

2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE 30-Jan-2014	4. REQUISITION/PURCHASE REQ. NO. 1300400820	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00253	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NUWC, KEYPORT DIVISION  
610 Dowell Street  
Keyport WA 98345-7610  
brett.markle@navy.mil 360-315-3389

DCMA Manassas  
10500 BATTLEVIEW PARKWAY, SUITE 200  
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) PRISM MARITIME LLC 1416 Kelland Drive, Ste B Chesapeake VA 23320-4447		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  N00178-07-D-5198-FY01
		10B. DATED (SEE ITEM 13)  21-Sep-2012
CAGE CODE 4LE80	FACILITY CODE	

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

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

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

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

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

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 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)  Letitia M. Nichols, Contracts Manger	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Peter R Gervais, Contracting Officer
15B. CONTRACTOR/OFFEROR  /s/Letitia M. Nichols (Signature of person authorized to sign)	15C. DATE SIGNED 30-Jan-2014
16B. UNITED STATES OF AMERICA  BY /s/Peter R Gervais (Signature of Contracting Officer)	16C. DATE SIGNED 30-Jan-2014

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 modification is to a) document acceptance of the revised CVN 69 installation proposal, b) move ceiling, c) fully fund CVN 69 CDR004, d) fully fund CVN 69 installation ODCs, e) revise Section H 1.0, Key Personnel, and f) update Section H NMCARS 5252.232-9104.

Accordingly, said Task Order is modified as follows:

a) Acceptance of the negotiated revised CVN 69 installation proposal dated 21 January 2014 amounts are as follows:

CVN 69	Amount
Installation Labor	\$1,520,682.82
Installation ODCs	\$249,822.49
<b>Total</b>	<b>\$1,770,505.31</b>

CVN 69 installation Ceiling is as follows:

SLIN	Description	Mod	FROM			BY			Total		
			Cost	Fee	Total	Cost	Fee	Total	Cost	Fee	Total
4010	Install #1 Installation	Award			\$1,191,725.12			\$0.00			\$1,191,725.12
4011	Install #1 Installation	13			\$0.00			\$328,957.70			\$328,957.70
6010	Install #1 Installation	Award	\$101,570.56	\$0.00	\$101,570.56	\$0.00	\$0.00	\$0.00	\$101,570.56	\$0.00	\$101,570.56
6011	Install #1 Installation	11	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00
6012	Install #1 Installation	13	\$0.00	\$0.00	\$0.00	\$123,251.93	\$0.00	\$123,251.93	\$123,251.93	\$0.00	\$123,251.93
<b>Total</b>					<b>\$1,318,295.68</b>			<b>\$452,209.63</b>			<b>\$1,770,505.31</b>

b) Ceiling is moved as follows:

CLIN	From (\$)	By (\$)	To (\$)
4310	\$999,432.93	(\$328,957.70)	\$670,475.23
4011	\$0.00	\$328,957.70	\$328,957.70
6310	\$622,848.12	(\$165,340.97)	\$457,507.15
6001	\$0.00	\$42,089.04	\$42,089.04
6012	\$0.00	\$123,251.93	\$123,251.93
<b>Total</b>	<b>\$1,622,281.05</b>	<b>\$0.00</b>	<b>\$1,622,281.05</b>

c) CVN 69 CDR004 is fully funded as follows:

- CLIN 6001 is added
- Full funding is obligated to fund CVN69 CDR004 as follows:

CVN69	Description	Modification	FROM			BY			Total		
SLIN	Description	Modification	Cost	Fee	Total	Cost	Fee	Total	Cost	Fee	Total
6001	Install #1 Installation	13	\$0.00	\$0.00	\$0.00	\$42,089.04	\$0.00	\$42,089.04	\$42,089.04	\$0.00	\$42,089.04

d) Fully fund CVN 69 installation ODCs based on the revised proposal dated 21 January 2014:

- CLIN 6012 is added
- Full funding is obligated to fully fund CVN69 installation ODCs as follows:

CVN69	Description	Modification	FROM			BY			Total		
SLIN	Description	Modification	Cost	Fee	Total	Cost	Fee	Total	Cost	Fee	Total
6010	Install #1 Installation	Award	\$101,570.56	\$0.00	\$101,570.56	\$0.00	\$0.00	\$0.00	\$101,570.56	\$0.00	\$101,570.56
6011	Install #1 Installation	11	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00
6012	Install #1 Installation	13	\$0.00	\$0.00	\$0.00	\$123,251.93	\$0.00	\$123,251.93	\$123,251.93	\$0.00	\$123,251.93
<b>Total</b>			<b>\$126,570.56</b>	<b>\$0.00</b>	<b>\$126,570.56</b>	<b>\$123,251.93</b>	<b>\$0.00</b>	<b>\$123,251.93</b>	<b>\$249,822.49</b>	<b>\$0.00</b>	<b>\$249,822.49</b>

e) Section H 1.0, Key Personnel is changed as follows:

FROM:

Key Personnel Position	Name	Install
Program Manager		1, 2, 3, and 4
Project Alteration Installation Team (AIT) Lead		1, 3, and 4
Electrical Lead		1, 3, and 4
Project AIT Lead		2

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Electrical Lead		2
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TO:

Key Personnel Position	Name	Install
Program Manager		1, 2, 3, and 4
Project Alteration Installation Team (AIT) Lead		1, 3, and 4
Electrical Lead		1, 3, and 4
Project AIT Lead		2
Electrical Lead		2

f) Section H, NMCARS 5252.232-9104, ALLOTMENT OF FUNDS (JAN 2008), is changed as follows:

FROM:

(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:

CLIN	Allotted Cost	Allotted Fee	CPFF	Est. PoP Start	Est. PoP End
4020	\$ -	\$ -	\$ -	3/19/2013	8/16/2013
6020	\$ -	\$ -	\$ -	3/19/2013	8/16/2013
4110			\$ 1,707,129.81	5/28/2013	9/20/2015
4120	\$ -	\$ -	\$ -	8/1/2013	1/23/2014
6120	\$ -	\$ -	\$ -	8/1/2013	1/23/2014
4200	\$ -	\$ -	\$ -	1/15/14	5/15/2014
4210	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
4220	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
6200	\$ -	\$ -	\$ -	1/15/14	5/15/2014
6210	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
6220	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
4300	\$ -	\$ -	\$ -	9/13/14	1/11/2015
4310	\$ -	\$ -	\$ -	1/12/2015	6/11/2015
4320	\$ -	\$ -	\$ -	1/12/2015	6/11/2015
6300	\$ -	\$ -	\$ -	9/13/14	1/11/2015
6310	\$ -	\$ -	\$ -	1/12/2015	6/11/2015
6320	\$ -	\$ -	\$ -	1/12/2015	6/11/2015

(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 4000, 4001, 4010, 4100, 4101, 4102, 6000, 6010, 6011, 6100, 6101, 6110, and 6111 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.

TO:

(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:

CLIN	Allotted Cost	Allotted Fee	CPFF	Est. PoP Start	Est. PoP End
4011	\$ -	\$ -	\$ -	1/31/2014	9/20/2015
4020	\$ -	\$ -	\$ -	3/19/2013	8/16/2013
6020	\$ -	\$ -	\$ -	3/19/2013	8/16/2013
4110			\$ 1,707,129.81	5/28/2013	9/20/2015
4120	\$ -	\$ -	\$ -	8/1/2013	1/23/2014
6120	\$ -	\$ -	\$ -	8/1/2013	1/23/2014
4200	\$ -	\$ -	\$ -	1/15/14	5/15/2014
4210	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
4220	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
6200	\$ -	\$ -	\$ -	1/15/14	5/15/2014
6210	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
6220	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
4300	\$ -	\$ -	\$ -	9/13/14	1/11/2015
4310	\$ -	\$ -	\$ -	1/12/2015	6/11/2015
4320	\$ -	\$ -	\$ -	1/12/2015	6/11/2015
6300	\$ -	\$ -	\$ -	9/13/14	1/11/2015
6310	\$ -	\$ -	\$ -	1/12/2015	6/11/2015

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6320	\$ -	\$ -	\$ -	1/12/2015	6/11/2015
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(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 4000, 4001, 4010, 4100, 4101, 4102, 6000, 6001, 6010, 6011, 6012, 6100, 6101, 6110, and 6111 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.

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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
4000	R425	Install #1 Labor for Planning CVN 69 in Norfolk, VA. (OPN)					\$87,389.91
4001	R425	Install #1 Labor for Planning CVN 69 in Norfolk, VA. Condition Report 001A.  Mod 05: Create CLIN and move \$45,811.01 of ceiling from CLIN 4300 and 4310 (OPN)					\$45,811.01
4010	R425	Install #1 Labor for Installation CVN 69 in Norfolk, VA. (OPN)					\$1,191,725.12
4011	R425	Install #1 Labor for Installation CVN 69 in Norfolk, VA.  Mod 13: Create CLIN and move \$328,957.70 of ceiling from CLIN 4310. (OPN)					\$328,957.70
4020	R425	Install #1 Labor for Change requests, Condition Reports, Delays and Disruptions (OPN)					\$115,006.33
4100	R425	Install #2 Labor for Planning CVN 74 in					\$90,498.39

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Bremerton, WA.  
(OPN)

4101	R425	Install #2 Labor for Planning CVN 74 in Bremerton, WA. Condition Report 001A.	● ●	●●●●●	●●●●●	\$64,033.10
		Mod 04: Create CLIN and move \$64,033.10 of ceiling from CLIN 4300 (OPN)				
410101	R425	Incrementally fund Install #2 CVN 74 in the amount of \$52,587.65. (OPN)				
410102	R425	Fully fund Install #2 CVN 74 Condition Report 001A in the amount of \$11,445.45. (OPN)				
4102	R425	Install #2 Labor for Planning CVN 74 in Bremerton, WA. Condition Report 002B.	● ●	●●●●●	●●●●●	\$7,954.64
		Mod 10: Create CLIN and move \$7,954.64 of ceiling from CLIN 4310 (OPN)				
4110	R425	Install #2 Labor for Installation Mod 07: move \$92,599.71 of ceiling from CLIN 4310 (OPN)	● ●	●●●●●	●●●●●	\$1,799,028.39
411001	R425	Mod 06: Incrementally fund Install #2 CVN 74 installation in the amount of \$125,179.68. (OPN)				
411002	R425	Mod 07:				

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Incrementally  
fund Install #2  
CVN 74  
installation in  
the amount of  
\$1,581,950.13.  
(OPN)

4120	R425	Install #2 Labor for Change requests, Condition Reports, Delays and Disruptions (OPN)	██	██	██████████	██████████	\$167,446.11
4200	R425	Install #3 Labor for Planning (OPN)	██	██	██████████	██████████	\$90,082.57
4210	R425	Install #3 Labor for Installation (OPN)	██	██	██████████	██████████	\$1,296,321.91
4220	R425	Install #3 Labor for Change requests, Condition Reports, Delays and Disruptions (OPN)	██	██	██████████	██████████	\$128,190.83
4300	R425	Install #4 Labor for Planning  Mod 04: Moved \$64,033.10 of ceiling to CLIN 4101. Mod 05: Moved \$20,210.63 of ceiling to CLIN 4001. (OPN)	██	██	██████████	██████████	\$0.00
4310	R425	Install #4 Labor for Installation  Mod 05: Move \$25,600.38 of ceiling to CLIN 4001. Mod 07: Move \$92,599.71 of ceiling to CLIN 4110. Mod 10: Move \$7,954.64 of ceiling to CLIN	██	██	██████████	██████████	\$670,475.23

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4102.  
Mod 13: Move  
\$328,957.70 of  
ceiling to CLIN  
4011. (OPN)

4320	R425	Install #4 Labor for Change requests, Condition Reports, Delays and Disruptions (OPN)	● ●	●●●●●	●●●●●	\$111,718.11
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6000	R425	Install #1 ODC for Planning CVN 69 in Norfolk, VA. (OPN)	1.0	LO	\$254,587.63
6001	R425	Install #1 ODC for Planning CVN 69 in Norfolk, VA. Condition Report 004.  Mod 13: Create CLIN and move \$42,089.04 of ceiling from CLIN 6310. (OPN)	1.0	LO	\$42,089.04
6010	R425	Install #1 ODC for Installation CVN 69 in Norfolk, VA. (OPN)	1.0	LO	\$101,570.56
6011	R425	Install #1 ODC for Installation CVN 69 in Norfolk, VA. Condition Report 003.  Mod 11: Create CLIN and move \$25,000.00 of ceiling from CLIN 6310 (OPN)	1.0	LO	\$25,000.00
6012	R425	Install #1 ODC	1.0	LO	\$123,251.93



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for Installation  
CVN 69 in  
Norfolk, VA.

