

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-11-D-6417		2. DELIVERY ORDER NO. N0017819F3007		3. EFFECTIVE DATE 2019 Feb 01		4. PURCH REQUEST NO. TBD		5. PRIORITY DO-A3	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 Sean T McGovern/N00178 540-653-2812		CODE N00178		7. ADMINISTERED BY DCMA HAMPTON 2128 Pershing Avenue Fort Eustis VA 23604		CODE S5111A SCD: C		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR Advanced Integrated Technologies, LLC 2427 Ingleside Rd. Norfolk VA 23513		CODE ST2H5		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
14. SHIP TO See Section D		CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		CODE HQ0338		<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
PURCHASE	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Advanced Integrated Technologies, LLC				Kerry Business Manager					
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			25. TOTAL		
				BY: /s/Michelle L Briscoe			01/24/2019		26. DIFFERENCES
				CONTRACTING/ORDERING OFFICER					
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	
f. TELEPHONE		g. E-MAIL ADDRESS		FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT		35. BILL OF LADING NO.			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		COMPLETE					
				PARTIAL					
				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

This award is made to Advanced Integrated Technologies, LLC on the basis of their proposal to Solicitation No. N0017818R3000. The following are incorporated into the award:

1. In Section B, the Qty, Unit, Est. Cost, Fixed Fee, and CPFF are updated for each CLIN;
2. In Section B, a new CLIN/SLIN is added to reflect the addition of funding;
3. In Section B, B.3 Fixed Fee Instructions table is populated;
4. In Section G, 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS DODAACs and email notifications are added;
5. In Section G, Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES is updated;
6. In Section G, Ddl-G11 CONSENT TO SUBCONTRACT the list of approved Sub-contractors is added;
7. In Section G, the funding requisition number and accounting information is added;
8. In Section H, H.6 SAVINGS INITIATIVES is populated;
9. In Section H, 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 the table is populated;
10. In Section H, 5252.232-9104 ALLOTMENT OF FUNDS is updated to reflect the incremental funding provided;
8. In Section H, Ddl-H10 FUNDING PROFILE is updated to reflect the incremental funding provided;
9. In Section J, Attachments J.5-J.8 are deleted, Attachment J.1 is updated, and Attachment J.4 is added;
10. In Section J, a distribution list is added.

## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000		Base Year, Fiber Optic Engineering Support IAW SOW in Section C.					
7000AA	H399	Base Year - Holding SLIN (Fund Type - TBD)	27934.0	LH			
7000AB	H399	Award; Incremental Funds for labor; W.E. 9 Columbia Class RDT&E; \$9,999; ACRN AA (RDT&E)	146.0	LH			
7050		Base Year Surge, Fiber Optic Engineering Support IAW SOW in Section C (See Note 2).					
7050AA	H399	Base Year Surge - Holding SLIN (Fund Type - TBD) Option	4082.0	LH			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Data Deliverable for Base Period, IAW Exhibit A, CDRLS (See Note 4).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100		Option Year 1, Fiber Optic Engineering Support IAW SOW in Section C (See Note 2).					
7100AA	H399	Option Year 1 - Holding SLIN (Fund Type - TBD) Option	34700.0	LH			
7150		Option Year 1 Surge, Fiber Optic Engineering Support IAW SOW in Section C (See Note 2).					
7150AA	H399	Option Year 1 Surge - Holding SLIN (Fund Type - TBD)	5102.0	LH			

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

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Data Deliverable for Option Year 1, IAW Exhibit A, CDRLS (See Note 4).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200		Option Year 2, Fiber Optic Engineering Support IAW SOW in Section C (See Note 2).					
7200AA	H399	Option Year 2 - Holding SLIN (Fund Type - TBD)	41320.0	LH			
		Option					
7250		Option Year 2 Surge, Fiber Optic Engineering Support IAW SOW in Section C (See Note 2).					
7250AA	H399	Option Year 2 Surge - Holding SLIN (Fund Type - TBD)	5919.0	LH			
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Data Deliverable for Option Year 2, IAW Exhibit A, CDRLS (See Note 4).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300		Option Year 3, Fiber Optic Engineering Support IAW SOW in Section C (See Note 2).					
7300AA	H399	Option Year 3 - Holding SLIN (Fund Type - TBD)	41320.0	LH			
		Option					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7350		Option Year 3 Surge, Fiber Optic Engineering Support IAW SOW in Section C (See Note 2).					
7350AA	H399	Option Year 3 Surge - Holding SLIN (Fund Type - TBD)  Option	5919.0	LH			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Data Deliverable for Option Year 3, IAW Exhibit A, CDRLS (See Note 4).	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400		Option Year 4, Fiber Optic Engineering Support IAW SOW in Section C (See Note 2).					
7400AA	H399	Option Year 4 - Holding SLIN (Fund Type - TBD)  Option	41320.0	LH			
7450		Option Year 4 Surge, Fiber Optic Engineering Support IAW SOW in Section C (See Note 2).					
7450AA	H399	Option Year 4 Surge - Holding SLIN (Fund Type - TBD)  Option	5919.0	LH			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Data Deliverable for Option Year 4, IAW Exhibit A, CDRLS (See Note 4).	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		ODCs in support of CLIN 7000 (See Note 3)			██████████
9000AA	H399	Base Year ODCs - Holding SLIN (Fund Type - TBD)	1.0	LO	██████████
9050		Base Year Surge ODCs (See Notes 2 & 3)			██████████
9050AA	H399	Base Year Surge ODC's - Holding SLIN (Fund Type - TBD)	1.0	LO	██████████
		Option			
9100		ODCs in support of CLIN 7100 (See Notes 2 & 3)			██████████
9100AA	H399	Option Year 1 ODCs - Holding SLIN (Fund Type - TBD)	1.0	LO	██████████
		Option			
9150		Option Year 1 Surge ODCs (See Notes 2 & 3)			██████████
9150AA	H399	Option Year 1 Surge ODCs - Holding SLIN (Fund Type - TBD)	1.0	LO	██████████
		Option			
9200		ODCs in support of CLIN 7200 (See Notes 2 & 3)			██████████
9200AA	H399	Option Year 2 ODCs - Holding SLIN (Fund Type - TBD)	1.0	LO	██████████
		Option			
9250		Option Year 2 Surge ODCs (See Notes 2 & 3)			██████████
9250AA	H399	Option Year 2 Surge ODCs - Holding SLIN (Fund Type - TBD)	1.0	LO	██████████
		Option			
9300		ODCs in support of CLIN 7300 (See Notes 2 & 3)			██████████
9300AA	H399	Option Year 3 ODCs - Holding SLIN (Fund Type - TBD)	1.0	LO	██████████
		Option			
9350		Option Year 3 Surge ODCs (See Notes 2 & 3)			██████████
9350AA	H399	Option Year 3 Surge ODCs - Holding SLIN (Fund Type - TBD)	1.0	LO	██████████
		Option			
9400		ODCs in support of CLIN 7400 (See Notes 2 & 3)			██████████
9400AA	H399	Option Year 4 ODCs - Holding SLIN (Fund Type - TBD)	1.0	LO	██████████
		Option			
9450		Option Year 4 Surge ODCs (See Notes 2 & 3)			██████████
9450AA	H399	Option Year 4 Surge ODCs - Holding SLIN (Fund Type - TBD)	1.0	LO	██████████
		Option			

**NOTE 1: LABOR HOURS**

The labor hours (LH) listed above for the Base Period and each Option Period shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort clause.

**NOTE 2: OPTION CLAUSE**

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I,

applies only to the Option CLINs.

**NOTE 3: OTHER DIRECT COSTS (ODCs)**

ODCs shall include travel and materials required during the Period of Performance of the identified CLIN and limited to those stated in Section C.

**NOTE 4: NOT SEPARATELY PRICED**

Price for Not Separately Priced (NSP) items shall be included in the price of the Labor CLINs.

**B.1 TYPE OF ORDER**

This is a Level of Effort (term) type order.  
 Items in the 7xxx series are Cost-Plus-Fixed-Fee type.  
 Items in the 7x99 series are Not Separately Priced (NSP).  
 Items in the 9xxx series are Cost only, excluding fee.

**B.2 ADDITIONAL CLINS**

Additional CLINs and SLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall Level of Effort or value of this Task Order.

**B.3 Fixed Fee Instructions**

The following table reflects the hourly rates to be billed:

CLIN	Est. Cost	Fixed Fee Amount	Man-Hours	Rate (fee/hr)
7000				

**B.4 FINALIZED FIXED FEE**

(a) If the total Level of Effort for each period specified in Section H, 5252.216-9122 LEVEL OF EFFORT-ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this Task Order, the Contracting Officer, at their sole discretion, shall finalize fee based on the hourly rate specified above per man-hour performed and invoiced.

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(b) This Task Order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the Fixed Fee is the same for both fully funded periods and periods funded at less than the estimated total Cost-Plus-Fixed-Fee.

**CLAUSES INCORPORATED BY FULL TEXT**

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

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

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

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

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

**HQ B-2-0010 NOTE (OPTION)**

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

**HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)**

(a) For purposes of this contract, "fee" means "target fee" in Cost-Plus-Incentive-Fee type contracts, "base fee" in Cost-Plus-Award-Fee type contracts, or "fixed fee" in Cost-Plus-Fixed-Fee type contracts for Level of Effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at



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the hourly rate specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)**

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

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

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

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

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

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire contract is cost type. Specifically, CLINs 7000, 7050, 7100, 7150, 7200, 7250, 7300, 7350, 7400, and 7450 are CPFF. CLINs 7099, 7199, 7299, 7399, and 7499 are NSP. CLINs 9000, 9050, 9100, 9150, 9200, 9250, 9300, 9350, 9400, and 9450 are Cost only.

