

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
03

3. EFFECTIVE DATE
19-Apr-2016

4. REQUISITION/PURCHASE REQ. NO.
1300562459

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00164

7. ADMINISTERED BY (If other than Item 6) CODE

S3605A

NSWC, CRANE DIVISION
300 Highway 361 - Building 3373
Crane IN 47522-5001
XXXXXXXXXXXX @navy.mil 812-854-3309

DCMA DAYTON
AREA C, BUILDING 30, 1725 VAN PATTON
DRIVE
WRIGHT-PATTERSON AFB OH 45433-5302

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Tri Star Engineering
3000 W. 16th Street
Bedford IN 47421-3332

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4146-FC24

10B. DATED (SEE ITEM 13)

16-Mar-2016

CAGE CODE
03WZ3

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

XXXXXXXXXX Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY XXXXXXXXX

19-Apr-2016

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to provide incremental funding (1). Accordingly, said Task Order is modified as follows:

The total potential amount of this task order remains XXXXXXXXXXXX

Funding Information:

Refer to Section B and G of the task order for incrementally funded SLIN and ACRN additions. The total funded amount currently available for payment is hereby increased by \$XXXXX from XXXXXX to XXXXXXXX

Limitation of Funds:

The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of XXXXXX unless additional funds are made available and are incorporated as a modification to this task order.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001AG	WCF	XXX XXX		

The total value of the order is hereby increased from \$XXXXXXXX by \$XXXXXXX to \$XXXXXXXX

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7001AG	XXX XXX		

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

CLIN/SLIN	From	To
7001AG		4/1/2016 - 8/31/2016

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 1 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW Herein. Base Year 1 Labor. (Fund Type - TBD)	38222.0	LH	XXXXXXXX		XXXXXXXX
7001		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.					XXXXXXXX
7001AA	R425	Funding in support of TI-01 (Facility Strategic Planning Support). (WCF)	1.0	LO	XXXXXXXX		XXXXXXXX
7001AB	R425	Funding in support of TI-02 (Facility Tactical Support). (WCF)	1.0	LO	XXXXXXXX		XXXXXXXX
7001AC	R425	Funding in support of TI-03 (Facility Equipment Support). (WCF)	1.0	LO	XXXXXXXX		XXXXXXX
7001AD	L045	Funding in support of TI-05 (US Army Unmanned Aircraft Systems MTS Payloads Sky Warrior Program). (WCF)	1.0	LO	XXXXXXXX		XXXXXXX
7001AE	R425	Funding in support of TI-04 (CAAA Facilities Support). (WCF)	1.0	LO	XXXXXXXX		XXXXXXXX
7001AF	L045	Funding in support of TI-05 (Facility Management Support). (WCF)	1.0	LO	XXXXXXXX		XXXXXXX
7001AG	R425	Funding in support of TI-06 (Facility Management Support for Information Technology Services). (WCF)	1.0	LO	XXXXXXXX		XXXXXXX
7100	R425	Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Base Year	3822.0	LH	XXXXXXXX	XXXXXXX	XXXXXXXX

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		1 Surge Labor. (Fund Type - TBD) Option					
7200	R425	Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 1 Labor. (Fund Type - TBD) Option	38222.0	LH	\$XXXXXXXXXX	\$XXXXXXX	\$XXXXXXXXXX
7300	R425	Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 1 Surge Labor. (Fund Type - TBD) Option	3822.0	LH	\$XXXXXXX	\$XXXXXXX	\$XXXXXXX
7400	R425	Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 2 Labor. (Fund Type - TBD) Option	38222.0	LH	\$XXXXXXXXXX	\$XXXXXXX	\$XXXXXXXXXX
7500	R425	Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 2 Surge Labor. (Fund Type - TBD) Option	3822.0	LH	\$XXXXXXX	\$XXXXXXX	\$XXXXXXX
7600	R425	Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis	38222.0	LH	\$XXXXXXXXXX	\$XXXXXXX	\$XXXXXXXXXX

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 3 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		and studies, technical data support, and data management support IAW SOW herein. Option Year 3 Labor. (Fund Type - TBD) Option					
7700	R425	Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 3 Surge Labor. (Fund Type - TBD) Option	3822.0	LH	\$XXXXXXXX	\$XXXXXXX	\$XXXXXXXX
7800	R425	Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 4 Labor. (Fund Type - TBD) Option	41036.0	LH	\$XXXXXXXXXX	\$XXXXXXX	\$XXXXXXXXXX
7900	R425	Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 4 Surge Labor. (Fund Type - TBD) Option	4104.0	LH	\$XXXXXXXX	\$XXXXXXX	\$XXXXXXXX

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		7999 Data in accordance with SOW and CDRLs A001-A023 and applicable DIDs. The price/cost for all data/tech data generated by the Contractor in the performance of this procurement effort is included in the price/cost paid by the Government under CLINS 7000-7900.	1.0	LO			NSP

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 4 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Cost in support of CLIN 7000 IAW SOW herein. Base Year 1 ODC. (Fund Type - TBD)	1.0	LO	\$XXXXXX
9001					\$XXX
9100	R425	Other Direct Cost in support of CLIN 7000 IAW SOW herein. Base Year 1 SURGE ODC. (Fund Type - TBD)	1.0	LO	\$XXXXXX
		Option			
9200	R425	Other Direct Cost in support of CLIN 7200 IAW SOW herein. Option Year 1 ODC. (Fund Type - TBD)	1.0	LO	\$XXXXXX
		Option			
9300	R425	Other Direct Cost in support of CLIN 7200 IAW SOW herein. Option Year 1 SURGE ODC. (Fund Type - TBD)	1.0	LO	\$XXXXXX
		Option			
9400	R425	Other Direct Cost in support of CLIN 7400 IAW SOW herein. Option Year 2 ODC. (Fund Type - TBD)	1.0	LO	\$XXXXXX
		Option			
9500	R425	Other Direct Cost in support of CLIN 7400 IAW SOW herein. Option Year 2 SURGE ODC. (Fund Type - TBD)	1.0	LO	\$XXXXXX
		Option			
9600	R425	Other Direct Cost in support of CLIN 7600 IAW SOW herein. Option Year 3 ODC. (Fund Type - TBD)	1.0	LO	\$XXXXXX
		Option			
9700	R425	Other Direct Cost in support of CLIN 7600 IAW SOW herein. Option Year 3 SURGE ODC. (Fund Type - TBD)	1.0	LO	\$XXXXXX
		Option			
9800	R425	Other Direct Cost in support of CLIN 7800 IAW SOW herein. Option Year 4 ODC. (Fund Type - TBD)	1.0	LO	\$XXXXXX
		Option			
9900	R425	Other Direct Cost in support of CLIN 7800 IAW SOW herein. Option Year 4 SURGE ODC. (Fund Type - TBD)	1.0	LO	\$XXXXXX
		Option			

