

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-15-D-8491		2. DELIVERY ORDER NO. N6339417F3003		3. EFFECTIVE DATE 2017 Aug 24		4. PURCH REQUEST NO. See schedule		5. PRIORITY DO-A1			
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307 Michael A Kahyai/N63394 805-509-1113			CODE N63394		7. ADMINISTERED BY DCMA LOS ANGELES 16111 Plummer Street, Building 10, 2nd Floor North Hills CA 91343-2036			CODE S0512A SCD: C		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR VSolvIT, LLC 4171 Market St., Suite 2 Ventura CA 93003-8300			CODE 4L5L8		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS		
							12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL X SMALL DISADVANTAGED X WOMEN-OWNED		
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G				
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381			CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	X	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.								
VSolvIT, LLC			Kasey Burdick Business Development								
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 BY: /s/Mariluz Chan-Endres			25. TOTAL			
								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		
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
					FINAL						
f. TELEPHONE		g. E-MAIL ADDRESS			31. PAYMENT		34. CHECK NUMBER				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					COMPLETE						
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.	

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GENERAL INFORMATION

All of the Clauses contained in the SeaPort-e MAC are incorporated and are applicable to this Task Order, and are supplemented herein.

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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	Base Year: Provide Technical Manual Support Services for Aegis Weapon System (AWS) programs in accordance with the Statement of Work, Section C. See Note A. (Fund Type - TBD)		LH			
700001	R425	Technical Manual Support Services for Aegis Weapon System (AWS) (O&MN,N)					
700002	R425	Technical Manual Support Services for Aegis Weapon System (AWS) (O&MN,N)					
700003	R425	Technical Manual Support Services for Aegis Weapon System (AWS) (O&MN,N)					
7001	R425	Base Year: Provide Technical Manual Support Services for Aegis Weapon System (AWS) programs in accordance with the Statement of Work, Section C. See Note A. (FMS Case #AT-P-LQC)		LH			
700101	R425	Technical Manual Support Services for Aegis Weapon System (AWS) (FMS)					
700102	R425	Technical Manual Support Services for Aegis Weapon System (AWS) (FMS)					
700103	R425	Technical Manual Support Services for Aegis Weapon System (AWS) (FMS)					
700104	R425	Technical Manual Support Services for Aegis Weapon System (AWS) (FMS)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002		Base Year: Contract Data Requirements List (CDRL) DD1423, provided as Exhibit A, in support of CLINs 7000-7001 in accordance with the SOW. Not separately priced. 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 proposal IAW DFARS 252.227-7017. The price/costs for all data/tech data					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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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 CLINs 7000-7001.

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Option Year 1: Provide Technical Manual Support Services for Aegis Weapon System (AWS) programs in accordance with the Statement of Work, Section C. See Note A & Note B.(Fund Type-TBD) (Fund Type - TBD)	██████	█	██████████	██████████	
		Option					
7101	R425	Option Year 1: Provide Technical Manual Support Services for Aegis Weapon System (AWS) programs in accordance with the Statement of Work, Section C. See Note A & Note B. (FMS Case #AT-P-LQC)	██████	█	██████████	██████████	
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7102		Option Year 1: Contract Data Requirements List (CDRL) DD1423, provided as Exhibit A, in support of CLINs 7100-7101 in accordance with the SOW. Not separately priced. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS252.227-7013 unless an assertion is provided and accepted by the Government with the proposal 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 CLINs 7100-7101.	██	██			██

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	Option Year 2: Provide Technical Manual Support Services for Aegis Weapon System (AWS) programs in accordance with the Statement of Work, Section C. See Note A & Note B. (Fund Type - TBD)	██████	█	██████████	██████████	
		Option					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201	R425	Option Year 2: Provide Technical Manual Support Services for Aegis Weapon System (AWS) programs in accordance with the Statement of Work, Section C. See Note A & Note B. (FMS Case #AT-P-LQC)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7202		Option Year 2: Contract Data Requirements List (CDRL) DD1423, provided as Exhibit A, in support of CLINs 7200-7201 in accordance with the SOW. Not separately priced. 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 proposal 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 CLINs 7200-7201.					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	Option Year 3: Provide Technical Manual Support Services for Aegis Weapon System (AWS) programs in accordance with the Statement of Work, Section C. See Note A & Note B. (Fund Type - TBD)					
		Option					
7301	R425	Option Year 3: Provide Technical Manual Support Services for Aegis Weapon System (AWS) programs in accordance with the Statement of Work, Section C. See Note A & Note B. (FMS Case #AT-P-LQC)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7302		Option Year 3: Contract Data Requirements List (CDRL) DD1423, provided as Exhibit A, in support of CLINs 7300-7301 in accordance with the SOW. Not separately priced. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013 unless an assertion is					

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Item PSC Supplies/Services

Qty Unit Est. Cost Fixed Fee CPFF

provided and accepted by the Government with the proposal 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 CLINs 7300-7301.

For Cost Type Items:

Item PSC Supplies/Services

Qty Unit Est. Cost Fixed Fee CPFF

7400 R425 Option Year 4: Provide Technical Manual Support Services for Aegis Weapon System (AWS) programs in accordance with the Statement of Work, Section C. See Note A & Note B. (Fund Type - TBD)

■ ■ ■ ■ ■

Option

7401 R425 Option Year 4: Provide Technical Manual Support Services for Aegis Weapon System (AWS) programs in accordance with the Statement of Work, Section C. See Note A & Note B.

■ ■ ■ ■ ■

(FMS Case #AT-P-LQC)

Option

For Cost Type / NSP Items

Item PSC Supplies/Services

Qty Unit Est. Cost Fixed Fee CPFF

7402 Option Year 4: Contract Data Requirements List (CDRL) DD1423, provided as Exhibit A, in support of CLINs 7400-7401 in accordance with the SOW. Not separately priced. 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 proposal 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 CLINs 7400-7401.

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For ODC Items:

Item PSC Supplies/Services

Qty Unit Est. Cost

9000 R425 Base Year: ODC in Support of CLIN 7000 (Fund Type - TBD)

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9001 R425 Base Year: ODC in Support of FMS CLIN 7001 (FMS Case #AT-P-LCQ)

■ ■ ■ ■

9100 R425 ODC in Support of CLIN 7100 (Fund Type - TBD)

■ ■ ■ ■

Option

9101 R425 ODC in Support of FMS CLIN 7101 (FMS Case #AT-P-LQC)

■ ■ ■ ■

Option

9200 R425 ODC in Support of CLIN 7200 (Fund Type - TBD)

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9201	R425	ODC in Support of FMS CLIN 7201 (FMS Case #AT-P-LQC)	█	█	█
		Option			
9300	R425	ODC in Support of CLIN 7300 (Fund Type - TBD)	█	█	█
		Option			
9301	R425	ODC in Support of FMS CLIN 7301 (FMS Case #AT-P-LQC)	█	█	█
		Option			
9400	R425	ODC in Support of CLIN 7400 (Fund Type - TBD)	█	█	█
		Option			
9401	R425	ODC in Support of FMS CLIN 7401 (FMS Case #AT-P-LQC)	█	█	█
		Option			

Clauses in Section B of the SeaPort-e Multiple Award IDIQ Contract are applicable to this Solicitation/Contract, and are supplemented herein.

Offerors please complete. Whole dollars only.

NOTE A: Level of Effort (CLIN(s) 7000,7001, 7100, 7101, 7200,7201, 7300, 7301, 7400, 7401) for labor items. Offerors shall propose man-hours mandated in Section B to perform requirement of the Statement of Work (SOW) provided for the period of performance in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT Clause applies to these items. The Labor Mix is provided in Section L. The required hours are the following:

Base Period: █

Option YR 1: █

Option YR 2: █

Option YR 3: █

Option YR 4: █

NOTE B: CLIN(s) 7100-7101, 7200-7201, 7300-7301, 7400-7401, 9100-9401. Option Item to which the Option Clause in Section I applies and which is to be supplied only if and to the extent that said option is exercised.