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C.1 BACKGROUND

The Naval Surface Warfare Center Dahlgren Division (NSWCDD) is actively involved in the full Life-Cycle support of fiber optic networking support for the U.S. Navy. This includes Research and Development of new technical capabilities, Ship Construction support for all classes of Navy Warships, and Operations and Maintenance of fielded fiber optic cable systems and plants. Specific current areas of involvement include performance as the Navy's Technical Direction Agent (TDA) for Surface and Subsurface vessel fiber optic applications for ARLEIGH BURKE (DDG class), VIRGINIA class submarine, FAST FRIGATE, COLUMBIA CLASS Submarine, FORD class aircraft carriers, and LX-(R); In-Service Engineering Agent (ISEA) for NIMTZ Class (CVN), ARLEIGH BURKE (DDG) class, SAN ANTONIO (LPD-17) class ships, Littoral Combat Ships (LCS) class, and VIRGINIA (VA) class submarines, and DOCK LANDING SHIPS (LSDs); and engineering manager under the Technical Warrant Holders for "Combat and Weapon Control Systems Integration for Surface Ships" and "Network Infrastructure - Ships".

### C.2 SCOPE

The Fiber Optics Section's technical emphasis is on the long term health and supportability of fiber optic technologies in the fleet. Technical approaches must be developed to support the establishment of standardized approaches that are maintainable in line with a clearly articulated maintenance plan. The Contractor shall provide services and products to perform, accomplish, and complete the tasks described in each of the following areas:

- (1) Engineering Support
- (2) Platform Engineering and Direct Fleet Support
- (3) General Documentation and Technician Support
- (4) Repair Response
- (5) Project Management & Administrative Support

### C.3 APPLICABLE DOCUMENTS

	Title	Date
MIL-STD-1678-1D	Fiber Optic Cabling Systems Requirements and Measurements	17 January 2017
MIL-STD-2042C	Fiber Optic Topology Installation Standard Methods for Naval Ships	18 October 2016

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COMFLTFORCOMINST 4790.3	Joint Fleet Maintenance Manual (JFMM)	
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#### **C.4 REQUIREMENTS**

##### **C.4.1 MANDATORY REQUIREMENTS**

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

(1) **Requirement 1:** Personnel Security Clearance - All technical personnel working this Task Order must possess a minimum SECRET level security clearance. In addition, cable plant assessment teams shall be able to be granted Naval Nuclear Propulsion Information (NNPI) access when conducting ship visits. Maintaining and generating NNPI data under this Statement of Work (SOW) will not be conducted, however storing NNPI data under this SOW may be conducted.

(2) **Requirement 2:** Facility Security Clearance - The Prime Contractor's facility(s) or the Sub-contractor's facility(s) shall be cleared at the SECRET level for processing and storage/safeguarding.

##### **C.4.2 SPECIFIC REQUIREMENTS**

###### **C.4.2.1 ENGINEERING SUPPORT**

The Contractor shall perform the following tasks:

(a) The Contractor shall research and develop approaches for providing high performance, low cost fiber optic technologies to be fielded across all classes of ships and submarines.

(b) The Contractor shall resolve technical issues and provide ongoing technical support to the fleet. The Navy maintenance community, the systems and processes employed, and the key initiatives that may significantly alter this direction in the coming years so as to provide insight and support in the Fiber Optics Section staying ahead of emerging maintenance trends. (CDRL A001)

(c) The Contractor shall develop mitigating activities that address the risks that may result from program office decisions in the development of fiber optic based systems. (CDRL A003)

(d) The Contractor shall develop system operation and maintenance requirements during the system conceptual design phase and provide recommendations for system specifications comprising complete system technical requirements. (CDRL A003)

(e) The Contractor shall provide sound technical solutions to any fiber optic deficiencies discovered. (CDRL A003)

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(f) The Contractor shall provide engineering, technical and coordination services to support systems equipment installation and technology insertion. (CDRL A003)

(g) The Contractor shall provide support for the effective application of scientific and engineering efforts to transform validated operational needs into thoroughly defined system configurations through a documented process of requirements definition, functional analysis, synthesis, fabrication, optimization, design, test and evaluation, and installation. (CDRL A003)

(h) The Contractor shall perform independent analysis and technical studies and provide technical services in the area of systems calculations and reports. (CDRL A003)

(i) The Contractor shall assist in the developing, updating, and maintaining fiber optic requirement documents in accordance with publishing activity guidance. These documents include items such as the following: Military specifications, Military standards, commercial item descriptions, and NAVSEA drawings. (CDRL A003)

(j) The Contractor shall provide engineering, technical and coordination services at fiber optic industry standards meetings in support of Navy fiber optic standardization efforts. (CDRL A003)

(k) The Contractor shall coordinate with joint services fiber optic experts to identify and provide sound fiber optic solutions that have joint service applicability. (CDRL A003)

(l) The Contractor shall conduct system feasibility analysis during conceptual design phase including the definition of top-level system requirements through trade-off analysis. (CDRL A003)

(m) The Contractor shall perform Cost Benefit Analysis (CBA) and Business Case Analysis (BCA) to support process improvement, development of new fiber optic technology, and fiber optic technology trade-offs. (CDRL A005)

#### **C.4.2.2 PLATFORM ENGINEERING AND SUPPORT**

The Contractor shall perform the following tasks:

(a) The Contractor shall provide Subject Matter Expertise (SME) in the areas of fleet logistics, test equipment support and procedures, and in depth experience working with the Type Commander (TYCOM) maintenance offices, shipyard/planning yard maintenance offices, regional maintenance operations, and shipboard maintenance personnel. (CDRL A001)

(b) The Contractor shall provide direct fleet support and conduct

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technical ship visits and assessments for multiple ship platforms such as United States Coast Guard, Fast Frigate, CVNs, LHDs, LSDs, LPDs, DDGs, CGs, LCSs, COLUMBIA Class Submarines, Los Angeles Class Submarines, VA Class Submarines, and any future ship classes. (CDRL A001, A002)

(c) The Contractor shall provide platform teams (at minimum one (1) Platform Engineering Team Lead and one (1) Platform Engineer) on each coast, in Norfolk and in San Diego. (CDRL A001)

(d) The Contractor shall be certified by NAVSEA to applicable fiber optic proficiencies such as Quality Assurance and Supervisor modules per Requirement 1306 of MIL-STD-1678-1D and MIL-STD-2042C.

(e) The Contractor shall coordinate with site maintenance coordinators and the Navy maintenance community to support the scheduling and streamline the coordination of all ship and fleet activity interactions between the Fiber Optics Section and those activities. As the face of the In-Service Engineering Agent (ISEA) on the waterfront, a demonstrated reliable, proactive, and innovative ability to protect the Government's interest. (CDRL A001)

(f) The Contractor shall conduct material assessments of the Fiber Optic Cable Plants (FOCP) on all ship platforms with deployed fiber optic capabilities in support of the Fiber Optics Section. (CDRL A002)

(g) The Contractor shall assess ship's force capability for fiber optic repair, provide fiber optic technology familiarization sessions, inform ship's force with FOCP access processes/controls, inform ship's force about FOCP configuration management documents, and provide over-the-shoulder support to ship's force as they troubleshoot fiber optic issues or conduct fiber optic repairs on multiple Navy platforms. (CDRL A002)

(h) The Contractor shall provide engineering, technical, coordination, quality, verification and validation services to support systems equipment installation and technology insertion. (CDRL A003)

(i) The Contractor shall conduct technical visits, assessments and meet fleet emergent needs to ensure fleet operational requirements are met when potential scheduling conflicts arise. (CDRL A002)

(j) The Contractor shall develop and provide Ship visit/FOCP assessment plans for each ship visit/FOCP assessment. (CDRL A007)

(k) The Contractor shall also develop and provide plans of action and milestones (POA&Ms) and Work Authorization Forms (WAFs) to

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conduct Navy shipboard work as required by the most recent version of the Joint Fleet Maintenance Manual (JFMM) - Commander, Fleet Forces Command Instruction 4790.3 (COMFLTFORCOMINST 4790.3). (CDRL A012, A015)

#### **C.4.2.3 GENERAL DOCUMENTATION AND TECHNICIAN SUPPORT**

The Contractor shall perform the following tasks:

(a) The Contractor shall manage the Fiber Optic Website updates including making design modification recommendations and providing data updates. This effort will require on site personnel at NSWCDD, Dahlgren, VA. (CDRL A001)

(b) The Contractor shall maintain the Recommended Fiber Optic Components Parts List to include updating qualified and approved fiber optic components, updating points of contact for each company identified on the parts list, and updating technical content with a monthly periodicity.

(c) The Contractor shall manage, coordinate, and track open actions for military fiber optic component specifications and standards. (CDRL A010)

(d) The Contractor shall coordinate with Navy Shipyards/Planning Yards for improving fiber optic Configuration Management (CM) efforts on multiple Navy platforms and provide ship visit planning and ship visit documentation. (CDRL A002)

(e) The Contractor shall develop and maintain metrics related to tracking fiber optic deficiencies discovered during ship visits on multiple platforms. (CDRL A004)

(f) The Contractor shall be certified by NAVSEA to applicable fiber optic proficiencies such as all of the fiber optic installer modules per requirement 1306 of MIL-STD-1678-1D and MIL-STD-2042C. (CDRL A001)

(g) The Contractor shall use and enforce the use of approved/qualified shipboard fiber optic components in accordance with Navy recommended Fiber Optic Components Parts List and Qualified Product Database (QPD).

(h) The Contractor shall procure, fabricate, configure, and repair various fiber optic components in accordance with U.S. Navy shipboard standard methods. The Contractor shall provide training to junior personnel with respect to fabricating, configuring, and repairing various fiber optic components.