CNIN-NOTICE-0002 NSWC CRANE GENERAL PROCUREMENT INFORMATION (APR 2014)

1. BUSINESS HOURS

NSWC Crane Division allows flexible working hours for its employees. The core time when all employees are scheduled to work is 9:00 am to 3:00 pm (local time).

2. TAX EXEMPTION

Section 39(A) and Section 6 of the Indiana Gross Income Tax Act of 1933, specifically exempts NSWC Crane Division as a

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 5 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

government activity from any payment of sales and use taxes.

The assigned Exemption Number is 0018103400015

3. VENDOR SURVEY

NSWC Crane Contracting Department's mission is to provide responsive, best-value contracting and acquisition support for all customers, accomplished in partnership with industry, academia, and other Government activities, while maintaining the public's trust and fulfilling public policy objectives. In an effort to continually improve our services, the Contracting Office is conducting a survey of our vendors. Your comments will help us determine if we are accomplishing our mission and provide recommendations for ways to improve our processes. Please consider taking the time to complete the survey which can be accessed at the following address:

<http://www.navsea.navy.mil/nswc/crane/working/contracting/Lists/ Vendor Survey/overview.aspx>.

4. NSWC CRANE VISITOR INFORMATION: PORTABLE ELECTRONIC DEVICE POLICY

NSWC Crane has implemented full compliance with the NAVSEA Access and Movement Control Instruction 5510.2C, dated 7 August 2012, which restricts the use of portable electronic devices (PEDs) in all NAVSEA spaces. In accordance with NSWC Crane Policy Letter 14-02 dated 20 March 2014, all government civilian, military and contractor personnel assigned to NSWC Crane and all visitors are prohibited from bringing any device or equipment capable of recording, transmitting or exporting photographic images or audible information of any kind into NSWC Crane spaces. This policy prohibits all personal electronic devices other than personal cell phones. For the purpose of this policy, "spaces" include outdoor ranges and test areas. NSWC Crane areas will be clearly marked. Prohibited devices include: MP3 players, e-readers, digital recording devices, laptop and tablet computers, and/or other electronic devices not provided by the government or specifically authorized. One-way pagers are allowed for fire, safety and security purposes. These devices can be used in non-NSWC Crane areas.

5. RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry. A new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

For contracts which include the FAR 52.204-9 Personal Identity Verification of Contractor Personnel or will otherwise require frequent access to the Naval Support Activity (NSA)/NSWC Crane site, contractors should consider taking advantage of the benefits available from the RAPIDGate program. A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer.

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is Jon Thomas, and can be reached at

Jon.M.Thomas@Navy.mil or at 812-854-5642.

Additional information is available at <http://www.rapidgate.com/rapidgate>

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.

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 6 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(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 COSTS OR LIMITATION OF FUNDS LANGUAGE

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

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

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

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

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)

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 7 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

This entire contract is cost type.

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 8 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 SCOPE

This Statement of Work (SOW) sets forth the requirements for non-personal engineering, technical and management services for the facility functions at Naval Support Activity Crane (NSA Crane, Host Command) in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support. These services are in support of the facility program support services performed and managed by Naval Surface Warfare Center (NSWC), Crane Division Infrastructure Services Division of the Corporate Operations Department and Crane Army Ammunition Activity (CAAA), and their supported tenants.

It is the intent to provide through an NSWC Crane managed contract, a level of effort tasking that will include business and infrastructure requirements planning and program support. Tasking shall include support for design, data entry, IT support, documentation, inspection and survey for future facility planning requirements. The support shall include the development of manufacturing and engineering facilities technical support services.

1.1 BACKGROUND

The mission of the NSWC Crane Infrastructure Services Division is to ensure all operations conducted at NSWC Crane, including its external activities at Lake Glendora Sullivan IN, Fallbrook, CA, and Hawthorne, NV have adequate infrastructure to efficiently perform tasking. NSA Crane is a XXXX acre facility with approximately 300 buildings assigned to NSWC Crane and 2000 buildings XXXX assigned to CAAA. The majority of the CAAA buildings are unoccupied magazines. The facility footprint includes approximately 2M square feet of occupied space for NSWC Crane and 2.5M square feet of total occupied space supported on this contract.

1.2 Applicable Paragraphs

This Task Order (TO) applies to the following SOW paragraphs of the basic SeaPort Enhanced (Seaport-e) Multiple Award Contract (MAC):

- 3.2 Engineering, System Engineering, and Process Engineering
- 3.15 Measurement Facilities, Range and Instrumentation Support
- 3.20 Program Support

2.0 APPLICABLE DOCUMENTS

The following documents of the revision or issue in effect at the date of Order, or as otherwise specified by the TI, form a part of this SOW for reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 9 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

2.1 Specification – Mandatory Compliance

Document Number	Title
NAVSEA OP-5 Vol 1	Ammunition and Explosive Ashore Safety

2.2 Standards - Mandatory Compliance - NA

2.3 Other Publications and Regulations - NA

2.4 Instructions and Directives

NSACRANEINST 5100.23A	Asbestos Program
NSWCCRANEINST 5100 5A, 20	Traffic Safety
IAW NSWCCRANEINST 5720.1	Release of Technical Papers and Documents to the Public
OPNAV.11010.20H	Navy Facilities Projects

3.0 REQUIREMENTS

3.1 Research and Development Support- N/A

3.2 Engineering, System Engineering, and Process Engineering Support

The contractor shall under no circumstances perform architect-engineering support services.

