

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7878		2. DELIVERY ORDER NO. L601		3. EFFECTIVE DATE 2016 Sep 27		4. PURCH REQUEST NO. 1300602262		5. PRIORITY DO-A3			
6. ISSUED BY NSWC, PORT HUENEME DIVISION			CODE N63394		7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151			CODE S2404A SCD: C			
9. CONTRACTOR PRISM MARITIME LLC 1416 Kelland Drive, Suite B Chesapeake VA 23320-4447			CODE 4LE80		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
PRISM MARITIME LLC			L.Nichols Contracts Manger								
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA redacted			25. TOTAL redacted			
					09/27/2016 CONTRACTING/ORDERING OFFICER			26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE					g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE				34. CHECK NUMBER		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL				35. BILL OF LADING NO.		
					FULL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

GENERAL INFORMATION

1. FUNDING INFORMATION:

Refer to Section B and G of the task order for incrementally funded SLIN and ACRN additions. The total funded amount currently available for payment is hereby increased by **\$redacted** from \$0.00 to \$redacted. The clause Limitation of Funds (FAR 52.232-22) applies. The Government is not obligated to reimburse the Contractor for cost incurred in excess of **\$redacted** unless additional funds are made available and incorporated as a modification to this order.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$0.00 by \$redacted to \$redacted.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001AA	SCN	0.00		

The total value of the order is hereby increased from \$redacted by \$0.00 to \$redacted.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	[REDACTED]		
7001AA	0.00		

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

CLIN/SLIN	From	To
7001AA		02/01/2017 - 05/01/2017

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Provide Alteration Installation Team (AIT) support services to the Ship Defense Expeditionary Warfare Department of the Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) in accordance with Section C - Statement of Work Base Year (OPN)	LH		\$		
7001		Contractor shall invoice the following priced SLINs IAW invoice instructions found in Section G.					\$
7001AA	R425	Funding in support of TI No. TI-7878-Base-001. (CVN 73 RCOH Planning for SCD 13856) (SCN)	1.0	LO	\$	\$	\$
7075	R425	Data/Tech Data Requirements. CLIN(s) 7000 and 9000 in accordance with the Statement of Work (SOW). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN 7000. Base Year (OPN)	1.0	LO	\$0.00	\$0.00	\$0.00
7100	R425	Provide Alteration Installation Team (AIT) support services to the Ship Defense Expeditionary Warfare Department of the	LH				

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) in accordance with Section C ? Statement of Work Option Year One (OPN) Option					
7150	R425	FMS - Provide Alteration Installation Team (AIT) support services to the Ship Defense Expeditionary Warfare Department of the Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) in accordance with Section C ? Statement of Work Option Year One (FMS Case #XX-X-XXX) Option	LH		\$		\$
7175	R425	Data/Tech Data Requirements. CLIN(s) 7100, 7150 and 9100 in accordance with the Statement of Work (SOW). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN 7100. Option Year One (OPN) Option	1.0	LO	\$0.00	\$0.00	\$0.00
7200	R425	Provide Alteration Installation Team (AIT) support services to the Ship Defense Expeditionary Warfare Department of the Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) in accordance with Section C ? Statement of	LH		\$		

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Work Option Year Two (OPN) Option					
7250	R425	FMS - Provide Alteration Installation Team (AIT) support services to the Ship Defense Expeditionary Warfare Department of the Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) in accordance with Section C ? Statement of Work Option Year Two (FMS Case #XX-X-XXX) Option	LH		\$		\$
7275	R425	Data/Tech Data Requirements. CLIN(s) 7200, 7250 and 9200 in accordance with the Statement of Work (SOW). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN 7200. Option Year Two (OPN) Option	1.0	LO	\$0.00	\$0.00	\$0.00
7300	R425	Provide Alteration Installation Team (AIT) support services to the Ship Defense Expeditionary Warfare Department of the Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) in accordance with Section C ? Statement of Work Option Year Three (OPN) Option	LH				

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7350	R425	FMS - Provide Alteration Installation Team (AIT) support services to the Ship Defense Expeditionary Warfare Department of the Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) in accordance with Section C ? Statement of Work Option Year Three (FMS Case #XX-X-XXX) Option	LH				\$
7375	R425	Data/Tech Data Requirements. CLIN(s) 7300, 7350 and 9300 in accordance with the Statement of Work (SOW). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN 7300. Option Year Three (OPN) Option	1.0	LO	\$0.00	\$0.00	\$0.00
7400	R425	Provide Alteration Installation Team (AIT) support services to the Ship Defense Expeditionary Warfare Department of the Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) in accordance with Section C ? Statement of Work Option Year Four (OPN) Option	LH		\$		\$
7475	R425	Data/Tech Data Requirements. CLIN(s) 7400 and 9400 in accordance with the Statement of Work (SOW). The	1.0	LO	\$0.00	\$0.00	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN 7400. Option Year Four (OPN) Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Travel in support of CLIN 7000 Base Year (OPN)	1.0	LO	\$
9001		Contractor shall invoice the following priced SLINs IAW invoice instructions found in Section G.			\$0.00
9025	R425	Material in support of CLIN 7000 Base Year (OPN)	1.0	LO	\$
9026		Contractor shall invoice the following priced SLINs IAW invoice instructions found in Section G.			\$0.00
9100	R425	Travel in support of CLIN 7100 Option Year One (OPN) Option	1.0	LO	\$
9125	R425	Material in support of CLIN 7100 Option Year One (OPN) Option	1.0	LO	\$
9150	R425	Travel in support of CLIN 7150 Option Year One (FMS Case #XX-X-XXX) Option	1.0	LO	\$
9175	R425	Material in support of CLIN 7150 Option Year One (FMS Case #XX-X-XXX) Option	1.0	LO	\$
9200	R425	Travel in support of CLIN 7200 Option Year Two (OPN) Option	1.0	LO	\$
9225	R425	Material in support of CLIN 7200 Option Year Two (OPN)	1.0	LO	\$

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9250	R425	Travel in support of CLIN 7250 Option Year Two (FMS Case #XX-X-XXX)	1.0	LO	\$
		Option			
9275	R425	Material in support of CLIN 7250 Option Year Two (FMS Case #XX-X-XXX)	1.0	LO	\$
		Option			
9300	R425	Travel in support of CLIN 7300 Option Year Three (OPN)	1.0	LO	\$
		Option			
9325	R425	Material in support of CLIN 7300 Option Year Three (OPN)	1.0	LO	\$
		Option			
9350	R425	Travel in support of CLIN 7350 Option Year Three (FMS Case #XX-X-XXX)	1.0	LO	\$
		Option			
9375	R425	Material in support of CLIN 7350 Option Year Three (FMS Case #XX-X-XXX)	1.0	LO	\$
		Option			
9400	R425	Travel in support of CLIN 7400 Option Year Four (OPN)	1.0	LO	\$
		Option			
9425	R425	Material in support of CLIN 7400 Option Year Four (OPN)	1.0	LO	\$
		Option			

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

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

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

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

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

HQ B-2-0010 NOTE (OPTION)

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

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

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

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

NOTE

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

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015) (Applicable to CLINs 9000, 9100, 9150, 9200, 9250, 9300, 9350, 9400).

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

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire Task Order is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work (SOW)

AIT Installation Support Services

1.0 Background

This procurement provides Alteration Installation Team (AIT) support services to the Ship Defense & Expeditionary Warfare Department (S-Dept.). These services include installation, modification and upgrade for various Combat Systems of Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD), Port Hueneme, California. NSWC PHD is a field activity of Naval Sea Systems Command (NAVSEA).

NSWC PHD S-Dept. is the In-Service Engineering Agent (ISEA) for the Ship Defense weapon systems and sensors which consists of, but is not limited to, the systems identified below.

