

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
203. EFFECTIVE DATE  
26-Feb-20164. REQUISITION/PURCHASE REQ. NO.  
13005538475. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00164

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC, CRANE DIVISION  
300 Highway 361 - Building 3373  
Crane IN 47522-5001DCMA Manassas  
14501 George Carter Way  
Chantilly VA 20151

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

SCIENCE APPLICATIONS INTERNATIONAL CORP  
1710 SAIC Drive  
McLean VA 22102-3702

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119-FC36

10B. DATED (SEE ITEM 13)

07-Aug-2012

CAGE CODE  
6XWA8

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.

[X] 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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

26-Feb-2016

NSN 7540-01-152-8070

30-105

**STANDARD FORM 30** (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to add incremental funding. Accordingly, said Task Order is modified as follows: 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 \$1,351,080.88 by \$12,000.00 to \$1,363,080.88.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
4401AL	WCF	0.00	12,000.00	12,000.00

The total value of the order is hereby increased from \$1,674,874.00 by \$0.00 to \$1,674,874.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4400	21,956.82	(12,000.00)	9,956.82
4401AL	0.00	12,000.00	12,000.00

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

CLIN/SLIN	From	To
4401AL		2/26/2016 - 4/4/2016

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	Labor Base Period 1 (Year 1). Professional, technical and management support for the Safety Branch of the Mission Support Services Department. See Note A. (Fund Type - TBD)					\$222,850.00
400001	R425	Professional, technical and management support for the Safety Branch of the Mission Support Services Department. TI 001 ACRN A1. Note: MOD 15 de-obligated \$21,500.00 from \$160,000.00 to \$138,500.00. (WCF)					
400002	R425	Professional, technical and management support for the Safety Branch of the Mission Support Services Department. TI 002 ACRN A2 (WCF)					
400003	R425	Professional, technical and management support for the Safety Branch of the Mission Support Services Department. TI 002 ACRN A3. Note: MOD 15 de-obligated \$2,150.00 from \$6,500.00 to \$4,350.00. (WCF)					
4100	R425	Labor Base Period 1 (Year 1) Surge. See Notes B and C. (Fund Type - TBD)  Option	763.0	LH	\$0.00	\$0.00	\$0.00
4200	R425	Labor Option Period 1 (Year 2). Professional, technical and management support for the Safety Branch of the Mission Support Services Department. See Note A. (Fund Type - TBD)					\$216,024.00
420001	R425	Professional, technical and management support for the Safety Branch of the Mission Support Services Department. TI 001 ACRN A4. Note: MOD 15 de-obligated \$35,500.00 from \$165,000.00 to \$129,500.00. (WCF)					
420002	R425	Professional, technical and management support for the Safety Branch of the Mission Support Services Department. TI 002 ACRN A5 (WCF)					
4201		Labor Option Period 1 (Year 2). Professional, technical and management support for the Safety Branch of the					\$142,300.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Mission Support Services Department. See Note A.					
4201AA	R425	Funding in support of TI-2, Occupational Safety and Health Office (WCF)	■	■	■	■	\$50,000.00
4201AB	R425	Funding in support of TI-2, Occupational Safety and Health Office. Note: MOD 15 de-obligated \$3,200.00 from \$95,500.00 to \$92,300.00. (WCF)	■	■	■	■	\$92,300.00
4300	R425	Labor Option Period 1 (Year 2) Surge. See Notes B and C. (Fund Type - TBD)  Option	■	LH	\$0.00	\$0.00	\$0.00
4400	R425	Labor Option Period 2 (Year 3). Professional, technical and management support for the Safety Branch of the Mission Support Services Department. See Note A. (Fund Type - TBD)	■		■	■	\$9,956.82
4401		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.					\$748,097.18
4401AA	R425	Funding in support of (TI-001/NSWC Crane/Explosive Safety Program/ Mission Support Branch). (WCF)	■	■	■	■	\$81,057.72
4401AB	R425	Funding in support of (TI-002/NSWC Crane/Explosive Safety Program/ Mission Support Branch). (WCF)	■	■	■	■	\$62,315.49
4401AC	R425	Funding in support of (TI-02/NSWC Crane/General Safety/Occupational Safety and Health Support). (WCF)	■	■	■	■	\$55,000.00
4401AD	R425	Funding in support of (TI-001/NSWC Crane/Explosive Safety Program/ Mission Support Branch). (WCF)	■	■	■	■	\$81,057.71
4401AE	R425	Funding in support of (TI-02/NSWC Crane/General Safety/Occupational Safety and Health Support). (WCF)	■	■	■	■	\$209,217.26
4401AF	R425	Funding in support of TI-1(NSWC Crane/Explosive Safety Support). (WCF)	■	■	■	■	\$56,000.00
4401AG	R425	Funding in support of TI-02 (NSWC Crane/Safety Support). (WCF)	■	■	■	■	\$31,200.00
4401AH	R425	Funding in support of TI-2(NSWC Crane/ General Safety Support). (WCF)	■	■	■	■	\$52,800.00
4401AJ	R425	Funding in support of TI-01 (Explosive Safety and Radiation Program/NSWC Crane). (WCF)	■	■	■	■	\$27,298.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4401AK	R425	Funding in support of TI-02 (Occupational Safety & Health Office Support/NSWC Crane). (WCF)	█	█	█	█	\$80,151.00
4401AL	R425	Funding in support of TI-2 (/Occupational Safety and Health Office/General Safety Support). (WCF)	█	█	█	█	\$12,000.00
4500	R425	Labor Option Period 2 (Year 3) Surge. See Notes B and C. (Fund Type - TBD)  Option	█	LH	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	ODC Base Period 1 (Year 1) in support of CLIN 4000. See Note D. (Fund Type - TBD)	1.0	LO	\$110,120.00
600001	R425	Professional, technical and management support for the Safety Branch of the Mission Support Services Department. ODC TI 001 ACRN A1. Note: MOD 15 de-obligated \$9,600.00 from \$14,000.00 to \$4,400.00. (WCF)			
600002	R425	Professional, technical and management support for the Safety Branch of the Mission Support Services Department. ODC TI 002 ACRN A2. DEOB in the amount of \$2000.00 via MOD 7 (WCF)			
6200	R425	ODC Option Period 1 (Year 2) in support of CLIN 4200. See Note D. (Fund Type - TBD)	1.0	LO	\$111,843.00
620001	R425	Professional, technical and management support for the Safety Branch of the Mission Support Services Department. ODC TI 001 ACRN A4. Note: MOD 15 de-obligated \$4,400.00 from \$15,000.00 to \$10,600.00. (WCF)			
620002	R425	Professional, technical and management support for the Safety Branch of the Mission Support Services Department. ODC TI 002 ACRN A5. Note: MOD 15 de-obligated \$2,500.00 from \$2,500.00 to \$0.00. (WCF)			
6400	R425	ODC Option Period 2 (Year 3) in support of CLIN 4400. See Note D. (Fund Type - TBD)	1.0	LO	\$94,873.30
6401		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			\$18,809.70
6401AC	R425	ODC Funding in support of (TI-001/NSWC Crane/Explosive Safety Program/ Mission Support Branch). (WCF)	1.0	LO	\$8,104.23
6401AD	R425	ODC in support of CLIN 4401(TI-002/NSWC Crane/Explosive Safety Program/ Mission Support Branch). (WCF)	1.0	LO	\$2,601.24
6401AE	R425	ODC in support of funding in support of (TI-001/NSWC Crane/Explosive Safety Program/ Mission Support Branch). (WCF)	1.0	LO	\$8,104.23