3.2.1 Planning Support Services

The Contractor shall maintain verbal interface with NSWC Crane and CAAA RTA's, and with NAVFAC as required on status of actions assigned; provide analysis and recommendations; and implement Government approved recommendations.

3.2.2 Basic Facilities Requirements (BFR) Data Collection and Reporting

Facility construction and major renovation projects require a Basic Facilities Requirements (BFR) report be completed in order to justify the square footage scope of the project. The style of BFR required is determined by the category code of the facility. NAVFAC UFC 2-000-05N criteria shall be used to determine the type of BFR required. The Contractor shall prepare a BFR using data collected by direct observation and measurement as well as Government Furnished Information (GFI). The Government must approve the BFR development rationale and format before data collection can begin. The Contractor shall define facility requirements and develop or add to an existing database for mapping the Division. The contractor shall enter information into the database including record number; organization code; category codes; technical center; building number; area; item description; size and area; quantity; gross floor area and other factors. Report format will be by organization; category code; technical centers; areas; buildings or rooms. The Contractor shall provide a written final report that documents the rationale/method used to determine the BFR including any assumptions made in the process (CDRL A008).

3.2.3 Miscellaneous Facilities Requirements, Data Collection, and Reporting

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 10 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The Contractor shall perform data collection and analysis for facility planning in accordance with OPNAVINST 11010.20G; NAVFACINST 11010.44E; and NAVFAC UFC 2-000-05N. This effort shall include inventory management to include: data collection, supplementing, updating, verifying, validating, maintaining, and analyzing existing data required to support facility management and planning functions. This shall include portfolio data management which may require information technology support.

3.2.4 Floor Plans, Layouts and System Furniture Requirement

The Contractor shall design office and/or laboratory floor plans, layouts, and system furniture designs for a given facility project requirement. The contractor shall provide AutoCAD drawings for requested floor plans, layouts, and/or systems furniture design (CDRL A009). The contractor shall provide an inventory of materials for systems furniture on all requirements for system furniture layouts (CDRL A015).

3.2.5 Cost Estimates

The Contractor shall provide a parametric means based cost estimate (CDRL A007) for specific facility projects including renovations, new construction, demolition, relocations, and facility modifications as specified. The contractor shall use Econ Pak, Microsoft Estimator, or alternate software as approved by the government. The government will approve report format, markups, and contingencies used.

3.2.6 Engineering Evaluations

A Microsoft Access database shall be provided as GFI. Utilizing the access database by category code, the contractor shall perform engineering evaluations of existing assets. The contractor shall verify and/or update plant account data, property record cards, engineering evaluation worksheets, and other facility planning data as necessary. The Contractor shall review methods to access the data with the Government. The Government will ensure the contractor has access/authority into the Internet Navy Facility Assets Data Store (INFADS) database.

3.2.7 Presentation Materials

The Contractor shall create, format, and design materials to be used for various Facility Master Plan related projects and plans including brochures, informational booklets, PowerPoint briefs, and posters (CDRL A010). The Government will approve all designs and format. The Government will produce physical copies of all material through DLA Document Printing Services; contractor will not be responsible for costs associated with printing physical copies. The Contractor shall provide formal preparation of meeting minutes when required (CDRL A012).

3.2.8 Site Approvals

The Contractor shall gather the basic requirements from the customer of the specific project and determine the feasibility of establishing the desired new or altered facility at Crane including prime locations and alternate locations if applicable. The Contactor shall ensure the proposed

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 11 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

facility or altered facility is in accordance with the Ordnance Master Plan, provided as GFI.

3.2.9 Facility Engineering Studies

The Contractor shall conduct engineering studies of facilities including campus design, building layouts, high level building system designs, and other facility engineering studies. Contractor shall collect requirements information for potential facility investments, prepare associated cost estimates, and provide an assessment as to which alternative best solves a facility requirement.

3.2.10 Space Allocation

The Contractor shall provide research, analysis, and recommendations for alternatives for interim space allocation responsibilities and urgent space requests, including layouts and cost analysis IAW NAVFAC UFC 2-000-05N and NSACRANEINST 11010.1, Activity Space Management.

3.2.11 Reports, Drawings, Maps, and Other Documentation Support

The Contractor shall utilize GFI to research, analyze and prepare responses to miscellaneous data calls and customer requests, including generating/providing drawings and/or maps as required (CDRL A009). The Contractor shall research existing data sources to verify accuracy and status of data inputs, and return the documents for Government disposition. The Contractor shall provide technical analysis, coordination and assistance for preparation of technical project documentation. The Contractor shall provide program analysts with technical knowledge related to infrastructure to organize, display and present business facility planning information so that it can be accessed quickly and easily. This will include developing and maintaining status reports; organizing and filing site approvals; organizing and filing information on MILCON projects and previously collected facility data, maps and building floor plans in a central facility planning repository.

3.2.12 Facility Planning

The Contractor shall provide project management by gathering the basic requirements from the sponsor of the project and developing proposed solutions for new or altered facilities to meet the basic requirements. The Contractor shall ensure that the proposed solution meets all Master Planning initiatives such as environmental, explosive safety, safety, and security. The contractor shall prepare an Operational Narrative document describing the process that will be a part of the new or altered facility (CDRL A006).

3.2.13 Facility Health Assessment

The Contractor shall provide annual updates of the Facility Health Assessment. The Contractor shall update data by using NSWC generated business analytics. Data is assessed by division technical capability and facility usage based on lab and office space designated by building and square footage. The Contractor shall upload data to a spreadsheet that is distributed to other warfare centers.