Mod 13: Create  
CLIN and move  
\$123,251.93 of  
ceiling from CLIN  
6310. (OPN)

6020	R425	Install #1 ODC for Change requests, Condition Reports, Delays and Disruptions (OPN)	1.0 LO	\$57,282.44
6100	R425	Install #2 ODC for Planning CVN 74 in Bremerton, WA. (OPN)	1.0 LO	\$232,423.24
6101	R425	Install #2 ODC for Planning CVN 74 in Bremerton, WA. Condition Report 001A.	1.0 LO	\$328,278.36
		Mod 04: Create CLIN and move \$328,278.36 of ceiling from CLINs 6300 and 6310. (OPN)		
610101	R425	Incrementally fund Install #2 CVN 74 in the amount of \$314,306.52. (OPN)		
610102	R425	Fully fund Install #2 CVN 74 Condition Report 001A in the amount of \$13,971.84. (OPN)		
6110	R425	Install #2 ODC for Installation Mod 07: Move \$1,092.90 of ceiling from CLIN 6310 and fully	1.0 LO	\$620,047.52

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fund CLIN in the  
amount of  
\$620,047.52 (OPN)

6111 R425 Install #2 ODC 1.0 LO \$60,578.00  
for Installation  
CVN 74 in  
Bremerton, WA.  
Condition Report  
CDR042A.

Mod 12: Create  
CLIN and move  
\$60,578.00 of  
ceiling from CLIN  
6310. (OPN)

6120 R425 Install #2 ODC 1.0 LO \$55,926.81  
for Change  
requests,  
Condition  
Reports, Delays  
and Disruptions  
(OPN)

6200 R425 Install #3 ODC 1.0 LO \$248,152.31  
for Planning  
(OPN)

6210 R425 Install #3 ODC 1.0 LO \$578,082.43  
for Installation  
(OPN)

6220 R425 Install #3 ODC 1.0 LO \$56,005.00  
for Change  
requests,  
Condition  
Reports, Delays  
and Disruptions  
(OPN)

6300 R425 Install #4 ODC 1.0 LO \$0.00  
for Planning

Mod 04: Move  
\$242,833.38 of  
ceiling to CLIN  
6101 (OPN)

6310 R425 Install #4 ODC 1.0 LO \$457,507.15  
for Installation

Mod 04: Move  
\$85,444.98 of  
ceiling to CLIN  
6101.

Mod 07: Move  
\$1,092.90 of

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ceiling to CLIN  
6110.  
Mod 11: Move  
\$25,000.00 of  
ceiling to CLIN  
6011.  
Mod 12: Move  
\$60,578.00 of  
ceiling to CLIN  
6111.  
Mod 13: Move  
\$42,089.04 of  
ceiling to CLIN  
6001 and  
\$123,251.93 of  
ceiling to CLIN  
6012. (OPN)

6320	R425	Install #4 ODC for Change requests, Condition Reports, Delays and Disruptions (OPN)	1.0 LO	\$54,575.00
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## CLAUSES INCORPORATED BY FULL TEXT

### HQ B-2-0014 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase 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 equal to [REDACTED] of the allowable cost of each invoice 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 (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the

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Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

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

This entire contract is cost type.

(End of Text)

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **STATEMENT OF WORK**

#### **1.0 BACKGROUND**

The Naval Undersea Warfare Center (NUWC) Division Keyport In-Service Engineering (ISE) Department is responsible for providing Engineering, Maintenance, Alteration Installations, and Technical Support for various systems installed on board U.S. Navy vessels. The Naval Undersea Warfare Center Systems Engineering Division is responsible for: developing alteration installation packages supporting upgrades; fielding systems through the alteration installation process; preparing, planning, and providing conformance documentation to support the installation of various alterations; conducting pre-and post-installation testing to verify equipment status; publishing alteration installation results and completion reports; and, maintaining a NAVSEA approved Alteration Installation Team (AIT) Quality Assurance Program and Process.

#### **2.0 SCOPE**

For each installation, the contractor shall perform all tasks required and delineated in this Statement of Work (SOW) upon receipt of the Technical Instruction Letter (TIL) from the Contracting Officer's Representative (COR). The contractor shall ensure that all work meets performance objectives, standards, or tolerances specified or included in applicable reference documents. All work shall be performed within time limits specified in the TILs to meet the customer's installation schedule regardless of constraints present on-board the ship or at the facility. Any effort undertaken by the contractor pursuant to oral directions and instructions, other than in accordance with the provisions herein of the task order, shall be at the contractor's risk and expense. If the contractor feels they have received direction that is not within the scope of the task order and TIL, they shall follow FAR clause 52.243-7 Notification of Changes. They shall also notify the COR within forty-eight (48) hours and receive a ruling before complying. The scope of work shall include the modification and installation of upgrades and alterations in accordance with (IAW) the references in paragraph 3 and associated Ship Installation Drawing (SID). The approximate number of installations for the life of this task order is provided in Attachment 1.

#### **3.0 REFERENCES (Available from Contracting Officer's Representative)**

The contractor shall comply with the following documents during the performance of work tasked under this SOW. In those circumstances where the contractor's established in-house practices, procedures and systems, or commercial equivalent standards, are to be used, the contractor shall submit to the government for approval any equivalent substitutes that are planned at least sixty (60) days prior to the start of each installation. The government will review all substitutes and reserves the right to disapprove those substitutes. The government will provide notification of any approved substitutes at least thirty (30) days prior to the start of the installation.

(a) SCD/SHIPALT Packages SCD 3799 or similar SCD/SHIPALT document

(b) Reserved

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- (c) DOD-STD-2003 Electrical Plant Installation Standard Methods
- (d) NSTS 9090-310 (Series), Alterations to Ships Accomplished by Alteration Installation Teams
- (e) MIL-STD-2042B, Fiber Optic Topology Installation Standard Methods for Naval Ships
- (f) Technical Specification 9090-100 (Series) - SHIPALT Liaison Action Record (LAR)
- (g) COMFLTFORCOMINST 4790.3, (Series), Joint Fleet Maintenance Manual
- (h) NAVSEA 0948-LP-045-7010, Volume (Series), with ACNs 1-1 through 1-6, Material Control Standard (Non-Nuclear)
- (i) NAVSEAINST 3120.1/NAVSEA Technical Publication S0400-AD-URM-010/TUM, (Series), Tag-out User's Manual
- (j) NAVSEA Standard Item 009-07, Confined Space Entry, Certification, Fire Prevention and Housekeeping
- (k) NAVSEA S9074-AQ-GIB-010/248; Requirements for Welding and Brazing Procedure and Performance Qualification
- (l) NAVSEA Standard Item 009-04, Quality Management System
- (m) S9086 CH-STM-010/CH-074R5; Naval Ships Technical Manual, Chapter 074-Volume 1, Welding and Allied Processes.
- (n) NAVSEA Technical Publication T9074-AR-GIB-010/278; Requirements for Fabrication Welding and Inspection and Casting Inspection and Repair for Machinery, Piping, and Pressure Vessels
- (o) NFPA Standard 51B, Standard for Fire Prevention During Welding, Cutting and Other Hot Work
- (p) NFPA Standard 312, Standard for Fire Prevention of Vessels During Construction, Repair and Lay-up
- (q) 29 CFR Part 1915, Occupational Safety and Health Standards for Shipyard Employment
- (r) 29 CFR Part 1910.134, Occupational Safety and Health Standards, Respirator Protection
- (s) NAVSEA Technical Publication S9074-AS-GIB-010/271 with ACN-1; Requirements for Nondestructive Testing
- (t) MIL-STD-2035; Nondestructive Testing Acceptance Criteria
- (u) NAVSEA 0900-LP-001-7000; Fabrication and Inspection of Brazed Piping Systems
- (v) NAVSEA 0901-LP-480-0002/Chapter 9480; General Requirements for Piping Systems
- (w) NAVSEA S9086-VH-STM-010/Chapter 635R2; Thermal, Fire and Acoustic Installation

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(x) ANSI/NCSL Z540-1: General Requirements for Calibration Laboratories and Measuring and Test Equipment

(y) Navy Ships Technical Manual (NSTM) 300, Electric Plant-General, NAVSEA S9086-KC-STM-010

(z) NAVSEA SL720-AA-MAN-010 Rev 2 Ch-2, Fleet Modernization Program (FMP) and Operations Manual (Vol. I and II)

(aa) NAVSEAINST 4700.17 (Series) - Preparation and Review of Trouble Reports

(ab) NAVSEA STANDARD Item 099 Series

(ac) NAVSEA STANDARD Item 009-22 Shipboard Electric cable Tests

(ad) NAVSEA STANDARD Item 009-73 Shipboard Electrical/Electronic/Fiber Optic Cable Removal Relocate and Install.

(ae) PMBOK- <http://www.pmi.org/PMBOK-Guide-and-Standards.aspx>

## **4.0 REQUIREMENTS**

### **4.1 Program Management.**

The contractor shall establish and maintain a management program during task order performance, incorporating details of the requirements set forth in this SOW. As a minimum, the management program shall identify all contractor resources; i.e., equipment, material, supplies, and staffing plan on how these resources will enable the contractor to meet performance objectives. The contractor shall provide program management oversight to ensure all work conducted within this contract is planned and executed in a manner that will achieve all management, technical, logistics, budget and schedule objectives. The contractor shall ensure coordination and integration of all functional areas within each task or project.

4.1.1 Subcontractor Management. The contractor is responsible for performance requirements delineated in this SOW, and shall institute appropriate management actions relative to subcontractor performance. Requirements that are contractually specified shall apply to subcontractor performance; however, the contractor shall be accountable for compliance of subcontractors and is responsible for ensuring all deliverable products comply with task order requirements.