NOTE C: CLIN(s) 9000-9401. Travel and Material CLINs are Cost Only.

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

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

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

(End of Text)

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

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

(End of Text)

HQ B-2-0009 NOTE (CDRL)

Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

HQ B-2-0010 NOTE (OPTION) (Applicable to CLINs 7100-7101, 7200-7201, 7300-7301, 7400-7401, 9100-9101, 9200-9201, 9300-9301, and 9400-9401)

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.

(End of Text)

HQ B-2-0013 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT – ALTERNATE I (NAVSEA) (JAN 2008)

- a. Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the COR identified in Section G.
- b. Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.
- c. Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

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- d. Separate invoices shall be submitted for selected replacement repair parts subsequent to the establishment of prices therefor in accordance with SECTION C of this contract.

(End of Text)

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010) (Applicable to CLINs 7000,7001, 7100, 7101, 7200, 7201, 7300, 7301, 7400, and 7401)

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

(End of Text)

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015) (Applicable to CLIN 9000, 9001, 9100, 9101, 9200, 9201, 9300, 9301, 9400 and 9401)

- 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.

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(End of Text)

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

CLINs 7000, 7001, 7100, 7101, 7200, 7201, 7300, 7301, 7400, and 7401 are Cost Plus Fixed Fee. CLINs 9000, 9001, 9100, 9101, 9200, 9201, 9300, 9301, 9400, and 9401 are Cost only.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1 SCOPE

1.1 The Contractor shall provide technical, production, and electronic recordkeeping services to include: the writing, editing, distribution, and maintenance of technical documents including documentation preparation, planning, development, Quality Assurance (QA), Compact Disc – Read Only Memory (CD-ROM) mastering, DVD/CD-ROM duplication and electronic distribution. These documents include paper Technical Manuals (TMs), Technical Bulletins (TBs), Electronic Technical Manuals (ETMs), and Interactive Electronic Technical Manuals (IETMs). All classified work shall be performed on-site at Naval Surface Warfare Center (NSWC) Port Hueneme Division (PHD). Services necessary to support the mission include:

Technical Reviews and Recommendations

Production of Technical Manuals

Electronic Media and Hard Copy Recordkeeping

1.2 BACKGROUND

1.2.1 The Air Dominance Department performs the In-Service Engineering Agent (ISEA) role for assigned combat systems, associated equipment including launchers and associated combat systems support equipment including electrical power, cooling water and communications. ISEA services are provided aboard US Navy and Coast Guard ships, to allied nations and to Foreign Navies through Foreign Military Sales (FMS) support agreements. The Aegis Weapon System (AWS) Technical Documentation Branch, A35, provides Technical Manual (TM) support for AWS programs and serves as Technical Manual Managers (TMMs), Technical Manual Print on Demand System (TMPODS) or Naval Logistics Library (NLL) or technical manual developer in compliance with NAVSEAINST 4160.3. These programs are served by the Air Dominance Department including Aegis, Vertical Launch System (VLS), Ballistic Missile Defense (BMD), FMS as well as the other ISEA programs of the Air Dominance Department.

The majority of the workload is associated with AWS TMs that include approximately 3,500 active Technical Manual Identification Numbering System (TMINS) Electronic Technical Manuals (ETMs) that are distributed in Portable Document Format (PDF). In addition, other initiatives may increase workload in FMS and non-Aegis support programs. Assistance from experts and specialists in TM formatting and editing, configuration management, TM processes, media distribution and archiving is required to address these challenges.

The objective of this effort is to obtain services that shall provide recommendations, and shall implement technical manual management decisions by civil service personnel. The results of this Statement of Work (SOW) are technical manual products that are delivered on schedule with technical accuracy verified, in compliance with Standard NAVSEA Integrated Publishing Process (SNIPP) as a result of the TM support services provided by the Contractor.

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2 APPLICABLE DOCUMENTS AND STATEMENTS

2.1 DOCUMENTS

2.1.1 SL720-AA-MAN-010, 020, 030 Navy Modernization Process Management Operations Manual (NMP-MOM).

2.1.2 NAVSEA Technical Specification 9090.310G, "Alterations to Ships Accomplished by Alteration installation Teams." This guidance shall apply to all shipboard alteration installations and modernization planning and execution carried out in accordance with all parts of this requirement that involve such work.

2.1.3 "NAVSEAINST 4160.3, Technical Manual Management Program (TMMP)". The most current version shall be provided to the Contractor by the technical code after award.

2.1.4 S0300-A7-AEG-010, 020, 030, 040, Aegis Style Guide for ETMs and TMs for USN. The most current version shall be provided to the Contractor by the technical code after award.

2.1.5 S0005-AA-GYD-070, Quality Assurance for NAVSEA TMs. The most current version shall be provided to the contractor by the technical code after award.

2.1.6 A35 Aegis Weapon System TM production Standard Operating Procedures and Processes. The most current versions shall be made available to Contractor by the technical code after award.

2.1.7 OPNAVAINST 5513.3 (series), Department of the Navy (DoN) Security Classification Guidance for Surface Warfare Programs (U). The most current version shall be provided to the contractor by the technical code after award.

2.1.8 Advanced Technical Information System (ATIS) Aegis Weapon System (AWS) Compatibility Testing. The most current version shall be provided to the Contractor by the technical code after award.

2.1.9 T0300-A7-AEG-010 Aegis Style Guide for Foreign Military Sales (FMS)

2.1.10 NAVSEAINST 5230.12, Release of Information to the Public. The most current version shall be provided to the contractor by the technical code after award.

2.1.11 Commander, Naval Sea Systems Command, Ser 04L/002, dtd 17 Feb 2010, "Use of S1000D Specification for Technical Manual Development and Management," and associated S1000D Business Rules. The most current version shall be provided to the Contractor by the technical code after award.

2.2 MANDATORY GUIDANCE

The above guidance is mandatory for work carried out under this procurement. Guidance in this paragraph is in addition to other mandatory guidance in this requirement. If revisions to these guidance documents are published during the period of performance of this requirement, including option periods, if exercised, the revised versions shall become mandatory guidance in lieu of the

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version cited above.

2.3 STATEMENTS

2.3.1 In accordance with SECNAV M-5510.30, the Navy Personnel Security Program Manual, Chapter 6, Section 6-6, Paragraph 2b and 2c, as well as Homeland Security Presidential Directive 12 (HSPD-12) and United States Office of Personnel Management Memorandum, Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 dated 31 July 2008, the Contractor shall ensure that all individuals performing work on behalf of the Government have a current, favorably adjudicated Background Investigation (BI) of the appropriate level. Individuals that require IT-I level access to sensitive DoD and DoN IT systems require a favorable adjudication of a Position of Trust Single Scope Background Investigation (PT/SSBI) and individuals that require IT-II level access require a favorable adjudication of a Position of Trust Tier 3 investigation (PT/T-3). Requests for position of trust background investigations must be submitted to OPM by the NSWC PHD Security Office. Point of contact is the Personnel Security Specialist, (805) 228-7196.

The Contractor shall prepare a monthly personnel roster of individuals performing work on behalf of the Government. The reporting period shall be within 30 calendar days after effective date of order. Subsequent reports shall be submitted monthly thereafter, not later than the 10th day of the reporting month. (CDRL A001)

3 REQUIREMENTS

3.1 GENERAL REQUIREMENTS

3.1.1 The identified tasks are to be performed and delivered in accordance with the requirements stated in each task, unless otherwise directed. Additionally, the Contractor shall provide the necessary timely assistance to meet program emergent requirements as requested by the Program manager. All required written documentation, reports, briefing materials, budgets, obligation/expenditure reports, and other materials as described below shall be submitted in the requested format, without spelling, grammatical, or calculation errors and in accordance with the directives listed in Section 2.0 Applicable Documents and Statements where appropriate.