3.3 Modeling, Simulation, Stimulation, and Analysis Support - N/A

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 12 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- 3.4 Prototyping, Pre-Production, Model-Making and Fabrication Support - N/A**
- 3.5 System Design Documentation and Technical Data Support - N/A**
- 3.6 Software Engineering, Development, Programming, and Network Support - N/A**
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support - N/A**
- 3.8 Human Factors, Performance, and Usability Engineering Support - N/A**
- 3.9 System Safety Engineering Support - N/A**
- 3.10 Configuration Management (CM) Support - N/A**
- 3.11 Quality Assurance (QA) Support – N/A**
- 3.12 Information System (IS) Development, Information Assurance (IA) and Information Technology (IT) Support – N/A**
- 3.13 Inactivation and Disposal Support - N/A**
- 3.14 Interoperability, Test and Evaluation, Trials Support - N/A**
- 3.15 Measurement Facilities, Range and Instrumentation Support**
 - 3.15.1 Equipment Management**

The contractor shall provide equipment management support (CDRL A011). Tasking shall include establishing a corporate equipment knowledge base. Information concerning the acquisition, maintenance and use of equipment throughout NSWC Crane will be collected and analyzed. This information will be used to create and maintain a corporate equipment investment and utilization strategy. A preventative maintenance program and equipment lifecycle knowledge base is required. The Government Enterprise Resource Planning (ERP) software will be used as the primary data source to change information and shall be vetted through the property management team for approval. The contractor may be required to provide IT software development to aid in the collection and organization of data.
 - 3.15.2 Manufacturing and Engineering Facilities Technical Support**

The Contractor shall prepare technical documentation and recommendations in support of facility utilization. This support includes research and documentation of the best management practices, standard operating procedures, most efficient method of operation and space optimization (CDRL A013). It is anticipated that both NSWC Crane and CAAA will receive support under this paragraph.
- 3.16 Logistics Support- N/A**
- 3.17 Supply and Provisioning Support- N/A**
- 3.18 Training Support – N/A**

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 13 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support- N/A

3.20 Program Support

3.20.1 Program Management

Program Management requirements include weekly and monthly collaboration as needed with COR, and RTA to identify resource needs and timelines for government workload and tasking to ensure timeliness of project execution. The Program Manager shall apply the business management, financial management and technical disciplines required to support planning, organizing and staffing and report any know deficiencies or anticipated schedule delays to the RTA and COR. In addition, the Contractor shall develop, implement and maintain a standardized method of tracking and reporting technical and financial information concerning the progress and status of each TI and subtask issued under this TO (CDRL A001).

3.21 Functional and Administrative Support- N/A

3.22 Public Affairs and Multimedia Support – N/A

4.0 Government Owned Property

For work required to be performed outside NSWC Crane work areas the contractor will be solely responsible for all necessary equipment and access costs, unless otherwise specified in section 4.0 as a Government furnished item.

4.1 Government Furnished Information (GFI). The Government will provide all applicable technical documentation and information to the contractor as GFI. This includes technical manuals, training materials and information, drawings, specifications, procedures, processes, and quality system documents required for the performance of engineering, logistics, and technical support. Additional GFI will be provided at the discretion of the Government. GFI will be identified as required utilizing NAVSEA 4340/2 Government Furnished Information Form, Attachment 2, in Section J.

4.2 Government Furnished Property (GFP). GFP will be provided when the contractor has a requirement for special or specific Government material/equipment in the performance of specific tasking. GFP will be identified as required utilizing Scheduled Government Furnished Property (SGFP) Form, Attachment 5, in Section J.

4.3 Government Furnished Facilities (GFF). The Government will only provide Contractor personnel NMCI owned/Government owned equipment (personal computer/printer with appropriate software (i.e., Microsoft Office) and a work area (desk and use of telephone with long distance/voice mail capability) for those positions identified as being located at a Government location upon contract award and/or when directed by TI. These equipment/facilities shall only be utilized for official Government business.

4.4 Government Owned Vehicles.

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 14 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The Government will provide contractor access and authorization to operate Government owned vehicles to and from buildings within the NSWC Crane confines, if authorized under the applicable TI. Government provided vehicles shall be used solely for the purposes as described in this SOW. All drivers must present proof of valid operator driver's license prior to operating a government vehicle. The contractor shall operate motor vehicles IAW NSWCCRANEINST 11240.1. In the event a GOV is not available, contractors may be required to drive POV's up to 100 miles per year and will be reimbursed IAW local travel policy. POV payment will only be authorized if GOV is not available.

Authorization to drive Government owned/leased vehicles and operate Government owned materials handling equipment, such as overhead cranes and forklifts, will be specifically authorized when applicable. All contractor personnel operating Government vehicles/handling equipment shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government manager and the Contracting Officer.

4.5 Return of Government Furnished Items.

All GFI, GFP provided or acquired by the contractor shall be returned to the responsible Requiring Technical Activity (RTA) upon completion of assigned tasking.

5.0 Data Deliverables

All data deliverables shall be created as specified and in the Contractor format unless otherwise directed. All deliverables shall be submitted to the COR referenced in Section G.

