

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 67	3. EFFECTIVE DATE 08-Mar-2017	4. REQUISITION/PURCHASE REQ. NO. 1300446268		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N63394	7. ADMINISTERED BY (If other than Item 6) CODE		S0512A SCD: C	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4512 / N00178-05-D-4512-L602
	10B. DATED (SEE ITEM 13) 06-Dec-2010
CAGE CODE 3YWE7	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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) Mutual Agreement by all Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

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)	07-Mar-2017	BY (Signature of Contracting Officer)	09-Mar-2017

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GENERAL INFORMATION

The Line of Accounting information is hereby changed as follows:

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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
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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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 _____ or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

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

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

HQ-B-2-0010 NOTE (OPTION)

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

The base period of the task order will be CPFF and (if the options are exercised) the option periods will be CPFF.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(b)

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HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

- (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; 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 TYPE SUMMARY FOR PAYMENT OFFICE (COST

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TYPE) (NAVSEA) (FEB 1997)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 PURPOSE

This Performance Work Statement (PWS) defines the requirements to be provided to Port Hueneme Division Naval Surface Warfare Center (NSWC PHD) providing Technical Engineering Services supporting the Office of Engineering and Technology to optimize the synergistic performance of Strike force Interoperability Systems through top-down systems integration and infusion of technological advances in all management planning. The close coordination and cooperation between Naval Sea Systems Command (NAVSEA), Space and Naval Systems Command (SPAWAR), Naval Air Systems Command (NAVAIR), Numbered Fleet Commanders, other government activities, and participating contractors is imperative to carry out the provisions of this tasking.

2.0 SCOPE

Contractor support will be provided to Naval Surface Warfare Center (NSWC), Code 200, Port Hueneme, CA.

3.0 REQUIREMENTS

3.1 The Contractor shall provide engineering services in support of various Office of Engineering Technology (OET) projects and initiatives such as Strike Group Interoperability engineering, collaborative engineering environment design, planning, and implementation, next generation ISEA innovation development/concept exploration, and test and evaluation planning and execution.

3.1.1 Provide technical support in designing and developing a tool to support Strike Force Warfare Area assessments. This effort shall require expertise in hyper text mark-up language (HTML) programming, database design and implementation, Warfare Area Capability requirements, fleet area of responsibility (AOR) operational requirements, strike group composition and interoperability configurations, and a familiarization with Fleet Readiness Program (FRP). Tasking shall include supporting various types of design, implementation, and other working meetings, updating information in Warfare Area Matrices and other working databases, and programming to integrate In-Service Engineering Agent (ISEA) databases with the collaborative engineering environment tool.

3.1.1.1 Security. The performance of the requirement(s) within the paragraph 3.1 series does contain classified tasking.

3.1.1.1 a. The highest classification level of the tasking in this paragraph block is TOP SECRET.

3.1.1.1 b Classified document storage is not required.

3.1.1.1 c Classified equipment storage is not required.

3.1.1.1 d Communications Security (COMSEC) equipment will be utilized.

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3.1.1.1 e Access to the Secure Internet Protocol Router Network (SIPRNET) is required.

3.1.1.1 f Access to intelligence **is** required.

3.1.1.1 g Access to Sensitive Compartmented Information (SCI) is not required.

3.1.1.1 h Access to NATO information is required.

3.1.1.1 i Access to Foreign Government Information (FGI) is required.

3.1.2 Develop and update Collaborative Engineering Environment (CEE) software requirements and specifications documents. Participate as a member of CEE team to identify the detailed plans for implementation over the next five years. Develop the documentation tree as part of the project plan. The project plan shall describe a system that provides a means of accessing engineering information held on Station by internal and external users. Support the CEE team in documenting the Engineering Information Browser (EIB). The EIB requirements need to be defined as well as how the EIB will integrate data from a number of outside and internal sources. Users requirements and output formats need to be identified. The contractor shall provide updates to the Collaborative Engineering Environment Data Analysis and Implementation Plan and the Engineering Information Browser Design Document. Provide data analysis regarding the numerous sources of data to be integrated with the EIB. Document the Work Breakdown Structure (WBS) and track progress using Microsoft Project.

3.1.2.1 Security. The performance of the requirement(s) within the paragraph 3.1 series does contain classified tasking.

3.1.2.1 a. The highest classification level of the tasking in this paragraph block is SECRET.

3.1.2.1 b Classified document storage is not required.

3.1.2.1 c Classified equipment storage is not required.

3.1.2.1 d Communications Security (COMSEC) equipment will be utilized.

3.1.2.1 e Access to the Secure Internet Protocol Router Network (SIPRNET) is required.

3.1.2.1 f Access to intelligence **is** required.

3.1.2.1 g Access to Sensitive Compartmented Information (SCI) is not required.

3.1.2.1 h Access to NATO information is not required.

3.1.2.1 i Access to Foreign Government Information (FGI) is not required.

