A	N/A
Engineer	N/A	N/A
Senior Electronics Technician	ENGINEERING TECHNICIAN VI	30086
Electronics Technician	ENGINEERING TECHNICIAN V	30085
Principal Analyst	N/A	N/A
Senior CAD Specialist	DRAFTER/CAD OPERATOR IV	30064
CAD Specialist	DRAFTER/CAD OPERATOR	30061
Senior Technical Writer	TECHNICAL WRITER III	30463
Senior Support Specialist	ADMINISTRATIVE ASSISTANT	01020
Inventory Manager	WAREHOUSE SPECIALIST	21410

### HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

### HQ C-1-0002 ITEM(S) - ENGINEERING SERVICES (NAVSEA) (APR 2004)

(a) The Contractor shall furnish the services of qualified engineer(s) to:

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- (1) Assist in planning, installation, testing, checkout, adjustment, operation, disassembly, and repair of ; and
- (2) Perform on-the-job instruction and training of Navy personnel (military and/or civilian). (Not applicable to SCN funded items).
- (b) For purposes of this requirement, the following definitions apply:
- (1) "Domestic services" means services rendered within the United States (U.S.) and/or on Navy vessels in ports within the U.S. or at sea, provided the vessel does not enter port outside the U.S.
- (2) "Foreign services" means services other than domestic.
- (3) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.
- (4) "Man day" means the services of one engineer for one day of eight hours, Monday through Friday (excluding holidays).
- (5) "Holidays" means all Federally recognized holidays.
- (c) The engineering services shall be performed within the limits, if any, as to place(s) and period(s) specified therefore, as authorized by \_\_\_\_\_ .
- (d) When authorized under paragraph (c) above, each engineer shall perform engineering services in accordance with supplemental instructions provided by the Contract Administration Office (CAO) cognizant of vessel construction/conversion contract, a representative of the authorizing activity or a representative of the activity where the engineering services are performed, as applicable. However, each engineer shall not be considered an employee of the Government.
- (e) Travel time necessary for performance of such services shall be included in computing the man days of service. When services are performed at sea and the engineer(s) is unable to leave the vessel when work is completed, the remaining time aboard the vessel shall be considered travel time for purposes of computing the man days of services. However, the Contractor shall be paid for no more than one man day of service per calendar day for each engineer while in travel status.
- (f) Passports, visas, inoculations and other medical requirements necessary for performance of engineering services shall be at the sole responsibility and expense of the Contractor.
- (g) Each time services are performed, the engineer(s) shall obtain a certification of performance from a responsible U.S. Government official aboard the vessel or at the activity where the services were performed, citing tasks satisfactorily performed and hours worked each day.
- (h) The maximum liability of the Government for each engineering services item shall not exceed the amount set forth in the Schedule, or the amount obligated whichever is less. If, at any time, the Contractor has reason to believe that the amounts it expects to incur in the performance of each engineering services item in the next succeeding sixty (60) days, when added to all amounts 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 man days and/or amount for the full performance of each engineering services item will be greater than or substantially less than that set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of the man days and/or amount for the performance of said item. The Contractor shall not exceed the obligated amount for each engineering services item, unless and until the Contracting Officer has increased such amount in writing.
- (i) In the event the Government does not designate time(s) and place(s) sufficient for performance of the total quantity of engineering services set forth in the Schedule within the period(s) provided therefore, those services not furnished shall be deemed to be terminated for the convenience of the Government at no cost to the Government. Such termination shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

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

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains



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proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

#### **HQ C-2-0004 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 NAVSEA INST 5500.3 (series) in effect on the date of this contract or agreement.
- (b) If the Contractor desires 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 in accordance with applicable security regulations and instructions. (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

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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 for default in accordance with 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.

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

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

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

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for

which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

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

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

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

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

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for (1) The specifications set forth in Section C, and (2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

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

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Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or  
(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

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

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No. N00024-15-R-3250.

(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.