CDRL: A001

DID Number: DI-MGMT-80227

DID Title: Contractor's Progress, Status & Management Report

CDRL: A002

DID Number: DI-MISC-80508B

DID Title: Technical Report – Study/Services - (Trip Report)

CDRL: A003

DID Number: DI-FNCL-80331A

DID Title: Funds and Labor Hour Expenditure Report- (Red-Yellow-Green Report)

CDRL: A004

DID Number: DI-FNCL-81537

DID Title: Funds Man-Hours Expenditure Report - (TI Monthly Labor Hour Report)

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 15 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CDRL: A005

DID Number: DI-MGMT-81596

DID Title: Contractor Roster

CDRL: A006

DID Number: DI-MISC-80508B

DID Title: Technical Report - (Operational Narrative)

CDRL: A007

DID Number: DI-FNCL-81116

DID Title: Cost Estimates

CDRL: A008

DID Number: DI-MISC-80048

DID Title: Technical Report (Rationale/Method for BFR)

CDRL: A009

DID Number: DI-MISC-81489

DID Title: Real Property Facilities as Built Drawings

CDRL: A010

DID Number: DI-ADMN-81373

DID Title: Presentation Material

CDRL: A011

DID Number: DI-MGMT-80214B

DID Title: Inventory of Materials

CDRL: A012

DID Number: DI-ADMN-81505

DID Title: Meeting Minutes

CDRL: A013

DID Number: DI-MISC-80048B

DID Title: Technical Report – Study/Services (Technical Facilities Report)

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 16 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6.0 Security

The work to be performed under this TO as delineated in the attached DD Form 254, involves access to, handling of, and generation of classified material up to and including the Secret level. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DoD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The Contractor shall be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user ids or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all required employees have proper authority. All classified material shall be processed and protected IAW the provisions of this SOW and all required instructions and directives in effect concerning the processing of classified material. U.S. Citizenship is required for all positions.

6.1 Travel Requirements

The Contractor may be required to travel within the CONUS. All travel requests for Contractor's travel will be authorized by the COR identified in Section G. Approved travel must be specified within the TI. The Contractor shall submit a trip report to the technical points of contact for all travel performed no later than two weeks after completion of the trip (CDRL A002).

The table below provides offerors with an estimated number of trips and destinations based upon historical information.

Destination	Estimated # of trips				
	Year 1	Year 2	Year 3	Year 4	Year 5
NSA Crane	300	300	300	300	304
Dahlgren, VA	2	2	2	2	2
Carderock, CA	2	2	2	2	2
Corona, CA	2	2	2	2	2
Fallbrook, CA	2	2	2	2	2
Hawthorne, NV	2	2	2	2	2
Newport, VA	2	2	2	2	2
Houston, TX	0	0	0	0	4

6.1.1 Travel Authorization

Any travel undertaken by the Contractor for performance of TO must have prior authorization by the COR (as stated in each TI).

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 17 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6.2 Need-to-Know Certification

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these request to/through the COR for appropriate action.

6.3 Funding

This task order will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN. The Contractor shall notify the Contracting Officer in writing when the contractor has spent 75% of funding (CDRL A003).

6.4 Safety and Health

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The Contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The Contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

6.5 Hazardous Materials

The Contractor will provide personnel responsible for the handling of the hazardous materials and the respective Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials IAW NSACRANEINST 4570.1F and NSAINST/NSWCCRANEINST/NAVFACMWINST, Hazardous Materials Control and Management Program and NSA/NSWCCRANEINST 5090.21A, Environmental Internal Assessment.

6.6 Control of Contractor Personnel

The Contractor shall provide a Contractor Roster that lists the employee names and TI the employee is tasking (CDRL A005). The Contractor shall also comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. 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 Crane Division 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 contract 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 that Government employees are held to. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, and job titles. This list shall be updated within forty eight hours after changes occur.

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 18 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6.7 Identification Badges

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on the requiring activities 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 Crane Division Security Department within forty eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

6.8 Accident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the COR immediately after incident occurs.

6.9 Smoking Regulations

Smoking on Government property shall be in approved areas only IAW NAVFAC P 1021. Smoking in vehicles is prohibited.

6.10 Release of Information

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO shall not be disclosed by any means without prior approval of the authorized representative of the KO. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

6.11 Privacy Act

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.12 Damage Reporting

The Contractor shall maintain an accurate record of and shall report to the COR all damages to Government Furnished Equipment, Material, and Facilities as prescribed by OPNAVINST 5102.1.

6.13 Non-Personal Services

The Government will neither supervise contractor employees nor control the method by which

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 19 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor 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 (PCO) immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

6.14 Investigations

Contractor employees located on Government property shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

6.15 Government Observations

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

6.16 Key Control

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the government are not lost or misplaced and are not used by unauthorized persons, no keys issued to the Contractor by the government shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be IAW the key control requirements set forth in applicable regulations.

6.17 Compressed Work Schedule

The Contractor may be permitted to utilize a compressed work schedule for their employees working at NSWC Crane Division if specified on individual TI. A compressed work schedule allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0630 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1500 and 1730. The Contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The Contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the contractor will be notified by the COR of any permanent or temporary exceptions. All labor

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 20 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

hours are to be reported on a monthly basis (CDRL A004).

6.17.1 Flextime

The Contractor may be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flextime schedule allows a starting time between the hours of 0630 and 0900, with a quitting time eight and one-half hours after the clock-in time (1500 to 1730). The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the contractor will be notified by the COR of any permanent or temporary exceptions.

Contractor support for CAAA tasking may be required to work an alternative schedule consisting of four (4) ten (10) hour days per week. The COR shall be notified if this schedule will be required.

6.17.2 Closed Days

All closed days will be designated by the Commanding Officer, NSWC, Crane Division. Closed days will be associated with holidays, National Security and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time shall be charged IAW respective offerors CAS Disclosure Statement.

6.17.3 Inclement Weather

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

6.17.4 Holidays

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day Birthday of Martin Luther King, Jr.

President's Day Memorial Day

Independence Day Labor Day

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 21 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Columbus Day Veteran's Day

Thanksgiving Day Christmas Day

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor IAW the practice as observed by the assigned Government employees at the using activity.

6.18 Continuous Improvement

The contractor shall support the NSWC Crane Continuous Improvement program. The Contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The Contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

6.19 Information Non-Disclosure

Contractor personnel may be required to sign Non-Disclosure Agreements as applicable to specific SOW tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

6.20 Existing Conditions

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any allowable, allocable, and reasonable costs the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

6.21 Post Award Meetings

- (a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at Task Order award).
- (b) The contractor will be given at least five 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) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 22 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.