**NOTE A: LEVEL OF EFFORT**

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For labor items, Offerors shall propose man-hours specified in Section B to perform requirements of the Statement of Work (SOW) provided for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate excluding surge is approximately 7,634 man-hours per year for Base Period Year 1; 7,634 manhours per year for Option Year 1 and 7,634 man-hours per year for Option Year 2. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

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

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

(End of Text)

**NOTE C: SURGE**

If the Government determines that an increased LOE, material, or travel is required, the Government reserves the right to exercise "surge" option CLINs for additional hours in accordance with the SOW. In the event that the Government does elect to exercise the surge option item, the appropriate ceiling and LOE, may be re-aligned under labor CLINs for each task identified in the SOW. The Government estimate is approximately [REDACTED] man-hours per year (10% of yearly labor hours) for labor surge option items. Offerors should propose surge options with the same labor mix and composite rate as the basic effort. All surge labor CLINs should be proposed as CPPF, and is not to exceed the prime Offeror's maximum fee percent in their SeaPort Enhanced (Seaport-e) Multiple Award Contract (MAC).

**NOTE D: OTHER DIRECT COSTS**

The Government estimates total ODCs for this TO to be \$323,357.21. ODCs should be proposed as prescribed in Section L, paragraph 4.4.4.

**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 part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected 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 fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (Applicable to CLIN's 6000, 6200 and 6400)(a)**

Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant 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 incident to relocation are allowable to the extent provided in FAR 31.205-35;

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however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

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

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

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

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

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

This entire contract is cost type.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK  
FOR  
SAFETY PROGRAM  
SUPPORT SERVICES

Naval Surface Warfare Center, Crane Division

**1.0 Introduction.** This Statement of Work (SOW) sets forth the requirements for non-personal professional, technical and management support services 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 safety programs discussed below, as well as overall program support services performed in support of tasks managed by the Crane Division, Naval Surface Warfare Center (NSWC Crane), Occupational Safety and Health (OSH) Office and Explosives and Radiation Safety Branch of the Infrastructure Services Division of the Mission Support Services Department.

**1.1 Background.** The OSH Office and Explosives and Radiation Safety Branch tasking requires knowledge of the requirements, review of the existing program status, and preparation of technical documentation within very short periods to ensure that compliance is met and the facility maintains readiness. In order to fulfill these requirements within short deadlines, contractor support is necessary. The OSH Office and Explosives and Radiation Safety Branch is responsible for providing safety related technical input to new processes and facility design, process control through Standard Operating Procedures (SOPs), and employee qualification and certification. The OSH Office and Explosives and Radiation Safety Branch also assists with assessment of risk, development of program requirements, and monitoring of results in the field. There is a minor requirement for assigned tasking to be accomplished at Fallbrook, CA and Hawthorne, NV to have mission safety support to ensure testing operations are in accordance with (IAW) Naval Sea Systems Command (NAVSEA) directives. Additional site visits and periodic sampling will be conducted at the Lake Glendora Test Facility, in Sullivan, IN to ensure OSH and Explosives Safety compliance.

**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):

- 3.9 System Safety Engineering Support
- 3.20 Program Support
- 3.21 Functional and Administrative Support

**2.0 Applicable Documents.** The following documents of the revision or issue in effect at the date of TO or as otherwise specified by the TO form a part of this SOW to the extent described herein. In the event of conflict between the documents referenced herein and the contents of this



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SOW, the contents of this SOW shall prevail. The Contractor shall recognize the Department of Defense's (DoD) intent to utilize industry and/or commercial standards where possible. During the period of performance of this TO the DoD documents noted shall be replaced by industry standards. Subsequently, the Contractor shall recommend for government approval, utilization of those industry/commercial standards where possible during the remaining performance of this TO supporting safety programs. DoD standards shall apply even if superseded and/or replaced by industry/commercial standards.

## 2.1 Specification – Mandatory Compliance

Document Number	Title
NAVSEA OP-5 Vol 1	Ammunition and Explosive Ashore Safety Regulations for Handling, Storing, Production, Renovation and Shipping
NSA/NSWC/NAVFAC CRANE INST 5090.2	Hazardous Waste Management Plan
NSWCCRANEINST 8000.1	Standard Operating Procedures Program for the Processing Of Expendable Ordnance
NSWCCRANEINST 5100.1 Chap 4	Hazard Analysis for Hazardous Operations and Operational Risk Management
NSACRANEINST 8020.1A	Explosives Safety Program at Naval Support Activity Crane
NSWCCRANEINST 5100.1	Occupational Safety and Health Program
OPNAV INSTRUCTION 3770.2K	Airspace Procedures and Planning Manual
OPNAV INSTRUCTION 5090.1C	Environmental And Natural Resources Program Manual

## 2.2 Standards - Mandatory Compliance

Document Number	Title
DOD-STD-100D	Engineering Drawing Practices

## 2.3 Other Publications and Regulations

29 CFR 1910	Occupational and Safety and Health Standards
40 CFR	Protection of Environment
49 CFR 173.2	Hazardous Materials Classes and Index to Hazard Classifications
Titles 326, 327, 329 IAC	Indiana Administrative Code Title 326 Air Pollution Control Board Title 327 Water Pollution Control Board Title 329 Solid Waste Management Board

## 2.4 Instructions and Directives

NSACRANEINST 4570.1F	Disposal and Requisitioning of Material Through Defense Reutilization and Marketing Offices
NSACRANEINST 5090.4F	National Environmental Policy Act
NSAINST/NSWCCRANEINST/NAVFACMWINST 5090.6 CH-1	Hazardous Materials Control and Management Program
NSACRANEINST 5090.7	Air Program Management
NSACRANEINST 11010.1	Activity Space Management
NSA/NSWCCRANEINST 5090.21A	Environmental Internal Assessment

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NSA/NSWC/NAVFACCRANEINST 5090.13A	Environmental Management System
NSACRANEINST 5090.10B	Ozone Depleting Substances
NSACRANEINST 5090.5C	Oil and Hazardous Substances Spill Contingency Plan
NSWCCRANE 6280.1	Pollution Prevention
NSA/NSWC/NAVFACCRANEINST 5090.12	Solid Waste Management Plan
NSA/NSWC/NAVFACCRANEINST 5090.23	Management of Used Oil
NSA/NSWC/NAVFACCRANEINST 5090.9	Industrial Wastewater Management
NSACRANEINST 5100.23	Asbestos Program
AR 200-1	Environmental Protection and Enhancement
OPNAVINST 5090.1C	Management of Ozone Depleting Substances
NSWCCRANEINST 5100.5A	Occupational Safety and Health Program Policy and Guidance
NSWCCRANEINST 5100.5A-20	Traffic Safety
NSWCCRANEINST 5100.5A-22	Weight Handling Safety Program
NSWCCRANEINST 5100.5A-25	Confined Space Entry Program
OICC Crane Policy #00-03	Contractor Crane Oversight Plan
NSACRANEINST 8020.1B	Explosives Handling Certification Program
NSWCCRANEINST 8000.1E	Standard Operating Procedures Program for Processing of Expendable Ordnance
NSACRANEINST 8020.1B	Parking of Privately-Owned Vehicles (POVs) in Explosive Storage Magazine Areas
NSACRANEINST 8020.11	Hazards of Electromagnetic Radiation to Ordnance (HERO) Program

**3.0 Requirements.** Work to be performed, required data deliverables, and applicable governing documents shall be specifically described in Technical Instructions (TI) to be placed against the TO by the Contracting Officer and shall be within the parameters of one or more of the general tasks listed below. As required by TI, the Contractor shall furnish all labor, facilities, material, and equipment except for Government Furnished Information (GFI), Materials (GFM), Facilities (GFF), or Equipment (GFE) expressly identified in the TI. The Contractor shall collect, analyze, assess, prepare, review, recommend, evaluate, develop, inspect, validate, and deliver data as required by TI. The Contractor shall assess problems, recommend corrective actions, make repairs, and test and monitor IAW TIs. The Contractor shall provide microfilming, digital scanning, security and graphic arts services as required by TI. Each TI will be separately funded via task order modifications.