3.1.2 The Contractor shall prepare a HAZMAT/HAZWASTE Report (CDRL A002).

3.1.3 The Contractor shall prepare an Emergency Action Plan Report (CDRL A003).

3.1.4 The Contractor shall prepare an Emergency Muster Report (CDRL A004).

3.1.5 The Contractor shall prepare an Incident/Accident report (CDRL A005).

3.1.6 The Contractor shall prepare a Funds and Man-Hour Expenditure Report (CDRL A006)

3.1.7 The Contractor shall prepare a Secret Clearance List (CDRL A007).

3.1.8 The Contractor shall prepare a Quarterly Training Report (CDRL A008).

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3.1.9 The Contractor shall prepare a Monthly Status (CDRL A009).

4 DETAIL REQUIREMENTS

4.1 TECHNICAL REVIEWS AND RECOMMENDATIONS

4.1.1 Scope: The Contractor shall support quality assurance reviews of IETM, ETM, TM, and DVD/CD-ROM material for adequacy of content and conformance to format standards. Contractor shall provide the review results and comments to respective A35 Technical Manual Managers (TMM) Point of Contact (POC) (CDRL A010).

4.1.2 The Contractor shall perform reviews of Extensible Markup Language (XML), and Standardized Generalized Markup Language (SGML) transition products, S1000D transition products, standards, guidance and direction, processes, and correspondence.

4.1.3 Contractor shall prepare review comments; recommended responses, draft standards, directions, processes, and recommendations for implementation of XML/SGML/S1000D TM development, review, and distribution at NSWC PHD and for the Aegis program (CDRL A010).

4.1.4 Contractor shall provide technical input regarding TM planning, review meetings, and provide comments designed to improve schedules, standards, and delivery of TM materials (CDRL A011).

4.1.5 Contractor shall provide written minutes of meetings (CDRL A011).

4.1.6 Contractor shall support technical input in development of TM Distance Support initiatives to develop and improve TM Distance Support guidelines, standards, and implementations. Contractor shall provide inputs and recommendations (CDRL A010).

4.1.7 Contractor shall support in development of Lean and other efficiency efforts affecting technical value of TM products, to include Value Engineering projects and shall identify systemic product change to improve TM product accuracy, usability and interoperability. Contractor shall provide comments and recommendations (CDRL A010).

4.2 PRODUCTION OF TECHNICAL MANUAL PRODUCTS

4.2.1 Contractor shall manage all production of IETMs, ETMs, and TMs for various baseline efforts and provide monthly status reports inclusive of all baseline events (CDRL A009).

4.2.2 Contractor shall also include any schedule changes, risks, and mitigation in the monthly report (CDRL A009).

4.2.3 Contractor shall process completed IETMs, ETMs, and TMs for reproduction, printing, distribution, and storage.

4.2.4 Contractor shall adhere to requirements Para 2.2, Mandatory Guidance.

4.2.5 Contractor shall provide TM products and ongoing status reports regarding these activities to respective TMM POCs (CDRL A009).

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4.2.6 Contractor shall identify reliability and efficiency improvements, implement approved reliability and efficiency improvements, update production system configuration records, and safeguard TM data on the system to ensure system operational availability. Contractor shall provide recommendations and ongoing status reports on these activities (CDRL A010).

4.2.7 Contractor shall provide support and recommendations in XML Repository Data Management, S1000D Repository Data Management, and related TM initiatives to develop and improve guidelines, standards, and implementations (CDRL A010).

4.2.8 Contractor shall provide assistant system administrative services required to support Navy Content@ technical manual production and content management system.

4.2.9 Contractor shall maintain the Technical Manual Managers Tracking System (TMMATS) management system application functionality and data.

4.2.10 Contractor shall perform data updates and functionality upgrades to support TM management, DVD/CD-ROM production, and program management efforts.

4.2.11 Contractor shall provide technical recommendations for upgrades, ongoing status reports and TMMATS outputs to TMM POCs (CDRL A010).

4.2.12 Contractor shall create new and revised in-house TMs (CDRL A012).

4.2.13 Contractor shall provide schedules, word processing, graphics editing, TM formatting, proofing, and quality assurance on all in-house developed technical manuals (ETMs and TMs) to ensure TMs are technically sufficient and compliant with style guides and prescribed standards (CDRL A013).

4.2.14 Contractor shall provide products and ongoing monthly status reports in an approved format, to respective TMM POCs (CDRL A009).

4.2.15 Contractor shall provide transition capabilities to convert non-Aegis XML/SGML /AIMSS 3.2/4.4 to SNIPP compliancy Aegis 2.0 XML/S1000D.

4.2.16 Contractor shall provide support in the implementation of Content@ and Aegis 2.0 XML/SGML, and Navy Data Type Definitions (DTDs) in compliance with Navy production and distribution via Navy Information Application Product Suite (NIAPS).

4.2.17 Contractor shall provide recommendations and products related to SGML, XML, and PDF production software applications and infrastructure (CDRL A010).

4.2.18 Contractor shall provide all software updates/licensing for contractor developer seats on NMCI and off-site production systems.

4.2.19 Contractor shall provide services that shall enable NSWC PHD to maintain technical competence and sustain expertise in TM development.

4.2.20 Contractor shall provide products and ongoing status reports regarding these activities (CDRL A009).

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4.2.21 Contractor shall participate in efforts to identify and implement TM and DVD/CD-ROM development, reproduction, and distribution process improvements for advanced copy DVD/CDs.

4.2.22 Contractor shall provide recommendations to improve efficiency and accuracy of processes and implement approved changes. Contractor shall provide comments and recommendations (CDRL A010).

4.2.23 Contractor shall provide software application updates by SNIPP, in compliance with DADMS and NMCI requirements for all production stations.

4.3 ELECTRONIC MEDIA AND HARDCOPY RECORDKEEPING

4.3.1 Contractor shall maintain data in the A35 TMMATS, distribution lists, security lists, and other digital and paper IETM, ETM, TM, and DVD/CD-ROM documentation status records and logs.

4.3.2 Contractor shall ensure current and accurate TM review, receipt, and distribution records are available for reference.

4.3.3 Contractor shall maintain the records, logs, and files at the NSWC PHD facility.

4.3.4 Contractor shall execute and record exchange of TM products to and from Original Equipment Manufacturers (OEMs) via Government approved Integrated Data Exchange (IDE).

4.3.5 Contractor shall maintain library and archives of IETMs, ETMs, TMs, and DVD/CD-ROMs for production efforts.

4.3.6 Contractor shall maintain systematic collection of all editable-format and distributed products to provide historical references, to support audits, and to support Fleet requests for replacement copies.

4.3.7 Contractor shall maintain the library, archives, and collections in the NSWC PHD facility.

4.3.8 Contractor shall respond to requests for status and distribution information from email, phone, ships, program office, technical codes, contractors, and other government activities.

4.3.9 Contractor shall prepare responses to provide accurate information regarding TM efforts (CDRL A010).

4.3.10 Contractor shall participate in initiatives to improve recordkeeping process and products.

4.3.11 Contractor shall provide recommendations to identify recordkeeping efficiency and accuracy improvements (CDRL A010).

4.3.12 Contractor shall implement approved changes and shall provide recommendations and implementation status reports (CDRL A010).