(i) The Contractor shall provide technical assistance to all fiber optic engineers in the Fiber Optic Section to meet sponsor initiatives.

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(j) The Contractor shall use safety initiatives in working with hazardous materials pertaining to the procurement, fabrication, configuration, and repair or fiber optic components.

(k) The Contractor shall use Material Safety Data Sheets (MSDS) among other critical safety documents to ensure proper precautions are adhere to while working in the Fiber Optic Lab.

(l) The Contractor shall manage the inventory of fiber optic tools, materials, and consumables that are available in the Fiber Optic Lab at NSWCDD.

(m) The Contractor shall provide guidance to the Government on what inventory items are deficient and require replenishment.

(n) The Contractor shall use and enforce the use of Navy approved fiber optic test equipment.

(o) The Contractor shall coordinate the calibration of fiber optic test equipment.

(p) The Contractor shall organize fiber optic safety training with safety personnel at NSWCDD.

(q) The Contractor shall provide technical assistance with Fiber Optic documentation generation such as whitepapers, Military standards and specifications, and briefing materials (CDRL A006)

(r) The Contractor shall provide technical assistance with document review and comment adjudication. (CDRL A001)

#### **C.4.2.4 REPAIR RESPONSE**

The Contractor shall perform the following tasks:

(a) The Contractor shall have NAVSEA certified fiber optic installers, supervisors, and quality assurance personnel per Requirement 1306 of MIL-STD-1678-1D to conduct fiber optic repairs on naval vessels. The Contractor shall use qualified and approved Navy shipboard fiber optic components during repairs. (CDRL A001)

(b) The Contractor shall perform repairs on fiber optic systems in the event damage is incurred to the fiber optic components by the Contractor or Government ISEA team conducting a technical visits and/or assessments. (CDRL A001)

(c) The Contractor shall perform these repairs within 72 hours (96 hours for Outside the Contiguous United States (OCONUS)) of being notified by the ISEA team. (CDRL A001)

#### **C.4.2.5 PROJECT MANAGEMENT & ADMINISTRATIVE SUPPORT**

The Contractor shall perform the following tasks:

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(a) The Contractor shall provide technical and administrative support to a variety of engineering efforts. The Contractor shall attend meetings and conferences with other Contractors and Government agencies. (CDRL A008)

(b) The Contractor shall provide administrative and library support. This support shall include maintenance and tracking of project materials, receipt and transmittal of project materials, generation of reports and presentations, product quality assurance, configuration management, access to necessary specifications and standards, and general administrative support. (CDRL A008)

(c) The Contractor shall support the Fiber Optic Section by scheduling, coordinating and participating in team meetings, recommending process improvements, assisting in managing agendas, facilitating topic closures, and recording and implementing decisions/actions. The Contractor shall attend briefings and meetings, draft detailed notes and action items, and compose and distribute minutes documenting action items, discussions, and decisions reached.

(d) The Contractor shall support the Fiber Optic Section in the preparation of documentation for studies, test events and engineering efforts.

(e) The Contractor shall perform business-program management, and administrative functions required to accomplish the technical objectives of this task. This shall include maintaining technical, financial, planning, and the scheduling and schedule status of the tasks assigned.

(f) The Contractor shall support organizational development, performance improvement, strategic planning, and risk assessment.

(g) The Contractor shall work with the Government to establish an estimated financial spend plan based on the budget. (CDRL A009)

(h) The Contractor shall provide technical briefs, technical reports, and document test event and working group results.

(i) The Contractor shall provide a web-based information system capable of exchanging technical data between the Fiber Optics Section and the Contractor.

(j) The Contractor shall provide all data collected during ship visits/assessments, engineering studies/services, and all data used in developing technical reports, test plans, and cost analysis. (CDRL A004)

## **C.5 TASK ORDER MANAGEMENT**

### **C.5.1 COR MEETING**



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(a) The Contractor shall participate in the COR's quarterly meetings to review contract Security, Funding, Staffing, Deliverables, Technical Instructions/POAMS, and Management Items of Concern that require Government intervention, Action Items, and Action Item Review.

(b) The Contractor shall document meeting minutes and action items (CDRL A008) to be included in the Contracting Officer's Management Report (COMR) (CDRL A001).

(c) The specific format shall be pre-approved by the COR prior to the first submission.

#### **C.5.2 CONTRACTING OFFICER'S MANAGEMENT REPORT (COMR)**

(a) The Contractor shall submit a monthly COMR (CDRL A001). The cutoff date of the report shall be the same as that used for invoicing purposes by the prime Contractor. Any and all Sub-contractor, Consultant, Vendor data shall be current through the "as of" date of the report.

(b) The report shall be unclassified and reflect no proprietary markings.

(c) The specific format shall be pre-approved by the COR and Contracting Officer prior to the first submission.

#### **C.5.3 MANDATORY TRAINING COMPLETION LOG**

(a) The Contractor shall submit a Mandatory Training Completion Log for training identified in Section C.11.

(b) The Contractor shall submit a quarterly running Mandatory Training Completion Log (CDRL A016) from the Task Order start date through Task Order end date by each Period of Performance.

(c) The Mandatory Training Completion Log shall identify Contractor personnel by name, company assignment, training topic, completion no later than date, actual completion date, and completed on time yes/no.

(d) The specific format shall be and pre-approved by the COR and Contracting Officer prior to the first submission.

#### **C.5.4 IN-PROGRESS REVIEWS (IPRs)**

The Contractor shall prepare and conduct semi-annual IPRs, to be held at a location mutually agreed upon by the Contractor and the COR. One week in advance of the IPR, the Contractor shall submit an IPR agenda and a copy of the data to be presented at the IPR

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which shall address the status of action items from the previous IPR, pertinent issues and a financial analysis. All information presented shall be up-to-date as of the final agreed upon agenda. Emergent/future interest items and meetings shall be discussed during the IPR. The Contractor shall submit meeting minutes, including the list of attendees and action items no later than five (5) working days after the IPR. (CDRL A011)

#### **C.5.5 PLAN OF ACTION AND MILESTONES (POA&M)**

(a) The Contractor shall develop a POA&M for each element/work area (WA) (CDRL A014). The POA&M shall be signed by the Contractor, Contracting Officer's Representative, and the Government Contracting Officer. The signed POA&M shall be provided electronically to the Contract Specialist, COR/ACOR, and the appropriate Government SME within twenty one (21) calendar days after Task Order Performance Start, Exercise of Option, or modification which affect the Level of Effort (LOE) or Dollar Ceilings. While Contractor format is acceptable, with the COR's approval, the following information shall appear, at a minimum, on each POA&M:

- (1) Date POA&M submitted
- (2) WA (and Number when applicable)
- (3) Task Order number
- (4) POA&M's performance period
- (5) Contractor interfaces (Program Manager, WA Manager)
- (6) Government interfaces (COR, ACOR, SME)
- (7) Work summary/description
- (8) Schedule of events proposed/planned to accomplish task
- (9) List of planned deliverables and their due dates
- (10) Estimated LOE required to perform for the period
- (11) Schedules/plans for obtaining additional personnel if applicable
- (12) Identification of Sub-contractor(s) if appropriate
- (13) Estimated cost (including fee) for all labor (including management and support) and ODCs, with travel details

#### **C.5.6 PROJECT CONCLUSION/TRANSITION-OUT PLAN**

(a) Within thirty (30) days of the beginning of the final period of Task Order performance, the Contractor shall develop and

submit a transition-out plan that assumes re-compete of the Task Order requirements resulting in award, and transition, to another Contractor. The transition-out plan will address:

- (1) Minimum duration of transition
- (2) Staff requirements and their role in transition
- (3) Level of tasking to be performed and any impact it will have on transition
- (4) Knowledge transfer
- (5) Intellectual property transfer
- (6) Gantt schedule of transition
- (7) Formal handover (conclusion of transition) and Government acceptance.
- (8) List of any Government Furnished/Contractor Acquired Property

(b) The plan shall address the step-by-step transition of responsibility for support of the program's current operation without discontinuity of work flow or loss of integrity of the program's current operation. The plan shall establish interfaces for technical and Task Order administration. In addition, the plan shall identify any services, support, or other items that will be required from the Government to facilitate the transition (CDRL A017).

**C.6 GOVERNMENT FURNISHED SPACE**

(a) Government Furnished Space will be provided for the following labor categories and number of personnel:

GOVERNMENT FURNISHED SPACE				
LOCATION	BLDG	ROOM	LABOR CATEGORY	# OF OCCUPANTS
NSWCDD	1500	A105	Technical Analyst	1
NSWCDD	1500	A105	Fiber Optic Lab Technician	1
TOTAL ON-SITE				2

(b) The Government will provide access to Navy Marine Corps Intranet (NMCI)/other Government computer resources as required.

(c) Government Furnished Property (GFP)(hardware, software, firmware) will be provided to support access to NMCI/other Government computer resources as required during performance of this Task Order.

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(d) Government Furnished Information (GFI) - The Government will provide access to information and documentation required, if required by individual tasking, for task order performance.

(e) Access to Government lab space will be provided. Lab space does not constitute office space.

#### **C.7 GOVERNMENT FURNISHED PROPERTY**

(a) GFP may be issued under this Task Order.

(b) The Contractor shall maintain and report the inventory of GFP (CDRL A019) issued under this Task Order.

(c) The GFP Inventory Log shall identify: Other Plant Equipment (OPE)/Special Test Equipment (STE), TAG Number (Plant Account Number), Contractor sighting, date sighted, sighted location, disposition, serial number.

(d) The specific format shall be pre-approved by the COR and Contracting Officer prior to the first submission.