**3.0.1** The Contractor shall provide a plan for Program Management, Contract Management and Operational Management of all assigned tasks. The contractor must be able to support surge and short term projects with subject matter experts. 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. As a minimum, the following elements shall be addressed in the Contractor's reports:

- a. Description of the progress made against milestones on current TIs.
- b. Problem areas affecting technical or scheduling elements with background and any recommendation for solutions.
- c. Results, positive or negative, obtained relating to previously identified problem areas with

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conclusions and recommendations for resolution and future avoidance.

d. Costs expended to date and projection to increase costs; cost overruns and/or decrease in projected costs. Cost reports will be provided for each TI.

**3.1 Research and Development Support- N/A**

**3.2 Engineering, System Engineering, and Process Engineering- N/A**

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

**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**

**3.9.1** OSH Support. The Contractor shall utilize GFI, as required by TI, to provide technical and management safety program support services for the performance of:

- a. Implementation of mandatory training program.
- b. Development and/or review of existing training documentation to fulfill Naval Occupational Safety and Health (NAVOSH) requirements, including computer-based systems as needed.
- c. Performance of training courses for Supervisory or other Crane personnel, as needed (possibly with each 8-hour class being done over two days), alternating between first and second shifts, as needed.

**3.9.2** The Contractor shall utilize GFI, as required by TI, to coordinate with Naval Support Activity (NSA) Crane tenants and stakeholders to develop and provide recommendations for Radiation Safety procedures. The Contractor shall continuously monitor current procedures that are in existence and make recommendations for updates to the originally developed plan for sponsor review, approval and implementation. The Contractor shall provide written rationale and assumptions for development of each Radiation Safety Plan.

**3.9.2.1** The Contractor shall perform periodic site surveys of NSWC/NSA Crane buildings/operations to ensure that ionizing radiation hazards are observed and monitored. The Contractor shall note any/all discrepancies and shall submit a recommendation to correct survey deficiencies within requested delivery dates.

**3.9.2.2** The Contractor shall perform periodic site surveys of NSWC/NSA buildings/operations to ensure that non-ionizing (Radio Frequency Laser) radiation hazards are observed and monitored. The Contractor shall note any/all discrepancies and submit a recommendation to correct survey deficiencies within requested delivery dates.

**3.9.3** The Contractor shall utilize GFI to:

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- a. Modify the existing programs, such as "Safety" to fulfill requirements as specified by TI.
- b. Convert the existing computer based training to interactive, job-specific training modules.
- c. Provide revised Instructions on the Intranet, with latest changes indicated with vertical margin lines (such as "R" for revisions, or "A" for additions), or other standard method of noting revisions.
- d. Provide support as needed to post the "Quarterly Industrial Hygiene Survey" on the SharePoint/ Intranet and update quarterly.

**3.9.4 IAW tasking identified within specified Technical Instructions (TIs) the Contractor shall:**

- a. Design, prepare layout, and provide brochures for Safety Program training and awareness.
- b. Perform periodic inspections or audits as determined by the safety personnel and provide a report with recommendations as needed.
- c. Prepare PowerPoint presentations for use in meetings and/or training.
- d. Provide hazard control design and administrative control follow up site visits to verify adequacy of established controls.
- e. Provide technical support for investigation and reporting occupational injuries and illnesses, including follow-up to determine final outcome and action taken to prevent recurrence.
- f. Develop computer-based documentation to support management of Mishap Prevention Process Model requirements.
- g. Develop and implement a system to track deficiency and other safety program action item status.
- h. Prepare safety plans, reports, SOPs, instructions or other safety related documentation including safety review approval.
- i. Provide technical editing support, including revisions as indicated.
- j. Provide program management support, including technical review of the Safety and Health Manual and other program documentation to determine regulatory and DOD requirements, and to revise documentation as necessary.
- k. Facilitate process documentation and reengineering meetings including the documentation of process flowcharts, documentation of meeting minutes and development of implementation plans.
- l. Assist the Safety Branch with benchmarking and best practices research.
- m. Develop and implement a comprehensive performance management framework that includes self-assessment as a foundational element and identifies process and program metrics and their linkage to corporate goals. Coordinate and document the annual OSH Self-Assessment; provide process documentation and technical documentation support as required; develop self-assessment checklists, scoring and prioritization scheme based on risk to employees and operations; develop Plan of Action & Milestones (POAMs) for deficiencies that are identified.
- n. Develop and review content for the Safety SharePoint Site. Serve as the webmaster for the site and coordinate the submittal and posting of information from the various program managers to the site. Conduct periodic reviews to ensure that content is current, accurate and posted in the correct areas.

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o. Develop a comprehensive set of safety metrics, with an emphasis on the identification of meaningful leading indicators. Develop and distribute quarterly metrics packages for each tenant command, department, and division, as requested. Post metrics on the SharePoint site and production control boards at specified periodicity. Analyze metrics to determine trends and the effectiveness of mishap prevention initiatives. Perform calculations and reports for Crane Metrics.

p. Update spreadsheet and database programs and information in support of various OSH, Radiation Safety, and Explosives Safety programs.

q. Provide documentation support including generation of meeting minutes, copying of various safety documents, and general administrative support of various safety programs and initiatives.

r. Provide technical and administrative support of Crane Safety Branch Lean initiatives, including participation on Lean teams as appropriate.

s. Provide support for the development, implementation, and maintenance of the Voluntary Protection Program (VPP).

t. Maintain a working knowledge of NSA Crane and Tenant Notices, SOPs, and Instructions relative to Safety Management, and coordinate input from stakeholders.

**3.9.5** The Contractor shall provide qualified personnel to attend design reviews, technical problem meetings, user conferences, and program status reviews. The Contractor may represent the government at meetings in the capacity of an advisor, presenter, expert, listener, and minutes/note keeper; however the Contractor shall never function for the government in voting or other decision-making capacity. The individuals shall present briefings and record and distribute minutes. Action items or short term specific assignments resulting from these meetings requiring performance by the Contractor will be amended to the TI or tasked by a separate TI.

**3.9.6** The Explosives and Radiation Safety Branch is responsible for providing safety related technical input to new processes and facility design, process control through SOPs, and employee qualification and certification. They also assist with assessment of risk, development of program requirements, and monitoring of results in the field. There is a requirement at Fallbrook, CA and Hawthorne, NV to provide Explosives Safety support to ensure testing operations are IAW NAVSEA directives.