Ship Self Defense System (SSDS) AN/SPQ-9B Radar (SPQ-9B)

Rolling Airframe Missile (RAM)

NATO SeaSparrow Surface Missile System (NSSMS)/Evolved SeaSparrow Missile (ESSM)
Cooperative Engagement Capability (CEC)

Quick Reaction Capability (QRC)/Laser Weapon System (LaWS) Directed and High Energy (DE)

Stalker Long-Range Electro-Optical Infrared Laser Sensor System (SLREOSS) Technology demonstrations and proof of concepts/prototypes

In addition, NSWC PHD is the Installation Agent for the Self Defense Test Ship (SDTS) and for the systems listed above and their associated support systems.

1.1 Scope

The Government requires the following AIT installation support services to be provided to the S-Dept. IAW the specific requirements found in the following SOW paragraphs:

SOW Paragraph 4.0 Installation Task Planning & Coordination

SOW Paragraph 5.0 Installation Material and Pre-Fabrication

SOW Paragraph 6.0 Installation Execution, Reporting and AIT Close-out

AIT installation support services shall be performed at shore sites, land based test facilities, shipyards and aboard ships in port and at sea for the US Navy, US Coast Guard, allied nations and Foreign Military Sales (FMS). The ships and sites listed below are representative of the major locations where performance of the tasking is required. This is not a complete list; specific locations will be specified in individual Technical Instructions (TIs) when issued:

US Navy Ship Classes, Shipyards and Support Facilities Naval Surface Warfare Center, Port Hueneme Division Combat Systems Land Based Test Sites

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Private Shipyards

Shore Sites, Depots, and Training Facilities US Support Facilities

US Coast Guard Vessels and Facilities Self Defense Test Ship

FMS Sites and Ships (Representative but not inclusive list of foreign countries where tasking is to be performed include Bahrain, Australia, Japan)

2.00 Applicable Documents

2.10 Ship and Shore support IAW Occupational Safety and Health Administration (OSHA), Hazardous Material Handling Industry Standard 1910.1200 specifications, standards, and guidelines to support the handling of hazardous material

2.11 NAVSEA 04 approval letter for quality procedures to perform installations

2.12 Compliance with NAVSEA Technical Publication, Requirements for Fabrication, Welding, and Inspection, T9074-AD-GIB- 010/1688

2.13 NAVSEA Technical Specification 9090-310 (series)

2.14 NAVSEA Technical Specification 9090-600 (series)

2.15 NAVSEA STANDARD ITEM (SI) 009-04 (series)

2.16 NSWC PHD Instruction 4355.3 (series)

All applicable tasking, processes, performance, execution, and documentation within this contract shall be in accordance with the most current revision of these documents.

3.00 General Requirements

3.1 The general requirements are in support of AIT Support Services to the Ship Defense and Expeditionary Warfare Department ISEA mission. The Contractor shall prepare the following in accordance with the documents listed in paragraph 2.00:

3.1.1 A Personnel Roster. (CDRL A002).

3.1.2 A HAZMAT/HAZWASTE report for services provided under PWS paragraphs 4.00 – 6.00. (CDRL A001).

3.1.3 An accident/incident report for services provided under PWS paragraphs 4.00 – 6.00. (CDRL A001).

3.1.4 A listing of the technical accomplishments for services provided under PWS paragraphs 4.00 – 6.00. (CDRL A001).

3.1.5 A funds and man-hours expenditure report for services provided under PWS paragraphs 4.00 – 6.00.

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(CDRL A003).

3.1.6 The contractor shall prepare a status report for services provided under PWS paragraphs 4.00 – 6.00. (CDRL A001).

3.2 The contractor shall travel in order to meet the requirements specified in the PWS. Travel requirements associated to the services performed in PWS paragraphs 4.00 – 6.00 are anticipated and will be further defined after task order award through Technical Instructions (TIs).

3.2.1 The contractor shall provide a trip report for services provided under SOW as required. (CDRL A001).

4.00 Installation Task Planning and Coordination

4.10 The Contractor shall assist the Government On-Site Installation Coordinator (OSIC) develop a detailed Installation Plan of Action & Milestone (POA&M) for AIT installations based on site surveys and ship checks conducted with Government Representative, Ship Installation Drawing (SID) reviews, material lead times, and required resources.

4.11 Contractor shall prepare document packages for AIT on-site managers prior to installations and prepare and provide analysis, installation briefs, messages, and reports (CDRL A003).

4.12 Contractor shall maintain liaison with the Regional Maintenance and Modernization Coordination Office (RMMCO)/Naval Supervising Activity (NSA) to ensure proper processing of installation data and schedule requirements necessary for the unimpeded check-in processing of AIT.

4.13 Contractor shall provide assistance to NSWC Code S31 in the SID development and approval process which includes ship-check, system installation plans, configurations, and by working with the Planning Yard and NAVSEA approval offices. The SID development and approval process shall be IAW NAVSEA Technical Specification 9090-600 (series) (Attachment 13).

4.14 Contractor shall prepare and coordinate the distribution of redlined SID packages and AIT completion reports and incorporate redlined drawing packages into final as-built SIDs IAW NAVSEA Technical Specification 9090-310 (series) (Attachment 11) and 9090-600 (series) (Attachment 14).

4.15 Contractor shall determine installation requirements including material, support, and manpower elements by reviewing, updating, and maintaining files for SID, Installation Plans, Installation Requirements Manuals (IRM), AIT Workbook, and other installation and modernization related documentation IAW NAVSEA Technical Specification 9090-310 (series) (Attachment 11) and PHDNSWC Instruction 4355.3 (series) (Attachment 16).

4.16 Contractor shall perform installation planning and coordinate receipt/delivery of Government Furnished Equipment (GFE), Government Furnished Information (GFI), Government Furnished Material (GFM), and Installing Activity Furnished (IAF) materials to

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and from waterfront activities.

4.17 Contractor shall provide Project Management and System Technical support for Ship Installation Drawings, Installation Requirements, Integrated Master Schedules (IMS), interface control plans, interface management plans, interface requirements, problem resolution, and system/subsystems integration. Exact locations and secured space access will be identified at the individual TI specific level.

4.18 Contractor shall coordinate schedules for AIT installation team tasking while ensuring there is no negative impact to the ship's mission and schedule.

5.00 Installation Material and Pre-Fabrication

5.10 Contractor shall manage and provide accountability for all ship/site installation materials. The contractor shall provide and maintain material visibility, packaging, and shipping for all procured and GFM and/or GFE in the contractor's possession. (CDRL A004)

5.11 Contractor shall provide all necessary materials that are identified in the SID package as Installing Activity Furnished (IAF) and all consumable materials related to the installation.

5.12 Contractor shall identify item(s) that can be pre-fabricated prior to the shipboard installation timeframe based on the ship check and review of the SID package. Contractor shall perform material pre-fabrication as defined during planning meetings with Government representative to minimize on-site installation time.

5.13 Contractor shall develop Master Materials List (MML) for each SID package provided by the Government and deliver within 15 days of receipt of SID package. Identify in the MML the materials that are GFM, GFE, or Installing Activity Furnished (IAF). For those that are GFM and GFE, specify the required ship installation need date so the Government can make arrangement to ship to the contractor for inventory and pre-fabrication prior to shipboard installation.

5.14 Contractor shall procure installation materials identified as IAF in each developed MML. Long lead items shall be ordered within 30 days of receipt of SID package. Non-long lead items shall be purchased and available prior to required installation start date.

5.15 Contractor shall produce pre-fabricated materials identified as IAF required by each SID package. Pre-fabricated materials include, but are not limited to: equipment foundations, sway braces, cables and various structural items. The contractor shall ensure all pre-fabricated material is compliant with the applicable SID package.

6.00 Installation Execution, Reporting and AIT Close-out

6.10 Installation Execution.

6.10.1 Contractor shall perform industrial services, and project support for weapon systems and sensors, including Combat System Support Equipment (CSSE). CSSE is defined as all systems that interface (electrically and mechanically) with the shipboard and land based combat systems.