#### **C.8 GOVERNMENT FURNISHED MATERIAL**

(a) The Contractor may be issued consumable Government Furnished Material (GFM) under this Task Order.

(b) The Contractor shall maintain a GFM Inventory/Usage Log (CDRL A019) issued under this Task Order.

(c) The GFM Inventory/Usage Log shall identify: item description (noun name), National Stock Number (NSN), part number, unit, quantity on hand, unit cost, total cost, location, date last issued, date inventoried, high and low quantity on hand levels.

(d) The specific format shall be pre-approved by the COR and Contracting Officer prior to the first submission.

#### **C.9 CONTRACTOR ACQUIRED PROPERTY**

(a) Contractor Acquired Property (CAP) may be procured by the Contractor as tasking demands in accordance with Attachments J.2 and J.3.

(b) The Contractor shall maintain and report the inventory of CAP (CDRL A018) acquired.

(c) The Property Control Report shall identify the following: CLIN, Item Description, Type Designation, NSN, PIN, Quantity, Unit of Measure, Serial Number (UII), Original Unit Acquisition Cost, and the date placed in service by the Contractor.

(d) The specific format shall be pre-approved by the COR and Contracting Officer prior to the first submission.

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## **C.10 OTHER DIRECT COSTS**

### **C.10.1 TRAVEL**

(a) During the performance of this effort, Contractor personnel may be required to travel to other sites, both CONUS and OCONUS (requiring passports), to support program activities. Travel to these destinations may be required during each year of performance over the life of the Task Order. It is the responsibility of the Contractor to ensure personnel maintain passports current and effective for the Task Order's total Period of Performance at no cost to the Government.

(b) All travel shall be conducted in accordance with Clause HQ B-2-0020, and shall be pre-approved by the COR. All travel requests shall be submitted to the specific Government work area Subject Matter Expert (SME), in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. For local travel, also known as day travel, the travel itinerary will include "reasonable cost" wherever possible based on the start time of the scheduled event being supported. The Contractor is not authorized to perform any travel that is not in conjunction with this Task Order. The Contractor shall document in a Trip Report (CDRL A002) actions performed during travel along with reconciling the travel for each Period of Performance.

(c) The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR via the specific work area Program Manager.

(d)(1) Projected CONUS travel destinations include:

- Groton, CT
- Bremerton, WA
- Mayport, FL

(2) Projected OCONUS Travel destinations include:

- Pearl Harbor, HI
- Yokosuka, Japan
- Rota, Spain

### **C.10.2 MATERIALS**

(a) During the performance of this Task Order it may be necessary for the Contractor to procure incidental materials to respond to the mission requirements listed in the SOW. This Task Order is issued under a services Task Order and the procurement of materials of any kind that are not directly related to and

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necessary for performance may be determined to be unallowable costs pursuant to FAR part 31. The term "material" includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including hardware, services, and software. Any material provided by the Contractor is subject to the requirements of the FAR, DFARS, and the applicable Department of Navy regulations and instructions. Charges related to materials costs may include General and Administrative (G&A) expenses but shall not include fee or profit.

(b) The materials listed in Attachments J.2 and J.3 shall be used as guidance for purchases under this Task Order. The numbers of, and types of, material purchases shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. Purchase requirements to defeat purchasing thresholds shall not be approved. If the Contractor (or Sub-contractor) possesses a DCMA-approved purchasing system, individual item purchases less than \$10,000 shall be approved by the COR; individual item purchases equal to or over \$10,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from the PCO. If the Contractor does not possess an approved purchasing system, individual item purchases less than \$3,000 shall be approved by the COR. For purchase of materials equal to or over \$3,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from the PCO. No purchases of any amount shall be executed by a Sub-contractor if they do not have a DCAA-approved accounting system.

(c) IT Resources shall not be purchased unless DoD and Navy purchasing procedures (including ITPR approval) have been satisfied and approvals obtained. IT Resources include personal computers (PCs), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services. All IT Resource ODC purchases require COR and PCO approval regardless of the dollar value associated with the purchase.

(d) The costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the Task Order - unless supported by DCMA as a procedure of the Contractor's accounting procedures. General purpose business expenses include but are not limited to the costs for items such as telephones (including cell phones) and telephone charges, copy machines, word processing equipment, personal computers, and other office equipment and supplies.

(e) The specific format shall be addressed at the Contract Kick-Off meeting and pre-approved by the COR and Contracting

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Officer prior to the first submission.

(f) Materials and equipment such as those contained in the following list are authorized for purchase once the Contractor has complied with approval requirements stated in Sections C.10.2(b) above and C.10.2(f) below:

**SEE ATTACHMENTS J.2 AND J.3 FOR APPROVED MATERIALS LIST**

(g) Materials not fitting the descriptions listed in this section may not be purchased unless mutually agreed to by both the Government and Contractor.

(h) Procedure for obtaining COR and/or PCO approval, the Contractor shall submit a request for purchase of materials to the COR through e-mail. The COR shall review the request, if it is in accordance with C.10.2(b) above and requires PCO approval, the COR shall submit the request via the Contract Specialist to the PCO for review and approval. Minimum requirements for a written request for purchase are as follows:

- (1) Description of the material to be purchased;
- (2) Quantity;
- (3) Unit and total cost;
- (4) Delivery/freight charges;
- (5) Any associated service charges such as assembly, configuration, packing, etc.;
- (6) An explanation of the need for the material;
- (7) Copy of the competitive quotes received from potential suppliers;
- (8) The basis for the selection of the selected supplier;
- (9) Explanation of the determination of price reasonableness regarding the selected supplier costs;
- (10) If the procurement is sole sourced to a particular supplier or manufacturer, include the rationale for limiting the procurement to that supplier or manufacturer (seek assistance from Contract Specialist for guidance, if needed);
- (11) ITPR request date, and if granted, approval date and tracking number;
- (12) Once the COR and/or PCO have reviewed the request, the Government shall notify the Contractor of the outcome. Issues or details may be discussed with the Contract Specialist acting on behalf of the PCO until a final Government determination is made as to whether to approve, modify, or reject the purchase.

(i) The Contractor is required to possess and maintain an adequate property management system. The system must track all materials/ODCs associated with this Task Order. Upon completion of the Task Order Period of Performance, all material associated with this Task Order that is purchased by the Contractor and not

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depleted or previously delivered to the Government in accordance with the procedures outlined in C.10.2 during the performance of the Task Order shall become the property of the Federal Government. The Contractor shall transfer all materials, not depleted or previously delivered to the Government, to the COR by way of a Material Inspection and Receiving Report (DD Form 250).

### **C.10.3 DISPOSITION OF MATERIAL**

Upon completion of the Period of Performance, all materials associated with this Task Order that were purchased by the Contractor and not depleted during the performance of the Task Order shall become the property of the Government. The Contractor shall transfer all materials not depleted to the COR by way of a Material Inspection and Receiving Report (DD Form 250). The Contracting Officer's Management Report shall include a complete list of all material purchased to date under the Task Order. (CDRL A001)

### **C.10.4 INFORMATION TECHNOLOGY (IT) RESOURCES**

IT resources shall not be purchased unless DOD and Navy purchasing procedures have been satisfied and approvals obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services. All IT Resource Other Direct Cost Purchases require COR and PCO approval regardless of the dollar value associated with the purchase.

### **C.11 SKILLS AND TRAINING**

(a) The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Training necessary to ensure that personnel performing under this Task Order maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

(b) The Contractor shall complete all mandatory training as prescribed by the Government for General, Safety, EMS, etc. topics. These training requirements are accessed through Government Web Based Training (WBT), classroom training, or combination of both.

(c) The Contractor shall maintain a quarterly running Mandatory Training Completion Log identified in Section C.5.3(b).

### **C.12 NON-DISCLOSURE AGREEMENTS (NDAs)**



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(a) NDAs may be utilized to allow for access to company sensitive/proprietary data. For tasks requiring NDAs, the Contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

(b) The labor categories listed in Section H may be required to sign non-disclosure statements as applicable to specific tasking. The COR will notify the Contractor that will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information that is considered business or program sensitive and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR and the Contracting Officer via the Contract Specialist.

#### **C.13 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**

The Contractors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a Sub-contractor or as a Prime Contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current Task Order, the Contractor shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during Task Order performance. The Contractor shall provide immediate notice upon receipt of any information that may indicate a potential OCI and how they shall mitigate this in accordance with HQ C-2-0037.

#### **C.14 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION**

(a) Work under this Task Order may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code Section 552a and applicable agency rules and regulations. Access to, and preparation of, sensitive information subject to Privacy Act and Business Sensitive safeguarding and destruction may be required in the performance of tasking associated with this Task Order. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to Privacy Act data in support of this Task Order shall sign a Privacy Act certification.

#### **C.15 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS**

(a) The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the

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Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Procuring Contracting Officer immediately.

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

#### **C.16 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE**

In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes DOD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the Contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

#### **C.17 USE OF INFORMATION SYSTEM RESOURCES**

(a) Contractor Provision of Information System (IS) Resources except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this Task Order. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

(b) Contractor Use of NSWCDD IS Resources.

(1) In the event that the Contractor is required to have access to NSWCDD IS resources, the login name used for access shall

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conform to the NMCI login naming convention. If the Contractor requires access to applications/systems that utilize client certificates for authentication, the Contractor is responsible for obtaining requisite certificates from a DoD or External Certificate Authority. If this Task Order requires that the Contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office.

(c) Connections between NSWCDD and Contractor Facilities.

(1) If there is a requirement (specifically delineated elsewhere in this Task Order) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the Contractor and ISs owned or operated by NSWCDD, such interconnection shall take place only after approval from the NSWCDD Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DoD policy (DoDI 5200.40) by the cognizant Designated Approving authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

### **C.18 DATA RIGHTS**

(a) This is a Task Order for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this Task Order, Contractor personnel shall perform as required by this Task Order, and such work shall include working in cooperation and collaboration with Government personnel.