**3.9.6.1** The Contractor shall utilize GFI, as specified per TI, to prepare/review SOPs, plans, reports and other documentation related to explosive safety and the associated hazard analysis requirements. The Contractor shall maintain a working knowledge of NSA Crane and Tenant Notices, SOPs, and Instructions relative to Explosive Safety Program Management, and coordinate input from stakeholders. The Contractor shall utilize the Explosive Safety Office (ESO) generated SOP checklist, provided as GFI, to document the explosives safety review. The Contractor shall ensure a completed checklist is provided to the ESO. The Contractor shall forward recommended changes and/or certify the reviews on the SOP signature.

**3.9.6.2** The Contractor shall utilize GFI, as provided per TI, to prepare/review Instructions, SOPs, plans, reports and other documentation related to system safety and the associated hazard

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analysis requirements. This tasking shall also encompass requirements for explosive process safety and product safety. The Contractor shall forward recommended changes and/or certify the reviews on the signature page.

**3.9.6.3** The Contractor shall provide Metrics with Leading/Lagging indicators for Systems and Explosive Safety requirements. The Contractor shall have experience with statistics and probability theory. The Contractor shall provide a technical report including trends and recommendations.

**3.9.6.4** The Contractor shall utilize the ESO generated checklists, provided as GFI per TI, to perform Ordnance Range inspections; inspections of active explosives operating buildings as required (by NAVSEA OP-5 or as necessary); and an annual inspection of the Expeditionary Systems Evaluation Division custody magazines. The Contractor shall note any/all discrepancies and provide a detailed report to the ESO manager IAW the appropriate CDRL.

**3.9.6.5** The Contractor shall develop and conduct any training related to explosives safety requirements programs.

**3.9.6.6** The Contractor shall witness and monitor off-site test operations for compliance to the Government approved SOP. A Pre-operational Safety Inspection form, provided as GFI, shall be completed and forwarded to the ESO. In any/all instances where a safety violation/problem arises, the Contractor shall immediately verbally notify the Hawthorne Range Safety Officer and provide detailed information via an immediate telephone call to the NAVSURFWARCENDIV Crane ESO.

**3.9.6.7** The Contractor shall provide verbal interface with the ESO at Crane via telephone, as required for completion of tasking.

**3.9.6.8** The Contractor shall maintain an awareness of current Explosive Safety standards and test methods and keep abreast of the latest technologies relating to safety aspects of ordnance related items. Attending symposiums/training sessions on applicable courses is encouraged.

**3.9.6.9** The Contractor shall utilize GFI, as specified per TI, to establish and maintain ESO project databases in Excel and/or Access. The Contractor shall interface with ESO personnel in determining the database structure and required report formats.

**3.9.6.10** The Contractor shall provide technical support to the ESO to assist in responding to Naval Ordnance Safety and Security Activity and/or DoD Explosive Safety Board explosive safety related queries on explosive safety site approvals. The Contractor shall provide technical support on explosives safety issues, e.g., quantity distance calculations. The Contractor shall utilize GFI, as specified per TI, and provide recommendations for corrective action to the ESO.

**3.9.6.11** The Contractor shall provide support to the ESO in the area of Explosives Safety Self-Assessments. The Contractor shall utilize GFI and provide recommendations for corrective

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action to the ESO.

**3.9.6.12** The contractor shall provide support in managing the Inert Ordnance Program by assisting in data entry into the inventory system, issuing of inert serial numbers, and conducting spot checks of the inert ordnance inventory.

**3.9.6.13** The Contractor shall utilize the ESO generated checklists, provided as GFI, to assist BXTN personnel in performing inspections of NSWC Crane Ordnance Ranges, explosives operating buildings, and magazines.

**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- N/A**

**3.16 Logistics Support- N/A**

**3.17 Supply and Provisioning Support- N/A**

**3.18 Training Support – N/A**

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

**3.20 Program Support**

**3.20.1** The Contractor shall gather data and prepare monthly metrics for safety programs. The monthly report shall be submitted to the safety/explosive safety Manager.

**3.20.2** The Contractor shall gather data, develop/update, report and post production charts and visual management tools, as required, for safety programs.

**3.20.3** The Contractor shall participate in Lean/Six Sigma events as requested.

**3.20.4** The Contractor shall evaluate computer related hardware and/or software for performance capabilities (based on achieving regulatory compliance), and shall provide a report. Examples may be: statistical software, tracking software/hardware, and database management tools,

**3.20.5** The Contractor shall implement computer hardware and/or software, such as: Statistical software, ArcView, Visio, Adobe Acrobat, Microsoft Office Suite, which will facilitate the safety programs to achieve and/or maintain regulatory compliance.

**3.20.6** The Contractor shall develop safety and explosive safety training plans; course outlines; training materials; and provide employee training IAW all DoD, State, and Federal regulations in

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order to maintain regulatory compliance and implement procedures in a wide variety of program areas. Size of class, beginning date, and type of class will be defined as necessary.

**3.20.7** The Contractor shall provide research services for the purpose of gathering information from periodicals, studies, regulatory publications, and/or information type services or systems, and provide a report.

**3.20.8** The Contractor shall accompany designated DoD personnel to regulatory-driven conferences, hearings, or public meetings. The Contractor shall provide formal preparation of meeting minutes when required.

**3.20.9** The Contractor shall prepare and update applicable NSA and NSWC Notices, SOPs, and Instructions, and maintain conformance to the acceptable format of the Notices, SOPs, and Instructions currently utilized by NSA Crane. The Contractor shall maintain a working knowledge of NSA Crane and Tenant Notices, SOPs, and Instructions relative to the safety programs, and coordinate input from stakeholders.

**3.20.10** The Contractor shall maintain an awareness and technical knowledge of regulatory requirements for safety issues. The Contractor shall recommend for government approval symposiums/training sessions for the Contractor to attend on applicable courses.. It is estimated that no more than eight symposiums/training sessions will be attended by the Contractor each year.

**3.20.11** Network/Hardware Assessment. The Contractor shall be required to evaluate existing equipment and software and compare them against any new required hardware/software for implementation. The Contractor shall prepare a summary report of the findings.

### **3.21 Functional and Administrative Support**

**3.21.1** The Contractor shall maintain an awareness of the most current classification and data destruction requirements and provide support to destroy both classified and unclassified data at both Contractor and/or government facilities.

**3.21.2** As determined by the Contracting Officer (KO), the Contractor's representative(s) shall be required to meet with the KO and the Contracting Officer's Representative (COR) on a periodic basis. The Government's written minutes of these meetings shall be signed by the Contractor's representative, KO and COR. The Contractor shall state any areas of nonconcurrency in writing to the KO within ten working days after receipt of the signed minutes. Informal meetings between the COR and the Contractor's representative such as the Program Manager will not require formal minutes unless a discussion ensues of importance.

### **3.22 Public Affairs and Multimedia Support- N/A.**



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#### **4.0 Government & Contractor Furnished Items and Services**

**4.1 Government Furnished Items and Services.** All Government furnished information, material, and equipment will be specified in the individual technical instructions. All government furnished information is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the TO Contracting Officer, except as required for the specific performance of tasks under this TO.

**4.1.1 Facilities:** The Government currently furnishes three office cubical spaces (approximately 5'x6') for contractor personnel located in Safety areas. The office spaces include, computer, desk, chair, telephone, printer/fax, NMCI computers, and other items necessary to maintain an office environment.

For work required to be performed outside NSWC Crane work areas, the contractor will be solely responsible for the necessary equipment and access costs. All allowable costs shall be charged to the TO IAW the contractors approved Disclosure Statements. It is anticipated that off-site contractors will be required to attend meetings at NSWC Crane on occasion.