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

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

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

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

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

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

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

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

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- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

#### **SECTION D PACKAGING AND MARKING**

##### **HQ D-1-0001 DATA PACKAGING LANGUAGE (SEP 2009) (CLIN(s) 7075, 7085, OPTION CLIN(s), 7175, 7178, 7275, 7285, 7375, 7385, 7475, 7485)**

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

- (1) name and business address of the Contractor
- (2) contract number/task order number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:
 

(Name of Individual Sponsor)  
  
 (Name of Requiring Activity)  
  
 (City and State)

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **CLAUSES INCORPORATED BY REFERENCE**

Note: Section J, Exhibit A provides Contract Data Requirements List details and associated Data Item Descriptions.

#### **52.246-5 INSPECTION OF SERVICES-COST REIMBURSEMENT (APR 1984)**

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

CLIN(s) 7000, 7050, OPTION CLIN (s) 7100, 7150, 7200, 7250, 7300, 7350, 7400, 7450, 9000, 9050, 9100, 9150, 9200, 9250, 9300, 9350, 9400, 9450, – INSPECTION AND ACCEPTANCE SHALL BE MADE BY THE CONTRACTING OFFICER’S REPRESENTATIVE (COR) OR A DESIGNATED REPRESENTATIVE OF THE GOVERNMENT

#### **HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (CLIN(s) 7075, 7085, OPTION CLIN(s), 7175, 7178, 7275, 7285, 7375, 7385, 7475, 7485)**

INSPECTION AND ACCEPTANCE OF ALL DATA SHALL BE AS SPECIFIED ON THE ATTACHED CONTRACT DATA REQUIREMENTS LIST(S), DD FORM 1423

## **SECTION F DELIVERABLES OR PERFORMANCE**

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

7000	6/20/2016 - 6/19/2017
9000	6/20/2016 - 6/19/2017

### **CLIN – DELIVERIES OR PERFORMANCE**

**Deliveries or performance** shall be in accordance with the Section F of the SeaPort-e Multiple Award IDIQ contract and as describe below. Exercise of any options depends upon the exercise of the options of the basic contract under the SeaPort-e Multiple Award Contract.

Note: Section J, Exhibit A provides Contract Data Requirements List details and associated Data Item Descriptions.

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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Projected Place of Performance	Estimated Hours
Port Hueneme, CA	██████
Norfolk, VA	██████
San Diego, CA	██████
Corona, CA	██████
Newport News, VA	██████
Richmond, VA	██████
Dahlgren, VA	██████
Virginia Beach, VA	██████
Bremerton, WA	██████
Everett, WA	██████
Yokosuka, Japan	██████
Lakehurst, NJ	██████
Washington, D.C.	██████
Bahrain	██████
Bethesda, MD	██████
Quantico, VA	██████
Crane, IN	██████

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

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

ITEM(S)	FROM	TO
CLIN 7000	6/20/2016	6/19/2017
CLIN 7050	6/20/2016	6/19/2017
CLIN 7075	6/20/2016	6/19/2017
CLIN 7085	6/20/2016	6/19/2017
CLIN 7100	6/20/2017	6/19/2018
CLIN 7150	6/20/2017	6/19/2018
CLIN 7175	6/20/2017	6/19/2018
CLIN 7185	6/20/2017	6/19/2018
CLIN 7200	6/20/2018	6/19/2019
CLIN 7250	6/20/2018	6/19/2019

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CLIN 7275	6/20/2018	6/19/2019		
CLIN 7285	6/20/2018	6/19/2019		
CLIN 7300	6/20/2019	6/19/2020		
CLIN 7350	6/20/2019	6/19/2020		
CLIN 7375	6/20/2019	6/19/2020		
CLIN 7385	6/20/2019	6/19/2020		
CLIN 7400	6/20/2020	6/19/2021		
CLIN 7450	6/20/2020	6/19/2021		
CLIN 7475	6/20/2020	6/19/2021		
CLIN 7485	6/20/2020	6/19/2021		
CLIN 9000	6/20/2016	6/19/2017		
CLIN 9050	6/20/2016	6/19/2017		
CLIN 9100	6/20/2017	6/19/2018		
CLIN 9150	6/20/2017	6/19/2018		
CLIN 9200	6/20/2018	6/19/2019		
CLIN 9250	6/20/2018	6/19/2019		
CLIN 9300	6/20/2019	6/19/2020		
CLIN 9350	6/20/2019	6/19/2020		
CLIN 9400	6/20/2020	6/19/2021		
CLIN 9450	6/20/2020	6/19/2021		