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These interfacing systems include communications systems, sensors, weapons, chilled water, dry air, power systems, and Local Area Networks/Wide Area Networks (LAN/WAN).

6.11 Contractor shall perform industrial services and project support for AIT installation/alteration/decommission tasking, which includes all systems that interface (electrically and mechanically) with the shipboard and land based combat systems. These interfacing systems include, but are not limited to communications systems, sensors, weapons, chilled water, dry air, power systems, and LAN/WANs. All tasking shall be in accordance with Ship Alterations (SHIPALTs) and Ship Change Documents (SCDs) provided for each task. These services shall be performed IAW GFI provided with individual Technical Instructions (TI).

6.12 Contractor shall perform Pre-Installation Checkout (PICO) for equipment that will be disturbed.

6.12.1 Contractor shall prepare a PICO report to identify equipment configuration deficiencies and equipment placement issues (CDRL A008).

6.12.2 Contractor shall prepare a Quality Deficiency Report (QDR) to identify equipment discrepancies (CDRL A005).

6.12.3 Contractor shall repair when directed, all discrepancies except for pre-existing discrepancies identified in QDR (CDRL A005).

6.13 Contractor shall perform Naval Ship equipment alterations, modernizations, installations, repair, and technical support.

6.14 Contractor shall assist the Government On-Site Installation Coordinator (OSIC) with presenting an In-Brief to Ships Force and maintain installation coordination with cognizant government offices.

6.15 Contractor shall perform post-installation verification tests including System Operational Verification Test (SOVT)

6.16 Contractor shall perform Material Condition Assessments and correct deficiencies necessary to meet ship schedules (pier-side maintenance services), and resolve equipment/system problems at land-based sites.

6.17 Contractor shall identify required task support services for shipyards and shore sites IAW NAVSEA STD-9090-310 (series) (Attachment 11).

6.18 Contractor shall correct deficiencies as identified in the work performed under paragraph 6.15.

6.19 Contractor shall provide AIT related crew training to address new or upgraded systems.

6.20 Contractor shall prepare an AIT workbook at completion of each task (CDRL A007).

6.21 Contractor shall prepare redlined SID package at completion of each task. (CDRL A006).

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List of Acronyms and Abbreviations

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

AIT -	Alteration Installation Team
CDRL -	Contract Data Requirement List
COR -	Contracting Officer Representative
DoD -	Department of Defense
DoN -	Department of the Navy
FMS -	Foreign Military Sale
GFE -	Government Furnished Equipment
GFI -	Government Furnished Information
GFM -	Government Furnished Material
HAZMAT -	Hazardous Materials
IAF -	Installing Activity Furnished
INCO -	Installation Checkout
ISEA -	In-Service Engineering Agent
MML -	Master Material List
NAVSEA -	Naval Sea Systems Command
NSA -	Naval Supervising Activity
NSSMS -	NATO SEASPARROW Surface Missile System
NSWC PHD -	Naval Surface Warfare Center, Port Hueneme Division
OJT -	On the Job Training
OSIC -	On Site Installation Coordinator
PICO -	Pre-Installation Checkout
PMS -	Planned Maintenance System
POA&M -	Plan of Action & Milestone
QA -	Quality Assurance
QMS -	Quality Management System
RAM -	Rolling Airframe Missile
RMMCO -	Regional Maintenance and Modernization Coordination Office
SDTS -	Self Defense Test Ship
SI -	Standard Item
SID -	Ship Installation Drawing
SOVT -	System Operational Verification Test
SSDS -	Ship Self Defense System
TA -	Technical Advisor
TI -	Technical Instruction

CLAUSES INCORPORATED BY FULL TEXT

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

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

HQ C-1-0008 ITEM(S) 7000, 7100, 7150, 7200, 7250, 7300, 7350, 7400 - SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)

- (a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.
- (c) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater than or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

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

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

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

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

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

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

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

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

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

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

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

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

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at

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all times while on the Contractor's facilities and when performing work aboard ship.

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

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

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

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

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

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

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

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

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

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

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52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

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

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

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

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No. N00024-15-R-3420.

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

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

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

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

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

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

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

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that: The support contractor not disclose any information;

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

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its

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contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

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

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

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

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SECTION D PACKAGING AND MARKING

HQ D-1-0001 PACKAGING OF DATA (CLINS 7075, 7175, 7275, 7375, 7475)

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

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

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

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

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

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

redacted
(Name of Individual Sponsor)
S-Department
(Name of Requiring Activity)
Port Hueneme, CA
(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

CLIN(s) 7000, 7001, 7001AA, and 9000, OPTION CLIN (s) 7100, 7150, 7200, 7250, 7300, 7350, 7400, 9100, 9125, 9150, 9175, 9200, 9225, 9250, 9275, 9300, 9325, 9350, 9375, 9400, 9425 –Inspection and acceptance shall be made by the Contracting Officer’s Representative (COR) or a designated representative of the Government.

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	2/1/2017 - 1/31/2018
7001AA	2/1/2017 - 5/1/2017
7075	2/1/2017 - 1/31/2018
9000	2/1/2017 - 1/31/2018
9025	2/1/2017 - 1/31/2018

CLIN - DELIVERIES OR PERFORMANCE

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

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

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

POTENTIAL LOCATIONS
Contractors Site
Naval Base Ventura County, Port Hueneme, CA (SDTS, Bldg 1389, Bldg 444)
Bremerton, WA
Everett, WA
San Diego, CA
Pascagoula, MS
Mayport, FL
Jacksonville, FL
Norfolk, VA
Newport News, VA
Virginia Beach, VA
Pearl Harbor, HI
Yokosuka, Japan
Sasebo, Japan

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

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ITEM(S)	FROM	TO
CLIN 7000	01 FEBRUARY 2017	31 JANUARY 2018
CLIN 7001	01 FEBRUARY 2017	31 JANUARY 2018
CLIN 7001AA	01 FEBRUARY 2017	01 MAY 2017
CLIN 7075	01 FEBRUARY 2017	31 JANUARY 2018
CLIN 7100 (OPTION)	01 FEBRUARY 2018	31 JANUARY 2019
CLIN 7150 (OPTION)	01 FEBRUARY 2018	31 JANUARY 2019
CLIN 7175 (OPTION)	01 FEBRUARY 2018	31 JANUARY 2019
CLIN 7200 (OPTION)	01 FEBRUARY 2019	31 JANUARY 2020
CLIN 7250 (OPTION)	01 FEBRUARY 2019	31 JANUARY 2020
CLIN 7275 (OPTION)	01 FEBRUARY 2019	31 JANUARY 2020
CLIN 7300 (OPTION)	01 FEBRUARY 2020	31 JANUARY 2021
CLIN 7350 (OPTION)	01 FEBRUARY 2020	31 JANUARY 2021
CLIN 7375 (OPTION)	01 FEBRUARY 2020	31 JANUARY 2021
CLIN 7400 (OPTION)	01 FEBRUARY 2021	31 JANUARY 2022
CLIN 7475 (OPTION)	01 FEBRUARY 2021	31 JANUARY 2022
CLIN 9000	01 FEBRUARY 2017	31 JANUARY 2018
CLIN 9025	01 FEBRUARY 2017	31 JANUARY 2018
CLIN 9100 (OPTION)	01 FEBRUARY 2018	31 JANUARY 2019
CLIN 9125 (OPTION)	01 FEBRUARY 2018	31 JANUARY 2019
CLIN 9150 (OPTION)	01 FEBRUARY 2018	31 JANUARY 2019
CLIN 9175 (OPTION)	01 FEBRUARY 2018	31 JANUARY 2019
CLIN 9200 (OPTION)	01 FEBRUARY 2019	31 JANUARY 2020
CLIN 9225 (OPTION)	01 FEBRUARY 2019	31 JANUARY 2020
CLIN 9250 (OPTION)	01 FEBRUARY 2019	31 JANUARY 2020
CLIN 9275 (OPTION)	01 FEBRUARY 2019	31 JANUARY 2020
CLIN 9300 (OPTION)	01 FEBRUARY 2020	31 JANUARY 2021
CLIN 9325 (OPTION)	01 FEBRUARY 2020	31 JANUARY 2021
CLIN 9350 (OPTION)	01 FEBRUARY 2020	31 JANUARY 2021
CLIN 9375 (OPTION)	01 FEBRUARY 2020	31 JANUARY 2021
CLIN 9400 (OPTION)	01 FEBRUARY 2021	31 JANUARY 2022
CLIN 9425 (OPTION)	01 FEBRUARY 2021	31 JANUARY 2022