(b) Performance of this Task Order work shall require, among other things, the Contractor to access and use Government-owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government-owned data and shall be included in an appropriate technical report or other deliverable. The Contractor's use of, and access to, Government-owned data shall neither constitute nor create any Contractor rights in, or license to, such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein.

(c) On occasion and incidental to the provision of support services by the Contractor, the Contractor may be tasked to

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independently create discrete new data products (e.g., a computer software program, drawings, etc.) that do not derive from existing data. Such products shall be specifically identified by the Government in writing and shall be delivered pursuant to the appropriate Contract Data Requirements List (CDRL) document. Rights in such products shall be governed by the appropriate contract clauses.

#### **C.19 DIGITAL DELIVERY OF DATA**

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form.

(b) The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as "technical data" or "computer software") or the Government's and the Contractor's respective rights therein.

(c) Whenever technical data and/or computer software deliverables required by this Task Order are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in, and to, such technical data and/or computer software must also be digitally included as part of the deliverable and on, or in, the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor's obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

(d) Digital delivery means (such as, but not limited to, Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as, but not limited to, "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this Task Order, no such terms,

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agreements, or other restrictions shall be applicable to, or enforceable with respect to, such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the PCO; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this Task Order.

## **C.20 SECURITY**

(a) All Contractor personnel shall possess, at a minimum, at the time of award/prior to charging to the Task Order a current SECRET (S) clearance based on a National Agency Check (NACLC) completed within the last ten (10) years. The Contractor shall comply with guidelines specified on the DD Form 254. An interim SECRET (S) clearance is acceptable at time of award/prior to charging to the Task Order so long as a current clearance, respectively, is obtained within 180 calendar days subsequent to award unless further extended by prior written authorization by the Contracting Officer. The Contractor shall submit completed clearance packages within ten (10) calendar days or identification of any increased security requirements. Access to classified spaces and material and generation of classified material shall be in accordance with the DD Form 254, NISPOM and the NSWCDD Command Security Manual.

(b) The Contractor shall have access to information and compartments up to SECRET classification to complete tasking previously described in this SOW. The Contractor will not also have access to Non-SCI intelligence information and NATO (at the Secret level for SIPRNet accesses/accounts) in order to provide the Systems Engineering/Technical Assistance (SETA) support required.

(c) All deliverables associated with this Task Order are unclassified unless otherwise specified. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

(d) For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this Task Order shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4.

(e) The Contractor shall possess and maintain a SECRET facility clearance for each homeport location as verified within the Industrial Security Facility Database.

(f) The Contractor shall be responsible for safeguarding all Government information or property provided for Contractor use. At the end of each work period, Government information,

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facilities, equipment and materials shall be secured as specified by the NISPOM and the NSWCDD Command Security Manual. SECRET storage is required at the Contractor's facility in order to meet requirements of receiving and generating classified material in accordance with this Task Order.

(g) Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCDD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the Contractor's CPARS performance rating. In the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be paid by the Contractor.

(h) NSWCDD Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD Form 254. NSWCDD Security will identify the Contractor facility and Task Order number associated with all electronic spillages during the investigation that involve Contractor support. NSWCDD Security will notify the Contracts Division with the Contractor facility name and Task Order number, incident specifics and associated costs for clean-up. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training within thirty (30) days of Task Order award and annually thereafter, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

#### **C.20.1 PORTABLE ELECTRONIC DEVICES (PEDS)**

(a) Non-Government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to, and including, Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this PED policy.

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(b) NSWCDD instruction defines PEDs as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDs include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPADS, digital picture frames, electronic book readers, kindle, nook, cameras, external hard dish drives, and floppy diskettes.

(c) PEDs belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Assurance and Compliance Branch. This approval will be granted using the TARIS form and action tracker process.

(d) Personally owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system infrastructure.

(e) Personal Wearable Fitness Devices (PWFs) marketed primarily as fitness or sleep devices are allowed in all Navy spaces where collateral non-Sensitive Compartmented Information (SCI), classified information is processed, stored, or discussed up to and including secret. User must ensure PWF is compliant with all requirements in NAVADMIN 216/15, Cyber Hygiene Authorization to use Personal Wearable Fitness Devices (e.g., Fitbit, Jawbone UP, etc.) in Navy Spaces, dated 14 September 2015 and register PWF in the NSWCDD Fitness Device Tracker.

### **C.20.2 OPERATIONS SECURITY (OPSEC)**

All Contractors (including Sub-contractors) shall supplement their current security practices by requiring any personnel involved in executing this Task Order to complete Government-sponsored and administered Operations Security (OPSEC) training. In addition, all Contractors should be aware of the Critical Information List (CIL) for the department they are supporting as well as the OPSEC plan for NSWCDD. Upon Task Order award, all identified Contractors (including Sub-contractors) shall sign a Contractor's conformance statement and submit it to the NSWCDD COR named in Block 13 of the attached DD Form 254 thereby acknowledging that they will meet the requirements of this Task Order. The COR shall contact their Department Training Coordinator to schedule key employees to attend the Government-sponsored OPSEC training. The Contractor must immediately notify the Government upon the discovery of any nonconformance with the

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OPSEC Plan.

### **C.20.3 PRIVACY PROGRAM TRAINING**

Privacy training is mandatory for all NSWCDD personnel (Military, Civilian, and Contractor) and must be completed annually. The Total Workforce Management System (TWMS) is the official database for workforce training and is the preferred tool for taking and recording Privacy Act training. All NSWCDD personnel are responsible for ensuring individual annual privacy training requirements are met.

### **C.21 CONTROL OF CONTRACTOR PERSONNEL**

The Contractor shall comply with the requirements of NAVSEA and NSWCDD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from Task Order performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

### **C.22 IDENTIFICATION BADGES**

The Contractor shall be required to obtain identification badges from the Government for all Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Government property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the appropriate Security Office within 48 hours following completion of the Task Order, relocation, reassignment, or termination of an employee, and upon request by the Contracting Officer.

### **C.23 CONTRACT PERSONNEL ADMINISTRATION**

When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing badge identifications and sign identifications in office spaces). In addition,



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Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program/project managers shall be clearly identified and known as such by Government employees. As circumstances permit, frequent (at least monthly) meetings are conducted between the COR and the Contractor organization program manager/project manager.

#### **C.24 ON-SITE ENVIRONMENTAL AWARENESS**

(a) The Contractor shall strictly adhere to all Federal, State and Local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

(b) The Contractor shall ensure that each Contractor employee who has been, or will be, issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within thirty (30) days of commencing Task Order performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.

(c) The Contractor shall ensure that each Contractor employee not required to complete the training described in Section C.12(b) (i.e., those who do not have and will not be issued a CAC) reads the NSWCDD Environmental Policy Statement within thirty (30) days of commencing Task Order performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCDD website:

[https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office).

(d) Within thirty (30) days of commencing Task Order performance, the Contractor shall certify by e-mail to their COR that the requirements captured by Sections C.12(b) and C.12(c) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—(b) or (c) above – each employee has satisfied.

(e) Contractor copies of the records generated by the actions described in Sections C.12(b) and C.12(c) will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

#### **C.25 ON-SITE SAFETY REQUIREMENTS**

(a) The Contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

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(b) The Contractor shall ensure that each Contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within thirty (30) days of commencing performance at NSWCDD. This document is available at:

[https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

(c) The Contractor shall provide each Contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The Contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

(d) The Contractor shall provide each Contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

(e) Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision)(provided upon request). Prior to bringing radioactive materials or machine sources on base, the Contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

(f) The Contractor shall ensure that all hazardous materials (HAZMAT) procured for NSWCDD are procured through or approved through the hazmat procurement process. HAZMAT brought into NSWCDD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the Government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at: [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/)

(g) Upon request, the Contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a Contractor's injury/illness rates are above the Bureau of Labor & Statistics Industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses or if any additional PPE or training will be required.

(h) Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted, Transfer (DART) rates for the past three (3) years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day-to-day activities

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by the Command.

(i) The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

(j) The Contractor shall ensure that all on-site Contractor work at NSWCDD is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at: [https://wwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html).

#### **C.26 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE**

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this order. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The Contractor shall have an active Hazard Communication Program in place for all Contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the COR with an inventory and Material Safety Data Sheet (MSDS) for these materials.

#### **C.27 SHIPBOARD PROTOCOL**

(a) This tasking may involve platform engineering and fleet support onboard ship. As such, the Contractor is reminded of its responsibility to assure that shipboard protocol is stringently followed. Specifically, visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship; the Contractor is responsible for obtaining and maintaining specialized training (i.e. nuclear awareness, safety, quality control, etc.) and certification (i.e. SUBSAFE certificates etc.); personnel performing onboard US Navy Ships must have at a minimum, a current Secret Security Clearance; if not led by a Government representative the Contractor is responsible for briefing the ship/command upon arrival; and the Contractor is responsible for debriefing the ship/command upon departure to include operational status of the equipment.

(b) The Contractor shall ensure its personnel adhere to these requirements when performing shipboard tasking. Compliance shall

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be reported in the Trip Report.

(c) All assigned personnel must possess, at a minimum, a current SECRET Security Clearance.

(d) All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy and procedures.

(e) Alarms - actual or drill - shall be reported and procedures appropriately adhered.

(f) Safety - hardhats, tag-outs, safety shoes, goggles, safety harnesses, etc., as appropriate - shall be utilized.

(g) Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship, both pier side and underway.