**4.1.2 Materials/Information:** The Government will provide to the Contractor support personnel all data as required to accomplish the assigned tasking. The Government will also provide the contractor access to relevant instructions, manuals, software programs and intranet links to perform the tasks outlined in section 3.

**4.1.3** Only Government vehicles are authorized in restricted areas on base and on Government test ranges, the Contractor may be required to drive Government-owned vehicles on-site at NSA Crane in performance of their duties. Also, the Contractor may be required to use Government-owned material handling equipment to load and unload these vehicles. The following instructions apply. If required by the TO and approved on a case-by-case basis, the contractor may be allowed or approved to use a Government Vehicle to transport documentation, media, ground water monitoring work, etc., IAW the parameters of the contractor position. Government provided vehicles shall be used solely for the purposes as described in this SOW. All drivers must possess a valid operator driver's license prior to operating a Government Vehicle. The Contractor shall operate motor vehicles IAW NAVSURFWARCENDIVCRANEINST 11240.1 or most recent instruction and NAVFAC P300. All contractor personnel operating Government vehicles, to include materials handling equipment, shall be licensed IAW provisions set forth in the above referenced instruction. In addition to the previous regulations, a valid state driver's license shall be accepted as proper authority for operation of commercial/administrative (non-tactical) vehicles up to an including 10,000 pounds gross vehicle weight upon completion of training courses as called out in referenced instructions. The contractor shall ensure contractor personnel have in their possession a valid state driver's license, as applicable, when operating vehicles and equipment. The contractor shall report any accidents involving motor vehicles or any other equipment to the COR. The Contractor must provide proof of insurance to KO.

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**4.1.4 Utilities:** For work required to be performed within NSWC Crane, all utilities in the facility will be available for the contractor's use in performance of tasks outlined in this SOW. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

## **4.2 Contractor Furnished Items and Responsibilities.**

**4.2.1 General:** The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract.

**4.2.2 Secret Facility Clearance:** The contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract shall have been granted a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 is provided as Exhibit C.

**4.2.3 Materials.** The Contractor shall provide all materials necessary to meet the requirements set forth under this SOW that were not identified in Section 4 as Government Furnished. Materials supplied are those considered incidental to the services.

**4.2.4. Equipment.** The Contractor shall provide all equipment necessary to meet the requirements set forth under this SOW that were not identified in Section 4 as Government Furnished. Materials supplied are those considered incidental to the services.

**4.2.5 Facilities.** Due to the source selection sensitive nature of the information that will be available to the contractor during performance, co-location in non-government provided facilities (including telework sites) with contractor personnel, that are not a part of the teaming agreement under this contract, is prohibited without written consent from the Contracting Officer.

**5.0 Data Deliverables.** All data deliverables under this TO shall be in compliance with the format and guidance specified in the DoD 5000.2 series, as applicable, or a specified in the task description. All data deliverables shall be provided IAW CDRL instructions to the RTA and Contracting Officer Representative (COR). Data Deliverables will be called out within the accompanying CDRLs.

CDRL: A001  
DID Title Contractor's Progress, Status & Management Report (Explosive Safety)

For each active TI, the Contractor shall prepare and submit a summary progress and status report on a monthly basis summarizing events, problems, progress, and status of TI performance.

CDRL: A002  
DID Title Technical Report – Study/Services (Trip Report)

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As required, the Contractor shall prepare and submit a trip report IAW the technical guidance provided in A002.

CDRL: A003  
DID Title Technical Report – Study/Services (Safety Support Services)

Collect, analyze, prepare, report, and distribute data in the quantities, dates, and types designated in the TI.

CDRL: A004  
DID Title Technical Report – Study/Services (Training)

Collect, analyze, prepare, report, and distribute data in the quantities, dates, and types designated in the TI.

CDRL: A005  
DID Title Technical Report – Study/Services (Safety Inspection)

Collect, analyze, prepare, report, and distribute data in the quantities, dates, and types designated in the TI.

CDRL: A006  
DID Title Funds Man-Hours Expenditure Report (Red-Yellow-Green Report)

The Contractor shall prepare and submit the required report IAW the technical guidance provided in A006.

CDRL: A007  
DID Title Funds Man-Hours Expenditure Report (Red-Yellow-Green Report)

The Contractor shall prepare and submit the required report IAW the technical guidance provided in A007.

CDRL: A008  
DID Title Contractor Roster

The Contractor shall prepare and submit the required report IAW the technical guidance provided in A008.

CDRL: A009  
DID Title Contractor's Progress, Status & Management Report (Safety)

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For each active TI, the Contractor shall prepare and submit a summary progress and status report on a monthly basis summarizing events, problems, progress, and status of TI performance.

## **6.0 Special Conditions**

**6.1 Quality Control.** The contractor shall maintain an effective quality control program to ensure services are performed IAW this SOW. The contractor shall have procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which the contractor assures that the support provided complies with the requirement of the task order.

**6.2 Quality Assurance.** The government shall evaluate the contractor's performance under this task order IAW the Quality Assurance Surveillance Plan (QASP). The QASP is provided as Exhibit B in Section J. This plan is primarily focused on what the Government must do to ensure that the contractor has performed IAW the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable quality levels.

## **6.3 Security Classification**

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.

## **6.4 Travel**

**6.4.1** The contractor shall be required to perform periodic travel in accomplishment of TI's. The contractor shall coordinate with and receive Government authorization from the office they

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support for all travel. Long distance travel may be required by the contractor. The contractor may travel as an individual or with the Technical Point of Contact (TPOC) to various vendor/contractor/educational or government facilities to provide guidance and expertise. Travel requirements shall be reviewed and approved by the COR via a TI.

The contractor shall be responsible for obtaining all passenger transportation, lodging and subsistence required in the performance of TI's. Allowable travel costs are described in the FAR 31.205-46. Travel costs not specifically covered at FAR 31.205-46 may be addressed on an as-needed basis. All travel, whether within the Continental United States or outside the Continental United States, shall be accomplished by commercial carrier, privately owned automobile or auto rental and the costs paid by the Contractor. Reimbursement will be calculated as set forth in the Joint Federal Travel Regulations (JFTR) in effect at the time of travel.

Travel will be reimbursed on a cost reimbursable basis; no profit or fee will be paid.

**6.4.2 Travel Authorization.** Any travel undertaken by the Contractor for performance of TO Modification, TI, and/or TA must have **prior** authorization by the COR and KO (as stated in each TO Modification or TI and/or TA).

**6.4.3 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.

#### **6.5 Contracting Officer's Representative (COR)**

The COR is the point of contact for non-substantive communications of a technical nature. Only the Contracting Officer has the authority to change the requirements of this order(s). The COR for this task order is identified in Section G.

#### **6.6 Requiring Technical Activity (RTA)**

The RTA contacts are Functional Managers, Task Managers and Project Managers which will be identified in individual TIs.

#### **6.7 Funding**

This task order will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN.

#### **6.8 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.

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### **6.9 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.

### **6.10 Control of Contractor Personnel**

The Contractor shall 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 contained in SECNAVINST 5370.2J. 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, social security numbers, job titles, and original birth certificates. This list shall be updated within forty eight hours after changes occur.

### **6.11 Identification of Contractor Employees**

All contract/subcontract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as contractor personnel to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractors/subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signature blocks shall identify their company affiliation. Where practicable, contractor/subcontractors occupying collocated space with their Government program customer should identify their workspace area with their name and company affiliation.