4.3.13 Contractor shall prepare Trip Reports (CDRL A014).

LOCATION	# TRIPS	#TRAVELERS	TRAVEL DAYS	WORK DAYS
Boston, MA days	█	█	██████	█
Mechanicsburg, PA	█	█	██████	██████
Wallops Island, VA	█	█	██████	██████
Morristown, NJ	█	█	██████	██████

5.0 GOVERNMENT FURNISHED PROPERTY

5.1 The Government may provide onsite NMCI seats under this Task Order. The Government will furnish one CD Duplication System, printer, CDs, printing ink, labels, CD covers, and maintenance kit for the CD duplication units. Contractor personnel working in Government buildings and occupying Government spaces may be granted use of Government Furnished Property (GFP) to the extent necessary to perform the requirements of this Task Order. No GFP shall become property of the Contractor. All GFP, except authorized consumable materials, shall be returned to the custody of the Government at the expiration of this procurement.

LIST OF ACRONYMS AND ABBREVIATIONS

AIMSS	Advanced Integrated Maintenance Support System
ATIS	Advanced Technical Information System AWS Aegis Weapon System
BMD	Ballistic Missile Defense
CD-ROM	Compact Disc – Read-Only Memory
CDRL	Contract Data Requirements List
COMSEC	Communications Security
COR	Contracting Officer’s Representative
DADMS	DoN Application and Database Management Systems
DoD	Department of Defense
DoN	Department of the Navy
DTD	Data Type Definition

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ETM	Electronic Technical Manual
FAR	Federal Acquisition Regulations
FMS	Foreign Military Sales
IDE	Integrated Data Environments
IETM	Interactive Electronic Technical Manual
ISEA	In-Service Engineering Agent
NIAPS	Navy Information/Application Product Suite
NAVSEA	Naval Sea Systems Command
NMCI	Navy Marine Corps Intranet
NSWC PHD	Naval Surface Warfare Center Port Hueneme Division
PDF	Portable Document Format
POC	Point of Contact
QA	Quality Assurance
SGML	Standard Generalized Markup Language
SNIPP	Standard NAVSEA Integrated Publishing Process
SOW	Statement of Work
TB	Technical Bulletin
TM	Technical Manual
TMMATS	Technical Manual Management Agent Tracking System
TMINS	Technical Manual Identification Numbering System
TMM	Technical Manual Managers
VLS	Vertical Launching System
XML	Extensible Markup Language

**HQ C-1-0001 ITEM(S) 7002, 7102, 7202, 7302, 7402 - DATA REQUIREMENTS
(NAVSEA)(SEP 1992)**

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

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

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

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

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

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

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

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

(End of Text)

HQ C-2-0003 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (MAR 2011)

(a) In compliance with the comparability requirement of 10 U.S.C. 7314, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is

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permissive, not mandatory.

(b) Pursuant to the clause of this contract entitled "GOVERNMENT SUPPLY SOURCES" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered and/or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipment, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This job order has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property; the Contractor shall provide all necessary materials, equipment and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of Contractor furnished material; therefore materials, equipment, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be Contractor furnished material. The Government makes no representation as to the availability of materials, equipment, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

(End of Text)

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No. N00024-17-R-3095.

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

(End of Text)

HQ C-2-0015 DATE/TIME PROCESSING REQUIREMENT--INFORMATION

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TECHNOLOGY (NAVSEA) (SEP 2009)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available for one hundred eighty (240) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder).

(End of Text)

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

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the

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Government has provided or will provide to the Contractor except for

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

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

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

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

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

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

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

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

(End of Text)

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

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

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

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interest(s) as defined in paragraph (a).

(c) (1) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any Subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime Contractor or as a Subcontractor, or as a consultant to a prime Contractor or Subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any competition 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

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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.

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

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

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

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

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

(End of Text)

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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 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.

(End of Text)

52.237-9001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (eCMRA) REPORTING (JAN 2015)

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The contractor shall ensure ALL contractor labor hours including subcontractor, at all levels/tiers, labor hours required for the performance of services provided under this contract are reported via a secure data collection site.

The contractor and all subcontractors, at all levels/tiers, providing direct labor under this contract shall report complete and accurate data for the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 to September 30. The Contractor shall input the data into the appropriate eCMRA reporting tool, which can be accessed via a secure web site at <http://www.ecmra.mil/>. There are four separate eCMRA tools: Army, Air Force, Navy and All Other Defense Components. The appropriate eCMRA reporting tool to use is determined by the requiring activity being supported (e.g., if DISA awards a contract for an Air Force requiring activity, the contractor shall load the required reporting data in the "Department of Air Force CMRA" tool). While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The contractor shall completely fill in all required data fields. The contractor shall enter initial data into the appropriate eCMRA tool to establish the basic contract record no later than 15 working days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the COR when the basic contract record has been established in the appropriate eCMRA tool.

eCMRA User Manuals and Frequently Asked Questions (FAQs) are available at <http://www.ecmra.mil/>

Contractors may direct technical questions to the eCMRA help desk at usaf.pentagon.saf-aq.mbx.cmra-help-desk-dod@mail.mil

(End of clause)

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SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with the Section D of the SeaPort-e Multiple Award Contract.

HQ D-1-0001 PACKAGING OF DATA (Applicable to CLINs 7002, 7102, 7202, 7302, and 7402)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

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

(End of Text)

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

The following identifying marks shall appear on the outside of each box, parcel and/or crate and all shipping papers included in each shipment:

a. NAVY FMS CASE

REQUISITION NO.

ITEM DESCRIPTION

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

- b. The inscription "UNITED STATES OF AMERICA" shall be affixed in a suitable size indelible stencil, label or printed form on all external shipping containers or the exterior surface of uncrated items.
- c. All invoices, correspondence, reports and other documents shall be identified with the appropriate FMS case designator, requisition number(s), and item description(s).

(End of Text)

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

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

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

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

The above clause is to be completed as specified in the CDRL.

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

(End of Text)

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SECTION E INSPECTION AND ACCEPTANCE

Clauses in Section E of the SeaPort-e Multiple Award IDIQ Contract are applicable to this Solicitation/Contract.

CLAUSES INCORPORATED BY FULL TEXT

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

Item(s) 7002, 7102, 7202, 7302, 7402 - Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)

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

Item(s) 7000-7001, 7100-7101, 7200-7201, 7300-7301, 7400-7401 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/28/2017 - 8/27/2018
7001	8/28/2017 - 8/27/2018
9000	8/28/2017 - 8/27/2018
9001	8/28/2017 - 8/27/2018

CLIN - DELIVERIES OR PERFORMANCE

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

7000	8/28/2017 - 8/27/2018
7001	8/28/2017 - 8/27/2018
9000	8/28/2017 - 8/27/2018
9001	8/28/2017 - 8/27/2018

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

7100	8/28/2018 - 8/27/2019
7101	8/28/2018 - 8/27/2019
7200	8/28/2019 - 8/27/2020
7201	8/28/2019 - 8/27/2020
7300	8/28/2020 - 8/27/2021
7301	8/28/2020 - 8/27/2021
7400	8/28/2021 - 8/27/2022
7401	8/28/2021 - 8/27/2022
9100	8/28/2018 - 8/27/2019
9101	8/28/2018 - 8/27/2019
9200	8/28/2019 - 8/27/2020
9201	8/28/2019 - 8/27/2020
9300	8/28/2020 - 8/27/2021
9301	8/28/2020 - 8/27/2021
9400	8/28/2021 - 8/27/2022
9401	8/28/2021 - 8/27/2022

Services to be performed hereunder will be provided at NSWC PHD.

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

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

(End of Text)

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SECTION G CONTRACT ADMINISTRATION DATA

SYSTEM FOR AWARD MANAGEMENT (SAM)

The Contractor must be registered in SAM in order to be eligible for award. The Contractor must maintain registration throughout the ordering period. Payment will not be made to the contractor if the Contractor's registration lapse.