4.1.2 Assignment of Responsibility and Authority. The contractor shall identify the organizational elements responsible for conducting the activities delineated in this SOW. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The billets listed below shall be considered key personnel. For each installation, the contractor shall appoint, in writing the person filling these billets. The contractor shall notify the Government of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance in accordance with Section H, Special Contract Requirements, of the basic contract.

Program Manager. The contractor shall designate a Program Manager (PM) who shall possess

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sufficient corporate authority to manage, direct, execute and control all elements of the task order. The PM shall serve as the primary technical point of contact between the contractor and the COR, and be responsible for the coordination of all contractor technical activities related to the task order. Minimum qualification 9 years experience as a Program Manager, with a minimum of 3 years experience related to planning, coordinating, executing, and documenting alteration installation projects in support of United States Navy Vessels.

Alteration Installation Team Lead. The contractor shall designate AIT Leads to the COR who shall possess sufficient corporate authority to direct the activities of all AIT members including subcontractors if used on-board the ship/facility. The AIT Lead is the primary shipboard point of contract (POC) for the AIT. The lead is directly responsible for the conduct of all members of the AIT and responsible for the coordination of all prefabrication and shipboard work. It is expected that the AIT lead will work closely with the government On-Site Installation Coordinator (OSIC) while coordinating the performance of AIT work. Minimum qualification nine (9) years experience as a team member, with a minimum of three (3) years experience as a team lead in the execution of alteration installation projects in support of United States Navy Vessels.

Electrical Lead. The contractor shall designate an electrical lead that shall possess sufficient authority to manage, direct, execute, and control all electrical and electronic elements of the task order. The electrical lead shall have sufficient knowledge of the scope of work in the AIT Ships Installation Drawing package to begin executing work packages during prefabrication and at the start of the installation. Minimum qualification 9 years experience in electrical/electronics installation and troubleshooting, with minimum of 3 years experience as a electrical lead in the execution of alteration installation projects in support of United States Navy Vessels.

4.1.3. Resources. The contractor shall provide certified and qualified personnel to complete the work and supply evidence of qualifications to the government upon request IAW NAVSEA and local Shipyard guidelines.

4.1.4. Project Schedule (PS). For each installation, the Contractor shall develop and maintain a Project Schedule (PS) IAW with Contract Data Requirements List (CDRL) A001.

4.1.5 Work Breakdown Structure (WBS). The contractor shall develop, deliver, and maintain a WBS using MIL-STD 881C as guidance IAW CDRL A002. The WBS shall be an essential reference document for planning, controlling, and reporting requirements. The contractor shall ensure traceability of subcontractor data supporting the prime WBS. This WBS shall be used to develop, maintain and report all financial information related to efforts on this contract.

4.1.6 Progress, Status and Management Reports. The contractor report program management metrics for program management including cost, schedule, and performance. The contractor shall deliver Progress, Status and Management Reports that capture the metrics IAW CDRL A003. The contractor shall report costs IAW CDRL A003 and Section G. The cost report format may be refined during the pre-performance conference.

4.1.7 Technical Reports – Studies/Services IAW CDRL A004.

4.1.7.1 Occupational Safety & Health (OSH) Plan. The contractor shall prepare, maintain and submit an OSH Plan IAW Paragraph 3 References (q) and(r) thirty (30) days prior to installation start. The plan shall cover work events that include the proper use of Personal Protective Equipment (PPE), procedures for working with known hazardous materials and procedures for



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working in known hazardous situations. The contractor shall establish a process to identify, track and resolve Environment, Safety and Occupational Health (ESOH) hazards. The contractor shall track potential hazards in an ESOH database. Each hazard tracking record will contain:

- (a) Description of hazard.
- (b) Prioritization (ranking) of the hazard (risk) based on the hazard severity and probability of occurrence.
- (c) Controls to reduce the risk.
- (d) Verification of control implementation.
- (e) Identification of any residual risk.
- (f) Responsible action person and organizational element.
- (g) Final resolution of the hazard. In addition to the Occupational Safety & Health Plan described above, the contract shall comply with the requirements of the Lead Maintenance Activity/ Naval Supervising Activity (LMA/NSA) Memorandum of Agreement (MOA) to ensure that:
  - All portable electrical equipment has been verified safe prior to shipboard use.
  - Contractor personnel comply with all Federal and State OSHA regulations.
  - Contractor personnel adhere to safety requirements. This includes, but is not limited to: wearing safety shoes at all times within designated foot hazardous areas, or when engaged in foot hazardous operations; eye protection with side shields as posted and/or whenever eye protection is necessary; and hearing protection and hardhats as posted and/or whenever such protection is necessary.

4.1.7.2 Environmental and Hazardous Material (HAZMAT) Plan. The contractor shall prepare, maintain and submit an Environmental and HAZMAT Plan sixty (60) days prior to installation start. The plan shall provide procedures for securing, removing, and restoring equipment in case of extreme weather conditions such as, but not limited to, hurricanes. The plan shall also provide procedures for the proper handling of an oil and/or hazardous material spill, handling of paint, asbestos removal, lead abatement, mastic removal, chromium abatement, and poly chlorinated biphenyls (PCB) handling and disposal.

In addition to the items described above; the contract shall comply with the requirements of the LMA/NSA MOA to ensure that:

- Contractor shall be responsible for compliance with all local permit conditions and applicable state and federal environmental regulations.
- Contractor shall be responsible for compliance and recordkeeping for abrasive blasting, welding, metal disposition, metal plating, fuel consumption (gasoline & diesel) for off-road vehicles (forklifts & man-lifts) and portable engines.
- Contractor personnel shall become familiar with and adhere to the local Environmental Policy.

4.1.7.3 RESERVED

4.1.7.4 Contractor Quality Assurance Workbook: The contractor shall develop a quality assurance workbook IAW Reference (d) and submitted to Government sixty (60) days prior to

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installation. The quality assurance workbook shall include "work packages," as defined in the WBS, that support the tasks identified in the schedule, define the scope in sufficient detail to support work execution, and provide Objective Quality Evidence (OQE) of task completion. OQE may consist of visual weld inspections, electrical or fiber optic test results. The government will review the quality assurance workbook and provide comments within fourteen (14) days of receipt.

4.1.7.5 Liaison Action Records (LAR): The contractor shall provide LARs to the OSIC for submission to the planning yard whenever non-conformities between the SIDs and the as-found condition is identified, or whenever compliance with SIDs is not possible.

4.1.7.6 Shipcheck LARs shall be submitted to the planning yard within ten days (10) after the completion of the ship check. The ship check report shall contain a listing of existing ship conditions that are not reflected in the SIDS. The contractor shall provide a list of Liaison Action Requests (LARs) generated as a result of the ship check. The contractor shall provide the ship check report within fifteen (15) days after the completion of the ship check to the OSIC and the COR.

4.1.7.7 Condition Reports: The Condition Report shall include analysis completed and corrective actions recommended to address the problem. The contractor shall submit Condition Reports to the COR and OSIC within one (1) day of the issue. The contractor shall track condition reports on the cost report.

4.1.7.7.1 Trouble Reports: The contractor will participate as necessary when a problem results in the government initiating a Trouble Report. Trouble Reports will be generated if the problem may affect ship safety, cause significant damage to a ships or its equipment, delay deployment, incur substantial cost increase, or involve severe injury to personnel.

4.1.7.7.2 Corrective Action Requests (CAR): The government will submit a CAR to the contractor as an effective follow up system to ensure acceptable problem resolution. The contractor shall be expected to report the correction of Minor Nonconformities such as housekeeping within 24 hours. Major Nonconformities such as significant product deficiencies, hazardous or unsafe conditions, will be investigated by the contractor. The contractor shall determine the scope of the problem, identify root causes, take action to correct the causes, and implement corrective actions to prevent a recurrence. The contractor shall provide their initial finding to a Major Nonconformity CAR within 5 days, and the final findings with 15 days. The contractor shall report to the government when all corrective actions have been implemented.

4.1.7.8 Audits: The contractor shall provide a report of quality surveillance and audits conducted on process compliance, adherence to SIDs and specifications, quality assurance, and personnel qualifications within 15 days of completion. Surveillance audits shall be conducted IAW Contractor Quality Assurance (QA) Workbook Report (paragraph 4.1.7.4) and shall document the deficiencies and corrective actions where the AIT failed to satisfy quality or technical requirements.

## **4.2 Planning**

### **4.2.1 Installation Planning and Coordination.**

The contractor shall perform installation planning activities associated with installation of system units and components. The planning period will be six (6) months for the first installation and four (4) months for installations two through four. The contractor shall prepare for and attend

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the AIT work integration meeting. The appropriate attendees for the AIT work integration meeting will be the Contractor Program Manager and AIT Lead.

#### 4.2.2. Pre-Performance Conference

Within fifteen (15) days after task order award, the contractor shall meet in conference with representatives of the Contracting Officer, at a time determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

#### 4.2.3 Memorandum of Agreement

The MOA is an agreement between the LMA/NSA (Shipyard, SUPSHIP), Government AIT Team & Contractor Support describing how the parties will work together during each SID/SHIPALT. The MOA template will be provided by the government to the contractor. The contractor shall review the MOA template and provide recommended input, including services requests as an enclosure, to the government fifteen (15) days prior to the first pre-installation planning meeting for review and acceptance. The contractor shall comply with LMA/NSA MOA.

#### 4.2.4 Pre-Installation Ship Check

The contractor shall conduct the shipcheck. Planning for the shipcheck will be IAW the Technical Instruction Letter. The appropriate attendees for the shipcheck will be the AIT Lead, Electrical and Mechanical Lead.

#### 4.2.5 Material Procurement and Pre-Installation Item Fabrication

The contractor shall provide (fabricate or procure) all material items not provided as Government Furnished Property (GFP) required to perform installation of system units and components per the SIDs. This includes all systems and components identified as Installation Activity Furnished (IAF) items on the List of Materials pages of the SIDs. The contractor shall have all material at the work site prior to the start of the installation and confirm delivery with the OSIC and COR. The contractor shall submit material exception reports IAW CDRL A004 to the OSIC and COR sixty (60) days prior to the start of the installation. The exception report shall contain a list of material that has not been delivered and an assessment of the impact of that material on the Project Schedule. Weekly updates shall be submitted to the OSIC and COR until all material is delivered on site.

### 4.3 Installation

4.3.1 The contractor shall install the alterations IAW with the SIDs and the Project Schedule. The installation period will be five (5) months. The installation shall take place as directed by the COR via technical instruction letter providing the location and platform. The contractor on-site lead and government OSIC shall be co-located at the work site. The contractor will comply with LMA/NSA requirements, objective quality evidence (OQE) shall be provided for contractor qualifications to the OSIC before start of installation. The contractor shall perform installations IAW paragraph 3 reference (a).

#### 4.3.2 On-Site Meetings

The contractor shall attend meetings as requested by the OSIC. The contractor shall provide daily installation progress reports to the OSIC to include: progress; next day's planned work; personnel resources; support services (crane; rigging); and issues/schedule delays.

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#### 4.3.3 Fire Watch Provisions

The contractor shall supply fire watches for hot work. Fire watch personnel shall be trained IAW paragraph 3 references (o) and (p) and any other training required by the LMA/NSA.