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

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

#### **SECTION G CONTRACT ADMINISTRATION DATA**

##### **CLAUSES INCORPORATED BY REFERENCE**

252.204-7006 Billing Instructions OCT 2005

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports MAR 2008

#### **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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POINTS OF CONTACT – The Government points of contact for this contract are as follows:

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

CONTRACTING OFFICER'S REPRESENTATIVE:

[REDACTED]

PORT HUENEME DIVISION

**NAVAL SURFACE WARFARE CENTER**

**4363 MISSILE WAY**

PORT HUENEME, CA 93043-4367

[REDACTED]

[REDACTED]

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

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

PURCHASING OFFICE REPRESENTATIVE:

[REDACTED]

CONTRACT SPECIALIST

PORT HUENEME DIVISION

NAVAL SURFACE WARFARE CENTER

B 456 Aberdeen Ave

WSMR, NM 88002-5203

[REDACTED]

[REDACTED]

CONTRACTING OFFICER

[REDACTED]

PORT HUENEME DIVISION

NAVAL SURFACE WARFARE CENTER

B 456 Aberdeen Ave



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WSMR, NM 88002-5203



Other terms and conditions are in accordance with Section G of the SeaPort-e Multiple Award basic contract.

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

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

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

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

**SPECIAL PAYMENT INSTRUCTIONS**

In accordance with (DFARS) PGI 204.7108 "Other"(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS, the following payment instructions apply to this contract:

a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

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(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.

Type of Order- This is a Cost-Plus-Fixed-Fee (CPFF) type for Surge Labor CLINs, and Cost only for Other Direct Cost. The contractor shall devote the specified level of effort the time periods stated in Section B and H, as applicable.

**252.204-0005 Line Item Specific: by Cancellation Date. (SEP 2009)**

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

**DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions.**

**WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

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

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

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

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

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

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

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

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

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

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

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(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" \_\_\_\_\_

*(Contracting Officer: Insert applicable document type(s).*

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N63394
Admin DoDAAC	S0514A
Inspect By DoDAAC	N63394
Ship To Code	N63394
Ship From Code	N63394
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A

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LPO DoDAAC	N/A			
DCAA Auditor DoDAAC	N63394			
Other DoDAAC(s)	N/A			

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

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

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

---

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

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

---

(Contracting Officer: Insert applicable information or "Not applicable.")

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

Accounting Data  
SLINID PR Number

Amount

-----  
700001 130057539200001  
AA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003472664  
Fund Type: OM&N  
Funds Expiration: 9/30/2016  
Provide Combat System In-Service Engineering & Logistics

LLA :

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02

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700002 130057446100001

LLA :

AB 1761804 8B5B 251 CV312 0 050120 2D 000000 A00003465954

FS: OMN

FED: 30SEP16/WCD: 31MAY17\*

\*10 USC 2410(a) AUTHORITY INVOKED

SON: N0002416WX01495

LABOR 7000 IAW/TI# 4067-L603-002

900001 130057446100001

LLA :

AB 1761804 8B5B 251 CV312 0 050120 2D 000000 A00003465954

FS: OMN

FED: 30SEP16/WCD: 31MAY17\*

\*10 USC 2410(a) AUTHORITY INVOKED

ODC 9000 IAW/TI# 4067-L603-002

MOD 02 Funding

Cumulative Funding

MOD 03 Funding

Cumulative Funding

MOD 04

700003 130056653200001

LLA :

AC 1751810 61LT 251 CV312 0 050120 2D 000000 A00003403863

FS: OPN

FED: 30SEP17/WCD: 30SEP16

SON: N0002415WX07293

LABOR 7000 IAW/TI# TI-4067-L603-003

900002 130056653200001

LLA :

AC 1751810 61LT 251 CV312 0 050120 2D 000000 A00003403863

FS: OPN

FED: 30SEP17/WCD: 30SEP16

SON: N0002415WX07293

ODC 9000 IAW/TI# TI-4067-L603-003

MOD 04 Funding

Cumulative Funding

MOD 05 Funding

Cumulative Funding

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### Key Personnel and Substitution of Personnel

Clause 5252.237-9106 SUBSTITUTIONS OF PERSONNEL (SEP 1990):

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

(b) ALL proposed substitutes should have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include;

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(1) an explanation of the circumstances necessitating the substitution;

(2) a complete resume of the proposed substitute; and

(3) any other information requested by the Contracting officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) List of Key Personnel Desired Qualifications and Experience:

i. **Program Manager -1 resume**

A. Education: Bachelor's Degree or higher from an accredited college or university in an applicable discipline such as Engineering, Computer Science, or Mathematics.