All contractor/subcontractor personnel shall be required to wear company picture identification badges so as to distinguish themselves from NSWC Crane (organic) employees. The identification badge shall be visible at all times while employees are on NSWC Crane 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 issued to the Contractor employees. The Contractor shall ensure all government issued badges/identification is returned to NSWC Crane 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.

### **6.12 Accident Reporting**

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

**6.13 Smoking Regulations**

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

Smoking in vehicles is prohibited.

**6.14 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.

**6.15 Privacy Act**

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

**6.16 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.

**6.17 Non-Personal Services**

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

**6.17.1** This TO is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

**6.18 Investigations**

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

**6.19 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.

**6.20 Work Area Cleanliness**

The Contractor shall be responsible for the orderliness and cleanliness of all areas being used for office and storage. The space shall be clean and neat and free from fire hazards, unsanitary conditions and safety hazards.

**6.21 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.

**6.22 Hours of Operation**

The Contractor's hours of operation will be provided on each individual TI. If not so stated, then the normal duty hours for Contractor on-site personnel and the Contractor's liaison facility personnel assigned to this effort fall between 0630 and 1800 hours during normal government workdays, Monday through Friday. The contractor shall be required to respond to an emergency and work outside of regular working hours to perform the work as required. If contractor desires to have personnel work compressed work schedule it shall be requested in writing and approved by the COR.

**6.22.1 Compressed Work Schedule.** The Contractor shall 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 shall 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



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or temporary exceptions.

**6.22.2** The Contractor shall 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 shall 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

**6.22.3** 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 to leave or indirect charges IAW company policy.

**6.22.3.1** 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.

**6.22.3.2** 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
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.

**6.22.4** Overtime. Overtime shall be performed as considered necessary by the contractor to meet the tasking and to the extent authorized in FAR 52.222-2 in Section I. The approved overtime shall not be exceeded without authorization from the contracting officer.

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### **6.23 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.

### **6.24 Information Non-Disclosure**

The contractor shall not disclose any information provided or developed under this task order outside the Government without prior approval from the Government. Contractor shall provide one (1) copy of each employee-signed Non-Disclosure Statements to the COR prior to performing any work on this TO. The COR will retain one copy for the TO file.

### **6.25 Licenses, Certifications, and Training**

The contractor is required to receive training and hold a valid license or certification for the operation of forklifts and other handling equipment (hoists, cranes, etc.); receive training and certification in the handling of hazardous materials; and receive training and certification for any other specialized operations as required in support of the tasking set forth in this SOW. Training shall be Government sponsored and conducted on-center, contractor sponsored and conducted at contractor's facilities, or vendor sponsored and conducted at vendor facilities.

### **6.26 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 costs or liability 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.

### **6.27 Data Rights**

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government unless an Identification and assertion of use, release or disclosure restrictions is provided and accepted by the Government IAW DFARS 252.227-7017 or other applicable clauses. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights

**6.28 Special Qualifications.** The government requires the following mandatory training be completed annually to access government facilities, equipment or information systems or information:

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Suicide Prevention Training  
 Quality Awareness Training  
 DoD Information Assurance Awareness Training  
 Trafficking In Persons Training  
 Operations Security (OPSEC) Training  
 Environmental Awareness and Environmental Management System Awareness Training  
 Telecommunications Awareness Training  
 Prevention of Sexual Harassment (POSH) Training  
 Hazard Electromagnetic Radiation to Ordnance (HERO) Training  
 Anti-Terrorism/Force Protection (ATFP) Level 1 Awareness Training  
 Security Awareness Training  
 Telecommunications Awareness Training

**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.

**7.1 Period of Performance.** The initial TO award(s) will result in a one 1-year basic Period of Performance (POP) with two 1-year options.

**8.0 Performance Standards.** The SOW being utilized for this requirement is considered to be performance based. As required by FAR SubPart 37.601, the SOW describes the requirements in terms of results required rather than the methods of performance of the work, uses measurable performance standards and specifies procedures for reductions of fee and/or TO base years when the services do not meet the performance standards. The performance criteria, standards, and assessment methods anticipated for this effort are included in the Quality Assurance Surveillance Plan (QASP) found as Exhibit B in Section J.

CNIN-NOTICE-0003 Enterprise-wide Contractor Manpower Reporting Application (ECMRA) (NOV 2013)

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 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>

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

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

**CLAUSE INCORPORATED BY FULL TEXT**

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal \_F00564.A.2013.1MS.000 dated \_2 March 2012\_\_ in response to NAVSEA Solicitation No. N00024-12-R-3081.

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

**HQ C-2-0041 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (JAN 2008)**

(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:

- (1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) 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 Defense Automation and Production Service (DAPS) 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 or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS 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;

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- (iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;
  - (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 DAPS;
  - (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 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 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 DAPS or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DAPS 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 DAPS. All transportation charges are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.
- (3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.
- (4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.
- (5) DAPS 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) DAPS will pack and ship the material used for printing to the DAPS, 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 DAPS 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 DAPS to date of shipment of printed material from DAPS.

Printing	Minimum number of working Days required by DAPS
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 DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s)

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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 DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS 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 DAPS or a contract printer designated by DAPS) shall be borne by the Government.

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## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

### **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.

### **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)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

### **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 (Exhibit D-F).

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

Item CLINs 4000, 4100, 4200, 4300, 4400 & 4500 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government via WAWF.

### **PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE**

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan provided as Exhibit B in section J.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>

### **CLAUSES INCORPORATED BY REFERENCE**

**52.246-5 Inspection of Services-Cost Reimbursement APR 1984**

**252.246-7000 Material Inspection and Receiving Report MAR 2008**



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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/7/2012 - 8/9/2013
4200	8/7/2013 - 8/6/2014
4201AA	3/26/2014 - 8/6/2014
4201AB	5/7/2014 - 8/6/2014
4400	8/7/2014 - 4/4/2016
4401AA	8/7/2014 - 2/3/2016
4401AB	8/7/2014 - 2/3/2016
4401AC	9/23/2014 - 2/3/2016
4401AD	11/5/2014 - 2/3/2016
4401AE	11/5/2014 - 2/3/2016
4401AF	8/28/2015 - 4/4/2016
4401AG	8/28/2015 - 2/3/2016
4401AH	8/28/2015 - 4/4/2016
4401AJ	12/17/2015 - 4/4/2016
4401AK	12/17/2015 - 4/4/2016
4401AL	2/26/2016 - 4/4/2016
6000	8/7/2012 - 8/9/2013
6200	8/7/2013 - 8/6/2014
6400	8/7/2014 - 4/4/2016
6401AC	8/7/2014 - 4/4/2016
6401AD	8/7/2014 - 4/4/2016
6401AE	11/5/2014 - 4/4/2016

## 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:

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

4000	8/7/2012 - 8/9/2013
4200	8/7/2013 - 8/6/2014
4201AA	3/26/2014 - 8/6/2014
4201AB	5/7/2014 - 8/6/2014
4400	8/7/2014 - 4/4/2016
4401AA	8/7/2014 - 2/3/2016
4401AB	8/7/2014 - 2/3/2016
4401AC	9/23/2014 - 2/3/2016
4401AD	11/5/2014 - 2/3/2016

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4401AE	11/5/2014 - 2/3/2016
4401AF	8/28/2015 - 4/4/2016
4401AG	8/28/2015 - 2/3/2016
4401AH	8/28/2015 - 4/4/2016
4401AJ	12/17/2015 - 4/4/2016
4401AK	12/17/2015 - 4/4/2016
4401AL	2/26/2016 - 4/4/2016
6000	8/7/2012 - 8/9/2013
6200	8/7/2013 - 8/6/2014
6400	8/7/2014 - 4/4/2016
6401AC	8/7/2014 - 4/4/2016
6401AD	8/7/2014 - 4/4/2016
6401AE	11/5/2014 - 4/4/2016

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

4100	8/7/2012 - 8/6/2013
4300	8/7/2013 - 8/6/2014
4500	8/7/2014 - 8/6/2015

#### **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 (Exhibit D-F).

#### **CLAUSES INCORPORATED BY REFERENCE:**

**52.242-15 Stop-Work Order (Alt 1) (Aug 1989)**  
**52.247-34 F.O.B. Destination (Nov 1991)**

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## 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.