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions OCT 2005

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

CLAUSES INCORPORATED BY FULL TEXT

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S
REPRESENTATIVE:

COMMANDER
ATTN: redacted
PORT HUENEME DIVISION
NAVAL SURFACE WARFARE CENTER
4363 MISSILE WAY
PORT HUENEME, CA 93043-4367
TEL:
EMAIL:

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE
REPRESENTATIVE:

COMMANDER
ATTN: redacted
CONTRACT SPECIALIST
PORT HUENEME DIVISION
NAVAL SURFACE WARFARE
CENTER 4363 MISSILE WAY
PORT HUENEME, CA 93043-4367
TEL:
EMAIL:
CONTRACTING OFFICER
PORT HUENEME DIVISION
NAVAL SURFACE WARFARE
CENTER 4363 MISSILE WAY
PORT HUENEME, CA 93043-4367
TEL:
EMAIL:

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

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

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

SPECIAL PAYMENT INSTRUCTIONS

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

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the Subline Item Number (SLIN) level. SLINs are established sequentially by the SeaPort-e software.

SPECIAL INVOICE INSTRUCTIONS

Each SLIN that provides funding designates a specific project area/work area/Technical Instruction(TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLINs and ACRNs as identified in Sections B, F & G.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Routing Data Table

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<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N63394
Admin DoDAAC	S2404A
Inspect By DoDAAC	N63394
Ship To Code	N63394
Ship From Code	N63394
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA47B
Other DoDAAC(s)	N/A

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

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

david.herren@navy.mil

(g) *WAWF point of contact.*

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

<https://wawf.eb.mil/xtml/unauth/help/help/WhosMyGAM.xml>

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

Accounting Data

SLINID	PR Number	Amount
7001AA	130060226200001	
LLA :		
AA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003653313		
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.		

BASE Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be an average of (redacted) man-hours of direct labor per year, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of Approximately (redacted)

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hours per week. It is understood and agreed that the rate of manhours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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performance as a result of the Contractor's election to implement an alternative worksite plan.

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

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

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

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

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

GIDEP Operations Center

P.O. Box 8000

Corona CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

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

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ESTIMATED

ITEM(S) ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
7000 TBD	TBD	TBD

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7001AA	\$	\$	2/1/2017 - 5/1/2017
7075	NSP	NSP	TBD
7100	TBD	TBD	TBD
7150	TBD	TBD	TBD
7175	NSP	NSP	TBD
7200	TBD	TBD	TBD
7250	TBD	TBD	TBD
7275	NSP	NSP	TBD
7300	TBD	TBD	TBD
7350	TBD	TBD	TBD
7375	NSP	NSP	TBD
7400	TBD	TBD	TBD
7475	NSP	NSP	TBD
9000	TBD	N/A	TBD
9025	TBD	N/A	TBD
9100	TBD	N/A	TBD
9125	TBD	N/A	TBD
9150	TBD	N/A	TBD
9175	TBD	N/A	TBD
9200	TBD	N/A	TBD
9225	TBD	N/A	TBD
9250	TBD	N/A	TBD
9275	TBD	N/A	TBD
9300	TBD	N/A	TBD
9325	TBD	N/A	TBD
9350	TBD	N/A	TBD
9375	TBD	N/A	TBD
9400	TBD	N/A	TBD
9425	TBD	N/A	TBD

Legend:

TBD – To Be Determined

NSP – Not Separately Priced (CDRLs)

N/A – Not Applicable (ODC)

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

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

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

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5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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

1.0 SPECIAL REQUIREMENTS

1.1 Scope. The following paragraphs provide special requirements and amplifying information in support of the specific tasking contained in this Statement of Work (SOW).

1.2 Contents. The document is organized as shown below.

Paragraph 1.0 Special Requirements

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Paragraph 2.0	Special Considerations
Paragraph 2.1	Safety and Environmental Protection
Paragraph 2.2	Contractor Facility
Paragraph 2.3	Contractors Working at Government Facilities
Paragraph 2.4	Emergency Operations
Paragraph 2.5	Provision of Support in Foreign Jurisdictions
Paragraph 2.6	Government Furnished Property and Government Furnished Information
Paragraph 2.7	Training Requirements
Paragraph 2.8	Travel
Paragraph 3.0	Security
Paragraph 3.1	Security Requirements Specification
Paragraph 3.2	Security Clearances
Paragraph 3.3	General Security Procedures
Paragraph 3.4	Information Protection
Paragraph 3.5	CONUS Antiterrorism Considerations

1.3 In any case not covered by the provisions of this document or the specific tasking in the SOW, the contractor shall immediately consult the Contracting Officer's Representative (COR) for the resolution of technical matters regarding the tasking and the Contracting Officer for administrative and general matters.

1.4 Government Quality Assurance Surveillance Plan

The effort performed hereunder will be evaluated IAW the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) identified as Attachment 4 to the RFP.

Performance standards are required to be met for each of the identified Task Requirements.

2.0 SPECIAL CONSIDERATIONS

2.1 Safety and Environmental Protection

2.1.1 Safety

2.1.1.1 Contractor personnel shall comply with all applicable DoD, DoN, OSHA, NAVSEA, NFELC, NBVC, local installation and NSWC PHD safety instructions, policies, procedures and guidance while on Government property at NSWC PHD, remote sites or travel destinations. The contractor shall request clarification of safety procedures and guidance from a Government safety observer or manager, a responsible Government employee or the COR in any case where ambiguity or confusion may arise.

2.1.1.2 The contractor shall immediately notify the COR of any serious contractor personnel injuries or deaths sustained in the performance of this requirement. Minor injuries not requiring immediate medical attention shall be reported to the COR by the following business day.

Notification shall be made by any practical, reliable means available to the contractor. If the COR is not available, the contractor shall notify the Contracting Officer instead and inform the COR as soon as is possible. The contractor shall cooperate with all official investigations of injuries and deaths.

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However, nothing in this paragraph shall be so interpreted as to deprive any person of due process or other civil rights.

2.1.2 Environmental Protection and Compliance

2.1.2.1 The contractor shall comply with all applicable federal state, Navy and local laws; Department of Defense Directive 5000.01, Department of Defense Instruction 5000.02, OPNAVINST 5090.1 Series, Environmental and Natural Resources Program Manual Nov 2007, OPNAVINST 5100.23G, Navy Safety and Occupational Health Program Manual, PHDNSWCINST 5090.5, Environmental Management System Manual; PHDNSWCINST 5090.1A Hazardous Material Distribution Process, PHDNSWCINST 5090.2B Hazard Communication Plan, PHDNSWCINST 5090.3B Pollution Prevention Plan and PHDNSWCINST 5090.5 Environmental Management System Manual.

2.1.2.2 Contractor shall have and maintain a written Environmental Management Plan (EMP) that shall be implemented during contract performance at NSWC PHD. The EMP shall be submitted to the COR and NSWC PHD Environmental Officer for a document review and acceptance. The EMP shall address controls and operational actions that will be employed to ensure no adverse environmental impact occurs. The contractor shall have an acceptable documented EMP, in accordance with this contract, in place no later than 15 days prior to availability start date. The EMP shall be subject to periodic conformity audits by the NSWC PHD Environmental Officer as requested throughout the duration of this contract.