(h) Each Contractor employee must be able to stand, walk, climb stairs, balance, stoop, kneel, crouch or crawl around and lift a minimum of fifty (50) lbs in the test environment.

(i) HAZMAT must be used safely according to local Standard Operating Procedures (SOPs).

(j) The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

(k) The designated team lead shall, upon final departure, debrief the Commanding Officer or his/her designated representative as to the success of the tasking and the operational condition of affected equipment.

(l) The Contractor shall comply with COMUSFLTFORCOM/COMPACFLT INSTRUCTION 6320.3A regarding the medical and dental screening of all personnel that may embark aboard any U.S. Navy vessel.

(m) The Contractor shall ensure that repair and maintenance employees working aboard vessels, dry docks, and piers shall have a valid ten (10) hour OSHA Maritime Shipyard Employment Course #7615 completion card within sixty (60) days of employment.

#### **C.28 POST AWARD MEETING**

(a) A Post Award Meeting with the successful Offeror will be conducted within fifteen (15) working days after award of the Task Order and documented. (CDRL A008)

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(b) The Contractor will be given at least five (5) working days' notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

(d) After Government review of the initial invoice, the Contracting Officer, COR and Contractor may meet to review the adequacy of the supporting documentation that is submitted in accordance with HQ G-2-0009.

### **C.29 ECRAFT STANDARD LANGUAGE**

(a) The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System.

(b) The Contractor's Funds and Man-hour Expenditure Report reports Contractor expenditure for labor, materials, travel, Sub-contractor usage, and other contract charges.

(1) Access: eCRAFT - Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The eCRAFT e-mail address for report submission is: [Ecrafft.nuwc.npt.fct@navy.mil](mailto:Ecrafft.nuwc.npt.fct@navy.mil). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: The Contractor shall submit their reports on the same day and for the same timeframe the Contractor submits an invoice in iRAPT. The amounts shall be same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

### **C.30 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

(a) The Contractor shall report Contractor labor hours (including Sub-contractor labor hours) required for performance of services provided under this Task Order for the NSWCDD via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs).

The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

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- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) T, Potential;
- (6) V, Freight and Shipping ONLY.

(b) The Contractor is required to completely fill in all required data fields using the following web address:  
<https://doncmra.nmci.navy.mil>.

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

**C.31 DATA DELIVERABLES**

A Contract Data Requirements List (CDRL) for this requirement is provided as Exhibit A. Specific titles, frequency, due dates, distribution, and other special requirements may be included in Technical Instructions/Plan of Action and Milestones (POA&M). CDRLs shall be delivered electronically unless otherwise stated and while contractor's format is acceptable, Government's approval is required from the COR.

CDRL	Title	Subtitle
A001	Contracting Officer's Management Report	
A002	Technical Report - Study/Services	Ship Visit/Trip Report
A003	Technical Report - Study/Services	Study/Services Engineering Studies Report
A004	Technical Report - Study/Services	Metrics Report
A005	Technical Report - Study/Services	Business Case Analysis and Cost Benefit Analysis
A006	Presentation Material	

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A007	Integrated Master Schedule (IMS)	Ship Visit/FOCP Assessment Plans
A008	Conference Minutes	Record of Meeting Minutes
A009	Technical Report - Study/Services	Cost Estimate
A010	Technical Report - Study/Services	Data Collection
A011	Technical Report - Study/Services	In Progress Review (IPR)
A012	Technical Report - Study/Services	Plan of Action & Milestones (POA&M)
A013	Technical Report - Study/Services	Quality Assurance Surveillance Plan Self Assessment
A014	Integrated Master Schedule (IMS)	Plan of Action & Milestones Plan
A015	Integrated Master Schedule (IMS)	Work Authorization Forms
A016	Technical Report - Study/Services	Mandatory Training Log
A017	Phase-Out/Transition Out Plan	
A018	Government Property Inventory Report	
A019	Status of Government Furnished Equipment (GFE) Report	GFP/GFM Inventory Report

**CLAUSES INCORPORATED BY FULL TEXT**

**HQ C-1-0001 ITEMS 7099, 7199, 7299, 7399, and 7499 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

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

**HQ C-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

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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, 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 "Sub-contractor" for "Contractor" where appropriate.

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



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this contract.

**HQ C-2-0004 ACCESS TO THE VESSEL(S) (NAVSEA) (SEP 2016)**

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

**HQ C-2-0005 ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (SEP 2016)**

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.3 ( ).

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

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

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

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

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regulations and instructions.

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

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

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

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

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

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

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

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel

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previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

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

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

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

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

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

(b) The Contractor agrees to test any computer software and/or

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computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed to in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

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

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

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

**HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)  
(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

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advice to the Government, or the person's objectivity in performing the order 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 order, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this order may create a potential organizational conflict of interest on the instant order 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 order shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) 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 order. 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.

(e) 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 order. This prohibition shall expire after a period of three (3) years after completion of performance of this order.

(f) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any Sub-contractor, 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 Order Requirement relating to notification shall apply to any

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release of information in contravention of this paragraph (d).

(g) The Contractor further agrees that, during the performance of this order and for a period of three (3) years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any Sub-contractor, 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 Sub-contractor, or as a consultant to a Prime Contractor or Sub-contractor, any system, component or services which is the subject of the work to be performed under this order. This exclusion does not apply to any re-competition for those systems, components, or services furnished pursuant to this order. 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 Task Order, from a source other than the Contractor, Sub-contractor, affiliate, or assign of either, during the course of performance of this order or before the three (3) year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

(h) 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 order for the convenience of the Government if determined to be in the best interest of the Government.

(i) 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 order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

(j) If the Contractor takes any action prohibited by this

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requirement or fails to take action required by this requirement, the Government may terminate this order for default.

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

(l) 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 order; 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.

(m) 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.

(n) 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 "Sub-contractor" for "Contractor" where appropriate.

(o) 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 order.

(p) Compliance with this requirement is a material requirement of this order

#### **HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

(i) All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used

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for guidance only.

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

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



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## SECTION D PACKAGING AND MARKING

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

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

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

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

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

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

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Contract dollar amount
- (4) Whether the Task Order was competitively or non-competitively awarded
- (5) sponsor: \_\_\_\_\_  
(Name of Individual Sponsor)  
  
\_\_\_\_\_  
(Name of Requiring Activity)  
  
\_\_\_\_\_  
(City and State)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E.1 PERFORMANCE TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES - THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

E.1.1 The Contractor's performance in each of the work areas of Statement of Work will be continually monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the Contractor's CPARS evaluation, which is accomplished on an annual basis. The evaluation will be based on Contractor performance during the previous period. The primary Government official responsible for the QASP evaluation is the Contracting Officers Representative (COR) for the Task Order. Other Government individuals having information relevant to the quality of Contractor performance may assist the COR, as necessary.

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

E.1.3 Contractor performance will be evaluated in five (5) general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory (as defined in Table 42-1 at FAR 42.1503) will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

E.1.3.1 Quality of Product or Service - Addresses the extent to which the Contractor:

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

(b) employed methods and approaches to ensure fully successful

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performance;

(c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises;

(d) was proactive and demonstrated initiative;

(e) remained flexible to internal or external changes;

(f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and

(g) Services are provided in a professional unbiased manner.

E.1.3.2 Schedule - Addresses the extent to which the Contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his representative.

E.1.3.3 Cost Control - Addresses the Contractor's overall effectiveness in controlling both direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

E.1.3.4 Business Relations - Addresses the responsiveness of the Contractor's upper-level management to Government concerns and needs, the effectiveness of the Contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government on both technical and management issues.

E.1.3.5 Management of Key Personnel - Addresses the overall quality of the Contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the Task Order regarding Key Personnel. Also includes the effectiveness of the Contractor's efforts to retain or attract qualified personnel.

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

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

Items 7099, 7199, 7299, 7399, 7499 - Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

##### **HQ E-1-0003 INSPECTION AND ACCEPTANCE OF F.O.B. DESTINATION DELIVERIES**

Items 9000, 9050, 9100, 9150, 9200, 9250, 9300, 9350, 9400, 9450 - Inspection and acceptance shall be made at destination by a representative of the Government.

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

Items 7000, 7050, 7100, 7150, 7200, 7250, 7300, 7350, 7400, 7450  
- Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	2/1/2019 - 1/31/2020
7000AB	2/1/2020 - 1/31/2021
9000AA	2/1/2019 - 1/31/2020

### CLIN - DELIVERIES OR PERFORMANCE

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

7000AA	2/1/2019 - 1/31/2020
7000AB	2/1/2020 - 1/31/2021
9000AA	2/1/2019 - 1/31/2020

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

7050AA	2/1/2019 - 1/31/2020
7100AA	2/1/2020 - 1/31/2021
7150AA	2/1/2020 - 1/31/2021
7200AA	2/1/2021 - 1/31/2022
7250AA	2/1/2021 - 1/31/2022
7300AA	2/1/2022 - 1/31/2023
7350AA	2/1/2022 - 1/31/2023
7400AA	2/1/2023 - 1/31/2024
7450AA	2/1/2023 - 1/31/2024
9050AA	2/1/2019 - 1/31/2020
9100AA	2/1/2020 - 1/31/2021
9150AA	2/1/2020 - 1/31/2021
9200AA	2/1/2021 - 1/31/2022
9250AA	2/1/2021 - 1/31/2022
9300AA	2/1/2022 - 1/31/2023
9350AA	2/1/2022 - 1/31/2023
9400AA	2/1/2023 - 1/31/2024
9450AA	2/1/2023 - 1/31/2024

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Services to be performed hereunder will be provided at NSWCDD in Dahlgren, VA and other Government Facilities (See C.6(a)).