### TO ORDER RATES

The following rates have been approved for this TO.

Annual Labor Escalation: [REDACTED]

Maximum Pass-Thru Rate: [REDACTED] Fixed Fee on Subcontractor Costs, Total Pass-Thru amount not to exceed [REDACTED]

Maximum Fee: [REDACTED] 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 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.

### 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 SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software.

### SECURITY ADMINISTRATION

The highest level of security required under this TO is Secret as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

### HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S REPRESENTATIVE:

[REDACTED]  
NAVSURFWARCENDIV, Crane  
300 Highway 361  
Crane, IN 47522  
[REDACTED]  
[REDACTED]

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

### 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:

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Subcontractor	Date of Approval	TI(s)	POP	Ceiling
APVOL International, LLC	8/7/2012	TBD	8/7/2012-8/6/2015 (if all options are exercised)	\$272,593 (if all options are exercised)

**CLAUSES INCORPORATED BY REFERENCE**

**252.232-7003 Electronic submission of payment requests and receiving reports (MAR 2008)**

**CLAUSES INCORPORATED BY FULL TEXT**

**HQ G-2-0002 CONTRACT ADMINISTRATION DATA**

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

\_\_\_\_\_

\_\_\_\_\_

(End of Text)

**HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE**

PURCHASING OFFICE REPRESENTATIVE:

\_\_\_\_\_

NAVAL SEA SYSTEMS

COMMAND

300 Hwy 361, Bldg 64  
Crane, IN 47522

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Labor CLINs 4000, 4100, 4200**

**ODC CLINs 6000, 6200**

**In accordance with (DFARS) PGI 204.7108 "Other" (d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

The following payment instructions apply to this task order:

- a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.
- (b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.

**Labor SLINs 4201AA - 4201ZZ, 4401AA - 4401ZZ**

**ODC SLINs 6201AA - 6201ZZ, 6401AA - 6401ZZ**

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

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

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

**HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

- (a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as

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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.

## **252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

(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 Central Contractor Registration 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

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requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

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

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

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

Cost Voucher

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

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

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

N/A

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC:	HQ0338
Issue By DoDAAC:	N00164
Admin DoDAAC:	S2404A
Inspect By DoDAAC:	N/A
Ship To Code:	N/A
Ship From Code:	N/A
Mark For Code:	N/A

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Service Approver (DoDAAC):N/A

Service Acceptor (DoDAAC):N/A

Accept at Other DoDAAC: N/A

LPO DoDAAC: N/A

DCAA Auditor DoDAAC: HAA50W

Other DoDAAC(s): N/A

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

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

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(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.

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

#### **SPECIAL INVOICE INSTRUCTIONS**

Each SLIN that provides funding designates a specific project area/work area/Technical Instruction

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

**CNIN-G-0001  
(JULY 2015)**

#### **Invoicing Documentation for Cost Vouchers**

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

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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.

<b>Cost Elements</b>	
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.
<b>Labor Detail (Prime and Subcontractor)</b>	
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	
<b>Non-Labor Detail – detail provided for current billing period only</b>	
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.	
<b>CLIN/SLIN Detail – Information should be a cumulative total invoiced against each CLIN/SLIN</b>	
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

Accounting Data

SLINID	PR Number	Amount
400001	1300284970	160000.00
LLA :		
A1 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001290213		
Labor in support of TI 001		
400002	1300284965	80000.00
LLA :		



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A2 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001290157  
Labor in support of TI 002

600001 1300284970 14000.00

LLA :

A1 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001290213  
ODC in support of TI 001

600002 1300284965 2000.00

LLA :

A00001290157  
ODC in support of TI 002

BASE Funding 256000.00  
Cumulative Funding 256000.00

MOD 01 Funding 0.00  
Cumulative Funding 256000.00

MOD 02 Funding 0.00  
Cumulative Funding 256000.00

MOD 03 Funding 0.00  
Cumulative Funding 256000.00

MOD 04

400003 1300357170 6500.00

LLA :

A3 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001774763  
Funding in support of TI-002. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds  
expire at the end date of the period of performance for CLIN 4000.

MOD 04 Funding 6500.00  
Cumulative Funding 262500.00

MOD 05

420001 1300368488 165000.00

LLA :

A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001839663  
Funding in support of TI-1. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds  
expire at the end date of the period of performance for CLIN 4200.

620001 1300368488 15000.00

LLA :

A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001839663  
Funding in support of TI-1. Note: 10 U.S.C. 2410a Authority does NOT  
apply. Funds expire by the end date of the period of performance for CLIN 6200,  
Contractor may continue to invoice after this date, but only for work performed up  
through and including the end date of the period of performance for CLIN 6200.

MOD 05 Funding 180000.00  
Cumulative Funding 442500.00

MOD 06

420002 1300373341 86524.00

LLA :

A5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001868604  
Funding in support of TI-2. Note: 10 U.S.C. 2410a Authority does NOT  
apply. Funds expire by the end date of the period of performance for CLIN 4200,  
Contractor may continue to invoice after this date, but only for work performed up  
through and including the end date of the period of performance for CLIN 4200.

620002 1300373341 2500.00

LLA :

A5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001868604  
Funding in support of TI-2. Note: 10 U.S.C. 2410a Authority does NOT

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apply. Funds expire by the end date of the period of performance for CLIN 6200, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6200.

MOD 06 Funding 89024.00  
Cumulative Funding 531524.00

MOD 07

600002 1300284965 (2000.00)  
LLA :  
A00001290157  
ODC in support of TI 002

MOD 07 Funding -2000.00  
Cumulative Funding 529524.00

MOD 08

4201AA 130041006500001 50000.00  
LLA :  
A6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002179557  
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 08 Funding 50000.00  
Cumulative Funding 579524.00

MOD 09

4201AB 130041886500001 95500.00  
LLA :  
A7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002243889  
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 09 Funding 95500.00  
Cumulative Funding 675024.00

MOD 10

4401AA 130044542100001 81057.72  
LLA :  
AA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002429805  
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.

4401AB 130044542100003 62315.49  
LLA :  
AB 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002429805  
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.

6401AC 130044542100002 8104.23  
LLA :  
AB 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002429805  
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.