2.1.2.3 Contractor shall submit updated or changed plans to the NSWC PHD Environmental Officer as they occur.

2.1.2.4 Contractor EMP shall include but not limited to the requirements of the following:

2.1.2.5 Compliance with Environmental Management Systems

2.1.2.5.1 The contractor's work under this contract shall conform to all operational controls identified in NSWC PHD Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of NSWC PHD Environmental Management Systems. For more details on complying with NSWC PHDs environmental requirements and objectives are located in section "J" of this contract.

2.1.2.5.2 Spill Prevention Control and Countermeasures Plan (SPCC).

2.1.2.5.3 Contractor shall provide spill response procedure including spill reporting information requirements, employee reporting protocol, location and use of spill kit, clean-up and decontamination requirements, and disposal procedure.

2.1.2.5.4 Contractor shall provide name(s) of Spill Contingency Team members and telephone number(s) for a 24-hour emergency coordinator with alternate.

2.1.2.5.5 Contractor shall notify Command Duty Officer (after normal working hours), the Supervisor, COR and Environmental Officer (during normal working hours) immediately upon discovery of any improper discharge.

2.1.2.5.6 Contractor shall describe the method and work practices to be employed to prevent discharges of any volume to navigable waters.

2.1.2.5.7 Contractor shall describe the contractor's spill clean-up capability (i.e., equipment such as, absorbent pads/booms etc.).

2.1.2.5.8 Contractors pumping operations (liquid transfer to barge/tank or vice versa or in combination).

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2.1.2.5.9 Contractor shall describe the continuous communications between pump tender and barge/tank tender to allow immediate shutdown if a problem occurs during pumping/transfer operations.

2.1.2.5.10 Contractor shall provide specific method for gauging compartment volume in barge/tank; maximum volume to be 85 percent of capacity in receiving barge/tank.

2.1.2.5.11 Contractor shall describe provisions to tag pump lines to indicate where line is originating from (i.e., ship/craft tank/void pump number).

2.1.2.6 Hazardous Material:

2.1.2.6.1 Contractor shall provide documentation of training for personnel using hazardous materials as required.

2.1.2.6.2 Contractor shall indicate that hazardous material containers, including those used by subcontractors, shall be marked with a unique identifier (e.g. company name or logo).

2.1.2.6.3 Contractor shall indicate that all containers of hazardous material regulated under Part 1910.1200 shall be closed at all times when material is not being used.

2.1.2.6.4 Contractor shall indicate that "Daily Use" containers such as paper paint pots and similar containers are managed in accordance with Part 1910.1200 (HAZCOM Standard). "Daily Use" containers shall not be used for staging and/or storage of hazardous material.

2.1.2.6.5 Contractor shall indicate that all containers of hazardous material shall be sealed using a tight fitting lid to prevent vapors escaping during staging or storage.

2.1.2.6.6 Contractor shall remove hazardous material from equipment prior to turning-in the equipment to the Government.

2.1.2.6.7 Emergency Planning and Community Right to-Know Act (EPCRA) Section 302.

2.1.2.6.8 Contractor shall submit one legible copy of Material Safety Data Sheet (MSDS) for each product containing Hazardous Substance which is brought aboard the NSWC PHD to the COR.

2.1.2.6.9 Contractor shall provide report quantity of each chemical product containing listed EHS which is brought aboard NSWC PHD.

2.1.2.6.10 EPCRA Section 304:

2.1.2.6.10.1 Contractor shall provide verbal notification of the release of a reportable quantity of a listed or HS released at the Government facility to the Supervisor/COR Environmental Officer, immediately after initial applicable notifications have been made in accordance with local regulations. This verbal notification shall be followed by a written notification to the NSWC PHD COR, Supervisor and Environmental Officer within 24 hours.

2.1.2.6.11 EPCRA Section 311:

2.1.2.6.11.1 Contractor shall provide MSDS and quantity (by weight) of each listed Hazardous substance and Extremely Hazardous Substance stored at NSWC PHD.

2.1.2.7 Hazardous Waste:

2.1.2.7.1 Contractor shall comply with Hazardous waste; state Hazardous Waste Management Regulations. Hazardous waste becomes subject to regulation at the point of generation. A hazardous waste label must be affixed to the waste immediately following waste determination. Accumulation start date shown on HW label will be the date the HW was generated NOT the date the waste was

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sampled or analysis was completed.

2.1.2.7.2 Contractor shall comply with Specific Requirements for Hazardous Waste (HW) Management:

- a. Contractor shall accept/retain liability, including all associated fines and penalties for improper management or disposal of HW.
- b. Contractor shall conduct daily inspections of their HW storage sites and provide Supervisor/COR a copy of the daily inspection report.
- c. Contractor shall immediately correct any identified deficiencies.
- d. Contractor shall remove all HM upon completion of contract.
- e. NSWC PHD AIT Support Services Contracting Officer's Representative (COR) will dispose of any HM abandoned by a contractor and charge the contractor with all associated costs. Abandoned HW shall be characterized as an unknown, properly disposed of, and the Contractor billed for all associated costs.
- f. Contractor shall obtain an EPA Generator Identification Number (ID) where state law allows.
- g. Contractor shall properly segregate, package and label all waste generated by industrial processes to control listed toxic or hazardous substances.
- h. Contractor shall properly characterize, identify or analyze all generated waste prior to disposal.
- i. If sampling of generated waste is required the contractor shall sample the waste using qualified sampling personnel and deliver to a National Environmental Laboratory Accreditation Program (NELAP). If sampling of generated waste is not required, contractor will verify the type and amount of the waste and dispose in accordance with federal, state and local requirements. Contractor will utilize Chain of Custody form as shown in Appendix A.
- j. Contractor shall manage all hazardous/non-hazardous waste in accordance with all local, federal state and NSWC PHD requirements.
- k. Contractor shall provide certification for all transporters, and Treatment, Storage and Disposal Facilities utilized verifying compliance with Federal, State and Local requirements.

2.1.2.7.3 Management of Operations on Waterfront and Piers:

2.1.2.7.3.1 Contractor shall not store HW, HM, fuel tanks and oil products on the pier.

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

2.1.2.8 Quality Air Permit:

2.1.2.8.1 Contractor shall comply with NBVC permit condition which includes spray painting and coating lines, paint related materials, organic solvent degreasing operations and combustion processes, internal combustion engine, and boilers reporting requirement. Requirements involve emission inventories preparation for regulated sources and emission control equipment acquisition for newly defined volatile organic components and new additions and modifications (i.e., realignments and major repairs) to NSWC PHD requirements. Any leased/rented or owned equipment used by contractors within the Port Boundary, must utilize equipment that is registered

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with California Air Resources Board (CARB) and meets the requirements specified under the Port Cargo Handling Equipment Requirements, that is, (CARB) Verified Diesel Emission Control Strategies that meet the requirements of CARB Mobile Cargo Handling Equipment regulations. Contractor must comply with Off-Road equipment regulation and or Large Spark Engine rules: Gasoline, Compressed Natural Gas, and Liquefied Petroleum Gas Requirements

2.1.2.9 Container Management:

2.1.2.9.1 Contractor shall ensure all containers shall be in good condition (minor surface rust or dents are allowed), sealed, non-leaking, and compatible with the material being stored. HW containers shall be closed at all times except when adding or sampling.

2.1.2.9.2 Contractor shall seal containers properly to prevent spillage or leaks during transportation. All lids shall be closed and tightened.

2.1.2.9.3 Contractor shall ensure drums with rings shall have rings properly positioned with the bolt down and tightened: CAUTION: USE NON-SPARKING TOOLS ON CONTAINERS OF FLAMMABLE MATERIALS.