8(a) TASK ORDER/TASK ORDER MODIFICATION DISTRIBUTION

In accordance with the Memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration (SBA), the successful Offeror shall provide their cognizant SBA district office with a copy of the executed Task Order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

CLAUSES INCORPORATED BY REFERENCE

252-204-7006 Billing Instructions (OCT 2005)

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

CLAUSES INCORPORATED IN FULL TEXT

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

(End of Text)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S REPRESENTATIVE NSWC PHD

ATTN: KATRINA DESSERICH

4363 MISSILE WAY

PORT HUENEME, CA 93043-4367

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

(End of Text)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

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PURCHASING OFFICE REPRESENTATIVE:

ATTN: MICHAEL KAHYAI

CONTRACT SPECIALIST

PORT HUENEME DIVISION

NAVAL SURFACE WARFARE CENTER

4363 MISSILE WAY

PORT HUENEME, CA 93043-4367

TEL: (805)509-1113

FAX NO. (805)228-6299

EMAIL: michael.kahyai@navy.mil

ATTN: MARILUZ CHAN-ENDRES

CONTRACTING OFFICER

PORT HUENEME DIVISION

NAVAL SURFACE WARFARE CENTER

4363 MISSILE WAY

PORT HUENEME, CA 93043-4367

EMAIL: mariluz.chan-endres@navy.mil

(End of Text)

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

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

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invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

(End of Text)

PAYMENT INSTRUCTIONS (PGI 204.7108(d)(1))

252.204-0001 Line Item Specific: Single Funding (SEP 2009)

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

252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013)

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

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

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

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

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

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

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

Cost Voucher

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 maybe used instead.)

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

N/A

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

Routing Data Table*

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

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LLA :

[REDACTED]

APPN: FMS
FMS CASE: KS-P-GQC

[REDACTED] [REDACTED] [REDACTED]

LLA :

[REDACTED]

FUNDING DOC: [REDACTED]
APPN: FMS
FMS CASE: AT-P-GSU

[REDACTED] [REDACTED] [REDACTED]

LLA :

[REDACTED]

FUNDING DOC: [REDACTED]
APPN: FMS
FMS CASE: JA-P-FSV

[REDACTED] [REDACTED] [REDACTED]

LLA :

[REDACTED]

FUNDING DOC: [REDACTED]
APPN: FMS
FMS CASE: JA-P-FSV

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

1.00 SPECIAL REQUIREMENTS

1.10 Safety and Environmental Protection

1.11 Safety

1.11a Contractor personnel shall comply with all applicable Department of Defense (DoD), Department of Navy (DoN), Occupational Safety and Health Administration (OSHA), NAVSEA, Naval Base Ventura County (NBVC), local installation and PHD NSWC safety instructions, policies, procedures and guidance while on Government property at PHD NSWC, 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 Contracting Officer's Representative (COR) in any case where ambiguity or confusion may arise.

1.11b Contractor personnel shall immediately report all unsafe working conditions to a responsible Government employee.

1.11c The Contractor shall immediately notify the COR of any serious Contractor personnel injuries or deaths sustained in the performance of this requirement. Minor injuries not requiring immediate medical attention shall be reported to the COR by the following business day. Notification shall be made by any practical, reliable means available to the Contractor. If the COR is not available, the Contractor shall notify the Contracting Officer instead and inform the COR as soon as is possible. The Contractor shall cooperate with all official investigations of injuries and deaths. However, nothing in this paragraph shall be so interpreted as to deprive any person of due process or other civil rights.

1.12 Environmental Protection and Compliance

1.12a The Contractor shall comply with all applicable Federal, State, and local laws and DoD, DoN, NAVSEA, NBVC, and PHD NSWC instructions, policies, procedures and guidance pertaining to the procurement, handling, storage, transfer, use and disposal of hazardous material (HAZMAT) and Hazardous Waste (HAZWASTE).

1.12b If handling of HAZMAT and HAZWASTE is required for the completion of the work in this requirement, the Contractor shall contact the PHD NSWC or Department HAZMAT Coordinator not less than 1 week prior to commencing such work to ensure compliance with the latest procedures; including those for handling potential spills and maintaining appropriate Material Safety Data Sheets.

1.12c No HAZMAT and HAZWASTE shall be brought onto Government-owned and -leased property unless such material is necessary for the completion of this requirement, is accompanied by a current MSDS, and is handled by properly trained and certified personnel, as applicable.

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1.12d For all work involving HAZMAT and HAZWASTE to be performed on property owned or leased by the Government, the Contractor shall provide the following:

1.12d(1) A list of HAZMAT items to be used, the estimated quantity of each, and their Volatile Organic Component (VOC) rating (as applicable), to be provided to the COR and Government HAZMAT Coordinator not less than 3 weeks prior to commencing work. List shall be provided via e-mail and the e-mail shall also include the requirements of paragraph 1.12g.

1.12d(2) A detailed plan for the proper disposal of all HAZWASTE generated during the performance of the work, to be provided to the COR not less than 1 week prior to commencing work.

1.12d(3) A detailed description of the engineering and supervisory controls to be used to minimize both human and environmental exposure to HAZMAT and HAZWASTE, to include a Storm Water Pollution Prevention Plan, to be provided to the COR not less than 1 week prior to the start of work.

1.12d(4) A verification that spill kits will be on site, to be provided to the COR not less than 1 week prior to the start off work.

1.12d(5) A list of employees who will be on site working with HAZMAT

and HAZWASTE and their training record that qualifies them to perform and supervise this work, to be provided to the COR not less than 1 week prior to the start of work.

1.12e Not less than 1 week prior to starting work involving HAZMAT, the Contractor shall verify to the COR that all the HAZMAT and their MSDSs are accounted for and properly stowed. If the Contractor does not have possession of the necessary HAZMAT one week prior to the start of work involving HAZMAT, or if an emergent requirement for HAZMAT is identified during the conduct of any tasking in this SOW, the contractor may not purchase and bring onto Government-owned and leased property such necessary HAZMAT without first notifying the Contracting Officer and the COR and receiving written concurrence. Notification may be made by e-mail and must include all pertinent facts relative to the HAZMAT, its purchase and handling, and its MSDSs.

1.12f All HAZWASTE generated by the Contractor during the performance of this requirement shall be the responsibility of the contractor to dispose of in accordance with applicable Federal, State and local laws, regulations and instructions.

1.12g The Contractor shall identify to the COR not less than 3 weeks prior to the start of work involving HAZMAT and HAZWASTE a qualified HAZMAT Coordinator who will monitor Contractor storage, transfer, handling, use and disposal of HAZMAT and HAZWASTE on Government-owned and leased property. The Contractor shall request clarification of HAZMAT and HAZWASTE procedures and guidance from the Government HAZMAT Coordinator in any case where ambiguity or confusion may arise.

1.12h The Contractor shall identify to the COR when any work under this requirement is

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determined or discovered to impact the protection of endangered plant or animal species, environmentally-sensitive areas, or historically or culturally significant areas or artifacts prior to commencing such work. Notification shall be provided via e-mail.

1.20 Contractor Facility

1.21 The successful execution of this effort requires frequent interface with the personnel of the Air Dominance Department. Therefore, the Contractor shall have established within 30 calendar days of task order award, and maintain for the duration of the Task Order, an office within Ventura County.

1.22 The successful execution of this effort requires frequent interface with the personnel of the Air Dominance Department. Approximately 80% of this effort will be performed at Contractor's facility (off-site), and the remaining 20% shall be performed onsite. The off-site personnel will be required to participate in frequent short term meetings that will be held at the Government facility.

1.30 Hours of Operation and Location of Work

1.31 The standard hours of operation for the Port Hueneme site and for other sites at which this requirement normally will be performed are shown in paragraph (1.31a) below.