B. Background/Experience: At least ten (10) years of practical experience in the Test and Evaluation (T&E) of Navy combat systems is required. A thorough technical understanding of Navy T&E processes, demonstrated technical participation in T&E of Integrated Combat Systems and the component sensors and weapons shall be demonstrated. Evidence of leadership and influence in T&E planning meetings, program reviews, and technical working groups is required. The ability to communicate effectively with Navy and/or DOD Executive management shall be demonstrated. The ability to provide leadership in multi-organizational technical projects shall be demonstrated. The resume should define Combat Systems experience achieved in all or a portion of the following systems: Ship Self Defense System (SSDS), Rolling Airframe Missile (RAM), NATO SEASPARROW Missile Systems (NSSMS), Cooperative Engagement Capability (CEC), and any radar found on Aircraft Carriers or amphibious ships such as AN/SPQ-9B, AN/SPS-48G, AN/SPS-49, or AN/SPS-67. The candidate shall obtain and maintain clearance level of SECRET.

ii. **Senior Engineer -1 resume**

A. Education: Bachelor's Degree or higher from an accredited college or university in an applicable discipline such as Engineering, Computer Science, or Mathematics.

B. Background/Experience: At least fifteen (15) years of practical experience in In-Service Engineering of Navy combat systems is required. A thorough technical understanding of Navy In-Service Engineering (ISE) processes, demonstrated technical participation in ISE of Integrated Combat Systems and the component sensors and weapons shall be demonstrated. Evidence of leadership and influence in ISE planning meetings, program reviews, and technical working groups is required. The ability to communicate effectively with Navy and/or DOD Executive management shall be demonstrated. The ability to provide leadership in multi-organizational technical projects shall be demonstrated. The resume should define Combat Systems experience achieved in all or a portion of the following systems: Ship Self Defense System (SSDS), Rolling Airframe Missile (RAM), NATO SEASPARROW Missile Systems (NSSMS), Cooperative Engagement Capability (CEC), and any radar found on Aircraft Carriers or amphibious ships such as AN/SPQ-9B, AN/SPS-48G, AN/SPS-49, or AN/SPS-67. The candidate shall obtain and maintain clearance level of SECRET.

iii. **Engineer -2 resumes**

A. Education: Bachelor's Degree or higher from an accredited college in an applicable discipline such as Engineering, Computer Science, or Mathematics.

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B. Background/Experience: At least ten (10) years of practical experience in In-Service Engineering of Navy combat systems is required. A thorough technical understanding of Navy In-Service Engineering (ISE) processes, demonstrated technical participation in ISE of integrated Combat Systems and the component sensors and weapons shall be demonstrated. Evidence of leadership and influence in ISE planning meetings, program reviews, and technical working groups is required. The ability to communicate effectively with Navy and/or DOD Executive management shall be demonstrated. The ability to provide leadership in multi-organizational technical projects shall be demonstrated. The resume should define Combat

Systems experience achieved in all or a portion of the following systems: Ship Self Defense System (SSDS), Rolling Airframe Missile (RAM), NATO

SEASPARROW Missile Systems (NSSMS), Cooperative Engagement Capability (CEC), and any radar found on Aircraft Carriers or amphibious ships such as AN/SPQ-9B, AN/SPS-48G, AN/SPS-49, or AN/SPS-67. The candidate shall obtain and maintain clearance level of SECRET.

iv. **Senior Electronics Technician -4 resumes**

A. Education: Associates Degree or higher from an accredited college or university in a technical discipline such as Electronics, Computer Science, or Mathematics.