2.1.2.9.4 Contractor shall immediately transfer material from any container that does not properly seal.

2.1.2.9.5 Contractor shall ensure containers have no evidence of spills on the outside of the container; no dry or wet paint on the exterior sides.

HW labeling:

1. Contractor shall complete all labels with indelible ink
2. Label each container of HW with a yellow HW label
3. Label must include EPA I.D. Number
4. Name and address of generator
5. The proper shipping name of the waste
6. EPA Waste Numbers
7. Accumulation start date when required
8. Accumulation start date shown on label will be the date that HW was generated and NOT date that sample was taken or analysis was completed
9. Manifest Number when transported off station
10. Contractor shall ensure that Labels of non-HW containers are completely filled
out on non-HW label; each state regulations
will vary regarding the classification of HW vs. non HW.

2.1.2.10 NSWC PHD AIT Support Services SUPERVISOR, COR and ENVIRONMENTAL OFFICER will:

- a. Survey the contractor work processes which has the potential to generate hazardous waste; use NSWC PHD environmental tools and instructions for documented surveillance
- b. Retain the right to inspect all hazardous waste/material management activities performed by the contractor.
- c. Retain the right to take any/all wastes/materials from the Contractor, if deemed necessary to protect the Government's interests.
- d. Retain the right to stop contractor work/operations in the

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event of serious safety and environmental problems/violations.

- e. Provide oversight (as necessary) to all spill clean-up operations.
- f. And review all documentation of contractor efforts to comply with federal, state, Navy and local environmental laws and regulations. This review includes, but is not limited to compliance with any minimization efforts chosen by the contractor.

2.1.2.11 The contractor shall have and maintain a hazardous material spill contingency plan that designates a primary and alternate environmental officer; provides immediate actions to be taken, points of contact for notification and containment/cleanup assistance; provides for spill containment, damage control, cleanup, disposal of contaminated material, and criteria for re-entering contaminated areas; and, post cleanup reporting criteria, for spills both interior and exterior to the ship.

2.1.2.12 Waste Reduction Program:

2.1.2.12.1 Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. Contractor's programs shall comply with applicable federal, state, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act and implementing regulations (40 CFR Part 247).

2.1.2.13 Energy Efficiency in Energy-Consuming Products:

2.1.2.13.1 Contractor shall ensure that energy-consuming products are energy efficient products (i.e., Energy Star® products or Federal Energy Management Program designated products) at the time of contract award.

2.1.2.14 Bio-based Product Certification:

2.1.2.14.1 Contractor shall make maximum use of bio-based products that are United States Department of Agriculture (USDA)-designated in the performance of this contract unless otherwise specified in the federal acquisition requirements.

2.2 Contractor Facility

2.2.1 Execution of this contract requires frequent interface with the personnel of the AIT Support Senior Management. Therefore, within 30 calendar days of contract award the contractor shall have and maintain for the duration of the contract an office facility within a 20-mile radius of NSWC PHD. The facility shall be used to house personnel that support this contract but are not required to work at NSWC PHD or other locations. Management personnel at the facility should have full authority to conduct business concerning placement and performance of personnel providing services under this contract.

2.3 Contractors Working at Government Facilities

2.3.1 Contractors that meet the criteria identified below will be required to obtain a Common Access Card (CAC). A National Agency Check with Inquiries (NACI) or NACI equivalent investigation and an FBI fingerprint check with favorable results are required in contract to be eligible to obtain a CAC. CAC issuance is at the discretion of the Government. The Government reserves the right to change the criteria for CAC issuance at any time without notification to the contractor. The contractor is responsible for ensuring the return of all CACs issued to their employees to the COR upon contractor employee separation, the expiration of this contract and the termination of this contract.

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

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- a.(1) The individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the Department on a recurring basis for a period of 6 months or more.
- a.(2) The individual requires both physical access to a DoD facility and access, via logon, to a DoD network. Access to a DoD network must require the use of a computer with a Government-controlled configuration located in a DoD facility or use of a DoD approved remote access procedure.
- a.(3) The individual requires remote access to DoD networks that use only the CAC logon for user authentication.

2.3.2 Location of Work. The Government shall provide the contractor workspace for performance of relevant contract tasks at NSWC PHD, 4363 Missile Way, Port Hueneme, California, in Building 1389 and such other locations within the NSWC PHD perimeter as required by the location of the work. All other work shall be performed at the contractor facility and at the travel destinations identified in Section F of the solicitation. There will be no classified work performed at the contractor's facility.

2.3.3 The standard hours of operation for NSWC PHD are 0730-1700 Pacific Time, Monday-Friday. The standard hours of operation for remote site and travel destination work places are determined locally and may vary.

- a. Contractors shall not be present in Government facilities unless Government personnel are physically present at all times to carry out security-related functions. Government-Owned Contractor-Operated (GOCO) facilities outside of NSWC PHD are exempt from this requirement if appropriate local Government authority permits.
- b. Provision will be made by the Government to allow necessary building, site, and facility access for contractor personnel on weekends and Federal holidays when necessary for this requirement. Contractor personnel who must work weekends and Federal holidays but who do not require access to Government buildings, sites and facilities shall work at the contractor facility or such other non-Government facility as may be determined by the contractor as appropriate for the conduct of the work under this requirement.

2.3.4 Contractors requiring routine or repeated access to Naval Base Ventura County (NBVC) under this contract may participate in the RAPIDGate program at their discretion as an alternative to securing daily base passes. Note that Common Access Cards (CACs) will not be issued to contractor personnel merely to allow convenient access to NBVC as an alternative to securing daily base passes or participating in the RAPIDGate program.

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

2.3.6 Extraordinary Leave Days and Excused Leave for Government Personnel

- a. If an extraordinary day off or leave, wherein Federal employees are excused from work with pay on what would be a normal work day without charge to leave, is granted to Federal employees by the direction of the President or an agency head, such as has occurred periodically on what would have been normal work days adjacent to major Federal holidays or on the occasion of Presidential funerals or national days of mourning, the contractor shall continue to provide contracted services in accordance with the requirement until and unless necessary access to Government buildings, ships,

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sites and other facilities is precluded due to absence of Government personnel.

- b. If the contractor personnel are unable to conduct their work at an assigned Government work place due to an extraordinary day off or excused leave for Government employees, the contractor or any subcontractors may, at their discretion, continue work at another appropriate facility if possible or else grant paid or unpaid leave to its affected employees in accordance their company policies or any Collective Bargaining Agreement (CBA) that may apply. Whether contract payments will be made for time not worked will depend upon the terms and conditions of this contract, including the pricing mechanisms contained within the contract.
- c. If the use of alternative facilities will raise the costs of performing the requirement beyond the prices contracted with the Government under this requirement, the contractor shall first notify the Contracting Officer and request authorization to proceed. The contractor is not authorized to purchase or rent alternative facilities to accommodate extraordinary leave without such advance authorization from the contracting officer.
- d. Estimated Extraordinary Leave and Excused Leave. For information purposes only, the granting of one extraordinary leave day per year is typical, normally adjacent to the Christmas Holiday, and instances of granting 59 minutes of administrative leave to Government personnel typically occurs two to three times per year.

2.3.7 Contractor personnel shall comply with all DoD, DoN, NAVSEA, Naval Base Ventura County (NBVC), Naval Facilities Expeditionary Logistics Center (NFELC), NSWC, local Navy installation and NSWC PHD security instructions, policies, procedures and guidance as they apply to the contractor both on and off Government property at NSWC PHD, remote sites or travel destinations, to include following established check-in and check-out procedures of all contractor personnel occupying Government facilities or otherwise requiring physical access to Naval Base Ventura County, NFELC and NSWC PHD.