7.0 Place of Performance

The Contractor shall provide personnel to perform the majority of tasking at NSA Crane/NSWC Crane (Crane, IN). Additional locations for minor assigned tasking will include Sullivan, IN; Fallbrook, CA; and Hawthorne, NV. It is anticipated that off-site contractors will be required, on occasion, to attend meetings at Nellis AFB, NV, NSWC Crane, MDA offices in both Huntsville, AL and Washington D.C.

All telework requests must be submitted to the Contracting Officer for approval as well as the contractor's telework policy. The contractor's corporate office external to NSWC Crane work-site is not considered a telework site.

8.0 Performance Standards

As a performance based acquisition for engineering, technical and management support services, the requirements are structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) identified as Attachment 3 to the RFP. Performance standards are required to be met for each of the identified Task Requirements.

HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA)(SEP 1992)The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit 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 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

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 23 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No. N00024-16-R-3056

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

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT -

ALTERNATE II (NAVSEA) (SEP 2009)

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

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

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 24 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc. (b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

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

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

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

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

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

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

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 25 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

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

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 26 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

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

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

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

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

HQ C-2-0041 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA)(APR 2015)

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 27 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(1) DOD Instruction 5330.03, Defense Logistics Agency (DLA) Document Services of February 8, 2006

(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and;

(3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the DLA Document Services in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives, camera-ready copies or digital media (CD/DVD)) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DLA Document Services and with the designated Contract Administration Office for printing and binding which shall include:

- (i) Citation of contract number;
- (ii) Security classification of materials to be printed;
- (iii) Establishment of a schedule for printing, including estimated delivery date to DLA Document Services;
- (iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;
- (v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DLA Document Services;
- (vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;
- (vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 28 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

plastic comb/wire bound, loose leaf, screw posts, etc.); and

(viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).

(ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DLA Document Services or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DLA Document Services location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DLA Document Services. All transportation charges are paid to DLA Document Services or a contract printer designated by DLA Document Services.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print or digital media (CD/DVD) of the diagram to the DLA Document Services with a guide indicating the color of each line. DLA Document Services, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DLA Document Services will correct any errors and print the corrected composite diagram.

(4) DLA Document Services will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DLA Document Services will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DLA Document Services will pack and ship the material used for printing to the DLA Document Services, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DLA Document Services in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DLA Document Services to date of shipment of printed material from DLA Document Services.

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 29 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Printing	Minimum number of working Days required by DLA Document Services
Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DLA Document Services exceeds the delivery requirements established in accordance with paragraph (c) (1) (iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DLA Document Services or a printer under contract to DLA Document Services; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DLA Document Services or a printer under contract to DLA Document Services.

(f) The costs of printing, binding, packing and shipping by DLA Document Services of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DLA Document Services or a contract printer designated by DLA Document Services) shall be borne by the Government.

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

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

CNIN-NOTICE-0003 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services under this contract for the Naval Surface Warfare Center, Crane Division via a secure data collection site. Contracted services excluded from reporting are based

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 30 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) S, Utilities ONLY;

(5) V, Freight and Shipping ONLY. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 31 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract.

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

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

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

(Name of Requiring Activity)

(City and State)

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 32 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified.

CLAUSES INCORPORATED BY REFERENCE:

FAR 52.246-3 Inspection of Supplies - Cost Reimbursement (MAY 2001)

FAR 52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

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

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

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

Item(s) 7999 inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 33 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	3/16/2016 - 3/15/2017
7001AA	3/24/2016 - 3/15/2017
7001AB	3/24/2016 - 3/15/2017
7001AC	3/24/2016 - 3/15/2017
7001AD	4/5/2016 - 9/30/2016
7001AE	3/16/2016 - 3/15/2017
7001AF	4/5/2016 - 9/30/2016
7001AG	4/1/2016 - 8/31/2016
9000	3/16/2016 - 3/15/2017

CLIN - DELIVERIES OR PERFORMANCE

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

ITEM(S) FROM - TO

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

7000	3/16/2016 - 3/15/2017
7001AA	3/24/2016 - 3/15/2017
7001AB	3/24/2016 - 3/15/2017
7001AC	3/24/2016 - 3/15/2017
7001AD	4/5/2016 - 9/30/2016
7001AE	3/16/2016 - 3/15/2017
7001AF	4/5/2016 - 9/30/2016
7001AG	4/1/2016 - 8/31/2016
9000	3/16/2016 - 3/15/2017

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

7100	3/16/2016 - 3/15/2017
7200	3/16/2017 - 3/15/2018
7300	3/16/2017 - 3/15/2018
7400	3/16/2018 - 3/15/2019

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 34 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7500	3/16/2018 - 3/15/2019
7600	3/16/2019 - 3/15/2020
7700	3/16/2019 - 3/15/2020
7800	3/16/2020 - 3/15/2021
7900	3/16/2020 - 3/15/2021
9100	3/16/2016 - 3/15/2017
9200	3/16/2017 - 3/15/2018
9300	3/16/2017 - 3/15/2018
9400	3/16/2018 - 3/15/2019
9500	3/16/2018 - 3/15/2019
9600	3/16/2019 - 3/15/2020
9700	3/16/2019 - 3/15/2020
9800	3/16/2020 - 3/15/2021
9900	3/16/2020 - 3/15/2021

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

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

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 35 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this TO, unless otherwise specified in this TO.

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.

FAR 52.216-8 Fixed Fee (Jun 2011)

- (a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.
- (b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$XXXXX whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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/>

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 36 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

COST VOUCHER

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

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

N/A

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N00164
Admin DoDAAC	S3605A
Inspect By DoDAAC	*
Ship To Code	*
Ship From Code	*
Mark For Code	*
Service Approver (DoDAAC)	N00164
Service Acceptor (DoDAAC)	N00164
Accept at Other DoDAAC	*
LPO DoDAAC	*

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 37 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

DCAA Auditor DoDAAC	*
Other DoDAAC(s)	*

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

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

Contracting Officer’s Representative: Maggie Williams

(g) *WAWF point of contact.*

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

Daniel Davis email: Daniel.w.davis1@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.