#### 4.3.4 Work Authorization Forms/Tag-outs

The contractor shall coordinate all work to be performed on the ship through the OSIC. The contractor shall follow the local NSA/LMA Work Authorization Form process. The contractor shall follow the local NSA/LMA tag-out process. The OSIC will be informed by the contractor AIT Lead of the status of all Work Authorization Forms (WAFs) and Tag-Out authorizations prior to commencing work, during in-process work, and for final close out of WAFs and tag-outs unless OSIC directs otherwise.

#### 4.3.5 Problem Identification

Upon identification of significant problems encountered during the installation, the contractor shall immediately provide verbal notification to the OSIC and COR. Significant problems include incidents which affects the ship, equipment or personnel safety, involve personnel injury, cause damage to ship or equipment, impact installation schedule, delay ship undocking or scheduled completion of availability. A Condition Report shall be submitted within 24 hours. The contractor shall provide updated Condition Reports on a weekly basis until resolved. The contractor shall maintain a process to identify root causes, corrective and preventive actions. The contractor shall participate in fact findings or formal critiques.

#### 4.3.6 Contractor Testing

4.3.6.1 The Contractor is responsible for the continuity testing of all power and data cables built, reutilized and installed during the installation. The Contractor is responsible for power checks for all equipment installed and relocated during the installation. The Contractor is not responsible for the System Operation Verification Testing (SOVT) though the Contractor shall correct any shipboard deficiencies identified during the SOVT associated with the installation. The contractor shall prepare and submit Equipment Testing and Inspection Reports. The first reports shall be submitted within one (1) week of completion of testing, the report shall be submitted IAW CDRL A005. Subsequent submissions shall be as required or one week after subsequent follow-on testing. All OQE shall be maintained for the contract period of performance.

4.3.6.2 The contractor shall check all cables for continuity and to verify that no damage has occurred to the cable or connectors during installation by performing cable continuity checks IAW paragraph 3 reference (ac). The contractor shall maintain OQE (such as cable continuity check sheets) that all cables have been tested with satisfactory results.

4.3.6.3 The contractor shall perform weld inspection IAW paragraph 3 references (k) and (n). The contractor shall maintain OQE (such as visual inspection check sheets) that all required tests have been tested with satisfactory results.

4.3.6.4 The contractor shall maintain test equipment calibrated IAW paragraph 3 reference (x).

#### 4.3.7 Post Installation

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4.3.7.1 Post Installation Hot-Wash Meeting: The contractor shall participate in post-installation hot-wash meetings to document lessons learned to be applied to future installations within two weeks of completion of installation or as scheduled by the COR. The appropriate attendees for the hot wash meeting will be the Contractor Program Manager and AIT Lead.

4.3.7.2 Post Installation Reports shall be submitted IAW CDRL A006. Post-Installation Report shall identify work completed, lessons learned, and the final installation costs (actual costs). The Post-Installation Report shall include red-line SIDs that document actual as installed information within 15 days of completion of installation.

#### 4.4 General Requirements

##### 4.4.1 Office Space, Equipment, and Transportation

The contractor shall provide their own office space, office equipment, and transportation services to and from the work site.

##### 4.4.2 Government Furnished Property

The contractor shall provide space for GFP and contractor material shipped prior to installation.

##### 4.4.2.1 Government Furnished Material (GFM)

The Government Furnished Material for installation #1 will be provided IAW Section J, Attachment 2. GFM for installations #2, #3, and #4 will be identified IAW the SIDS at the time the installation planning funding and technical instruction letter are issued. The contractor shall protect the material by storing in accordance with the appropriate commercial practices.

##### 4.4.2.2 Government Furnished Information (GFI)

Drawings, technical manuals, test data or other similar Government information will be provided prior to the installation beginning.

#### 5.0 CONTRACT DATA REQUIREMENTS LIST

The contractor shall be required to submit the CDRLs identified in Section J.

CDRL	Description	SOW Paragraph	Submission
A001	Project Schedule	SOW 4.1.4	60 Days Prior to scheduled Installation; subsequent weekly
A002	Work Breakdown Schedule (WBS)	SOW 4.1.5	60 Days Prior to scheduled Installation; subsequent no later than 5 days after impact

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A003	Contractor's Progress, Status and Management Report	SOW 4.1.6	45 days after contract award; subsequent weekly / monthly
	Contractor's Progress, Status and Management Report	SOW 4.1.6	
	Cost Report	SOW 4.1.6	
A004	Technical Report – Study/Services	SOW 4.1.7, 4.2.5	
	Occupational Safety and Health Plan	SOW 4.1.7.1	30 Days Prior to Installation Date
	Environmental Hazardous Material Plan	SOW 4.1.7.2	60 Days Prior to Installation Date
	Contractor Quality Assurance Workbook	SOW 4.1.7.4	60 Days Prior to Installation Date
	Liaison Action Records (LARs)	SOW 4.1.7.5	1 Day Upon Submission
	Ship Check Report	SOW 4.1.7.6	15 Days after Completion
	Shipcheck LARs	SOW 4.1.7.6	Within 10 Days after completion of Ship Check
	Condition Reports (CRs)	SOW 4.1.7.7	Within 1 Day of issue
	Trouble Reports	SOW 4.1.7.7.1	
	Corrective Action Requests (CAR)	SOW 4.1.7.7.2	Minor within 24 hours / Major within 15 days final finding
	Audits	SOW 4.1.7.8	Within 15 Days of Completion
	Material Exception Report	SOW 4.2.5	60 Days Prior to Installation
A005	Equipment Inspection and Test Report	SOW 4.3.6	Within 1 week of completion of inspection or testing

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A006	Post -Installation Report	SOW 4.3.5.2	15 days after completion of installation
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## 6.0 OTHER REQUIREMENTS

### 6.1 Security Requirements

The contractor shall comply with the DD Form 254, Contract Security Classification Specification, Attachment 3, and any documents such as Classification Guides attached thereto or referenced thereon.

The highest Security Classification level for this procurement is SECRET. Security requirements for shipyard work shall be performed by personnel holding at least a final CONFIDENTIAL Clearance, and may require a SECRET clearance.

### 6.2 Access to Government Site

(a) Contractor personnel shall comply with all current badging and security procedures required gaining access to any government site. Access to Naval Undersea Warfare Center Division, Keyport sites may only be gained by obtaining a badge (either permanent or temporary) coordinated with the COR. A Common Access Card (CAC) badge is required for performance of this contract and may be coordinated with the COR.

(b) The contractor shall ensure that contractor personnel employed on any government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so in the performance of SCD work. The contractor shall seek permission/clearance prior to accessing restricted areas.

(c) Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(d) The contractor shall remove from the government site any individual whose presence is deemed by the Commander, NUWC Division Keyport, to be contrary to the public interest or inconsistent with the best interests of national security.

## 7.0 PERFORMANCE REQUIREMENTS SUMMARY

OBJECTIVE	MEASURE	STANDARD
<p><b>4.1 Program Management</b></p> <p>The Contractor shall designate a Program Manager to monitor all work conducted within this contract and assure execution</p>	Quality and timeliness	<p>For 95% of required reports, PM delivers reports that are accurate and on time. 95% of the documents will be delivered within five (5) days of due day.</p> <p>95% of reports provide evidence that</p>

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<p>is achieved in areas of management, costs/budgets, technical, logistics, and schedule objectives.</p>		<p>PM manages and controls costs within Contractor control such as funds budgeted for each task area that covers services through the length of the task order and the PM is proactive in suggesting cost savings measures.</p> <p>95% of reports accurately depict current status.</p> <p>Notify the Government 60 days prior to exceeding 75% of total estimated contract costs.</p> <p>SPI must be 1 +/- 0.15. No impact to vessel departure or other AIT schedules.</p> <p>Contractor is in compliance with QA Workbook 95% of the time.</p> <p>0 % of current funding levels on CLINs and projects are exceeded.</p> <p>Request for Proposals (RFP) and change proposals are submitted 60days prior to installations and change process 5 days before is managed with no impacts.</p> <p>Established lines of communication are followed resulting in OSIC being fully aware of any issues, problems, or impacts. All employees must be able to acknowledge any inquiry within 24 hours.</p>
<p><b>4.2 Planning</b></p> <p>The Contractor shall perform all installation planning activities associated with installation of system units and components. During the</p>	<p>Quality and timeliness</p>	<p>All project major and minor milestones as established in the Critical Path Method (CPM)/ Lead Maintenance Activity (LMA) or Naval Supervising Authority /Activity (NSA) schedules shall be met with 100% accuracy and on time.</p>



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<p>planning period, Contractor shall prepare for and attend all work integration meetings to ensure all aspects of the installation are addressed prior to start.</p>		<p>Contractor shall provide a Bill of Material initial estimate of ordered items with Material Exception Report with 90% accuracy and on time deliveries.</p> <p>Contractor material shall be adequately planned to 95% accuracy to assure no depletion prior to installation completion.</p> <p>QA workbook final deliverable will be 95% error-free and on time.</p>
<p><b>4.3 Installation</b></p> <p>The Contractor shall perform installations IAW with SIDs and defined Project Schedule.</p>	<p>Quality and timeliness</p>	<p>Cleanliness during the install shall be of the level to avoid issues, notifications, or written incident with LMA/NSA. Contracting Officer or TYCOM. Contractor shall have no more than one issue, notification or written incident per installation.</p> <p>Installation will be completed IAW drawing package with 100% accuracy.</p> <p>Approved work packages and associated technical documents are submitted 100% on time and with 95% accuracy.</p> <p>QA Workbook is executed at 100% during installation.</p> <p>0% rework.</p> <p>Post-Installation reports shall be delivered within 15 days of completion of installations with 95% accuracy and on time.</p>

## 8.0 LIST OF ACRONYMS

AIT	Alteration Installation Team
CAC	Common Access Card
CAR	Corrective Action Request
CDRL	Contract Data Requirement List
COR	Contracting Officer Representative
CR	Condition Report
EPA	Environmental Protection Agency

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ESOH	Environment, Safety and Occupational Health
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
HAZMAT	Hazardous Material
IAF	Installation Activity Furnished
IAW	In accordance with
ISE	In-Service Engineering
LAR	Liaison Action Record
LMS/NSA	Lead Maintenance Activity/ Naval Supervising Activity
MOA	Memorandum of Agreement
NUWC	Naval Undersea Warfare Center
OQE	Objective Quality Evidence
OSH	Occupational Safety and Health
OSHA	Occupational Safety and Health Agency
OSIC	On-Site Installation Coordinator
PCB	Poly chlorinated biphenyls
PM	Program Manager
POC	Point of Contact
PS	Project Schedule
PY	Planning Yard
PYR	Planning Yard Response
QA	Quality
SID	Ships Installation Drawing
SOW	Statement of Work
TIL	Technical Instruction Letter
WAF	Work Authorization Forms
WBS	Work Breakdown Structure

## CLAUSES INCORPORATED BY FULL TEXT

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

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

*(End of Text)*

### HQ C-2-0014 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 its proposal dated 31 July 2012 in response to NAVSEA Solicitation No. N00024-12-R-3129.

(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

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contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

*(End of Text)*

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

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

*(End of Text)*

#### **NMCARS 5237.102(a)(1)(90), Enterprise-wide Contractor Manpower Reporting Application (ECMRA)**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division Keyport via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address  
<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at  
<https://doncmra.nmci.navy.mil>.

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## **SECTION D PACKAGING AND MARKING**

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

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

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

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.