2.4 Emergency Operations

2.4.1 In the event normal access to any part of the NSWC PHD command or any Government-owned remote site or travel destination is closed as a result of fire, flood, severe weather, power failure, loss of other utilities, force protection posture, terrorist activity, military action, natural or man-made disaster, civil unrest, or other emergency resulting in Government personnel being dismissed or dispersed to other facilities, affected contractor personnel shall be relocated or otherwise directed away from the emergency or disrupted area. The contractor shall communicate with the COR as soon as is safely possible to determine whether and when Government facilities may be once again available for use by appropriate contractor personnel. If the COR cannot be reached, the contractor shall contact the Contracting Officer. If Government facilities cannot be made available for contractor use by the start of the following business day, contractor personnel shall be relocated as directed by the contractor who shall confer with the Contracting Officer at the earliest possible opportunity to make alternative facility arrangements for the continuation of contracted work.

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

- a. If the use of alternative facilities will raise the costs of performing the requirement beyond the prices already contracted with the Government, the contractor shall first notify the Contracting Officer and

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request authorization to proceed. The contractor is not authorized to purchase or rent alternative facilities for emergency operations without such advance authorization from the contracting officer.

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

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

- a. In the event a muster report is requested, the contractor will, within one working day of receiving the request, report to the COR or other point of contact designated by the COR the names, geographical locations, and physical status of the contractor personnel assigned to this contract. Physical condition shall be described as “Mustered – unharmed,” “Mustered – injured,” “Missing,” “Deceased,” or “Unknown” as applicable to the situation. Follow-on update reports may be requested as the emergency develops.
- b. Privacy Act Statement: The information gathered shall be used by the Government exclusively for the purposes shown in the paragraphs below. Provision of this information by the contractor and by contractor personnel is voluntary and declining a muster shall, by itself, not be considered relevant to the performance of this requirement.
 - b.(1) Cooperation with emergency personnel in rescue and recovery efforts.
 - b.(2) Determining whether personnel with security clearances and access to classified information are missing, particularly if missing overseas.
 - b.(3) Managing impacts to Government mission areas relative to the tasking in the requirement.

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

2.5 Provision of Support in Foreign Jurisdictions

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

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

- a. Definitions. Paragraphs [a.(1)] through [a.(3)] provide definitions of terms for use only in meeting this requirement and shall have no bearing on the interpretation of these terms outside of this requirement.
 - a.(1) The phrase “immediate United States jurisdiction” shall be understood to refer to the territory of the United States and its possessions; the ships, submarines, vessels and aircraft of the United States Government; the embassies, consulates and other diplomatic missions of the United States; and any other territory, edifice or conveyance over which the United States exercises national sovereignty.
 - a.(2) The phrase “foreign national jurisdiction” shall be understood to refer to the territory of a foreign sovereign nation and its possessions; the ships, submarines, vessels and aircraft of such nation; the

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embassies, consulates and other diplomatic missions of such nation; and any other territory, edifice or conveyance over which such nation exercises national sovereignty, with the exception of foreign Government ships in United States territorial seas and internal waters and foreign government aircraft in United States air space.

- a.(3) The term “Status of Forces Agreement” (SOFA) shall, for the purposes of this SOW, include not only actual Status of Forces Agreements (SOFAs) but also Visiting Forces Agreements (VFAs), Memoranda of Understanding (MoUs) and any other similar agreement, however titled, that governs, defines or clarifies the circumstances and terms under which United States armed forces, civil servants, and their supporting contractors are allowed to operate within foreign territory or national jurisdiction and which normally addresses issues pertaining to the presence and activities of United States forces and nationals, including matters pertaining to civil and criminal jurisdiction.
- b. The contractor shall ensure that all support provided at any location outside immediate United States jurisdiction, whether ashore in a foreign country or territory, afloat in a foreign vessel, airborne in a foreign aircraft, or otherwise under foreign national jurisdiction, shall comport with the contents of the Status of Forces Agreement (SOFA) applicable to that country or countries. The contractor shall brief its personnel providing such support on the pertinent contents of the applicable SOFA(s) prior to their departure for the foreign jurisdiction(s).
- c. Where support under this SOW is provided in a foreign national jurisdiction wherein no SOFA is in force, the contractor shall brief its personnel on that fact prior to their departure for that foreign jurisdiction. The contractor shall report the lack of a SOFA to the COR prior to the departure of such personnel for the foreign jurisdiction(s). Contractor personnel shall attend applicable SOFA indoctrination training at host facilities if available.
- d. The contractor shall submit to the COR a written report explaining the circumstances and disposition, if known, of any incident within a foreign national jurisdiction wherein its personnel are arrested, detained or otherwise taken into custody by US or foreign government personnel, whether during or outside working hours. The report shall be made not later than 2 business days after the contractor becomes aware of the incident and may be made by e-mail or in hard copy format. The contractor shall ensure the COR has received the report and is aware of its subject. If the COR is not available, the contractor shall make such report to the Contracting Officer with copy to the COR. The contractor shall provide updated reports to the COR as the incident develops, unless this requirement is waived by the COR. Reports shall include the following information about the incident, if available to the contractor at the time of the report:
- d.(1) Name(s) of contractor personnel involved.
 - d.(2) Name(s) of US Government personnel involved, if any.
 - d.(3) Whether foreign nationals were involved and their names and nationalities, if known.
 - d.(4) Whether US or foreign law enforcement personnel were involved.
 - d.(5) Whether US citizens or foreign nationals were injured or killed.
 - d.(6) Whether US diplomatic missions or personnel were notified of the incident, and by whom.
 - d.(7) Whether any local US military command was notified of the incident and by whom.
 - d.(8) Whether the contractor personnel remain in the foreign jurisdiction or have traveled elsewhere.
 - d.(9) Brief description of incident to include date(s), time(s) and locations(s), as applicable.
 - d.(10) What action, if any, the contractor has taken to dispose of the incident.

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- e. These reports are for information only and nothing in the (2.52) series paragraphs shall be so interpreted as to deprive any personnel of due process or other civil rights. Where provision of this information, or any part of it, to the Government may be felt by the contractor or the contractor personnel to limit or infringe such rights, the contractor shall first contact the COR for clarification. If the COR is not available, the contractor shall instead contact the Contracting Officer.
- f. Unless specifically required by the terms of a particular SOFA, or unless required by other US law, instruction or policy, the Government will not provide legal representation abroad to contractor personnel taken into custody, detained or prosecuted by a host nation law enforcement agency.

2.6 Government Furnished Property and Government Furnished Information

2.6.1 Scope. Contractor personnel working in Government buildings and occupying Government spaces will be granted use of Government Furnished Property (GFP) to the extent necessary to perform the requirements of this contract as defined in the paragraphs below. Access to Government Furnished Information (GFI) will be restricted to only what is required to perform the requirements of this contract.

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

2.6.3 Consumable Materials. Except as may be specified elsewhere in this requirement, use of Government consumable materials by the contractor is authorized on a case-by-case basis within the restrictions shown in the paragraphs below.

- a. Government Consumables shall not be used for the production of newsletters, presentations, or reports exceeding 300 printed pages (total, including all copies); or optical media exceeding 20 copies in total. The COR may waive this restriction at the Government's discretion in the case of classified products; where mission-critical timeliness, security or business sensitivity considerations requires the use of Government consumables; or where the Government possesses a unique consumable the contractor cannot procure in a cost-effective or timely fashion.
- b. Within the restrictions of the paragraph above, the contractor may use nominal amounts of Government consumable materials as identified in the paragraphs below.
 - b.(1) Use of nominal amounts of printer and photocopier paper for printing and copying of important naval message traffic, electronic mail messages, financial spreadsheets, and similar low-volume documents.
 - b.(2) Use of pens, paper, tape, and similar desktop consumables in teaming environments, such as conferences, meetings, process improvement events or program reviews, where the use of contractor-supplied consumables would impose delay or be otherwise impractical. In such circumstances, use of consumable materials must be comparable to that used by Government teammates.