3.1.3 Implementation of Next Generation ISEA by NSWC PHD began with establishment of the Readiness Control Center (CC) in Building 1389. The RCC has four primary functions: Fleet Readiness, Improvements, T&E, and Training. Since RCC standup of 01 Oct 2003, contractor support is required to initiate subsequent development phases of the RCC Operations. The support needed is for research, data collection and analysis of RCC functions, processes and systems to create highly professional briefings and other informational materials to showcase NSWC PHD innovative technical capabilities, collaborate engineering efforts, and distance support initiatives. The contractor shall provide draft and final flash presentation materials, script rewrites, NGISE program management plan, and business case analyses, as directed by the OET, which demonstrate the functions and capabilities of the RCC. The use of COMSEC material will be required in support of this task statement. Specifically, the contractor shall be

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required to use crypto material in the use of secure video teleconferencing (VTC) and secure telephone equipment (STE) equipment. This includes obtaining crypto keys from the COMSEC custodian in the Communication Material Security (CMS) Vault, building 442, loading keys into crypto equipment, and operating secure VTC and STE equipments. The operation of the crypto equipment will primarily be in NSWC Port Hueneme building 1389, 1388, 1384, and 445.

3.1.3.1 Security. The performance of the requirement(s) within the paragraph 3.1 series does contain classified tasking.

3.1.3.1 a. The highest classification level of the tasking in this paragraph block is SECRET.

3.1.3.1 b Classified document storage is not required.

3.1.3.1 c Classified equipment storage is not required.

3.1.3.1 d Communications Security (COMSEC) equipment will be utilized.

3.1.3.1 e Access to the Secure Internet Protocol Router Network (SIPRNET) is required.

3.1.3.1 f Access to intelligence **is** required.

3.1.3.1 g Access to Sensitive Compartmented Information (SCI) is not required.

3.1.3.1 h Access to NATO information is not required.

3.1.3.1 i Access to Foreign Government Information (FGI) is not required.

3.1.4 The contractor shall provide services to support the Command, Control, Communications, Computers, Intelligence, and Combat Systems Modernization Process (C5IMP).

3.1.4.1 Update/maintain a capability requirements plan that addresses mission requirements of the numbered Fleet Commanders for their areas of operational responsibility. This plan shall incorporate the Commander, Naval Network Warfare Command (COMNAVNETWARCOM) and the Commander, United States Fleet Command (COMFLTFORCOM) fleet requirements applicable for the C5IMP pertaining to specific ship classes to substantiate configuration baselines meeting fleet mission requirements. Excerpts of classified and unclassified sources shall be used for information and inclusion in the capability requirements plan. Functional requirements shall be mapped to planned configurations for each platform. Gaps between configuration planned and the requirements of each theater/AOR shall be assessed. Assess specific functions or functional parameters that ships will not be capable of performing. Specific interoperability concerns with other platforms shall be highlighted. Quarterly updates will be required.

3.1.4.2 Develop and update baseline capability assessments in support of fleet readiness program milestones, changes to strike group compositions, and proposed strike group realignments. Specific reports will be generated from various databases and other sources to support strike force assessments. Three assessment reports are expected per quarter.

3.1.4.3 Prepare strike force interoperability (SFI) weekly accomplishment reports based on activities of strike force interoperability officers and project engineers. The contractor will work with the strike force interoperability team that consists of various activities such as NAVSEA 62,

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Combat Direction Systems Activity (CDSA) Dam Neck, NUWC Keyport, and NSWC PHD.

3.1.4.4 Provide a status of certification of systems in the C5IMP baseline for each platform, or group of platforms, being certified via Naval Warfare Systems Certification Policy (NWSCP). The contractor shall perform analysis of planned configurations of proposed Strike Groups and provide results to SFIO team and NAVSEA 05H to support recommendations for Strike Group certification. Specific reports will be generated from various databases and other sources to support strike force certification assessments. Perform critical support functions, including but not limited to: drafting project documents, web research, organizing official travel (including compliance with visitor and security requirements), meeting/conference preparation and support, and other functions, as assigned.

3.1.4.5 Provide project coordination for strike force interoperability assessments. The contractor shall be required to perform analysis of planned configurations of proposed Strike Groups and provide results to SFIO team and NAVSEA 05H. This analysis shall include reviewing message traffic for relevant and/or emergent information, research of various web based and other data sources. Specific reports will be generated to support strike force assessments. Additional project coordinator duties include, but are not limited to: organizing official travel (including compliance with visitor and security requirements), meeting/conference preparation/support, and financial expenditure analysis.

3.1.4.6 Provide project coordination for strike force test and evaluation planning and assessments. The contractor shall be required to perform analysis of planned configurations of various types of ships/ship classes/platforms, and provide results to SFIO team. This analysis shall include review of message traffic for relevant and/or emergent information, research of various web based and other data sources, coordination of project and ship schedules, tracking installation status of various ORDALTS, and verification of configuration status.

3.1.4.7 Security. The performance of the requirement(s) within the paragraph 3.1 series does contain classified tasking.

3.1.4.7 a. The highest classification level of the tasking in this paragraph block is TOP SECRET.

3.1.4.7 b Classified document storage is not required.

3.1.4.7 c Classified equipment storage is not required.

3.1.4.7 d Communications Security (COMSEC) equipment will be utilized.

3.1.4.7 e Access to the Secure Internet Protocol Router Network (SIPRNET) is required.

3.1.4.7 f Access to intelligence **is** required.

3.1.4.7 g Access to Sensitive Compartmented Information (SCI) is not required.

3.1.4.7 h Access to NATO information is required.

3.1.4.7 i Access to Foreign Government Information (FGI) is required.