**F.1 PLACE OF PERFORMANCE**

(a) The Contractor shall provide the services described in Section C at multiple locations. These locations include: onsite at NSWCDD, at the Contractor's facility, and at other designated locations. Other designated locations include both domestic and international locations; civilian and military operational environments, to include shipboard, land-based test sites, military installations/ports and other locations under the purview of the US Government command.

**CLAUSES INCORPORATED BY FULL TEXT**

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

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as listed above.

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

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

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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G.1 ACCOUNTING DATA**

Accounting Data appears at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, unless the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have multiple SLINs. Accounting for expenditures at the SLIN level is required.

### **G.2 SPECIAL INVOICE INSTRUCTIONS**

Each SLIN providing funding designates a specific project area/work area/work breakdown structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/WBS item level. Each identified project/work area/WBS shall be invoiced by its associated CLIN and ACRN. If multiple ACRNs are associated with a single project/work area/WBS, the Contractor shall consult with the Contracting Officer Representative (COR) for additional invoicing instructions.

### **G.3 PAYMENT INSTRUCTION**

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.

### **G.4 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

(a) When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the Task Order for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine

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if the facility is closed or operating on a delayed arrival basis.

(b) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order Period of Performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

#### **G.5 ACCOUNTING SYSTEM ADEQUACY**

(a) FAR 16.301-3(a)(1) requires that a Contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Government.

(b) This requirement applies equally to the Prime Contractor as well as their Sub-contractors who are proposed for cost-reimbursement or Time and Materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Sub-contractors without approved accounting systems should be contracted using Firm-Fixed-Price or labor hour contracts.

(c) The Prime Contract is solely responsible for verifying that Sub-contractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require Sub-contractors to provide a copy of DCAA's most recent review/approval letter. A copy of this letter shall be provided to the Government.

(d) The prime Contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

#### **G.6 SUB-CONTRACTORS/CONSULTANTS**



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In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007), the Contractor shall include the following information in requests to add Sub-contractors or Consultants during performance, regardless of subcontract type or pricing arrangement.

- (1) Clearly present the business case for the addition of the Sub-contractor/Consultant,
- (2) If applicable, the impact on subcontracting goals, and
- (3) Impact on providing support at the contracted value.

**CLAUSES INCORPORATED BY FULL TEXT**

**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.

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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and

receiving reports in WAWF for this Contract/Order:

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

\_\_\_\_\_Cost Voucher\_\_\_\_\_

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

\_\_\_\_\_N00178\_\_\_\_\_

(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	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S5111A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA47B
Other DoDAAC(s)	Not Applicable

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

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

[Kimberly.bissett@navy.mil](mailto:Kimberly.bissett@navy.mil) and [sean.t.mcGovern@navy.mil](mailto:sean.t.mcGovern@navy.mil)

(g) WAWF point of contact.

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(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact: [DLGR\\_NSWC\\_WAWF@navy.mil](mailto:DLGR_NSWC_WAWF@navy.mil).

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

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

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**HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC 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 Sub-contractors, Sub-contractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the Prime Contractor for WAWF invoice submittal. Sub-contractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the Sub-contractor 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.

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**Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT  
AND RESPONSIBILITIES**

**Procuring Contracting Officer (PCO):**

(a) Name: Michelle Briscoe

Code: 0242

Address:

Naval Surface Warfare Center, Dahlgren Division  
17632 Dahlgren Road, Suite 157  
Dahlgren, Virginia 22448-5100

E-mail: [REDACTED]

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this Task Order, the said authority remains solely the PCO's. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the PCO or is pursuant to specific authority otherwise included as part of this Task Order. In the event the Contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

**Contract Specialist:**

(a) Name: Sean McGovern

Code: 0242

Address: Naval Surface Warfare Center, Dahlgren Division  
17632 Dahlgren Road, Suite 157  
Dahlgren, Virginia 22448-5100

Phone: [REDACTED]

E-mail: [REDACTED]

(b) The Contract Specialist is the representative of the PCO for all contractual matters.

**Contracting Officers Representative (COR):**

(a) Name: Kimberly Bissett

Code: A03

Phone: [REDACTED]

E-mail: [REDACTED]

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a Contracting Officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an Attachment to this Task Order.

**Administrative Contracting Officer (ACO):**

(a) Name: Benjamin Shumate

Address: DCMA Hampton

2000 Enterprise Parkway, Suite 200

Hampton, VA 23666

Phone: [REDACTED]

E-mail: [REDACTED]

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the PCO for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

**Ddl-G11 CONSENT TO SUBCONTRACT**

For subcontracts and Consulting agreements for services, where the Prime Contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in this Section, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following Sub-contractors are approved on this Task Order:

- [REDACTED].
- [REDACTED]
- [REDACTED]

Accounting Data

SLINID	PR Number	Amount
7000AB	130076541900001	[REDACTED]
LLA :		
AA 1791319 H4RL 251 SB397 0 050120 2D 000000 A00004889387		
Incremental funds for labor, W.E. 9 Columbia Class RDT&E; PR # 1300765419-0001		

BASE Funding [REDACTED]

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Cumulative Funding [REDACTED]

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS**

(a) To perform the requirements of the Statement of Work (SOW), the Government requires personnel with the appropriate experience and professional qualifications. The applicable labor categories and associated qualifications are listed in Sections H.2 and H.3 below. Key Personnel qualification levels are considered to be desired, unless otherwise stated, for those individuals whose resumes are submitted for evaluation with the proposal. All individuals performing under the Key Personnel labor categories are considered Key. Resumes for any replacement of Key Personnel that are submitted following award shall have qualifications considered to be equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels for Key Personnel are considered to be minimums for any growth beyond those individuals initially proposed. Non-Key Personnel are the personnel proposed to provide hours in labor categories that are not identified as Key.

(b) Experience - The specific experience for each Key Labor Category must be directly related to the tasks and programs listed in the SOW.

(c) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the Offerors' ability to perform the Task Order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the Offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(d) Accumulation of Qualifying Experience - Categories of experience may be accumulated concurrently.

(e) Non-key personnel are the non-resumed personnel proposed to provide hours on this requirement.

### **H.2 KEY PERSONNEL - LABOR CATEGORY QUALIFICATIONS**

#### **ENGINEER**

##### **Desired**

Master's Degree in an Engineering discipline or Bachelor's Degree in an Engineering discipline along with Ten (10) years of specialized experience directly related to naval architecture and engineering. Technical expertise and demonstrated project leadership of fiber optic cable plant design, installation, and standards, survivability and risk analysis, development of system operation and maintenance requirements, and expert knowledge of the Navy maintenance community and the systems and processes employed. Clearly demonstrated management, engineering, and communication skills to balance all efforts and provide high quality products on time and within budget are critical. A proven ability to accomplish such duties in a highly dynamic Navy environment.

#### **PLATFORM ENGINEERING TEAM LEAD**

##### **Desired**

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Ten (10) years of expertise in the areas of fleet logistics, test equipment support and procedures, and in depth experience with the Type Commander (TYCOM) maintenance offices, regional maintenance operations, and shipboard maintenance realities. Expertise in engineering, technical, installation, and coordination services to support fiber optic systems and technology insertion with at least five (5) years of experience with Navy shipboard Fiber Optic Cable Plants (FOCP). Demonstrated ability to communicate effectively with site maintenance coordinators and the Navy maintenance community. Experience leading platform engineering teams to support technical visits and assessments, scientific and engineering efforts to transform validated operational needs into thoroughly defined system configurations, performing independent analysis and technical studies, and providing technical services in the areas of system calculations and reports. In addition, shall be qualified and certified to the Fiber Optic Quality Assurance and Supervisor requirements per Requirement 1306 of MIL-STD-1678-1D.

### **H.3 NON-KEY PERSONNEL LABOR CATEGORY QUALIFICATIONS**

(a) The Contractor shall provide non-Key Personnel who meet or exceed the required (unless otherwise stated) Qualifications provided below:

#### **FIBER OPTIC LAB TECHNICIAN**

##### **Required**

Five (5) years of expertise in the areas of fabricating, repairing, troubleshooting, and testing in Navy Shipboard Fiber Optics. Knowledgeable in laser safety, HAZMAT safety, fiber optic materials and consumables safety, and lead safety. Shall be qualified and certified to the CORE, Single Ferrule, Multi-terminus, Testing requirements per Requirement 1306 of MIL-STD-1678-1D.

#### **PROGRAM MANAGER**

##### **Required**

Ten (10) years of experience in Program Management. Has been responsible for directing a multi-disciplined team of technical personnel to produce a system or product within cost, schedule, and performance constraints.

#### **TECHNICAL ANALYST**

##### **Required**

Five (5) years of expertise in the area of website maintenance. Knowledgeable of military fiber optic specifications, standards, and qualified fiber optic components. Shall be qualified and certified to the CORE, Single Ferrule, Multi-terminus, Testing requirements per Requirement 1306 of MIL-STD-1678-1D.

#### **REPAIR TECHNICIAN**

##### **Required**

Three (3) years of experience in performing fiber optic repairs and installations on Navy vessels in accordance with Navy Shipboard Fiber Optic Standards. In addition, shall be qualified and certified to all installer requirements per Requirement 1306 of MIL-STD-1678-1D.



**PLATFORM ENGINEER**

**Required**

Three (3) years of experience in engineering, technical, installation, coordination, and Quality Assurance (QA) services to support fiber optic systems and technology insertion with at least one (1) year of experience with Navy Shipboard Fiber Optic Cable Plants (FOCP). Shall be qualified and certified to the Fiber Optic Quality Assurance and Supervisor requirements per Requirement 1306 of MIL-STD-1678-1D.

**H.4 eCRAFT LABOR CATEGORY CROSSWALK**

The Contractor shall utilize the below Labor Categories as part of the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) report submittal in accordance with C.29. This table identifies the Task Order Labor Category, as well as, the corresponding eCRAFT Labor Category for reporting purposes.