6401AD 130044542100004 2601.24  
LLA :  
AB 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002429805  
Contractor may NOT perform against this SLIN after POP date identified in Section

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F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 10 Funding 154078.68  
Cumulative Funding 829102.68

MOD 11

4401AC 130045621300001 55000.00

LLA :

AC 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002522944

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 11 Funding 55000.00  
Cumulative Funding 884102.68

MOD 12

4401AD 130045930400001 81057.71

LLA :

AD 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002561426

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

4401AE 130045930400003 209217.26

LLA :

AD 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002561426

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

6401AE 130045930400002 8104.23

LLA :

AD 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002561426

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

MOD 12 Funding 298379.20  
Cumulative Funding 1182481.88

MOD 13 Funding 0.00  
Cumulative Funding 1182481.88

MOD 14

4401AF 130052222400001 56000.00

LLA :

AE 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003030961

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.

4401AG 130052222400002 31200.00

LLA :

AE 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003030961

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.

4401AH 130052441900001 52800.00

LLA :

AF 97X4930 NH1J 252 77777 0 050120 2F 000000 A00003047909

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.

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through and including the aforementioned date.

MOD 14 Funding 140000.00  
Cumulative Funding 1322481.88

MOD 15

400001 130028497000001 (21500.00)

LLA :

A1 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001290213

Labor in support of TI 001

400003 130035717000001 (2150.00)

LLA :

A3 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001774763

Funding in support of TI-002. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire at the end date of the period of performance for CLIN 4000.

420001 130036848800001 (35500.00)

LLA :

A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001839663

Funding in support of TI-1. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire at the end date of the period of performance for CLIN 4200.

4201AB 130041886500001 (3200.00)

LLA :

A7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002243889

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.

600001 130028497000002 (9600.00)

LLA :

A1 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001290213

ODC in support of TI 001

620001 130036848800002 (4400.00)

LLA :

A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001839663

Funding in support of TI-1. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 6200, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6200.

620002 130037334100002 (2500.00)

LLA :

A5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001868604

Funding in support of TI-2. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire by the end date of the period of performance for CLIN 6200, Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6200.

MOD 15 Funding -78850.00  
Cumulative Funding 1243631.88

MOD 16 Funding 0.00  
Cumulative Funding 1243631.88

MOD 17

4401AJ 130054001600001 27298.00

LLA :

AG 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003195582

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.

4401AK 130054001600002 80151.00

LLA :

AG 97X4930 NH1J 251 77777 0 050120 2F 000000 A10003195582

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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 17 Funding 107449.00  
Cumulative Funding 1351080.88

MOD 18 Funding 0.00  
Cumulative Funding 1351080.88

MOD 19 Funding 0.00  
Cumulative Funding 1351080.88

MOD 20

4401AL 130055384700001 12000.00

LLA :

AH 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003308684

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 20 Funding 12000.00  
Cumulative Funding 1363080.88

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

### TO ORDER RATES

The following rates have been approved for this TO.

Annual Labor Escalation: [REDACTED]

Maximum Pass-Thru Rate: [REDACTED] Fixed Fee on Subcontractor Costs, Total Pass-Thru amount not to exceed [REDACTED]

Maximum Fee: [REDACTED] 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 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.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **22,902** 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 (does not include surge CLINS).

(b) Of the total man-hours of direct labor set forth above, it is estimated that **(Offeror to fill-in)** man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **146** 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

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an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a companyapproved 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.

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

**NAVSEA 5252.242-9115 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

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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 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

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

(a) DEPARTMENT means the Department of the Navy.

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

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

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number. (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**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	ESTIMATED		PERIOD OF PERFORMANCE
		ALLOTED TO COST	ALLOTED TO FEE	
4000	\$ [REDACTED]	[REDACTED]	[REDACTED]	8/7/12-8/6/13
6000	\$ 16,000	\$0	[REDACTED]	8/7/12-8/6/13

(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.



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\* to be completed at time of award/modification

**NAVSEA 5252.245-9108 GOVERNMENT FURNISHED PROPERTY (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this task order to the contrary. Upon Contractor's written request to the cognizant COR, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this task order:

\* Any Government Furnished Property will be specified in the individual technical instructions.

**H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

The following types of insurance are required in accordance with the clause entitled. Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

1. Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
2. Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum of \$100,000.

**H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)**

The applicable Service Contract Wage Determinations by the Secretary of Labor are provided as Exhibit A - Wage Determination (Rev 11) in Section J.

**HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)**

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contract effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

**CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM**

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as GFI. The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an

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environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all contractor personnel and subcontractor personnel within 30 days prior to performance or at time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

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## 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/>

52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Subcontract Awards (Jul 2010)
52.216-8	Fixed Fee (Jun 2011)
52.222-19	Child Labor-Cooperation with Authorities and Remedies (Jul 2010)
52.222-41	Service Contract Act of 1965 (Nov 2007)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.223-10	Waste Reduction Program (May 2011)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-11	Patent Rights-Ownership by the Contractor (Dec 2007)
52.232-20	Limitation of Cost (Apr 1984)
52.232-22	Limitation of Funds (Apr 1984)
52.233-3, Alt I	Protest After Award (Aug 1996)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.243-2, Alt II	Changes-Cost Reimbursement (Apr 1984)
52.245-1	Government Property (Aug 2010)
252.222-2006	Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)
252.227-7013	Rights in Technical Data – Noncommercial Items (Sep 2011)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Mar 2011)
252.227-7016	Rights to Bid and Proposal Information (Jan 2011)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure restrictions (Jan 2011)
252.227-7019	Validation of Asserted Restrictions – Computer Software (Jun 1995)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)
252.227-7030	Technical Data--Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data. (Sep 2011)
252.227-7038	Patent Rights – Ownership by the Contractor (Dec 2007)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010)
252.239-7001	Information Assurance Contractor Training and Certification (Jan 2008)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (Feb 2011)
252.245-7002	Reporting Loss of Government Property (Feb 2011)

### CLAUSES INCORPORATED IN FULL TEXT

#### **52.217-8 - OPTION TO EXTEND SERVICE**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)**

(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

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whether or not it has exercised other options.

ITEM(S)	LATEST OPTION EXERCISE DATE
4100,	No later than 9 months after the TO Award date.
4200, 6200	No later than 12 months after the TO Award date.
4300	No later than 21 months after the TO Award date.
4400, 6400	No later than 24 months after the TO Award date.
4500	No later than 33 months after the TO Award date.

#### **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 \$ 15,260 **(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
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* To be completed at time of award

#### **52.244-2 SUBCONTRACTS (OCT 2010) - ALTERNATIVE I (JUNE 2007)**

(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

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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 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;

(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

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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-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:

**ALL SUBCONTRACTORS SUBMITTED WITH THE BASIC CONTRACT PROPOSAL OR PROPOSALS  
SUBMITTED IN RESPONSE TO TASK ORDER SOLICITATIONS.**

(End of Clause)

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - Wage Determination (Rev 11) (10 pages) June 2011

Exhibit B - Quality Assurance Surveillance Plan (QASP) (7 pages) January 2012

Exhibit C - Contract Security Classification Specification, DD Form 254 (3 pages) December 2011

Exhibit D - Contract Data Requirements List, DD Form 1423 (CDRLs A001 - A009) (9 pages) January 2012

Attachment 1 - Prime Cost Summary Format (4 pages)

Attachment 2 - Subcontractor Cost Summary Format (3 pages)

Attachment 4 - Rough Order of Magnitude (ROM) template for TI's (5 pages)

Attachment 5 - Sample Staffing Plan (1 page)

Attachment 6 - Sample Technical Instruction (2)

Attachment 7 - Sample Technical Instruction (3)

Attachment 3 - Government Estimated Level of Effort (LOE) \*does not include Surge\* (6 pages)