*(End of Text)*

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

*(End of Text)*

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be in accordance with Section E of the IDIQ contract.

### **1.0 QUALITY CONTROL**

The Contractor is solely responsible for the quality of services provided. The Contractor is also liable for Contractor employee negligence, and any fraud, waste or abuse. As part of Program Management, the Contractor shall utilize a Quality Control Program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The Contractor shall establish and maintain a quality management system manual that reflects their quality control program that is approved by Naval Sea Systems Command (NAVSEA) 04X. The Contractor shall submit to the Contracting Officer's Representative (COR) the approved copy of their quality management system and other approved procedures prior to commencing work. Additionally, for special processes such as welding and non-destructive testing (NDT), the contractor shall obtain NAVSEA approval for their processes and procedures as required by the applicable documents and process specifications. The operation of the Quality Control Program must be documented, maintained, and made available to the COR upon request. At a minimum, the Contractor's Quality Control Program shall include an internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified. There shall be a method to identify deficiencies in services that may occur and procedures to correct any deficiency in services that may occur. There shall be a file of information regarding inspections and other quality and internal control actions that documents the purpose of the inspection, the results of the inspection and any corrective action taken as a result of the inspection. Upon request, this file shall be made available to the Government during the period of performance.

### **2.0 QUALITY ASSURANCE**

The Government will monitor the contractor's performance and reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. The contractor, not the government, is responsible for management and quality control actions to meet the terms of the contract. Government quality assurance will be conducted on behalf of the Contracting Officer. The COR will be appointed to coordinate the overall quality assurance of technical compliance.

## **CLAUSES INCORPORATED BY FULL TEXT**

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

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

*(End of Text)*

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	9/21/2012 - 9/20/2015
4001	5/16/2013 - 9/20/2015
4010	9/21/2012 - 9/20/2015
4011	1/31/2014 - 9/20/2015
4020	9/21/2012 - 9/20/2015
4100	11/19/2012 - 9/20/2015
4101	4/24/2013 - 9/20/2015
4102	3/1/2013 - 9/20/2015
4110	5/28/2013 - 9/20/2015
4120	9/21/2012 - 9/20/2015
4200	9/21/2012 - 9/20/2015
4210	9/21/2012 - 9/20/2015
4220	9/21/2012 - 9/20/2015
4300	9/21/2012 - 9/20/2015
4310	9/21/2012 - 9/20/2015
4320	9/21/2012 - 9/20/2015
6000	9/21/2012 - 9/20/2015
6001	1/31/2014 - 9/20/2015
6010	9/21/2012 - 9/20/2015
6011	12/12/2013 - 9/20/2015
6012	1/31/2014 - 9/19/2015
6020	9/21/2012 - 9/20/2015
6100	11/19/2012 - 9/20/2015
6101	4/24/2013 - 9/20/2015
6110	7/2/2013 - 9/20/2015
6111	1/9/2014 - 9/20/2015
6120	9/21/2012 - 9/20/2015
6200	9/21/2012 - 9/20/2015
6210	9/21/2012 - 9/20/2015
6220	9/21/2012 - 9/20/2015
6300	9/21/2012 - 9/20/2015
6310	9/21/2012 - 9/20/2015
6320	9/21/2012 - 9/20/2015

## CLIN - DELIVERIES OR PERFORMANCE

### 1.0 PERIOD OF PERFORMANCE

The period of performance is from 21 September 2012 -- 20 September 2015.

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

4000	9/21/2012 - 9/20/2015
4001	5/16/2013 - 9/20/2015
4010	9/21/2012 - 9/20/2015
4011	1/31/2014 - 9/20/2015
4020	9/21/2012 - 9/20/2015
4100	11/19/2012 - 9/20/2015
4101	4/24/2013 - 9/20/2015
4102	3/1/2013 - 9/20/2015
4110	5/28/2013 - 9/20/2015
4120	9/21/2012 - 9/20/2015
4200	9/21/2012 - 9/20/2015
4210	9/21/2012 - 9/20/2015
4220	9/21/2012 - 9/20/2015
4300	9/21/2012 - 9/20/2015
4310	9/21/2012 - 9/20/2015
4320	9/21/2012 - 9/20/2015
6000	9/21/2012 - 9/20/2015
6001	1/31/2014 - 9/20/2015
6010	9/21/2012 - 9/20/2015
6011	12/12/2013 - 9/20/2015
6012	1/31/2014 - 9/19/2015
6020	9/21/2012 - 9/20/2015
6100	11/19/2012 - 9/20/2015
6101	4/24/2013 - 9/20/2015
6110	7/2/2013 - 9/20/2015
6111	1/9/2014 - 9/20/2015
6120	9/21/2012 - 9/20/2015
6200	9/21/2012 - 9/20/2015
6210	9/21/2012 - 9/20/2015
6220	9/21/2012 - 9/20/2015
6300	9/21/2012 - 9/20/2015
6310	9/21/2012 - 9/20/2015
6320	9/21/2012 - 9/20/2015

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

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**CLAUSES INCORPORATED BY FULL TEXT**

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

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

*(End of Text)*



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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Administration shall be in accordance with the basic contract and the following.

### 1.0 TASK ORDER MODIFICATION:

The contractor shall not perform work that is considered to be outside of the scope of the requirements of this task order without benefit of a fully executed modification issued by the Contracting Officer. For actions being requested by Government personnel other than the Contracting Officer that the contractor considers to be outside of the scope of the requirements of this task order, the contractor shall promptly notify both the Contracting Officer's Representative and the Contracting Officer. No work shall begin until the issue has been resolved.

### 2.0 INSTALLATION CONTRACT LINE ITEM NUMBERS (CLINs)

The Installation CLINs for the four installations are described in detail on Attachment 1: Estimated Labor and Materials, and in Section B.

a. Labor & ODCs: Each installation has separate CLINs for labor and ODCs. The labor costs and ODCs are further divided into two separate CLINs, Planning and Installation.

b. Install #1: Install #1 is the installation that will be awarded with the task order. The award will consist of the following:

- CLIN 4000: Install #1 Labor for Planning
- CLIN 4010: Install #1 Labor for Installation
- CLIN 6000: Install #1 ODCs for Planning
- CLIN 6010: Install #1 ODCs for Installation

### 3.0 CHANGE REQUEST, CONDITION REPORT, DELAY AND DISRUPTION CLINS

Each Installation has Change requests, Condition Reports, Delays and Disruptions CLINs for labor and ODCs. These CLINs are used to fund cost overruns during the installation due to Change Requests, Condition Reports, and Delays & Disruptions. These CLINs will be awarded and used to incrementally fund approved cost overruns. No fee will be paid on any remaining unfunded portion of these CLINs.

### 4.0 INSTALL #1 ORDER PROCEDURES

After award, the Government will issue a Technical Instruction Letter with details on how to proceed with Install #1 IAW Section C. The contractor shall perform the planning functions (i.e. attend meetings, obtain drawings, perform ship check, etc..) IAW Section C. Based on the information obtained in the ship check and after reviewing the most current drawings, the contractor shall submit a revised proposal for the installation portion of the install (CLINs 4010 & 6010) at least 60 days prior to the start of the installation. The contractor shall support a one day proposal review at NUWC Keyport with no more than five attendees which shall include the program manager and AIT lead. The Government will conduct negotiations with the contractor if necessary. During execution of the install, the Change requests, Condition Reports, Delays and Disruptions CLINs (4020 & 6020) will be awarded and incrementally funded as needed.

### 5.0 ORDERING PROCEDURES FOR INSTALLS #2, #3, AND #4

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a. The Government may issue a modification awarding the Planning Labor and ODC CLINs for Installs #2, #3, or #4 (i.e. CLINs 4100 & 6100, 4200 & 6200, or 4300 & 6300). The Government will then issue a Technical Instruction Letter with details on how to proceed with the install IAW Section C.

b. Revised Proposal: After issuance of a modification and Technical Instruction Letter, the contractor shall perform the planning functions (i.e. attend meetings, obtain drawings, perform ship check, etc.) IAW Section C. Based on the information obtained in the ship check and after reviewing the most current drawings, the contractor shall submit a revised proposal for the installation portion of the install (i.e. CLINs 4110 & 6110, 4210 & 6210, or 4310 & 6310) at least 60 days prior to the start of the installation. The contractor shall support a one day proposal review at NUWC Keyport with no more than five attendees which shall include the program manager and AIT lead. The Government may conduct negotiations if necessary with the contractor. The Government may award the installation CLINs upon the conclusion of negotiations. The appropriate Change requests, Condition Reports, Delays and Disruptions CLINs (i.e. CLINs 4120 & 6120, 4220 & 6220, 4320 & 6320) may be exercised and incrementally funded as needed.

#### 6.0 TRAVEL

The Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46.

#### CLAUSES INCORPORATED BY FULL TEXT

#### HQ G-2-0002 CONTRACT ADMINISTRATION DATA (NO DATE)

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

\_\_\_\_\_  
\_\_\_\_\_

*(End of Text)*

#### HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE (NO DATE)

CONTRACTING OFFICER'S REPRESENTATIVE:	COMMANDER  ATTN: Jeffrey Marsh 610 Dowell Street, Bldg 1050 Keyport, WA 98345 <a href="mailto:Jeffrey.s.marsh@navy.mil">Jeffrey.s.marsh@navy.mil</a> 360-315-3295
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The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

*(End of Text)*

#### HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE (NO DATE)

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PURCHASING OFFICE  
REPRESENTATIVE:

PROCUREMENT CONTRACTING OFFICER

Peter Gervais  
610 Dowell Street, Bldg 206A  
Keyport, WA 98345  
[Peter.gervais@navy.mil](mailto:Peter.gervais@navy.mil)  
360-315-3869

CONTRACT SPECIALIST

Brett Markle  
610 Dowell Street, Bldg 206A  
Keyport, WA 98345  
[brett.markle@navy.mil](mailto:brett.markle@navy.mil)  
360-315-3389

*(End of Text)*

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

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

*(End of Text)*

**HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <https://wawftraining.eb.mil>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

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WAWF Invoice Type	Cost Voucher
Pay DoDAAC	HQ0338
Inspection	Destination
Acceptance	Destination
Fast Pay (FAR 52.213-1 required)	No
Ship To Code (DoDAAC)	N00253
LPO DODAAC (if applicable)	N/A
DCAA DODAAC (if applicable)	HAA216
Applicable CLIN/SLIN	All

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

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

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

Send Additional Email Notification To:
<a href="mailto:Receiptcontrol.nuwckpt.fct@navy.mil">Receiptcontrol.nuwckpt.fct@navy.mil</a>
<a href="mailto:Jeffrey.s.marsh@navy.mil">Jeffrey.s.marsh@navy.mil</a>
<a href="mailto:brett.markle@navy.mil">brett.markle@navy.mil</a>

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

(h) For specific questions regarding your invoice please contact the Keyport Vendor Pay group at (360) 315-8500 or at [vendorpay.nuwckpt.fct@navy.mil](mailto:vendorpay.nuwckpt.fct@navy.mil). If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF

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point of contact Margaret Morgan at (202) 781-4815 or [margaret.morgan@navy.mil](mailto:margaret.morgan@navy.mil).