3.1.5 Strike Force Financial Support

Provide support to define financial requirements to assist with development of budget

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projections, methods to track and allocate budgets, and prepare reports. Provide research, analysis, financial reconciliation with other PHD planning and financial systems, data entry, and reporting. Provide assistance with data queries/updates to/from NSWC Sponsor Order System (SOS), Warfare Center Standard Data Warehouse (DW), NAVSEA Standard Accounting and Reporting System (STARS), and Enterprise Resource Planning (ERP) Data Systems.

3.1.5.1 Security.

- 3.1.5.1 a. The highest classification level of the tasking in this paragraph block is FOUO.
- 3.1.5.1 b Classified document storage is not required.
- 3.1.5.1 c Classified equipment storage is not required.
- 3.1.5.1 d Communications Security (COMSEC) equipment will not be utilized.
- 3.1.5.1 e Access to the Secure Internet Protocol Router Network (SIPRNET) is not required.
- 3.1.5.1 f Access to intelligence **is** required.
- 3.1.5.1 g Access to Sensitive Compartmented Information (SCI) is not required.
- 3.1.5.1 h Access to NATO information is not required.
- 3.1.5.1 i Access to Foreign Government Information (FGI) is not required.

3.1.6 Strike Group Interoperability Capabilities & Limitations (C&L) Support

Provide technical writing, graphics development and web-based development of front-end user interfaces and/or applications for the C&L in accordance with classification and applicable releasability guidelines. Perform engineering analysis of C&L content, both to generate new material and update existing information. Develop C&L files in a web-based format so that they are compatible with web-based viewer software onboard ships and at shore stations of U.S. Navy and Joint and Coalition partner Commands. Develop Extensible Markup Language (XML) and XML Style Language Transforms (XSLT) in support of C&L projects. Attend and support C&L and other interoperability meetings/briefings as needed; present prepared briefings when required.

3.1.6.1 Security. The performance of the requirement(s) within the paragraph 3.1 series does contain classified tasking.

- 3.1.6.1 a. The highest classification level of the tasking in this paragraph block is TOP SECRET.
- 3.1.6.1 b Classified document storage is required.
- 3.1.6.1 c Classified equipment storage is required.
- 3.1.6.1 d Communications Security (COMSEC) equipment will be utilized.
- 3.1.6.1 e Access to the Secure Internet Protocol Router Network (SIPRNET) is required.
- 3.1.6.1 f Access to intelligence **is** required.
- 3.1.6.1 g Access to Sensitive Compartmented Information (SCI) is not required.
- 3.1.6.1 h Access to NATO information is required.
- 3.1.6.1 i Access to Foreign Government Information (FGI) is required.

4.0 Security

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4.1 In any case not covered by the provisions of the blocks of paragraphs below or the specific tasking elsewhere in this requirement, the contractor shall immediately consult the COR for the resolution of technical matters regarding the tasking and the Contracting Officer for administrative and general matters.

4.10 Security Requirements Specification

4.10a This procurement does require access to communications security (COMSEC) equipment. Paragraph(s) 3.1.1, 3.1.2, 3.1.3, 3.1.4, and 3.1.6 in the body of the PWS above apply.

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

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

4.10d This procurement does require access to North Atlantic Treaty Organization (NATO) information. Paragraph(s) 3.1.1, 3.1.4, and 3.1.6 in the body of the PWS above apply.

4.10e This procurement does require access to the Secure Internet Protocol Router Network (SIPRNET). Paragraph(s) 3.1.1, 3.1.2, 3.1.3, 3.1.4, and 3.1.6 in the body of the PWS above apply.

4.10f This procurement does require access to Operations Security (OPSEC) Sensitive information. Paragraph(s) 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, and 3.1.6 in the body of the PWS above apply.

4.10g This procurement does require access to Foreign Government Information (FGI). Paragraph(s) 3.1.1, 3.1.4, and 3.1.6 in the body of the PWS above apply.

4.15 Security Clearances.

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

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

4.20 General Security Procedures

4.21 Contractor personnel shall comply with all DoD, DoN, NAVSEA, Naval Base Ventura County (NBVC), Naval Facilities Expeditionary Logistics Center (NFELC), NSWC, local Navy installation and NSWC PHD security instructions, policies, procedures and guidance as they apply to the contractor both on and off Government property at NSWC PHD, remote sites or travel destinations, to include following established check-in and check-out procedures of all contractor personnel occupying Government facilities or otherwise requiring physical access to Naval Base Ventura County, NFELC and NSWC PHD. The provisions of paragraph (4.25) below apply to check-out procedures.

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4.22 (Not Used)

4.23 Common Access Cards (CACs)

4.23a CAC issuance is at the discretion of the Government. The Government reserves the right to change the criteria for CAC issuance at any time without notification to the contractor. The contractor is responsible for ensuring the return of all CACs issued their employees to Naval Base Ventura County Security upon contractor employee separation, the expiration of this procurement and the termination of this procurement as required in paragraph (4.24) below. Reports of the status of contractor personnel occupying NSWC PHD facilities and of the return of CACs shall be made in accordance with Personnel Assignment Report and Common Access Card (CAC) Return Report.