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

contract.

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

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

2.7 Training Requirements

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

2.7.1.a Basic Training Specified of All Requirements

<u>TRAINING</u>	<u>FREQUENCY</u>
OPSEC	Once per fiscal year
Counterintelligence Awareness	Once per fiscal year
Information Awareness	Once per calendar year

2.7.1.b The training requirements specified above shall apply once to each contractor employee per course per period (“FREQUENCY”) regardless of the number of NSWC PHD contracts to which the individual contractor employee is assigned. Completion of each training requirement for one NSWC PHD contract shall meet the training requirements for all NSWC PHD contracts within the period specified (“FREQUENCY”).

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

2.8 TRAVEL

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

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

3.0 SECURITY

3.10 Security Requirements Specification

- a. This contract does not require access to communications security (COMSEC) equipment.
- b. This contract does not require access to intelligence information (INTEL).
- c. This contract does not require access to Sensitive Compartmented Information (SCI).
- d. This contract does not require access to North Atlantic Treaty Organization (NATO) information.
- e. This contract does not require access to the Secure Internet Protocol Router Network (SIPRNET).
- f. This contract does not requires access to Operations Security (OPSEC) Sensitive information.

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g. This contract does not require access to **Foreign Government Information (FGI)**.

3.2 Security Clearances

3.2.1 Contractor personnel shall obtain and maintain at a minimum a security clearance level of **SECRET** to work on SOW paragraphs 3.00 through 6.00. Clearances shall be maintained for the duration of this contract.

3.3 General Security Procedures

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

3.3.2 Rescission of Access to Government Facilities

- a. Access to Government facilities is at the discretion of the Government. The Government reserves the right to rescind access of contractor personnel to Government facilities at any and all times and without presenting reason.
- b. In each instance when contractor employees depart Naval Base Ventura County at the end of their employment with the company or firm, at the end of the PoP of this contract, upon their transfer to another contract, and upon being denied access to Government facilities for whatever reason, the contractor shall ensure the prompt return to the Government of all of the following materials in the possession of that employee:
 - b.(1) Government-owned keys to desks, offices, etc.
 - b.(2) Common Access Cards (CACs), except for CACs issued to retired military personnel and retired civil servants on that basis
 - b.(3) Base Passes, except for passes issued to retired military personnel and retired civil servants on that basis
 - b.(4) Base stickers for the employee's vehicles, except for stickers issued to retired military personnel and retired civil servants on that basis
 - b.(5) GFE and GFI, with special attention to IT equipment, CI, and CPI
 - b.(6) Courier pass, if issued to the departing employee
- c. The contractor may collect the materials listed above and return them to the custody of an appropriate Government employee or direct the contractor employee to surrender these items at the Naval Base Ventura County Security Office, whichever is appropriate to the circumstances. In all cases the contractor shall follow current Naval Base Ventura County and NSWC PHD Security instructions appropriate to the circumstances.

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

3.5 CONUS Antiterrorism Considerations. In order to ensure that the requirements of DoD Instruction 2000.16, DoD Anti-Terrorism Standards, are addressed, the following requirements will be incorporated into the contract:

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Contractor personnel shall obtain and maintain at a minimum a security clearance level of SECRET to work on SOW paragraphs 3.00. Clearances shall be maintained for the duration of this contract.

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

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

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

The Contracting Officer's Representative (COR) will ensure that the contractor complies with the AT provisions of the Defense Federal Acquisition Regulation Supplement training requirements.

The contract will incorporate AT Level I training requirements.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

52.204-2	Security Requirements	AUG 1996
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.215-23	Limitations on Pass-Through Charges	
ALT I	(Alternate I)	OCT 2009
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.223-10	Waste Reduction Program	AUG 2000
52.223-15	Energy Efficiency in Energy Consuming Products	DEC 2007
52.223-19	Compliance with Environmental Management System	MAY 2011
52.227-14	Rights in Data – General	DEC 2007
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.244-2	Subcontracts	OCT 2010
52.244-2	Subcontracts (Alternate I)	JUN 2007
ALT I		
52.244-5	Competition in Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
52.251-2	Interagency Fleet Management System Vehicles and Related Services	JAN 1991
252.203-7004	Display of Hotline Posters	JAN 2015
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2015
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JUN 2010
252.211-7006	Passive Radio Frequency Identification	SEP 2011
252.223-7008	Prohibition of Hexavalent Chromium	MAY 2011
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial computer software & Noncommercial computer software documentation	
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
225.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.244-7001	Contractor Purchasing System Administration	JUN 2012

All applicable clauses contained within the offeror's Multiple Award Contract (MAC) apply to this Task Order.

CLAUSES INCORPORATED BY FULL TEXT:

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

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

CLIN	Option Period	Latest Option Exercise Date
7100, 7150, 7175, 9100, 9125, 9150, 9175	OY1	365 Days after Task Order Award
7200, 7250, 7275, 9200, 9225, 9250, 9275	OY2	730 Days after Task Order Award
7300, 7350, 7375, 9300, 9325, 9350, 9375	OY3	1095 Days after Task Order Award
7400, 7475, 9400, 9425	OY4	1460 Days after Task Order Award

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

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

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

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

Employee Class	Monetary Wage -- Fringe Benefits

<u>GS 03</u>	<u>\$13.57- \$17.65 / hour</u>
<u>GS 05</u>	<u>\$17.05- \$22.17 / hour</u>
<u>GS 07</u>	<u>\$21.12- \$27.45 / hour</u>
<u>GS 09</u>	<u>\$25.83- \$33.58 / hour</u>
<u>GS 10</u>	<u>\$28.45- \$36.98 / hour</u>
<u>GS 12</u>	<u>\$37.46 - \$48.70 / hour</u>
<u>GS 13</u>	<u>\$44.55 - \$57.91 / hour</u>

52.222-46 -- Evaluation of Compensation for Professional Employees Feb 1993

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

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(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

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SECTION J LIST OF ATTACHMENTS

Attachments	Description	Date	No. of Pages
Attachment 1	DD 254 Security Classification Specification	9/27/2016	4
Attachment 2	Certificate of Non-Disclosure	9/27/2016	1
Attachment 3	QASP	8/24/2015	12
Attachment 4	NAVSEA STANDARD ITEM (SI) 009-04	7/18/2014	10
Attachment 5	NAVSEA Technical Specification 9090-310G	2/12/2015	68
Attachment 6	NAVSEA Technical Publication, Requirements for Fabrication, Welding, and Inspection, T9074-AD-GIB- 010/1688	7/13/2012	238
Attachment 7	NAVSEA Technical Specification 9090-600 (series)	8/1985	67
Exhibit A	CDRLs and DIDs	8/26/2015	27

Exhibit A - CDRLs and DIDs

Data Item No.	Title of Data Item	Data Item Description	No. Date	No. of Pages
A001	STATUS REPORT	DI-MGMT-80368A	8/26/2015	4
A002	CONTRACTOR'S PERSONNEL ROSTER	DI-MGMT-81834	8/26/2015	2
A003	FUNDS AND MAN-HOURS EXPENDITURE REPORT	DI-FNCL-80331A	8/26/2015	7
A004	OUTFITTING MATERIAL STATUS REPORT	DI-ILSS-80948	8/26/2015	5
A005	QUALITY DEFICIENCY REPORT	DI-QCIC-80736	8/26/2015	2
A006	ENGINEERING DOCUMENTATION PRODUCT DRAWINGS, MODIFIED	DI-DRPR-81681	8/26/2015	2
A007	ALTERATION INSTALLATION TEAM QUALITY ASSURANCE WORK BOOK	DI-QCIC-81870	8/26/2015	2
A008	INSTALLATION TEST REPORT	DI-QCIC-80512	8/27/2015	2

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