B. Background/Experience: At least fifteen (15) years of practical experience in In-Service Engineering of Navy combat systems is required. A thorough technical understanding of Navy In-Service Engineering (ISE) processes, demonstrated technical participation in ISE of integrated Combat Systems and the component sensors and weapons shall be demonstrated. Evidence of leadership and influence in ISE planning meetings, program reviews, and technical working groups is required. The ability to communicate effectively with Navy DOD Executive management shall be demonstrated. The ability to provide leadership in multi-organizational technical projects shall be demonstrated. The resume should define Combat

Systems experience achieved in all or a portion of the following systems: Ship Self Defense System (SSDS), Rolling Airframe Missile (RAM), NATO

SEASPARROW Missile Systems (NSSMS), Cooperative Engagement Capability (CEC), and any radar found on Aircraft Carriers or amphibious ships such as AN/SPQ-9B, AN/SPS-48G, AN/SPS-49, or AN/SPS-67. The candidate shall obtain and maintain clearance level of SECRET.

v. **Principal Analyst -2 resumes**

A. Education: Bachelor of Arts Degree or Bachelor of Science Degree or higher from an accredited college or university in any discipline.

B. Background/Experience: At least ten (10) years of practical experience in a professional environment. Experience with Navy Combat Systems is preferred. The ability to communicate effectively with executive management shall be demonstrated. The ability to provide leadership in multi-organizational projects shall be demonstrated. The candidate shall obtain and maintain clearance level of SECRET.

**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 104,000 man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (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.

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

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract.

The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The



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Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

#### **NAVSEA 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.

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

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program(GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants.

Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

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

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

ESTIMATED

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ITEM(S)      ALLOTED TO COST      ALLOTED TO FEE      PERIOD OF PERFORMANCE

7000			20JUN16 - 19JUN17
7050	TBD	TBD	TBD
7075	NSP	NSP	TBD
7085	NSP	NSP	TBD
7100	TBD	TBD	TBD
7150	TBD	TBD	TBD
7175	NSP	NSP	TBD
7185	NSP	NSP	TBD
7200	TBD	TBD	TBD
7250	TBD	TBD	TBD
7275	NSP	NSP	TBD
7285	NSP	NSP	TBD
7300	TBD	TBD	TBD
7350	TBD	TBD	TBD
7375	NSP	NSP	TBD
7385	NSP	NSP	TBD
7400	TBD	TBD	TBD
7450	TBD	TBD	TBD
7475	NSP	NSP	TBD
7485	NSP	NSP	TBD
9000		N/A	20JUN16 - 19JUN17
9050	TBD	N/A	TBD
9100	TBD	N/A	TBD
9150	TBD	N/A	TBD
9200	TBD	N/A	TBD
9250	TBD	N/A	TBD
9300	TBD	N/A	TBD
9350	TBD	N/A	TBD
9400	TBD	N/A	TBD
9450	TBD	N/A	TBD 9475
NSP	N/A	TBD	

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Legend:

TBD – To Be Determined

NSP – Not Separately Priced (CDRLs)

N/A – Not Applicable (ODC)

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

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

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

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed.

Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

#### **5252.242-9115 TECHNICAL INSTRUCTION (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer Representative (COR) specified in Section G of this task order. 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 Performance Work Statement.

(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 task order.

Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the 'CHANGES' clause of this contract; (3) increase or decrease the task order price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for task order 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 task order 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 task order.

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- (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.

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## SECTION I CONTRACT CLAUSES

### **The following Clauses are incorporated by reference**

52.203-13 Contractor Code of Business Ethics and Conduct APR 2010

52.203-16 Preventing Personal Conflict of Interest DEC 2011

52.203-17 Contractor employee whistleblower rights and APR 2014

Requirement to Inform Employees of

Whistleblower Rights

52.204-7 System for Award Management JUL 2013

52.204-16 Commercial and Government Entity Code NOV 2014

Reporting

52.204-17 Ownership of Control of Offeror NOV 2014

52.204-18 Commercial and Government Entity Code Maintenance NOV 2014

52.209-5 Certification Regarding Responsibility Matters APR 2010

52.209-7 Information Regarding Responsibility Matter FEB 2012

52.209-9 Updates of Publicly Available Information FEB 2012

Regarding Responsibility Matters

52.209-10 Prohibition on Contracting With Inverted MAY 2012

Domestic Corporations

52.210-1 Market Research APR 2011

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost  
or

Pricing data OCT 2010

52.215-23 Limitations on Pass-Through Charges OCT 2009

52.219-6 Notice of Total Small Business Set-Aside NOV 2011

52.219-27 Notice of Service-Disabled Veteran-Owned Small Business

Set-Aside NOV 2011

52.222-17 Nondisplacement of Qualified Workers JAN 2013

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52.222-19 Child Labor—Cooperation With Authorities and