4.23b CACs will normally be issued only to individual contractor personnel who are assigned to this requirement and who meet at least one of the three following criteria:

4.23b(1) The individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the Department on a recurring basis for a period of 6 months or more. Note that CACs will not be issued to contractor personnel merely to allow convenient access to NBVC as an alternative to securing daily base passes or participating in the RAPIDGate program.

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

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

4.24 Government Facilities. Contractors shall not be present in Government facilities unless Government personnel are physically present at all times to carry out security-related functions. Provision will be made by the Government to allow necessary building, site, and facility access for contractor personnel on weekends and Federal holidays when necessary to this requirement. Contractor personnel who must work weekends and Federal holidays but who do not require access to Government buildings, sites and facilities shall work at the contractor facility or such other non-Government facility as may be determined by the contractor as appropriate for the conduct of the work under this requirement.

4.25 Rescission of Access to Government Facilities

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

4.25b In each instance when contractor employees depart Naval Base Ventura County at the end

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of their employment with the company or firm, at the end of the PoP of this procurement, upon their transfer to another procurement, and upon being denied access to Government facilities for whatever reason, the contractor shall ensure the prompt return to the Government of all of the following materials in the possession of that employee:

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

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

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

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

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

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

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

4.26 Emergency Operations. The following provisions apply to emergency operations under conditions of heightened security and Anti-Terrorism Force Protection posture.

4.26a. In the event normal access to any part of the NSWC PHD command or any Government-owned remote site or travel destination is closed as a result of fire, flood, severe weather, power failure, loss of other utilities, force protection posture, terrorist activity, military action, natural or man-made disaster, civil unrest, or other emergency resulting in Government personnel being dismissed or dispersed to other facilities, affected contractor personnel shall be relocated or otherwise directed away from the emergency or disrupted area by the contractor. The contractor shall communicate with the COR as soon as is safely possible to determine whether and when Government facilities may be once again available for use by appropriate contractor personnel. If the COR cannot be reached, the contractor shall contact the Contracting Officer. If Government facilities cannot be made available for contractor use by the start of the following business day, contractor personnel shall be relocated as directed by the contractor who shall confer with the Contracting Officer at the earliest possible opportunity to make alternative facility arrangements for the continuation of contracted work.

4.26b. When contractor personnel cannot access Government facilities for reasons described in paragraph 4.26a above, contractor personnel shall continue performing the requirement of this PWS at the contractor facility or one or more alternative locations unless such performance is impossible due to safety, security, technical and cost considerations.

4.26b1. If the use of alternative facilities will raise the costs of performing the requirement beyond the prices already contracted with the Government, the contractor shall first

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

4.26b2. If the use of alternative facilities is not possible for safety, security, technical and cost reasons, the contractor or subcontractors may at their discretion grant paid or unpaid leave to its affected employees in accordance with their company policies and any collective bargaining agreement (CBA) that may apply. Whether contract payments will be made for time not worked will depend upon the terms and conditions of this contract, including the pricing mechanisms contained within the contract.

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

4.27a In the event a muster report is requested, the contractor will, within one working day of receiving the request, report to the COR or other point of contact designated by the COR the names, geographical locations, and physical status of the contractor personnel assigned to this procurement. Physical condition shall be described as “Mustered – unharmed,” “Mustered – injured,” “Missing,” “Deceased,” or “Unknown” as applicable to the situation. Follow-on update reports may be requested as the emergency develops.

4.27b The information gathered shall be used by the Government exclusively for the purposes shown in paragraphs below. Provision of this information by the contractor and by contractor personnel is voluntary and declining a muster shall, by itself, not be considered relevant to the performance of this requirement.

4.27b(1) Cooperation with emergency personnel in rescue and recovery efforts.

4.27b(2) Determining whether personnel with security clearances and access to classified information are missing, particularly if missing overseas.

4.27b(3) Managing impacts to Government mission areas relative to the tasking in the requirement.

4.28 If an emergency situation creates the possibility of compromise of classified information, classified equipment and COMSEC gear, the contractor shall follow their Emergency Action Plan (EAP). See paragraph (4.80) below.

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

4.30 Information Protection

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

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

4.40 Operations Security

4.41 Background. Operations Security (OPSEC) is a process for protecting unclassified sensitive information from exploitation by an adversary. Sensitive unclassified information – which is also referred to as Critical Information (CI) or Critical Program Information (CPI) – is defined as information that is not classified but which needs to be protected from unauthorized disclosure. Examples are information labeled “For Official Use Only (FOUO),” proprietary information, contractor sensitive information, limited distribution information, and Personally Identifiable Information (PII).

4.42 The contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information as identified in the Critical Information (CI) List [see paragraph (99.45)], and the attached Critical Program Information (CPI) List if applicable. The prime contractor and all subcontractors shall employ the countermeasures listed in paragraph (99.47) below in order to protect that information. Additional countermeasures may be employed as necessary. If an OPSEC Plan is provided, the contractor and all subcontractors shall comply with that plan. These OPSEC requirements will be in effect throughout the life of the procurement from award through the conclusion of services at the end of the Period of Performance (PoP) or other procurement termination. If required, the contractor and all subcontractors shall prepare their own OPSEC Plan.