<b>Contract Labor Category (current title)</b>	<b>eCRAFT Labor Category Title</b>
Fiber Optic Technician	TECHNICIAN, ENGINEERING III ----- 30083
Technical Analyst	SPECIALIST, QUALITY CONTROL III ----- SQC3
Platform Engineer	TECHNICIAN, ENGINEERING II ----- 30082
Platform Engineer Team Lead	TECHNICIAN, ENGINEERING IV ----- 30084
Program Manager	MANAGER, PROGRAM/PROJECT II ----- MANP2
Repair Technician	TECHNICIAN, ENGINEERING II ----- 30082
Engineer	ENGINEER II ----- E2

**H.5 RESUME FORMAT AND CONTENT REQUIREMENTS**

In order to facilitate evaluation, all resumes shall be provided in the following format, and not exceed three (3) pages each:

(a) HEADER

- Complete Name
- Current Employer
- Task Order Labor Category
- Contractor Labor Category
- Percentage of time to be allocated to this effort upon award of this Task Order
- Current security clearance level per JPAS (identify if interim or final)
- Current work location
- Planned work location upon award of this Task Order

Note if the individual is Key on another task order with a Period of Performance that will overlap this requirement. Note plans to satisfy both Contracts if the Offeror is selected for award.

(b) EDUCATION/PROFESSIONAL DEVELOPMENT - Show any degrees, honors, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and will impact the Offeror's qualifications to perform under the Task Order. For education and training, the following format is preferred:

- Academic: Degree(s); Date(s); Institution; Major/Minor
- Academic: Course title, date(s), approximate length (as cited in labor categories)
- Non-Academic: Course title, date(s), approximate length

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- Professional licenses and specialized certifications. (Note the date obtained for each, as well as the date when each
- License/certification requires renewal)

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE

i. Employer: Dates (month/year); Title(s) held

ii. Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e. Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an Offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire ten (10) year employment with that firm and to ensure Offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will not be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

Lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Labor Category requirements.

All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles /responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

Gaps in experience shall be explained.

Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Solicitation Number N0017818R3000 to be replaced by NSWCCD Task Order N00178-XX-X-XXXX by (insert company name at award) and intend to make myself available to work under any resultant task order to the extent proposed."

\_\_\_\_\_  
Employee Signature and Date      Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered.

If the employee is not a current employee of the Offeror (or a proposed

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Sub-contractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

#### **H.6 SAVINGS INITIATIVES**

The following cost savings initiatives are required under this Task Order.

(1) Annual Labor Escalation: [REDACTED]

(2) Maximum Pass-Through Rate: [REDACTED]

(3) Lower Fee rate: [REDACTED]

(4) Other: [REDACTED]

(5) The Government strongly encourages the Prime Contractor to eliminate "double pass-through" costs by avoiding second tier Sub-contractors/Consultants during performance and where this situation is unavoidable, limiting Sub-contractor pass-through costs to the lower of:

(i) the Prime Contractor's pass-through rate under this order, or

(ii) the Sub-contractor's SeaPort-e pass-through rate where the Sub-contractor is also a Prime Contractor under SeaPort-e.

#### **H.7 LABOR TRIPWIRE JUSTIFICATION**

(a) The Contractor shall advise the COR and the PCO, by e-mail, if the difference between the current average actual fully loaded (through fee) labor rate for any contract Labor Category (Key or non-Key) which is greater than 10% from the average bidding fully loaded (through fee) labor rate for the month invoiced, and provide rationale.

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

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

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

(a) DEPARTMENT means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR). All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION. All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

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

(a) The Contractor agrees to provide the total Level of Effort specified below in performance of the work described in Sections B and C of this Task Order. The total Level of Effort for the performance of this Task Order shall be the man-hours of direct labor identified in the table below, including Sub-contractor direct labor for those Sub-contractors

specifically identified in the Contractor's proposal as having hours included in the proposed Level of Effort.

CLINS	Total Manhours	Compensated	Uncompensated
Base Period (CLIN 7000)	██████	██████	██████
████████████████████	██████	██████	██████
████████████████████	██████	██████	██████
██████	██████	██████	██████
████████████████████	██████	██████	██████
██████	██████	██████	██████
████████████████████	██████	██████	██████
██████	██████	██████	██████
████████████████████	██████	██████	██████
██████	██████	██████	██████
████████████████████	██████	██████	██████
██████	██████	██████	██████
████████████████████	██████	██████	██████
██████	██████	██████	██████

b) Of the total man-hours of direct labor set forth above, it is estimated that zero (0) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by Personnel in excess of forty (40) hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. 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 Task Order.

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

(d) The Level of Effort for this Task Order 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

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proposed will be subject to the terms and conditions of this Task Order 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 task order. 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 Task Order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five (5) days of receipt.

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

(h) Within 45 days after completion of the work under each separately identified Period of Performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted:

(1) the total number of man-hours of direct labor expended during the applicable period;

(2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs;

(3) a breakdown of other costs incurred;

(4) the Contractor's estimate of the total allowable cost incurred under the Task Order for the period. Within forty-five (45) days after completion of the work under the Contract, the Contractor shall submit, in addition, in the case of a cost underrun; and

(5) the amount by which the estimated cost of this Task Order may be reduced to recover excess funds. All submissions shall include Sub-contractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to task order performance, individual Contractor personnel may perform up to 10% of the individual's assigned hours during a defined reporting period at an alternative worksite, provided the Contractor has established a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite or onsite at NSWCDD as defined in Paragraph C.6 of this SOW. 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

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

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

**5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the Task Order.

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

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

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

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

(a) This Task Order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this Task Order 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 Task Order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this Contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the Period of Performance for which it is estimated the allotted amount(s) will cover are as follows:

CLIN	Cost	Est Fee	CPFF	Est Date Funded Through
7000	████	████	████	2/2/2019
7050	\$0	\$0	\$0	2/1/2019
9000	\$0	\$0	\$0	

9050	\$0	\$0	\$0	
Total Base	██████	██████	██████	
7100	\$0	\$0	\$0	2/1/2020
7050	\$0	\$0	\$0	2/1/2020
9100	\$0	\$0	\$0	
9050	\$0	\$0	\$0	
Total Option 1	\$0	\$0	\$0	
7200	\$0	\$0	\$0	2/1/2021
7050	\$0	\$0	\$0	2/1/2021
9200	\$0	\$0	\$0	
9050	\$0	\$0	\$0	
Total Option 2	\$0	\$0	\$0	
7300	\$0	\$0	\$0	2/1/2022
7050	\$0	\$0	\$0	2/1/2022
9300	\$0	\$0	\$0	
9050	\$0	\$0	\$0	
Total Option 3	\$0	\$0	\$0	
7400	\$0	\$0	\$0	2/1/2023
7050	\$0	\$0	\$0	2/1/2023
9400	\$0	\$0	\$0	
9050	\$0	\$0	\$0	
Total Option 4	\$0	\$0	\$0	
Total	██████	██████	██████	

(b) The parties contemplate that the Government will allot additional amounts to this Task Order from time to time for the incrementally funded CLINs/SLINs by unilateral task order 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).

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

(a) The Contractor agrees that a partial basis for award of this Task Order is the list of Key Personnel proposed. Accordingly, the Contractor agrees to assign to this Task Order those Key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the Task Order. The Contractor agrees that during the first ninety (90) days of the Period of Performance no Key Personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. 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;





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Section H.5. However, in order to expedite task order administration, Contractor format may be used providing that sufficient information is submitted for an independent comparison of the individual's qualifications with Labor Category requirements.

(c) If the employee is not a current employee of the Contractor (or a Sub-contractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.222-54	Employment Eligibility Verification	OCT 2015
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.228-7	Insurance - Liability to Third Persons	MAR 1996
52.237-2	Protection of Government Buildings, Equipment and Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.249-14	Excusable Delays	APR 1984
252.204-7008	Compliance With Safeguarding Covered Defense Information	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.211-7007	Reporting of Government Furnished Property	AUG 2012
252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997
252.225.7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225.7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	JUN 2015
252.227-7013	Rights in Technical Data-- Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.228-7003	Capture and Detention	DEC 1991
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JUN 2013

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252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.246-7008	Sources of Electronic Parts	DEC 2017

**All clauses in the Offeror's MAC contract apply to this Task Order, except for the following:**

52.222-41  
52.222-43  
52.222-55  
52.227-3  
52.227-13  
252.246-7001 Alternates I & II

**Note:** Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

The resultant Task Order will be considered non-commercial; therefore, the commercial clauses identified in Section I of the Offeror's MAC Contract do not apply.

**CLAUSES INCORPORATED BY FULL TEXT**

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

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

Item(s)	Latest Option Exercise Date
7050, 7100, 7199, 9050, 9100	No later than 12 months after the Task Order POP Start Date.

7150, 7200, 7299, 9150, 9200	No later than 24 months after the Task Order POP Start Date.
7250, 7300, 7399, 9250, 9300	No later than 36 months after the Task Order POP Start Date.
7350, 7400, 7499, 9350, 9400	No later than 48 months after the Task Order POP Start Date.
7450, 9450	No later than 60 months after the Task Order POP Start Date.

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

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

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

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid for work --

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

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

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

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

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

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

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including-

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

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

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

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

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## SECTION J LIST OF ATTACHMENTS

Exhibit A - DD Form 1423 (CDRLs)

Attachment J.1 - DD 254

Attachment J.2 - List of Allowable Materials (Test Equipment)

Attachment J.3 - List of Allowable Materials (Repair & Modernization ODCs)

Attachment J.4 - COR Appointment Letter

## DISTRIBUTION

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