Accounting Data

SLINID	PR Number	Amount
4000	1300297227	87389.91

LLA :  
AA 1721810 A2VM 310 WS050 0 050120 2D 000000 A00001347359  
Standard Number: N0002412WX05843  
Direct Cite Funding Doc N0002412WX05843 Ref ACRN AA.

Fully Fund Install #1 planning labor for CVN 69 in Norfolk, VA

4010	1300297227	1191725.12
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LLA :  
AA 1721810 A2VM 310 WS050 0 050120 2D 000000 A00001347359  
Standard Number: N0002412WX05843  
Direct Cite Funding Doc N0002412WX05843 Ref ACRN AA

Fully Fund Install #1 installation labor for CVN 69 in Norfolk, VA.

6000	1300297227	254587.63
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LLA :  
AB 1721810 A2VM 252 WS050 0 050120 2D 000000 A00001347359  
Standard Number: N0002412WX05843  
Direct Cite Fund Doc N0002412WX05843 Ref ACRN AA

Fully Fund Install #1 planning ODCs for CVN 69 in Norfolk, VA.

6010	1300297227	101570.56
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LLA :  
AB 1721810 A2VM 252 WS050 0 050120 2D 000000 A00001347359  
Standard Number: N0002412WX05843  
Direct Cite Funding Doc N0002412WX05843 Ref ACRN AA

Fully Fund Install #1 installation ODCs for CVN 69 in Norfolk, VA.

BASE Funding 1635273.22  
Cumulative Funding 1635273.22

MOD 01 Funding 0.00  
Cumulative Funding 1635273.22

MOD 02

4100	1300308666	90498.39
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LLA :

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AC 1721810 A2VM 310 WS050 0 050120 2D 000000 A00001436048

Standard Number: N0002412WX05843

Direct Cite Funding Doc N0002412WX05843 Ref ACRN AA

Fully Fund Install #2 planning labor for CVN 74 in Bremerton, WA.

6100 1300308666 232423.24

LLA :

AC 1721810 A2VM 310 WS050 0 050120 2D 000000 A00001436048

Standard Number: N0002412WX05843

Direct Cite Fund Doc N0002412WX05843 Ref ACRN AA

Fully Fund Install #2 planning ODCs for CVN 74 in Bremerton, WA.

MOD 02 Funding 322921.63

Cumulative Funding 1958194.85

MOD 03 Funding 0.00

Cumulative Funding 1958194.85

MOD 04

410101 1300340655 52587.65

LLA :

AD 1731810 A2VM 252 WS050 0 050120 2D 000000 A00001657938

Standard Number: N0002413WX06709

Direct Cite Fundng Doc N0002413WX06709 Ref ACRN AA.

Incrementally fund Install #2 CVN 74 in the amount of \$52,587.65.

610101 1300340655 314306.52

LLA :

AD 1731810 A2VM 252 WS050 0 050120 2D 000000 A00001657938

Standard Number: N0002413WX06709

Direct Cite Funding Doc N0002413WX06709 Ref ACRN AA.

Incrementally fund Install #2 CVN 74 in the amount of \$314,306.52.

MOD 04 Funding 366894.17

Cumulative Funding 2325089.02

MOD 05

4001 1300348872 45811.01

LLA :

AF 1731810 A2VM 252 WS050 0 050120 2D 000000 A00001716906

Standard Number: N0002413WX06709

Direct Cite Fund Doc N0002413WX06709 Ref ACRN AA

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Fully fund Install #1 CVN 69 Condition Report 001A in the amount of \$45,811.01

410102 1300348873 11445.45

LLA :

AE 1731810 A2VM 252 WS050 0 050120 2D 000000 A00001716907

Standard Number: N0002413WX06709

Funding Doc N0002413WX06709 Ref ACRN AA

Fully fund Install #2 CVN 74 Condition Report 001A in the amount of \$11,445.45.

610102 1300348873 13971.84

LLA :

AE 1731810 A2VM 252 WS050 0 050120 2D 000000 A00001716907

Standard Number: N0002413WX06709

Direct Cite Funding Doc N0002413WX06709 Ref ACRN AA

Fully fund Install #2 CVN 74 Condition Report 001A in the amount of \$13,971.84.

MOD 05 Funding 71228.30

Cumulative Funding 2396317.32

MOD 06

411001 1300350438 125179.68

LLA :

AG 1731810 A2VM 252 WS050 0 050120 2D 000000 A10001728905

Standard Number: N0002413WX06709

Direct Cite Funding Doc N0002413WX06709 Ref ACRN AA.

Incrementally fund Install #2 CVN 74 installation in the amount of \$125,179.68.

MOD 06 Funding 125179.68

Cumulative Funding 2521497.00

MOD 07

411002 1300360075 1581950.13

LLA :

AH 1731810 A2VM 252 WS050 0 050120 2D 000000 A00001792656

Standard Number: N0002413WX06709

Direct Cite Funding Doc N0002413WX06709 Ref ACRN AA

Incrementally fund Install #2 CVN 74 installation labor in the amount of \$1,581,950.13

6110 1300360075 620047.52

LLA :

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AH 1731810 A2VM 252 WS050 0 050120 2D 000000 A00001792656

Standard Number: N0002413WX06709

Direct Cite Funding Doc N0002413WX06709 Ref ACRN AA

Fully fund Install #2 CVN 74 installation ODC in the amount of \$620,047.52

MOD 07 Funding 2201997.65

Cumulative Funding 4723494.65

MOD 08 Funding 0.00

Cumulative Funding 4723494.65

MOD 09 Funding 0.00

Cumulative Funding 4723494.65

MOD 10

4102 1300367561 7954.64

LLA :

AJ 1731810 A2VM 252 WS050 0 050120 2D 000000 A00001834481

Standard Number: N0002413WX06709

Direct Cite Funding Doc N0002413WX06709 Ref ACRN AA

Fully fund Install #2 CVN 74 CDR 002B labor in the amount of \$7,954.64

MOD 10 Funding 7954.64

Cumulative Funding 4731449.29

MOD 11

6011 130039228500002 25000.00

LLA :

AK 1731810 A2VM 252 WS050 0 050120 2D 000000 A10002040467

Standard Number: N0002413WX06709 ACRN AA

Direct Cite Funding Doc N0002413WX06709 Ref ACRN AA

Fully fund Install #1 CVN 69 CDR 003 ODCs in the amount of \$25,000.00

MOD 11 Funding 25000.00

Cumulative Funding 4756449.29

MOD 12

6111 130039647800001 60578.00

LLA :

AL 1731810 A2VM 252 WS050 0 050120 2D 000000 A00002069913

Standard Number: N0002413WX06709 ACRN AA

Direct Cite Funding Doc N0002413WX06709 Ref ACRN AA.



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Fully fund Install #2 CVN 74 CDR042A ODCs in the amount of \$60,578.00.

MOD 12 Funding 60578.00

Cumulative Funding 4817027.29

MOD 13

6001 130040082000001 42089.04

LLA :

AM 1731810 A2VM 252 WS050 0 050120 2D 000000 A00002103862

Standard Number: N0002413WX06709 ACRN AA

Direct Cite Funding Doc N0002413WX06709 Ref ACRN AA

Fully fund Install #1 CVN 69 CDR004 ODCs in the amount of \$42,089.04.

6012 130040082000001 123251.93

LLA :

AM 1731810 A2VM 252 WS050 0 050120 2D 000000 A00002103862

Standard Number: N0002413WX06709 ACRN AA

Direct Cite Funding Doc N0002413WX06709 Ref ACRN AA

Fully fund Install #1 CVN 69 installation ODCs in the amount of \$123,251.93.

MOD 13 Funding 165340.97

Cumulative Funding 4982368.26

*(End of Text)*

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 1.0 KEY PERSONNEL

The following billets shall be considered key personnel. The contractor shall notify the Government of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance in accordance with paragraph H-7, Substitution of Team Members and Substitution of Personnel, of the basic contract:

Key Personnel Position	Name	Install
Program Manager	Susan Katzman	1, 2, 3, and 4
Project Alteration Installation Team (AIT) Lead	Jeffrey Young	1, 3, and 4
Electrical Lead	Kenton Cain	1, 3, and 4
Project AIT Lead	Jeffrey Young	2
Electrical Lead	Charles Littlehale	2

### 2.0 PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

In accordance with the basic contract clause 52.244-2 Subcontracts (OCT 2010) – Alternate I (June 2007), none of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Contracting Officer.

The names of approved subcontractors will be inserted at time of award.

#### NO SUBCONTRACTORS PROPOSED OR APPROVED

### CLAUSES INCORPORATED BY FULL TEXT

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

As used throughout this Task Order, 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

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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.

*(End of clause)*

**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:

CLIN	Alloted Cost	Allotted Fee	CPFF	Est. PoP Start	Est. PoP End
4011	\$ -	\$ -	\$ -	1/31/2014	9/20/2015
4020	\$ -	\$ -	\$ -	3/19/2013	8/16/2013
6020	\$ -	\$ -	\$ -	3/19/2013	8/16/2013
4110	██████████	██████████	\$ 1,707,129.81	5/28/2013	9/20/2015
4120	\$ -	\$ -	\$ -	8/1/2013	1/23/2014
6120	\$ -	\$ -	\$ -	8/1/2013	1/23/2014
4200	\$ -	\$ -	\$ -	1/15/14	5/15/2014
4210	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
4220	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
6200	\$ -	\$ -	\$ -	1/15/14	5/15/2014
6210	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
6220	\$ -	\$ -	\$ -	5/16/2014	10/13/2014
4300	\$ -	\$ -	\$ -	9/13/14	1/11/2015
4310	\$ -	\$ -	\$ -	1/12/2015	6/11/2015
4320	\$ -	\$ -	\$ -	1/12/2015	6/11/2015
6300	\$ -	\$ -	\$ -	9/13/14	1/11/2015
6310	\$ -	\$ -	\$ -	1/12/2015	6/11/2015
6320	\$ -	\$ -	\$ -	1/12/2015	6/11/2015

(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 4000, 4001, 4010, 4100, 4101, 4102, 6000, 6001, 6010, 6011, 6012, 6100, 6101, 6110, and 6111 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).

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

*(End of clause)*

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

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

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

*(End of Text)*

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

(a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative 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 and otherwise serve to accomplish the contractual statement of work.

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

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

(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

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instruction is within the scope of the task order.

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

*(End of clause)*

**5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for incorporation of this contract:

See Section J, Attachment 2 for a list of Installation #1 Government-furnished property. Government Furnished Property for Installations #2, #3, and #4 will be added to the order when the respective planning CLIN is funded.

*(End of Text)*

**C.106 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA**

(a) By Department of Defense (DOD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. Contractor is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DOD

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component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to U.S./Canada Joint Certification Office, Defense Logistics Information Services, Federal Center, 74 Washington Avenue, North, Battle Creek, MI 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

*(End of Text)*

#### **C.114 ACCESS TO GOVERNMENT INFORMATION SYSTEMS**

Ref: SECNAV M-5510.30, Department of the Navy Personnel Security Program

Personnel accessing government information systems in the performance of contract work require a favorably adjudicated personnel security investigation, whether or not an actual security clearance is required. Personnel whose duties meet the criteria for an Information Technology (IT) Level 1 designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or Periodic Review (PR) of the SSBI. The SSBI or PR must be updated every 5 years. A favorably adjudicated National Agency Check with Local Agency Check and Credit Check (NACLIC) for civilian personnel is required for IT Levels II and III. Additionally, Telecommunications Directive (NTD) 02-06, Information Assurance (IA) Training Requirement, and DoDD 8570.1, Information Assurance Training, Certification, and Workforce Management Policy, require that all authorized users of DoD Information Systems receive initial IA awareness orientation as a condition of access and thereafter must complete annual IA refresher awareness training to maintain an active user account.