HQ G-2-0003 CONTRACTING OFFICER’S REPRESENTATIVE

CONTRACTING OFFICER’S
REPRESENTATIVE:

COMMANDER
NSWC Crane Division
ATTN: XXXXXXXXXXXX
300 Hwy 361
Crane, IN 47522

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 38 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Tel: (812) 854-3196_

Email: XXXXXXXXXXXX [@navy.mil](mailto:XXXXXXXXXX@navy.mil)
XXXXXXXXXXXX

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

COMMANDER

NSWC Crane Division

ATTN: XXXXXXXXXXXXXXXXXXXX

300 Hwy 361

Crane IN 47522

Tel: (812) 854-3309

Email: XXXXXXXXXXXXXXXXXXXX [@navy.mil](mailto:XXXXXXXXXX@navy.mil)

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

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

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

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 39 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CNIN-G-0001 Invoicing Documentation for Cost Vouchers (July 2015)

Supporting cost voucher documentation in Wide Area Workflow (WAWF) shall be provided in contractor specified format and shall include the following information. This level of detail is required at both the job order (JO) or task order (TO) level and Technical Instruction (TI) level. The supporting data should clearly reflect the JO/TO and TI number for which it applies. For other than firm fixed price subcontracts, subcontractors are also required to provide the same level of supporting detail as the prime contractor. Supporting documentation may be encrypted before submission to the prime contractor for WAWF cost voucher submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR) as required. Failure to comply may result in an unfavorable CPARS rating in the area of regulation compliance.

Cost Elements	
Direct Labor	Total direct labor costs billed for current billing period and cumulative. This includes sub-contractor direct labor. If there are different labor pools, they should be included separately (e.g., on-site, off-site, prime, subK, etc).
Other Direct Costs	Total ODC costs billed for current billing period and cumulative
Indirect Costs	Total indirect costs billed for current billing period and cumulative. If there are different indirect pools, they should be included separately (e.g., Fringe, OH, G&A, etc.). The indirect pool percentage shall be included.
Fee	Total fee billed for current billing period and cumulative.
Invoice Subtotal	Sub-total costs billed for current billing period and cumulative.
Adjustments	Any adjustments to billed costs for current billing period and cumulative.
Invoice Total	Total costs billed for current billing period and cumulative.
Labor Detail (Prime and Subcontractor)	
Employee name	
Labor category	
Direct labor rate by employee	
Loaded labor rate by employee	
Current period hours (OT hours identified separately)	
Current period direct labor costs	
Cumulative hours (OT hours identified separately)	
Cumulative direct labor costs	
Non-Labor Detail – detail provided for current billing period only	
Travel	Destination, dates, traveler name, total trip costs (includes subK travel)
Material*	Detailed description of item and total item costs (includes subK material)
ODCs*	Covers items that are not material or travel (e.g., training, conference costs, etc). Detailed description of item and total item costs (includes subK ODC)
*Copies of invoices and/or receipts for Material/ODC purchases shall be included.	
CLIN/SLIN Detail – Information should be a cumulative total invoiced against each CLIN/SLIN	
CLIN/SLIN	SLIN being billed
ACRN	ACRN being billed
TO/TI	TO and/or TI number
Amount Funded	Amount funded on each SLIN
Current	Amount billed in current billing period
Cumulative	Cumulative amount billed against SLIN
Balance	Remaining balance on SLIN

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 40 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The highest level of security required under this contract is SECRET as designated on DD Form 254 attached hereto and made a part hereof.

CNIN-G-0014 PAYMENT STATUS INQUIRIES (DEC 2013)

The status of invoice payments can be obtained through MOCAS myInvoice at:

<https://myinvoice.csd.disa.mil/>

myInvoice is a web-based application developed specifically for contractors/vendors and Government/Military employees to obtain invoice status and payment data. It is an interactive web-based system, accessible 24 hours a day/7 days a week.

Follow the website instructions and download [“Getting Started with myInvoice”](#) to assist in the registration process.

If you require additional assistance with accessing myInvoice, effective 17 Jun 2013, contact the Columbus Accounting System Helpdesk (CASH) at CCO-CASH@DFAS.MIL or Toll Free at (855) 211-6308.

The status of invoice payments may also be obtained by contacting the DFAS Paying Office designated on the contract cover page. DFAS Paying Office Vendor Pay Customer Service offices are listed below:

F03000 DFAS Dayton 800-756-4571 - option 2, option 3

F67100 DFAS Limestone 800-756-4571 - option 2, option 3

HQ0105 DFAS Indianapolis 888-332-7366

HQ0131 DFAS Columbus Caps 800-756-4571 - option 2, option 2

HQ0248 DFAS Rome 800-553-0527

HQ0250 DFAS Rome 800-553-0527

HQ0251 DFAS Columbus Navy 800-756-4571 - option 2, option 4

HQ0302 DFAS Rome 800-553-0527

HQ0303 DFAS Rock Island 800-756-4571 - option 2, option 5

HQ0304 DFAS St. Louis 800-756-4571 - option 2, option 5

HQ0337 DFAS Columbus North 800-756-4571 - option 1

HQ0338 DFAS Columbus South 800-756-4571 - option 1

HQ0339 DFAS Columbus West 800-756-4571 - option 1

HQ0347 DFAS Indianapolis 888-332-7366

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 41 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

HQ0490 DFAS Indianapolis 888-332-7366

HQ0672 DFAS Rome 800-553-0527

M67443 DFAS Kansas City 800-756-4571 - option 2, option 4

N0024B Navy_ERP NAVSEA HQ 202-781-3145

N62828 Navy_ERP NSWC Crane cran_vendorpay@navy.mil

N64142 Navy_ERP NAWCAD 732-323-1082

(Patuxent River, Lakehurst and NAVAIR HQ)

N68732 DFAS Cleveland 800-756-4571 - option 2 and 4

(Now pays DFAS Charleston N68892, DFAS Pensacola N68566, DFAS San Diego N68688)

SL4701 DFAS Columbus EBS 800-756-4571 - option 2 and 2

SECTION G NOTES (SEP 2014)

1) ACCOUNTING DATA

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

2) SPECIAL INVOICE INSTRUCTIONS

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

3) TO ORDER RATES

The following rates have been approved for this TO.