4.43 All prime contractors and subcontractors shall comply with PHDNSWCINST 3432.1A Operations Security. (PHDNSWCINST 3432.1A is available on the NSWC PHD Portal. Contractors without Portal access may request a copy of this document from the Contracting

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Officer.) All prime contractor and subcontractor personnel assigned to this requirement shall complete the mandatory annual OPSEC training provided by the Government no later than 30 September of each year. Prime contractors and their subcontractors will report to PHD NSWC by 15 October each year the number of their employees assigned to this procurement who were trained, the number remaining to be trained, and the completion percentage. Failure to comply with the requirement for mandatory annual OPSEC training may result in termination of the procurement and may be reported as non-compliant with NAVSEA OPSEC requirements. The prime contractor and all subcontractors shall comply with the Navy's Information Assurance and Personnel Security Requirements for Accessing Government Information Technology (IT) Systems.

4.44 Contractor personnel shall follow Operations Security (OPSEC) concepts and principles in the conduct of this requirement to protect Critical Information [see paragraph (99.45) below], personnel, facilities, equipment and operations from compromise. The contractor shall consult with the COR within 5 working days of receipt of order to determine all special circumstances affecting OPSEC under this requirement. In any case where there is uncertainty or ambiguity regarding OPSEC measures, the contractor shall consult the COR as soon as possible. If the COR is unavailable, the contractor shall consult the contracting officer instead. The prime contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information and comply with all OPSEC guidance in accordance with the references in paragraphs (4.44a) through (4.44d) below:

4.44a PHDNSWCINST 3432.1A Operations Security

4.44b PHD NSWC DD 254 OPSEC Supplement

4.44c Program OPSEC Plan (if applicable)

4.44d All OPSEC requirements as identified in the this Performance Work Statement (PWS).

4.45 Critical Information. Critical information is specific facts about the intentions, capabilities, operations, or activities of NSWC PHD and its supporting contractors needed by adversaries or competitors to plan and act, so as to guarantee failure or unacceptable consequences for mission accomplishment. The items in paragraphs (4.45a) through (4.45r) below are deemed to be general Critical Information (CI) for the purposes of this requirement.

4.45a Force Protection countermeasures

4.45b Information Technology (IT) network vulnerabilities and defenses

4.45c Employee personal information, including Social Security Number (SSN), home address, home telephone number, family information, financial data, and similar sensitive information which might contribute to identity theft and the breach of DoD security systems.

4.45d Engineering processes

4.45e Budgetary and financial information

4.45f Overseas travel

4.45g Content of DoD and contractor portals

4.45h Passwords and combinations

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- 4.45i Counterintelligence measures
- 4.45j Combat systems capabilities
- 4.45k Combat systems vulnerabilities and limitations
- 4.45l Test and evaluation (T&E) schedules
- 4.45m Self Defense Test Ship (SDTS) configuration, schedules and movements
- 4.45n Ships' schedules and movements, including port visits
- 4.45o Ships' readiness and material condition, including casualty report (CASREP) status; Combat Systems Ship Qualification Trial (CSSQT) events, scenarios and schedules; and other information that could be used to determine a ship's combat readiness and deduce movements.
- 4.45p New combat systems technologies and demonstrations
- 4.45q Technical documentation
- 4.45r DoD, Navy, NAVSEA, NSWC and NSWC PHD website pages and contents, except public-facing contents
- 4.45s Location, deployment, movements, capabilities, vulnerabilities and readiness condition of US, allied and friendly forces worldwide

4.46 Minimum Protection Requirements for Critical Information. Critical information is exempt from public release under Exemption 2 [high (b) (2)] of the Freedom of Information Act (FOIA). It is designated "For Official Use Only (FOUO)" and is considered controlled unclassified information. The following Information Security requirements apply:

4.46a Controlled Unclassified Information (CUI): Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

4.46b Minimum Requirements for Access to Controlled Unclassified Information (CUI): Prior to access, contractor personnel requiring access to DoN controlled unclassified information (CUI) or "user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or contractor entity representative for a suitability determination by DoN Central Adjudication Facility.

4.46c Minimum Protection Requirements for Controlled Unclassified Information (CUI): Contract deliverables taking the form of unclassified limited-distribution documents [e.g., "For Official Use Only (FOUO)," Distribution Statement Controlled] are not authorized for public

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release and therefore shall not be posted on a publicly accessible web server or electronically transmitted via electronic mail unless appropriately encrypted.

4.47 Countermeasures. Countermeasures to Critical Information exploitation are required to negate the susceptibility of critical information to exploitation by an adversary or competitor. The contractor shall protect all CI listed in paragraph (4.45) above in a manner appropriate to the nature of the information, including use of the countermeasures listed in paragraphs (4.47a) through (4.47k) below, as applicable to each specific item of CI:

4.47a Encryption of electronically-stored CI.

4.47b Encryption of e-mail containing CI.

4.47c Storage of hard copy CI, optical media and external hard drives in locked containers when not in use.

4.47d Transmission of CI to the minimum set of recipients with a need to know.

4.47e Proper marking of CI with warnings to include at a minimum "FOR OFFICIAL USE ONLY"; as appropriate to the nature of the CI it shall also be marked with "UNCLASSIFIED BUT SENSITIVE," "PRIVACY ACT INFORMATION," "PERSONALLY IDENTIFYING INFORMATION," "PROTECT FROM UNAUTHORIZED DISCLOSURE" or other similar statements cautioning protection of the CI.