*(End of Text)*

#### **C.121 CONTROLLED UNCLASSIFIED INFORMATION (INCLUDES FOR OFFICIAL USE ONLY INFORMATION)**

Ref: (a) DoD Regulation 5200.01, DoD Information Security Program

(b) SECNAV M-5510.36, DON Information Security Program Manual

Contractor may be required to handle Controlled Unclassified Information (CUI). There are numerous types of CUI, e.g. documents with limited distribution statements, documents marked as For Official Use Only (FOUO), etc. The minimum level of protection for all CUI is adherence to FOUO protection standards. Distribution Statements (DS) and warning labels, such as the Arms Export Control Act Warning, identify additional protection requirements for a given document. Minimum FOUO protection requirements/controls applicable to the performance of

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this contract for CUI are listed below. Additional protection requirements, as marked on a given CUI document, are in addition to the standards listed.

**1. Handling/Storage:** Access to FOUO is limited to those needing it to conduct official business for the Department of Defense (DoD). FOUO information is not classified information, but requires extra precautions to ensure it is not released to the public. During business hours, reasonable steps shall be taken to minimize risk of access by unauthorized personnel. After business hours, FOUO information shall be stored in unlocked containers, desks, or cabinets if Government or Government-contracted building security is provided. If it is not, store in locked desks, file cabinets, bookcases, locked rooms, or similar items.

**2. Transporting/Transmitting/Release/Destruction:** FOUO information shall be transported in a manner that prevents disclosure of the contents. FOUO information may be sent via USPS first-class mail, parcel post, or - for bulk shipments - 4<sup>th</sup> class mail. Electronic transmission of FOUO information (voice, data, or facsimile) shall be by approved secure communications systems. Transmission via unsecure fax is acceptable if an authorized person is standing by on the receiving end to take custody. All emails containing FOUO or attachments with FOUO must be digitally signed and encrypted when transmitted within a Navy network or to an approved contractor email address. **Transmission of FOUO (i.e. any CUI) to personal email accounts (e.g. AOL, Yahoo, Hotmail, Comcast, etc.) is strictly prohibited. FOUO sent out of the contractor's facility electronically must be encrypted (DoD FIPS 140-2 standard).** FOUO material shall not be released outside the contractor's facility except to representatives of DoD. When no longer needed, destroy FOUO by a method that precludes its disclosure to unauthorized individuals.

**3. Markings:** Unclassified documents (paper or electronic) generated in support of this contract which contain FOUO are to be marked "For Official Use Only" at the bottom on the outside of the front cover (if any), on each page containing FOUO information, and on the outside of the back cover (if any). Each paragraph containing FOUO information shall be marked as such. Within a classified document, an individual page with both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. Within a classified document, an individual page that contains FOUO information but no classified information shall be marked "For Official Use Only" at the top and bottom of the page, as well as each paragraph that contains FOUO information. Other records, such as photographs, films, tapes, or slides, shall be marked "For Official Use Only" or "FOUO" in a manner that ensures that a recipient or viewer is aware of the status of the information therein. DS on technical documents identify access restrictions. DS "B" through "D" preclude public release and while not marked as FOUO, are subject to all FOUO protection requirements, including the prohibition on unencrypted transmission over the public Internet.

*(End of Text)*

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### C.123 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL

a. Permission to visit. Whenever Contractor personnel are required to perform work aboard a ship of U.S. Navy or associated Shore Facility, the Contractor shall submit a visit request via the Joint Personnel Adjudication System (JPAS) using the visiting ship/facility's SMO (NUWC Keyport's SMO is 002536). If company does not have access to JPAS, a written request to visit must be sent to that ship/facility or ship Security Officer using the guidance below.

(1) For classified visits, the visit request shall include all information required by paragraph 6-100 of DOD 5220.22M Industrial Security Manual.

(2) For unclassified visits, the visit request shall include the following information on each person visiting the users agency's facility or ship. The request shall be on company letterhead stationery with company address/telephone number and provide the following information:

Name: \_\_\_\_\_

Job Title/Position: \_\_\_\_\_

Government Security Clearance, if any: \_\_\_\_\_

SSN: \_\_\_\_\_

Date/Place of Birth: \_\_\_\_\_

Citizenship: \_\_\_\_\_

Current Residence Address: \_\_\_\_\_

Length of Visit (if known) \_\_\_\_\_

Additional access information: [http://www.cnic.navy.mil/Kitsap/CNICP\\_A233976](http://www.cnic.navy.mil/Kitsap/CNICP_A233976)

b. Citizenship. No employee or representative of the contractor shall be admitted to any facility or ship of the U.S. Navy unless satisfactory proof of citizenship of the United States can be furnished. If citizenship cannot be verified via JPAS an I9 Employment Eligibility Verification form may be required.

c. Compliance with Security Regulations.

(1) The Contractor shall comply with the security regulations in force at Naval Undersea Warfare Center, Division Keyport, WA and Keyport Annex Bangor. Company-granted clearances are not valid for access to restricted areas or information. If access to these areas or information is involved, contractor personnel must possess a Government-granted clearance based on formal investigative actions. Contractor personnel may be required to fill out a form regarding involvement with alcohol or dangerous drugs, police records, relative living abroad, and personal foreign travel as a condition for receiving a clearance.

(2) If applicable, special security provisions for access to classified information are set forth in the attached DD Form 254, Contract Security Classification Specifications.



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(3) It is the Contractor's responsibility to collect and account for all personnel identification passes/badges and vehicle passes issued to his employees when no longer needed. The Contractor must return all passes/badges to the facility security office within three (3) days of the separation of an individual from employment on this contract.

(4) It is the Contractor's responsibility to assure that his employees are aware of, and comply with, the security requirements of the facility or ship as set forth in the contract and as explained at the pre-award conference, if applicable. Noncompliance by an individual can result in denial of access to the facility or ship.

(5) If a Contracting Officer's Representative (COR) is appointed in this contract, a listing of persons employed on the contract indicating that they have been briefed on the facility/ship security requirements shall be submitted to the COR within 14 days after award of the contract. The list is in addition to that shown in paragraphs a, b, and c above. The list shall also include a description of all company vehicles, including road equipment and office supply trailers, to be employed on the facility, along with license numbers, if applicable. The Contractor shall promptly notify the COR of any changes to the list.

(6) Per SECNAV M-5510.36, contractor employees working in government spaces are subject to the activity's security education program. Such employees at NUWCDIVKPT must review each NUWCDIVKPT Security Training Quarterly (STQ) Bulletin and report same to the company's Training or Facility Security Officer. Contractor employees with SECRET or higher clearances must attend one counterintelligence briefing annually. Briefings are conducted quarterly and are advertised in the STQ.

*(End of Text)*

## **C.115 NAVAL NUCLEAR PROPULSION INFORMATION (NNPI) PROTECTION REQUIREMENTS**

Ref: SECNAV M-5510.36, NAVSEAINST 5511.32C

**Naval Nuclear Propulsion Information (NNPI)** is all information, classified or unclassified, concerning the design, arrangement, development, manufacture, testing, operation, and repair of the propulsion plants onboard naval nuclear powered ships and prototypes, including the associated shipboard and shore-based nuclear support facilities. NNPI may be in the form of documents, drawings, photographs, physical components, or electronic media.

a. **Classified NNPI:** Classified NNPI consists of two types of information - Restricted Data (RD) and National Security Information (NSI).

(1) **RD:** In the Naval Nuclear Propulsion Program, RD is information associated with the production of energy in the nuclear core. A need-to-know and a FINAL clearance at the appropriate level are required for access to RD.

(2) **NSI:** Information defined in Executive Order 12958, as amended, which, if disclosed could be expected to cause damage to national security. A need-to-know and an interim or final clearance are required for access to NSI.

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b. Unclassified NNPI: U-NNPI is information related to sensitive military technology, i.e. naval nuclear propulsion technology. Access to U-NNPI is limited to U.S. citizens with a need-to-know. No clearance is required for access to U-NNPI. U-NNPI is marked and handled as "NOFORN."

## 2. Definitions:

a. Foreign National: Per NAVSEAINST 5511.32C, a foreign national is any person not a United States citizen or a United States national (born in Puerto Rico, American Samoa, Guam or the U.S. Virgin Islands). Non-U.S. citizens or non-U.S. nationals permanently residing in the United States are considered to be foreign nationals. Individuals who are dual citizens (hold both a U.S. citizenship and the citizenship of some other country) shall have special controls.

b. Foreign Interest: Any foreign agency of a foreign government, or representative of a foreign government; any form of business enterprise or entity organized under the laws of any country other than the U.S. or its possessions, and any foreign national. United States citizens representing a foreign government, foreign nation or foreign private interests are considered to be a foreign national for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the Contracting Officer for his/her prior review and concurrence.

c. U.S. National. A person born in the United States or any of its territories, a person born abroad but having one or both parents who are themselves United States citizens, and a person who has met the requirements for citizenship as determined by the Immigration and Naturalization Service and has taken the requisite oath of allegiance (8 U.S.C. 1401).

3. Access/Use: When a contractor is provided documents (specifications, drawings, etc.) that are marked as containing NNPI/NOFORN, the information contained therein and generated as part of the contract shall be used only for the purpose stated in the contract. In no case shall such information be transmitted outside the company (unless such transmittals comply with the detailed guidance of the contract) or to any foreign national (as defined below) within the company. The documents shall be protected from unauthorized observation while in use and shall be kept secure so as to preclude access by any persons who do not have a legitimate need to view them. These documents shall not be copied unless done in conformance with the detailed guidance of the contract. All documents shall be promptly returned in their entirety, unless authorized for disposal or retention, following completion of the contract. Specific requirements for protecting NNPI are contained below.

## 4. Specific NNPI Protection Requirements:

### a. All NNPI

(1) Only people who are U.S. citizens and have a "need-to-know" required to execute the contract shall be allowed access to NNPI. Only U.S. citizens (with a need-to-know) may access

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NNPI in any way, shape, or form.

(2) Documents will have the word NOFORN at the top and bottom of each page. The following warning statement will be on the cover sheet: "NOFORN - This document is subject to special export controls and each transmittal to foreign governments or foreign nationals may be made only with prior approval of the Naval Sea Systems Command." Documents originated in the course of work that reproduce, expand or modify marked information shall be marked and controlled in the same way as the original. Media such as video tapes, Disks, etc., must be marked and controlled similar to the markings on the original information.

(3) NNPI, classified and unclassified, must be destroyed as classified material using means identified in DoD 5220.22-M (NISPOM), paragraph 5-705.

b. U-NNPI

(1) When not in direct control of an authorized individual, U-NNPI must be secured in a locked container (e.g. file cabinet, safe, etc.). Access to the container must be such that only authorized persons can access it and compromise of the container can be visually detected. Containers must not have labels that indicate the contents. If U-NNPI is stored on a local drive, the computer must be secured in a locked room. If removed from the site, U-NNPI must remain in the personal possession of the individual. At no time may U-NNPI be left unattended in a home, motel room, automobile, sent with baggage, etc.