Annual Labor Escalation: 1.50% per year

Maximum Pass-Thru Rate: 5% Fixed Fee on Subcontractor Costs, Total Pass-Thru amount not to exceed 8%.

Maximum Fee: 5% on Prime Costs

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 42 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

4) 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 proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this TO:

SAIC
IWON, LLC

Accounting Data

SLINID	PR Number	Amount
-----	-----	-----

BASE Funding **XX**
Cumulative Funding **XX**

MOD 01

7001AA 130055899000001 XXXXXX

LLA :

A1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003347805

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AB 130055899000002 XXXXXX

LLA :

A2 97X4930 NH1J 251 77777 0 050120 2F 000000 A10003347805

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AC 130055899000003 XXXXXX

LLA :

A3 97X4930 NH1J 251 77777 0 050120 2F 000000 A20003347805

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 01 Funding **XXXXXX**
Cumulative Funding **XXXXXX**

MOD 02

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 43 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7001AD 130056059400001

XXXXX

LLA :

A4 97X4930 NH1J 257 77777 0 050120 2F 000000 A00003358418

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AE 130056054800001

XXXXXX

LLA :

A5 97X4930 AA3A 065 MAAV 0 00INDO 0 000 25 12 43752 M35 1100 MIPR6FDAV75436 S12126

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AF 130056181200001

XXXXX

LLA :

A6 97X4930 NH1J 257 77777 0 050120 2F 000000 A00003366372

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 02 Funding XXXXXX

Cumulative Funding XXXXXX

MOD 03

7001AG 130056245900001

XXXXX

LLA :

A7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003370901

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 03 Funding XXXXX

Cumulative Funding XXXXXX

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 44 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
*	\$	\$	

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

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

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

* to be completed at time of award/modification

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APRIL 1999)

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

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

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

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the

"CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount

(including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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

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

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 45 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **193,924** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **0** man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **746** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

$$\text{Fee Reduction} = \text{Fee } (\underline{\text{Required LOE}} - \underline{\text{Expended LOE}})$$

Required LOE

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

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

(i) 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

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 46 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 47 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

THIS CONTRACT INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THIS/THESE ADDRESS (ES):

[HTTP://WWW.FARSITE.HILL.AF.MIL/](http://www.farsite.hill.af.mil/)

52.203-17	Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition On Contracting With Inverted Domestic Corporations	NOV 2015
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.222-19	Child Labor – Cooperation with Authorities And Remedies	JAN 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-55	Establishing a Minimum Wage for Contractors	DEC 2014
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.232-22	Limitation Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-3	Continuity of Services	JAN 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.245-1	Government Property	APR 2012
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	JAN 2015
252.204-7000	Disclosure of Information	AUG 2013
252.204-7005	Oral Attestation Of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	AUG 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7008	Only One Offer	OCT 2013
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 48 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014

**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.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
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CLIN 7200 & 7100	No later than 12 months after the TO Award date.
CLIN 7400 & 7300	No later than 24 months after the TO Award date.
CLIN 7600 & 7500	No later than 36 months after the TO Award date.
CLIN 7800 & 7700	No later than 48 months after the TO Award date.
CLIN 7900	No later than 60 months after the TO Award date.
CLIN 9200 & 9100	No later than 12 months after the TO Award date.
CLIN 9400 & 9300	No later than 24 months after the TO Award date.
CLIN 9600 & 9500	No later than 36 months after the TO Award date.
CLIN 9800 & 9700	No later than 48 months after the TO Award date.
CLIN 9900	No later than 60 months after the TO Award 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 (g) of the requirement of this contract entitled "LEVEL OF EFFORT", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 49 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

8.405-5 and 16.505(b)(2)(i)(F).*

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

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

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 \$335,483 (**authorized overtime is IAW offeror's proposal and includes prime and subcontractor burdened overtime**) 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

(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

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 50 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

Employee Class	Monetary Wage -- Fringe Benefits
30463 Technical Writer III	GS-11
30064 Drafter/CAD Operator IV	GS-8

FAR 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2014)

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

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 51 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship,

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 52 of 60	FINAL
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or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 53 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.244-2 SUBCONTRACTS (OCT 2010)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 54 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Aeronautics and Space

Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space

Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting

Officer's written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 55 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data

were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a- percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the

Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-O0001) (OCT 2015)

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 56 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 57 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,”

(see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts”, which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 58 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 59 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

CONTRACT NO. N00178-04-D-4146	DELIVERY ORDER NO. FC24	AMENDMENT/MODIFICATION NO. 03	PAGE 60 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1 Contract Security Classification Specification, DD Form 254

Exhibit A - Contract Data Requirements List, DD Form 1423

Attachment 14 Government LOE Estimate

Attachment 9 GFI Form

Attachment 12 Pre-award Survey (SF 1408)

Attachment 2 Wage Determination, Rev. 15

Attachment 3 Surge Example

Attachment 4 ROM Template

Attachment 5 Subcontractor Cost Summary Format

Attachment 6 Prime Offeror Cost Summary Format

Attachment 7 Staffing Plan Template

Attachment 8 Scheduled GFP Form

Attachment 10 Past Performance Questionnaire

Attachment 11 - Draft TI's

Attachment 13 Quality Assurance Surveillance Plan

Attachment 15 Labor Category Descriptions