4.47f Restricting disclosure of CI at meetings and conferences (including teleconferences) to the minimum necessary to the performance of this requirement.

4.47g Immediate and appropriate destruction in a manner precluding reconstruction of all CI no longer needed under this requirement.

4.47h Restricting verbal discussion of CI to venues and circumstances that prevent the monitoring and interception of the discussion by unauthorized personnel.

4.47i Maintaining current, successful completion of Navy-mandated Information Assurance (IA) and OPSEC training by all personnel handling CI.

4.47j Refraining from the use of unencrypted cellular telephones to transmit CI.

4.47k Refraining from the use of foreign postal systems to ship CI.

4.47l Promptly retrieving documents containing CI printed on printers accessible by persons without a need to know the CI.

4.47m Use of cover pages or other appropriate means to prevent the viewing of CI by unauthorized persons.

4.47n Limiting the inclusion of CI in contract and budget documents, presentations, press releases and other publications to that which is essential to the performance of this requirement.

4.47o Use of protected databases and strong passwords and the protection of user identifications (UserIDs).

4.47p During test and evaluation events (as applicable to this requirement) practice OPSEC methodologies with respect to staging units, personnel and materials out of the observation of unauthorized persons; desensitization; and the speed of execution of the event.

4.48 Specific Critical Program Information. Paragraph (4.45) contains the generic categories of Critical Information to be protected under this requirement. For reasons of Operations Security,

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Critical Program Information (CPI) will not be identified to offerors prior to award. CPI will be identified to the successful offeror only after receipt of order.

4.49 Compromise. The contractor shall notify the COR within one business day of all known and suspected compromises of CI. If the COR cannot be reached, the contractor shall notify the contracting officer instead. Notification can be made by any means consistent with the protection of the subject CI.

4.50 “For Official Use Only (FOUO)” Information

4.50a The “For Official Use Only (FOUO)” marking is assigned to information at the time of its creation. It is not authorized as a substitute for a security classification marking but is used on official Government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).

4.50b Use of FOUO markings does not mean that the information can’t be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it. Review of FOUO information provided by, and created under contract to, NSWC PHD must be reviewed by NSWC PHD.

4.50c All UNCLASSIFIED documents created under this procurement that contain FOUO information will be marked “FOR OFFICIAL USE ONLY” on the bottom of the cover page and interior pages.

4.50d Classified documents containing FOUO do not require any markings on the cover of the document. However, the interior pages containing only FOUO information shall be marked at the top and bottom center with “FOR OFFICIAL USE ONLY.” Only unclassified portions containing FOUO shall be marked with “(FOUO)” immediately before each unclassified FOUO portion.

4.50e All FOUO information released to the contractor by NSWC PHD will be marked with the following statement prior to transfer:

THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. EXEMPTION(S) _____ APPLY.

Removal of the FOUO marking may be accomplished only by the originator or other competent authority. The contractor SHALL NOT REMOVE ANY FOUO MARKING WITHOUT WRITTEN AUTHORIZATION FROM NSWC PHD OR THE AUTHOR. The Government will notify the contractor when the FOUO status is terminated.

4.50f The contractor is authorized to disseminate FOUO information to its employees and team mates having a need to know the information in order to accomplish the requirements of this procurement.

4.50g During working hours, reasonable steps shall be taken to minimize the risk of access to FOUO information by unauthorized personnel. FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need to know the

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information in order to perform the requirements of this procurement. During nonworking hours, the FOUO information shall be stored in a locked desk, file cabinet, bookcase, rooms, or other lockable container or space affording reasonable protection from unauthorized disclosure.

4.50h FOUO information may be transmitted via US postal service first-class mail, parcel post and fourth-class mail for bulk shipments only. The contractor shall not permit FOUO information to enter foreign postal systems and parcel delivery systems.

4.50i When no longer needed, FOUO information shall either be returned to appropriate Government custody or destroyed in a manner precluding reconstruction of the information and then and placing it in the regular refuse or recycle container or in an uncontrolled burn container.

4.50j Electronic transmission of FOUO information (via voice, data, or facsimile transmission) shall be by approved secure communications systems. If circumstances preclude the use of such a system, the contractor shall consult the COR; if the COR is not available and time requirements do not permit delay, the contractor shall consult the contracting officer.

4.50k Unauthorized disclosure of FOUO information does not constitute a security violation but the contractor shall inform the COR within one business day of all known and suspected compromises of FOUO information. If the COR cannot be reached, the contractor shall notify the contracting officer instead. Notification can be made by any means consistent with the protection of the subject FOUO information. The unauthorized disclosure of a FOUO information protected by the Privacy Act may result in criminal sanctions.

4.60 Communications Security (COMSEC). The use of COMSEC material will be required in support of this task statement. Specifically, the contractor shall be required to use crypto material in the use of secure VTC and STE equipment. This includes obtaining crypto keys from the COMSEC custodian in the CMS Vault, building 442, loading keys into crypto equipment, and operating secure VTC and STE equipments. The operation of the crypto equipment will primarily be in NSWC Port Hueneme building 1389, 1388, 1384, and 445.