1.31a The standard hours of operation for PHD NSWC Port Hueneme site personnel 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.

1.31b The standard DCC hours of operation shall be 0800 to 1700, Monday through Friday on normal Government work days and must be staffed by the Contractor during these hours except for lunch times, brief breaks, and time required to carry out DCC-related functions outside the DCC itself, during which times the DCC shall be properly secured with appropriate signage posted to indicate when it will be reopened. Daily work hours may be adjusted with concurrence from the COR.

1.32 Contractors Working at Government Facilities

1.32a 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.

1.32b 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 to 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.

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1.32c Contractors requiring routine or repeated access to Naval Base Ventura County (NBVC) under this procurement may participate in the RAPID Gate 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 RAPID Gate program. The provisions of paragraph (4.23) below apply with respect to issuing CACs.

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

1.34 Extraordinary Leave Days and Excused Leave for Government Personnel

1.34a If an extraordinary day off, wherein Federal employees are excused from work with pay on what would be a normal work day without charge to leave, is granted to Federal employees by the direction of the President or an agency head, such as has occurred periodically on what would have been normal work days adjacent to major Federal holidays or on the occasion of Presidential funerals or national days of mourning, the Contractor shall continue to provide contracted services in accordance with the requirement until and unless necessary access to Government buildings, ships, sites and other facilities is precluded due to absence of Government personnel.

1.34b 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.

1.34c If the use of alternative facilities will raise the costs of performing the requirement beyond the prices contracted with the Government under this requirement, the Contractor shall first notify the Contracting Officer and request authorization to proceed. The Contractor is not authorized to purchase or rent alternative facilities to accommodate extraordinary leave without such advance authorization from the Contracting Officer.

1.34d If administrative leave is granted to Government personnel at or near the end of normal work days adjacent to Federal holidays, weekends, other special days, or as part of special events or observances, the provisions of paragraphs (1.34a) through (1.34c) above shall apply to contractors. Administrative leave is normally granted to Government personnel in the form of 59 minutes of excused absence from the work place per instance.

1.34e 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

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typically occurs two to three times per year.

1.35 Location of Work. The Government shall provide the Contractor workspace for performance of the task at PHD NSWC, 4363 Missile Way, Port Hueneme, California, in Buildings 1387 and 452. With the exception of the Program Manager, Contractor personnel shall work at the Government site except under such emergency conditions as referred to in paragraph (1.40) below. The remainder of the work shall be performed at the contractor facility and at the travel destinations identified in the SOW.

1.36 Government Facilities Access. The Government shall provide access to facilities located at PHD NSWC, 4363 Missile Way, Port Hueneme, CA, for use by the contractor in the performance of this procurement.

1.40 Emergency Operations

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

1.42 When contractor personnel cannot access Government facilities for reasons described in paragraph (1.41) 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.

1.42a If the use of alternative facilities will raise the costs of performing the requirement beyond the prices already contracted with the Government, the Contractor shall first notify the Contracting Officer and request authorization to proceed. The Contractor is not authorized to purchase or rent alternative facilities for emergency operations without such advance authorization from the Contracting Officer.

1.42b If the use of alternative facilities is not possible for safety, security, technical and cost reasons, the Contractor or subcontractors may at their discretion grant paid or unpaid leave to its affected employees in accordance with their company policies and any collective bargaining agreement (CBA) that may apply. Whether contract payments will be made for time not worked will depend upon the terms and conditions of this contract, including the pricing mechanisms contained within the contract.

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1.43 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.

1.43a Privacy Act Statement: The information gathered shall be used by the Government exclusively for the purposes shown in paragraphs [1.43a(1)] through [1.43a(3)] 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.

1.43a(1) Cooperation with emergency personnel in rescue and recovery efforts.

1.43a(2) Determining whether personnel with security clearances and access to classified information are missing, particularly if missing overseas.

1.43a(3) Managing impacts to Government mission areas relative to the tasking in the requirement.

1.43c NMCARS 5237.102-90 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA). The Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

1.50 Points of Contact, Maps and Facility Drawings.

1.51 Points of Contact. See Section G.

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

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

1.70 Prioritization

1.71 Monthly meetings will be held between the COR and the Contractor to prioritize the technical requirements of SOW, review progress, and track billing and invoices.

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1.80 Provision of Support in Foreign Jurisdictions

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

1.82 Status of Forces Considerations. When providing support under this SOW within foreign national jurisdictions, whether for FMS or USN tasking, the Contractor shall comply with the requirements of paragraphs (1.82a) through (1.82d) below.

1.82a Definitions. Paragraphs [1.82a(1)] through [1.82a(3)] provide definitions of terms for use only in meeting this requirement and shall have no bearing on the interpretation of these terms outside of this requirement.

1.82a(1) For the purposes of paragraphs (1.82b) through (1.82d) below, the phrase “immediate United States jurisdiction” shall be understood to refer to the territory of the United States and its possessions; the ships, submarines, vessels and aircraft of the United States Government; the embassies, consulates and other diplomatic missions of the United States; and any other territory, edifice or conveyance over which the United States exercises national sovereignty.

1.82a(2) For the purposes of paragraphs (1.82b) through (1.82d) below, the phrase “foreign national jurisdiction” shall be understood to refer to the territory of a foreign sovereign nation and its possessions; the ships, submarines, vessels and aircraft of such nation; the embassies, consulates and other diplomatic missions of such nation; and any other territory, edifice or conveyance over which such nation exercises national sovereignty, with the exception of foreign Government ships in United States territorial seas and internal waters and foreign Government aircraft in United States air space.

1.82a(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.

1.82b The Contractor shall ensure that all support provided at any location outside immediate United States jurisdiction, whether ashore in a foreign country or territory, afloat in a foreign vessel, airborne in a foreign aircraft, or otherwise under foreign national jurisdiction, shall comport with the contents of the Status of Forces Agreement (SOFA) applicable to that country or countries. The contractor shall brief its personnel providing such support on the pertinent contents of the applicable SOFA(s) prior to their departure for the foreign jurisdiction(s).

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1.82c Where support under this SOW is provided in a foreign national jurisdiction wherein no SOFA is in force, the contractor shall brief its personnel on that fact prior to their departure for that foreign jurisdiction. The Contractor shall report the lack of a SOFA to the COR prior to the departure of such personnel for the foreign jurisdiction(s). Contractor personnel shall attend applicable SOFA indoctrination training at host facilities if available.

1.82d 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:

1.82d(1) Name(s) of the Contractor personnel involved.

1.82d(2) Name(s) of US Government personnel involved, if any.

1.82d(3) Whether foreign national were involved and their names and nationalities, if known.

1.82d(4) Whether US or foreign law enforcement personnel were involved.

1.82d(5) Whether US citizens or foreign nationals were injured or killed.

1.82d(6) Whether US diplomatic missions or personnel were notified of the incident, and by whom.

1.82d(7) Whether any local US military command was notified of the incident and by whom.

1.82d(8) Whether the Contractor personnel remain in the foreign jurisdiction or have traveled elsewhere.

1.82d(9) Brief description of incident to include date(s), time(s) and location(s), as applicable.

1.82d(10) What action, if any, the Contractor has taken to dispose of the incident.

1.82e These reports are for information only and nothing in the (1.82) 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

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Officer

1.82f 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.

1.90 Government Furnished Property and Government Furnished Information

1.91 Scope. Contractor personnel working in Government buildings and occupying Government spaces will be granted use of Government Furnished Property (GFP) to the extent necessary to perform the requirements of this procurement as defined in paragraphs (1.92) through (1.94) below. Access to Government Furnished Information (GFI) is governed by the provisions of paragraph (4.00) below and of the *Department of Defense Contract Security Classification Specification*, DD Form 254, attached to this requirement.