Remedies JAN 2014

52.222-49 Service Contract Act – Place of Performance MAY 1989

Unknown

52.223-1 Biobased Product Certification DEC 2007

52.223-4 Recovered Material Certification MAY 2008

52.223-5 Pollution Prevention and Right-AUG 2003

To-Know Information

52.223-10 Waste Reduction Program AUG 2000

52.223-14 Toxic Chemical Release Reporting AUG 2003

52.223-15 Energy Efficiency in Energy Consuming DEC 2007

Products

52.223-17 Affirmative Procurement of EPA-MAY 2008

Designated Items in Service and Construction Contracts

52.223-19 Compliance with Environmental Management MAY 2011

System

52.227-1 Authorization and Consent DEC 2007

52.227-2 Notice of Assistance Regarding Patent and DEC 2007

Copyright Infringement.

52.227-3 Patent Indemnity APR 1984

52.227-11 Patent Rights – Retention by Contractor DEC 2007

52.227-14 Rights in Data – General DEC 2007

52.227-16 Additional Data Requirements JUN 1987

52.228-5 Insurance-Work on a Government Installation JAN 1997

52.232-20 Limitation of Cost APR 1984

52.232-22 Limitation of Funds APR 1984

52.232-39 Unenforceability of Unauthorized Obligations JUN 2013

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52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

52.237-3 Continuity of Services JAN 1991

52.244-2 Subcontracts OCT 2010

52.246-23 Limitation of Liability FEB 1997

52.246.24 Limitation of Liability-High Value Items FEB 1997

52.251-2 Interagency Fleet Management System Vehicles JAN 1991  
and Related Services

252.202-9101 Additional Definitions (FT) Alternate II MAY 1993

252.203-7000 Requirements Relating to Compensation SEP 2011  
of Former DoD Officials

252.203-7002 Requirement to Inform Employees of JAN 2009  
Whistleblower Rights

252.203-7003 Agency Office of the Inspector General DEC 2012

252.203-7004 Display of Hotline Posters JAN 2015

252.203-7005 Representation Relating to Compensation NOV 2011  
of Former DoD Officials

252.204-7000 Disclosure of Information

252.204-0002 Line Item Specific: Sequential ACRN Order SEP 2009

252.204-7005 Oral Attestation of Security Responsibilities NOV 2001

252.204-7006 Billing Instructions OCT 2005

252.204-7012, Safeguarding of Unclassified Controlled Technical Information. (Nov 2013)

252.209-7001 Disclosure of Ownership or Control by the JAN 2009  
Government of a Terrorist Country

252.209-7002 Disclosure of Ownership or Control by a JUN 2010  
Foreign Government

252.211-7006 Passive Radio Frequency Identification SEP 2011

252.211-7008 Use of Government-Assigned Serial Numbers SEP 2010

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252.223-7001 Hazard Warning Labels DEC 1991