4.61 All contractors and subcontractors must comply with all policy and procedures in regards to the proper handling, accountability, use and safeguarding of COMSEC material and equipment. Particular emphasis must be given to educating personnel in how to identify COMSEC Incidents and Practices Dangerous to Security (PDS). Prior to receiving or accessing COMSEC material or equipment the contractor or subcontractor must contact the PHD NSWC EKMS Manager. If COMSEC equipment or material usage is required a Memorandum of Agreement must be signed by a Contracting Company representative and the Commander of NSWC PHD.

4.62 The requirements for the place of performance of tasking involving COMSEC material and equipment are as follows:

4.62a EKMS 1B, EKMS Policy and Procedures for Navy Electronic Key Management System Tiers 2 & 3.

4.62b OPNAV Instruction 2221.5C, Release of Communication Security (COMSEC) Material to U.S. Industrial Firms Under Contract to the US Navy.

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4.62c SECNAV M-5510.36, Department of the Navy Information Security Program.

4.62d NSWC PHD Instruction 2281.1K, Instructions For The Handling And Control Of Communications Security Material System And Procedures.

4.62e All individuals provided access to COMSEC material shall be briefed annually and monthly regarding the unique nature of COMSEC material and their security responsibilities to safeguard and control it.

4.62f Individuals granted access to Classified COMSEC material must hold a final Government security clearance for the level of classification involved.

4.62g Contractor personnel who are granted access to COMSEC material must be US citizens.

4.70 Intelligence

The contractor **requires** access to all applicable documents, including System-specific class guides, in order to perform warfare area assessments in support of the strike force interoperability project. Access to non-SCI intelligence is required for this tasking. SIPRNET access is required for this tasking.

4.71 All prime contractors and subcontractors shall comply with Director of Central Intelligence Directive (DCID) 1/7, Security Controls on the Dissemination of Intelligence Information. (A copy of this document may be requested from the Contracting Officer.) Appropriate specifics are outlined on DCID 1/7, Section 6.0 to 15.0, pp. 4-11, respectively. All SIPRNET account requirements as stated in this Performance Work Statement constitute compliance with DCID 1/7 guidance and procedures.

4.72 Access to Non-SCI intelligence material defined and controlled by DCID 1/7 is hereby authorized by the NSWC PHD Senior Intelligence Officer. At the end or completion of this procurement the prime contractor and subcontractors must return to appropriate Government custody all pertinent intelligence materials and documentation provided by the Government in accordance with DoD 5220.22-M (NISPOM). NOTE: Government approval is required PRIOR to subcontracting involving access to intelligence information.

4.73 Failure to comply with these security requirements may constitute grounds to terminate this procurement for cause and report it as a security violation to appropriate Intelligence Community authorities and NAVSEA Headquarters.

4.80 Emergency Action Plans (EAPs) (Not Used)

4.90 Training Requirements

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

4.92 The contractor shall require all prime contractor and subcontractor personnel performing

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this requirement to successfully complete the following training at the frequency listed in paragraphs (4.92a) and (4.92b) below and maintain currency of training for the duration of the Period of Performance:

4.92a Basic Training Specified of All Requirements [This paragraph contains training that is required of all contractors.]

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

4.92b Specialized Training Required for this Requirement

TRAINING	FREQUENCY
Anti-Terrorist Force Protection	Once per calendar year
Courier	Once per calendar year
NATO In-brief	Once at Receipt of Order
NATO Out-brief	Once at end of procurement
Intelligence (SCI)	NA
Annual NSWC PHD COMSEC	Once per calendar year
Monthly NSWC PHD COMSEC	Monthly

4.92c The training requirements specified in paragraphs (4.92a) and (4.92b) above shall apply once to each contractor employee per course per period (“FREQUENCY”) regardless of the number of NSWC PHD procurements to which the individual contractor employee is assigned. Completion of each training requirement for one NSWC PHD procurement shall meet the training requirements for all NSWC PHD procurements within the period specified (“FREQUENCY”).

4.93. The contractor shall maintain a list of personnel who have completed the training specified in paragraph (4.92) above. This list shall be submitted with a letter certifying that the list is current, complete, and accurate as of the date of submission. The list and certification shall be submitted to the COR with a copy to the Contracting Officer, within 5 days after receipt of order and quarterly thereafter. When there are any changes to contractor’s personnel and when it is specifically requested by the COR or Contracting Officer, the list and certification shall be provided within 5 days from the date of the request. Contractor personnel working on two or more NSWC PHD procurements need complete this training only once per stated period and it shall be applicable to all current NSWC PHD procurements. See paragraph (4.92c) above. However, completion of such training shall be certified individually for each NSWC PHD procurement with this training requirement.

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SECTION D PACKAGING AND MARKING

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

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data 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/task order number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract, supplemented by the Performance Requirements Summary in conjunction with the Quality Assurance Surveillance Plan (QASP) for this task order.

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SECTION F DELIVERABLES OR PERFORMANCE

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

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are as follows:

Deliveries or performance shall be in accordance with the Section D of the SeaPort-e Multiple Award IDIQ contract.

The following FAR Clauses are included by reference:

52.242-15 STOP WORK ORDER AUG 1989

52.242-15 STOP WORK ORDER (ALT I) APR 1984

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SECTION G CONTRACT ADMINISTRATION DATA

Other terms and conditions are in accordance with Section G of the Seaport-e Multiple Award Contract (MAC).