1.92 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.

1.93 The following GFI will be provided to directly support SOW tasking:

- a. Two (2) Rimage 5400N CD Label Printer/Duplicator
- b. One (1) Ethernet Switch
- c. One (1) Monitor
- d. One (1) Keyboard

1.93a Technical Manual GFI. NAVSEAINST 4160.3B, Technical Manual Management Program (TMMP).

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

1.95 Damage to and Loss of GFE

1.95a Damage to GFE. Damage to GFE resulting from intentional or negligent misuse by contractor personnel is the responsibility of the Contractor for repair or replacement at the discretion of the Government. Liability for damaged GFE will be limited to the replacement

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costs, including shipping and handling. Damage to GFE during use by contractor personnel that results from normal usage, pre-existing condition or anomalies is the responsibility of the Government.

1.95b Loss of GFE. Loss of GFE where theft is neither known nor suspected is the responsibility of the contractor for replacement at the discretion of the Government. Liability for damaged GFE will be limited to the replacement costs, including shipping and handling.

1.95c Theft of GFE

1.95c(1) Loss of GFE 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.

1.95c(2) Where loss of the GFE through known and suspected theft has resulted from the negligence of the Contractor, such as being due to improper storage, transportation and security procedures, the loss is the responsibility of the Contractor for replacement at the discretion of the Government.

1.95c(3) Where loss of the GFE through known and suspected theft has not resulted from the negligence of the Contractor, the loss is the responsibility of the Government.

1.96 All GFI shall be returned to the custody of the Government at the expiration of this procurement unless otherwise directed by the Department of Defense Contract Security Classification Specification, DD Form 254, attached to this procurement. No unauthorized copies of GFI shall be made by the Contractor.

2.00 MANDATORY GUIDANCE

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

2.10a NAVSEA Technical Specification 9090.310(Series), "Alterations to Ships Accomplished by Alteration Installation Teams." This guidance shall apply to all shipboard alteration installations and modernization planning and execution carried out in accordance with any and all parts of this requirement that involve such work.

2.10b Director of Central Intelligence Directive (DCID) 1/7, "Security Controls on the Dissemination of Intelligence Information," Section 6.0 to 15.0, pp. 4-11

2.10c DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)

2.10d MK 41 Vertical Launching System Standing Instruction 86-2C "U.S. Navy MK 41 Vertical Launching System Personnel Certification Program".

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3.00 GENERAL DELIVERABLES

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

3.10a Monthly Status Reports (I). Report shall include technical accomplishments and expenditures (labor hours, travel, and material) and a list of personnel working the task order by paragraph. The Contractor shall monitor all expenditures and provide to the COR on a monthly basis the spending plan and execution status from start of the Task Order through the end of the Task Order to the task order. Provide a chart showing the current financial expenditures, the projected expenditures through the remainder of the period of performance, the funded level, and the ceiling of the Task Order. The report shall be provided to the COR via electronic medium such as e-mail and in hard copy format.

3.10b Monthly Status Reports (II). New technical and financial data updates due the 10th of each month.

3.10c On-Site Reports.

3.10d(1) Monthly On-Site Personnel Gain-Loss Report of Contractor personnel assigned to desks, work stations and seats in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building), telephone number and Air Dominance Department branch-level organizational code supported. Due to the COR the 10th of each month.

3.10d(2) The Contractor shall ensure that their personnel comply with all applicable Security requirements pertaining to access to local Navy Installations and NSWC PHD, to include proper check-in and check-out procedures of all contractor personnel. The Contractor is responsible for ensuring the return of any base passes, identification cards, and Common Access Cards (CACs) issued their employees to NFLEC Security upon contractor employee separation or the termination of this SeaPort-e Task Order; report of the return of the CAC to Security shall be made in writing to the COR no later than two business days after the separation of the Contractor employee or termination of this contract or SeaPort-e Task Order. This report may be made by electronic mail.

3.10e Emergency Muster Reports. See paragraph (1.42).

4.00 SECURITY

4.01 Contents. The (4.00) series paragraphs are organized as shown below.

Paragraph (4.01) – Contents

Paragraph (4.10) – Security Requirements Specification

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Paragraph (4.15) – Security Clearances

Paragraph (4.20) – General Security Procedures

Paragraph (4.30) – Information Protection

Paragraph (4.40) – Emergency Action Plans (EAPs)

Paragraph (4.50) – Training Requirements

4.10 Security Requirements Specification

4.10a This procurement **does not** require access to **communications security (COMSEC) equipment**.

4.10b This procurement **does** require access to **intelligence information (INTEL)**.

4.10c This procurement **does not** require access to **Sensitive Compartmented Information (SCI)**.

4.10d This procurement **does** require access to the **Secure Internet Protocol Router Network (SIPRNET)**.

4.10e This procurement **does not** require access to **Operations Security (OPSEC) Sensitive Information**.

4.10f This procurement **does** require access to **Foreign Government Information (FGI)**.

4.15 Security Clearances.

4.15a Contractor personnel shall obtain and maintain at a minimum a security clearance level of SECRET to work on this requirement. Clearances shall be maintained for the duration of this procurement.

4.15b A list of personnel and their security clearances on file shall be delivered to the COR no later than 20 business days following award and shall be updated with the monthly personnel listing deliverable.

4.20 General Security Procedures

4.21 Contractor personnel shall comply with all DoD, DoN, NAVSEA, NBVC, NSWC, local Navy installation and PHD NSWC security instructions, policies, procedures and guidance as they apply to the Contractor both on and off Government property at PHD NSWC, 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 PHD NSWC. The provisions of paragraph (4.25) below apply to check-out procedures.

4.22 Classified materials shall be handled in accordance with applicable security guides. In no case shall classified data and material be allowed to enter a foreign postal system.

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4.23 Common Access Cards (CACs)

4.23a CAC issuance is at the discretion of the Government. The Government reserves the right to change the criteria for CAC issuance at any time without notification to the contractor. The Contractor is responsible for ensuring the return of all CACs issued their employees to Naval Base Ventura County Security upon contractor employee separation, the expiration of this procurement and the termination of this procurement as required in Paragraph (4.25) below.

4.23b 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:

4.23b(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. Note that CACs will not be issued to contractor personnel merely to allow convenient access to NBVC as an alternative to securing daily base passes or participating in the RAPIDGate program.

4.23b(2) The individual requires both physical access to a DoD facility and access, via logon, to a DoD network. Access to a DoD network must require the use of a computer with a Government-controlled configuration located in a DoD facility or use of a DoD approved remote access procedure.

4.23b(3) The individual requires remote access to DoD networks that use only the CAC logon for user authentication.

4.23c The Contractor is responsible for ensuring its personnel meet all Government requirements for CAC issuance, including possession of an appropriate final security clearance.

4.24 Government Facilities. The provisions of paragraph (1.32) above apply to contractor personnel working at Government facilities.

4.25 Rescission of Access to Government Facilities

4.25a Access to Government facilities is at the discretion of the Government. The Government reserves the right to rescind access by contractor personnel to Government facilities at any and all times and without presenting reason.

4.25b In each instance when Contractor employees depart Naval Base Ventura County at the end of their employment with the company or firm, at the end of the Period of Performance (PoP) of this procurement, upon their transfer to another procurement, and upon being denied access to Government facilities for whatever reason, the Contractor shall ensure the prompt return to the Government of all of the following materials in the possession of that employee:

4.25b(1) Government-owned keys to desks, offices, etc.