(2) U-NNPI may not be posted on websites, including intranets, unless approved by NAVSEA.

(3) U-NNPI may not be processed on networked computers with outside access, or emailed from same, unless the system has been approved by the Naval Sea Systems Command. If emailed from a NAVSEA approved system, the information must be encrypted using Federal Information Processing Standards (FIPS) 140-2 certified method (software or hardware) or NSA Type I encryption. NNPI may not be processed on personal computers (i.e., non-government or unapproved contractor computers) or put on Personal Digital Assistants (PDAs).

(4) U-NNPI may be faxed within the continental U.S. and Hawaii provided there is an authorized individual waiting to receive the document and properly control it. U-NNPI may not be faxed to facilities outside the continental U.S., including military installations, unless encrypted per current DoD encryption requirements.

(5) U-NNPI may be sent within the continental U.S. and Hawaii via first class mail in a single opaque envelope that has no markings indicating the nature of the contents.

(6) Hand carrying outside the continental U.S. or Hawaii is prohibited since disclosure to foreign nationals cannot be ensured. A government property pass is required to hand carry U-NNPI offstation. A courier card is required to hand carry C-NNPI off-station.

5. Questions regarding the handling of NNPI may be directed to the Defense Security Service or the Naval Undersea Warfare Center Division Keyport (NUWC DIVKPT) Security Office (see

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Block 16 on the DD254 for contact information). Report any of the following to NUWCDIVKPT:

- a. Attempts to elicit NNPI by unauthorized persons.
- b. Compromises of NNPI by unauthorized persons. This includes intentional or unintentional public release via such methods as theft, improper disposal (e.g. material not shredded, disks lost), placement on website, transmission via email, or violation of the information system containing U-NNPI.

*(End of Text)*

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## SECTION I CONTRACT CLAUSES

**NOTE: All clauses incorporated by reference and full text in the basic IDIQ contract apply to this Task order, as applicable, in addition to those added here.**

**SERVICE CONTRACT ACT WAGE ADJUSTMENT:** Once each year, upon the anniversary of award, the Service Contract Act (SCA) Wage Determinations will be reviewed and if needed, updated SCA Wage Determinations will be incorporated into the task order. If incorporation of the updated SCA Wage Determination causes a cost overrun, the cost overrun shall be processed in accordance with FAR 52.232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as applicable. Note that fee shall not be allowed for a cost overrun resulting from the incorporation of the updated SCA Wage Determination.

### CLAUSES INCORPORATED BY REFERENCE:

52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (May 2011)
52.210-1	Market Research (Apr 2011)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Aug 2011)
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Oct 2010)
52.215-21	Requirements for Certified Cost or Pricing Data or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Oct 2010)
52.222-19	Child Labor--Cooperation With Authorities and Remedies (Jul 2010)
52.222-29	Notification of Visa Denial (Jun 2003)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.228-3	Workers' Compensation Insurance (Defense Base Act)(Apr 1984)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels (Feb 2006)
252.204-7006	Billing Instructions (Oct 2005)
252.217-7028	Over and Above Work. (Dec 1991)
252.222-7002	Compliance with Local Labor Laws (Overseas) (Jun 1997)
252.225-7041	Correspondence in English (Jun 1997)
252.225-7043	Antiterrorism / Force Protection Policy for Defense Contractors Outside the United States (Mar 2006)
252.227-7013	Rights in Technical Data – Noncommercial Items (Mar 2011)
252.228-7003	Capture and Detention (Dec 1991)
252.244-7001	Contractor Purchasing System Administration (May 2011)
252.245-7002	Reporting Loss of Government Property (Feb 2011)
252.245-7003	Contractor Property Management System Administration (May 2011)
252.245-7004	Reporting, Reutilization, and Disposal (Aug 2011)
252.246-7003	Notification of Potential Safety Issues (Jan 2007)

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- 252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations  
(Oct 2010)
- 252.251-7000 Ordering From Government Supply Sources (Nov 2004)

**CLAUSES INCORPORATED BY FULL TEXT**

**52.219-9 -- SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE III  
(JUL 2010)**

(a) This clause does not apply to small business concerns.

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans,

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provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantages business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the

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ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a



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small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with –

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will –

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with the paragraph (l) of this clause. Submit the Summary Subcontract Report (SSR) in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns,

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HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294; in accordance with the paragraph (1) of this clause. Ensure that subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (1) of this clause, using eSRS.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating –

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact –

(A) Trade associations;

(B) Business development organizations;

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(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor.

Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns.

Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract

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offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided –

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) *The Contractor shall submit a SF 294.* The contractor shall submit SSRs using the web-based eSRS at <http://www.esrs.gov> . Purchases from a corporation, company, or subdivision that is an

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affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *SF 294*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

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(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed the hours shown in Table I-1 below or the overtime premium is paid for work—

Table I-1

CLIN	INSTALL	DESCRIPTION	HOURS
4000	Install #1	Planning	●

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4010	Install #1	Installation	██████
4020	Install #1	Change requests, Condition Reports, Delays and Disruptions	●
4100	Install #2	Planning	●
4110	Install #2	Installation	██████
4120	Install #2	Change requests, Condition Reports, Delays and Disruptions	●
4200	Install #3	Planning	●
4210	Install #3	Installation	██████
4220	Install #3	Change requests, Condition Reports, Delays and Disruptions	●
4300	Install #4	Planning	●
4310	Install #4	Installation	██████
4320	Install #4	Change requests, Condition Reports, Delays and Disruptions	●
	<b>TOTAL</b>		██████

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

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

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

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

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

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

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- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

*(End of clause)*

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

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

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

Employee Class Monetary Wage—Fringe Benefits

Code	Grade	Employee Class	Wage
21410	WG-5	Warehouse Specialist	\$16.81
23160	WG-10	Electrician Maintenance	\$21.90
23183	WG-10	Electronic Technician Maintenance III	\$21.90
23470	WG-2	Laborer	\$13.72
23530	WG-10	Machinery Maintenance Mechanic	\$21.90
23550	WG-10	Machinist, Maintenance	\$21.90
23640	WG-10	Millwright	\$21.90
23760	WG-9	Painter, Maintenance	\$20.86
23890	WG-10	Sheet-Metal Worker, Maintenance	\$21.90
23960	WG-10	Welder, Combination, Maintenance	\$21.90
30082	GS-4	Engineering Technician II	\$14.14
30083	GS-5	Engineering Technician III	\$15.82
30084	GS-7	Engineering Technician IV	\$19.60
30086	GS-11	Engineering Technician VI	\$29.93
01013	GS-5	Accounting Clerk III	\$15.82



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01113	GS-4	General Clerk III	\$14.14
	GS-11	Logistics Engineer	\$29.00
	GS-12	Master Logistics Engineer	\$35.88
	GS-11	Planner	\$29.00
	GS-12	Master Planner	\$35.88
	GS-13	Program Manager	\$42.67

(End of clause)

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

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

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

Note: See Section J Attachments 4, 5, and 6 for the Service Contract Act Wage Determinations included in this task order.

**52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)**

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Japan, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Japan, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

**252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (SEP 2011)**

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(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

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(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

**252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)**

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

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbology Specification--Data Matrix.

Acquisition cost, for Government-furnished equipment, means the amount identified in the contract, or in the absence of such identification, the item's fair market value.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique

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identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; e.g., the enterprise identifier along with the contractor's property internal identification, i.e., tag number is recognized as the serial number; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished equipment means an item of special tooling, special test equipment, or equipment, in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor (including subcontractors and alternate locations) for the performance of a contract.

Item means equipment, special tooling, or special test equipment, to include such equipment, special tooling, or special test equipment that is designated as serially managed, mission essential, sensitive, or controlled inventory (if previously identified as such in accordance with the terms and conditions of the contract).

Item unique identification (IUID) means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

IUID Registry means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

Reparable means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

Sensitive item means an item potentially dangerous to public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Serially managed item means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

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Special test equipment means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including foundations and similar improvements necessary for installing special test equipment, and standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. Special test equipment does not include material, special tooling, real property, or equipment items used for general testing purposes, or property that with relatively minor expense can be made suitable for general purpose use.

Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, and all components of these items, including foundations and similar improvements necessary for installing special tooling, and which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. Special tooling does not include material, special test equipment, real property, equipment, machine tools, or similar capital items.

Unique item identifier (UII) means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

Virtual UII means the UII data elements assigned to an item that is not marked with a DoD compliant 2D data matrix symbol, e.g., enterprise identifier, part number, and serial number; or the enterprise identifier along with the Contractor's property internal identification, i.e., tag number.

(b) Requirement for item unique identification of Government-furnished equipment. Except as provided in paragraph (c) of this clause--

(1) Contractor accountability and management of Government-furnished equipment shall be performed at the item level; and

(2) Unless provided by the Government, the Contractor shall establish a virtual UII or a DoD recognized unique identification for items that are--

(i) Valued at \$5,000 or more in unit acquisition cost; or

(ii) Valued at less than \$5,000 in unit acquisition cost and are serially managed, mission essential, sensitive, or controlled inventory, as identified in accordance with the terms and conditions of the contract.

(c) Exceptions. Paragraph (b) of this clause does not apply to--

(1) Government-furnished material;

(2) Reparables;

(3) Contractor-acquired property;

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(4) Property under any statutory leasing authority;

(5) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(6) Intellectual property or software; or

(7) Real property.

(d) Procedures for establishing UIIs. To permit reporting of virtual UIIs to the DoD IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) of the Government Property clause of this contract (FAR 52.245-1):

(1) Parent UII.

(2) Concatenated UII.

(3) Received/Sent (shipped) date.

(4) Status code.

(5) Current part number (if different from the original part number).

(6) Current part number effective date.

(7) Category code ("E" for equipment).

(8) Contract number.

(9) Commercial and Government Entity (CAGE) code.

(10) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human readable form.

(ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this

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defaults to ``one (1)".

(e) Procedures for updating the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items--

- (1) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
- (2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
- (3) Disposed of; or
- (4) Transferred to a follow-on or other contract.

(End of clause)

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**SECTION J LIST OF ATTACHMENTS**

**HQ J-2-0002 CONTRACT LANGUAGE FOR SECTION J (NO DATE)**

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

EXHIBIT A: Contract Data Requirements List, DD Form 1423 (Mod 04)

<b>CDRL</b>	<b>Description</b>
A001	Project Schedule
A002	Work Breakdown Schedule (WBS)
A003	Contractor's Progress, Status and Management Report
A004	Technical Report – Study/Services
A005	Equipment Inspection and Test Report
A006	Post -Installation Report

<b>Attachment</b>	<b>Description</b>
1	Estimated Labor and Materials
2	Government Furnished Property
3	DD Form 254 - Security Classification Guide, Rev 1, Dated 24 Jul 2013 (Mod 09)
4	Service Contract Act Wage Determination, Number 2005-2543 Revision 15, VA (Mod 11)
5	Service Contract Act Wage Determination, Number 2005-2057, Revision 14, CA (Mod 11)
6	Service Contract Act Wage Determination, Number 2005-2559, Revision 16, WA (Mod 11)