252.223-7008 Prohibition of Hexavalent Chromium MAY 2011

252.225-7043 Antiterrorism/Force Protection for Defense MAR 2006

Contractors Outside the United States

252.225-7048, Export Controlled Items JUN 2013

252.227-7014 Rights in Noncommercial computer software & FEB 2014

Noncommercial computer software documentation

252.227-7016 Rights in Bid or Proposal Information JAN 2011

252.227-7017 Identification and Assertion of Use, Release, or JAN 2011

Disclosure Restrictions

252.227-7019 Validation of Asserted Restrictions – Computer SEP 2011

Software

252.227-7025 Limitation on the Use or Disclosure of MAR 2011

Government Furnished Information Marked with  
Restrictive Legends

225.227-7026 Deferred Delivery of Technical Data or Computer APR 1988

Software

225.227-7027 Deferred Ordering of Technical Data or Computer APR 1988

Software

225.227-7028 Technical Data or Computer Software Previously JUN 1995

Delivered to the Government

225.227-7030 Technical Data – Withholding Payment MAR 2000

225.227-7037 Validation of Restrictive Markings on JUN 2012

Technical Data

225.227-7038 Patent Rights – Ownership by the Contractor JUN 2012

252.227-7039 Patents – Reporting of Subject Inventions APR1990



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252.244-7001 Contractor Purchasing System Administration JUN 2012 252.245-7001 Tagging, Labeling, and Marking of APR 2012

#### Government-Furnished Property

252.245-7002 Reporting Loss of Government Property APR 2012

252.245-7003 Contractor Property Management System APR 2012

#### Administration

252.245-7004 Reporting, Reutilization, and Disposal APR 2012

252.246-7000 Material Inspection and Receiving Report MAR 2008

252.246-7001 Warranty of Data DEC 1991

52.247-34 F.o.b. – Destination NOV 1991

252.247-7027 Riding Gang Member Requirements OCT 2011

All clauses in the offerors MAC contract apply to this Task Order, as applicable.

#### **CLAUSES BY FULL TEXT:**

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

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

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

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

Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the end of the period of performance.

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)**

(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, 7150, 7175, 7185, 9100, 9150 OY1		365 Days after Task Order Award
7200, 7250, 7275, 7285, 9200, 9250 OY2		730 Days after Task Order Award
7300, 7350, 7375, 7385, 9200, 9250 OY3		1095 Days after Task Order Award

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7400, 7450, 7475, 7485, 9200, 9250 OY4

1460 Days after Task Order Award

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

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

## **52.222-42 -- Statement of Equivalent Rates for Federal Hires.**

### **Statement of Equivalent Rates for Federal Hires (May 2014)**

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

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

*(To be completed at Award)*

<b>Employee Class</b>	<b>Monetary Wage -- Fringe Benefits</b>
Program Manager	GS-14
Subject Matter Expert	GS-13
Sr. Engineer	GS-13
Engineer	GS-12
Sr. Electronic Technician	GS-13
Electronic Technician	GS-12
Principal Analyst	GS-12
Program Analyst	GS-12
Sr. CAD Specialist	GS-12
CAD Specialist	GS-11

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Sr. Technical Writer		GS-12		
Sr. Support Specialist		GS-12		
Warehouse Specialist		GS-11		

52.244-2 Subcontracts (Oct 2010) *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

(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:

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(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.

(e)(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 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.

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(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:

(End of Clause)

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

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

<http://acqui on.gov http://www.acq.isd,nuk.doao.dars.dfarsspgi/current/index.html>

## **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.

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(4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain

the capabilities of the computer software or provide instructions for using the software.

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

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

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

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

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally

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

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

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

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

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- (9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.
- (10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
- (11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.
- (12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.
- (13) “Government purpose rights” means the rights to—
- (i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and
  - (ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.
- (14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—
- (i) The reproduction, release, disclosure, or use is—
    - (A) Necessary for emergency repair and overhaul; or
    - (B) A release or disclosure to—
- (1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or
- (2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government



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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 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

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(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.

(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

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

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

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

additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

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

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

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

party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

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

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

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(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained

rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

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

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause,

or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

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

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

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

- (1) This paragraph does not apply to restrictions based solely on copyright.
- (2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.
- (3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

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

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

Technical Data to be Furnished 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, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

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

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license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

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

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

\_\_\_\_\_

Contractor Name

\_\_\_\_\_

Contractor Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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Contractor

Address

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

(End of legend)

(4) *Special license rights markings.*

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

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_(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.

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(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract.

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

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

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

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

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

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

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

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by 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.



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(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.

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

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

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

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

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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## SECTION J LIST OF ATTACHMENTS

Attachment 1 DD254 Security Classification Specification

Attachment 3 Certificate of Non-Disclosure

Exhibit A CDRLs and DIDs

Attachment 4 QASP

Attachment9Acronyms

Attachment 2 Wage Determinations