4.25b(2) Common Access Cards (CACs), except for CACs issued to retired military personnel and retired civil servants on that basis

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4.25b(3) Base Passes, except for passes issued to retired military personnel and retired civil servants on that basis

4.25b(4) Base stickers for the employee's vehicles, except for stickers issued to retired military personnel and retired civil servants on that basis

4.25b(5) GFE and GFI, with special attention to IT equipment, CI, and CPI

4.25b(6) Courier pass, if issued to the departing employee

4.25c In executing the provisions of Paragraph (4.24b) above, the Contractor may collect the materials listed in that paragraph and return them to the custody of an appropriate Government employee or direct the Contractor employee to surrender these items at the Naval Base Ventura County Security Office, whichever is appropriate to the circumstances. In all cases the contractor shall follow current Naval Base Ventura County and PHD NSWC Security instructions appropriate to the circumstances.

4.26 Emergency Operations. The provisions of Paragraph (1.40) above apply to emergency operations under conditions of heightened security and Anti-Terrorism Force Protection posture.

4.27 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.

4.30 Information Protection

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

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

4.40 Emergency Action Plans (EAPs)

4.41 Contractors storing classified documentation and classified equipment at their facilities in accordance with tasking in this requirement shall develop and maintain an Emergency Action Plan (EAP) as required by the Defense Security Service (DSS). The EAP shall adequately address the actions to be taken to protect said materials from loss and compromise in the event of natural disaster, civil unrest, enemy action, terrorist attack, criminal activity, and any other natural or man-made event that threatens the security of classified materials located at the Contractor's facility.

4.42 When a natural or man-made event raises the possibility of compromise of said classified materials at the Contractor facility, the contractor shall execute their EAP and immediately notify the COR of the actions being taken. The notification may be by telephone, e-mail or in person, taking care not to transmit classified information in a non-secure manner. If the COR is not available, notification shall be made to the Contracting Officer. If the nature of the emergency precludes immediate notification, the Contractor shall make such notification as soon as possible after executing the EAP.

4.43 The Contractor shall provide a review copy of their EAP to the COR within 15 calendar days after receipt of order. The Government reserves the right to require revisions to the EAP to ensure alignment with Government requirements.

4.50 Training Requirements

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

4.52 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.

4.52a Basic Training Specified of All Requirements

TRAINING	FREQUENCY
OPSEC	Once per fiscal year
Information Awareness	Once per calendar year

4.52b Specialized Training Required for this Requirement

TRAINING	FREQUENCY
Anti-Terrorist Force Protection	Once per calendar year
Courier	Once per calendar year
FCI	Once per calendar year

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4.52c The training requirements specified above shall apply once to each contractor employee per course per period (“FREQUENCY”) regardless of the number of PHD NSWC procurements to which the individual contractor employee is assigned. Completion of each training requirement for one PHD NSWC procurement shall meet the training requirements for all PHD NSWC procurements within the period specified (“FREQUENCY”).

4.53 The Contractor shall maintain a list of personnel who have completed the training specified above. This list shall be submitted with a letter certifying that the list is current, complete, and accurate as of the date of submission. The list and certification shall be submitted to the COR with a copy to the Contracting Officer, within 5 days after receipt of order and quarterly thereafter. When there are any changes to Contractor’s personnel and when it is specifically requested by the COR or Contracting Officer, the list and certification shall be provided within 5 days from the date of the request. Contractor personnel working on two or more PHD NSWC procurements need complete this training only once per stated period and it shall be applicable to all current PHD NSWC procurements. However, completion of such training shall be certified individually for each PHD NSWC procurement with this training requirement.

WAGE DETERMINATION- The Department of Labor wage determination for Ventura County, California is provided as Attachment 9 to the solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your direct labor cost proposal.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(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: [REDACTED]

[REDACTED] Total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor’s proposal as having hours included in the proposed level of effort.

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

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

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

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \left(\frac{\text{Required LOE} - \text{Expended LOE}}{\text{Required LOE}} \right)$$

Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) 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

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total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any. 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 under-run;
 - (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and
 - (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.
- (j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.
- (k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Text)

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(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.

(End of Text)

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ESTIMATED ITEM(S) (CLINs 7000-7402 & 9000-9401)

CLIN	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
7000	[REDACTED]	[REDACTED]	[REDACTED]
7001	[REDACTED]	[REDACTED]	[REDACTED]

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

c. CLINs/SLINs 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.

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

(End of Text)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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

(End of Text)

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SECTION I CONTRACT CLAUSES

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE ONLY

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)

52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010)

52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)

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

52.219-8 Utilization of Small Business Concerns (OCT 2014)

52.219-14 Limitations on Subcontracting (NOV 2011)

52.222-19 Child Labor-Cooperation with Authorities and Remedies (FEB 2016)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-41 Service Contract Labor Standards (May 2014)

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -Price Adjustment (Multiple Year and Option Contracts) (May 2014)

52.222-49 Service Contract Labor Standards -- Place of Performance Unknown (May 2014)

52.222-50 Combating Trafficking in Persons (MAR2015)

52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015)

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

52.223-5 Pollution Prevention and Right to Know Information (May 2011)

52.223-10 Waste Reduction Program (May 2011)

52.223-19 Compliance with Environmental Management Systems (MAY 2011)

52.232-22 Limitation of Funds (APR 1984)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.237-3 Continuity of Services (JAN 1991)

52.244-2 Subcontracts (Oct 2010)

252.201-7000 Contracting Officer's Representative (DEC 1991)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

52.203-7004 Display of Hotline Posters (OCT 2015)

252.204-7002 Payment for Subline Items Not Separately Priced (DEC 1991)

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (DEC 2015)

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (DEC 2015)

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support Contractor (MAY 2016)

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252.215-7002 Cost Estimating System Requirements (DEC 2012)

252.215-7008 Only One Offer (OCT 2013)

252.223-7004 Drug Free Work Force (Sep 1988)

252.223-7006 Prohibition on Storage and Disposal Toxic and Hazardous Materials (SEP 2014)

252.227-7013 Rights In Technical Data--Noncommercial Items. (Feb 2014)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 – Option to Extend the Term of the Contract. (MAR 2000) (NAVSEA VARIATION)(APR 2015)

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

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
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CLIN 7100/7101/7102	No later than 12 months after the TO award date.
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CLIN 7200/7201/7202	No later than 24 months after the TO award date.
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CLIN 7300/7301/7302	No later than 36 months after the TO award date.
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CLIN 7400/7401/7402	No later than 48 months after the TO award date.
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CLIN 9100/9101	No later than 12 months after the TO award date.
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CLIN 9200/9201	No later than 24 months after the TO award date.
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CLIN 9300/9301	No later than 36 months after the TO award date.
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CLIN 9400/9401	No later than 48 months after the TO award date.
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(b) If the government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause shall not exceed five 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.

(End of Clause)

52.219-17 Section 8(A) Award (Dec 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

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- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 USC. 637(a)).
- (2) Except for novation agreements and advance payments, delegates to the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the NSWC PHD Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the “Disputes” clause of the subcontract.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.
- (c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NSWC PHD.

(End of clause)

52.219-18 Notification of Competition Limited To Eligible 8(A) Concerns (June 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA’s 8(a) Program and which meet the following criteria at the time of submission of offer —

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation

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criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The * [insert name of SBA's contractor] will notify the NSWC PHD Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

Incompliance 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
Administrative Assistant (GS-5/GS-7)	██████████
Word Processor II (GS-7)	██████████
Technical Writer II (GS-9)	██████████

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment_2_Cost_Summary_Format

Attachment_3_DCAA_Rate_Check_Form

Attachment_4_Past_Performance

Attachment_5_QASP

Attachment_6_DD254

Attachment_8_Staffing_Plan_With_Cost

Exhibit_B_DIDS

Exhibit_A_CDRLS

N00024-17-R-3095_Attachment_7_Staffing_Plan_No_Cost

Attachment_9_Wage_Determination_30_DEC_2016

Attachment_1_Supporting_Cost_Data_Revised