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under

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this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document(s) (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N63394</u>
Admin DODAAC	<u>S0512A</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	<u>N63394</u>
Service Acceptor DODAAC	<u>N63394</u>
Service Approver DODAAC	<u>N63394</u>
Ship To DODAAC	<u>N63394</u>
DCAA Auditor DODAAC	<u>HAA724</u>
LPO DODAAC	<u>N63394</u>
Inspection Location	<u>DESTINATION</u>
Acceptance Location	<u>DESTINATION</u>

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Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in 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 ODCs (materials and travel), by line item task or subtask. 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 and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the local WAWF point of contact

(End of Text)

WAGE DETERMINATION

The Department of Labor Wage Determination for Ventura, California, Wage Determination No. 2005-2071 Revision 12, dated 06/22/2010 is provided as attachment (3) to the Task Order. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your labor cost proposal.

NOTE: Escalation of rates in the option years for labor categories under the SCA is not allowable. If a new wage determination is incorporated via issuance of a modification, adjustment may be made to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or

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decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Accounting Data

SLINID	PR Number	Amount

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

Special contract requirements (Section H Clauses) shall be in accordance with Section H of Seaport-e Multiple Award IDIQ contracts and as describe below.

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.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the

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Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD

Monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building), telephone number and NSWC PHD branch-level organizational code supported, and shall highlight any personnel gains or losses.

CERTIFICATION OF NON-DISCLOSURE STATEMENT

Contractor shall provide to the PCO Non-Disclosure Statements (Attachment (5)) from all contractor personnel working on-site at NSWC PHD immediately upon start of work in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and organizational code supported.

PHD NSWC CONTRACTOR'S LEAN PARTICIPATION REQUIREMENT

The contractor may be required to participate in Government conducted Value Stream Analyses (3 days) or Rapid Improvement Events (5 days). The contractor will be given at least 30 days notice before requested participation. Contractor expenses incurred during these events will be paid by the government. After a Rapid Improvement Event, the contractor shall implement any identified process improvements and report associated cost savings to the government. In addition, the contractor shall report contractor generated process improvements (not resulting from government conducted lean events) and report associated cost savings to the government.

FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, Attachment (4) attached hereto.

PHD NSWC CONTRACTOR'S LEAN PARTICIPATION REQUIREMENT

The contractor may be required to participate in Government conducted Value Stream Analyses (3 days) or Rapid Improvement Events (5 days). The contractor will be given at least 30 days notice before requested participation. Contractor expenses incurred during these events will be paid by the government. After a Rapid Improvement Event, the contractor shall implement any identified process improvements and report associated cost savings to the government. In addition, the contractor shall report contractor generated process improvements (not resulting from government conducted lean events) and report associated cost savings to the government.

PHD NSWC - POST AWARD MEETING

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held (TBD at contract award).

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(b) The contractor will be given at least five working days notice prior to the date of the conference by the Contracting Officer.

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

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(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:

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

(c) CLINs/SLINs **TBD** are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

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

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

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

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

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

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

The Contractor shall acknowledge this order within five days of receipt.

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

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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

252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

(a) Definitions.

"Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of _____ and uses Fiscal Year 2010 funds.

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(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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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.

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SECTION I CONTRACT CLAUSES

The following clauses are incorporated by reference

52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC1996
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING	APR 2008
52.222-3	CONVICT LABOR	JUN 2003
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.244-2	SUBCONTRACTS	AUG 1998
52.244-2	SUBCONTRACTS (ALTERNATE I)	JAN 2006
52.248-1	VALUE ENGINEERING	FEB 2000
252.215-7003	EXCESSIVE PASS-THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT	APR 2007
252.215-7004	EXCESSIVE PASS-THROUGH CHARGES	APR 2007
252.223-7004	DRUG FREE WORK FORCE	SEP 1988
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF AND HAZARDOUS MATERIALS	APR 1993

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

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

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(End of clause)

Employee Class Monetary Wage—Fringe Benefits

STATEMENT OF CORRELATION – DOL WAGE CATEGORIES

The above represents the Government correlation of RFP labor categories to the Department of Labor (DoL) Wage Categories. This correlation is provided to assist offerors in preparing realistic price proposal and to assist offerors in complying with the Service Contract Act (SCA). Offerors who fail to propose in accordance with this clause may risk rejection or the cost proposal will be adjusted for cost realism. Offerors are reminded that compliance with the SCA and DoL Wage Determination is mandatory and any evidence of noncompliance will be forwarded to the DoL.

(End of clause)

52.215-23 Limitations on Pass-Through Charges (Oct 2009)

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

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (*e.g.*, processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge”, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract, as defined in FAR [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor”, as defined in FAR [44.101](#), means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Reporting.* Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order.

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The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract.

The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart [31.2](#); and

(2) For applicable DoD fixed-price contracts, as identified in [15.408\(n\)\(2\)\(i\)\(B\)](#), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR [52.215-2\(a\)](#)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR [52.215-2\(a\)](#)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in [15.408\(n\)\(2\)\(i\)\(B\)\(2\)](#), that exceed the threshold for obtaining cost or pricing data in accordance with FAR [15.403-4](#).

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage—Fringe Benefits

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STATEMENT OF CORRELATION – DOL WAGE CATEGORIES

The above represents the Government correlation of RFP labor categories to the Department of Labor (DoL) Wage Categories. This correlation is provided to assist offerors in preparing realistic price proposal and to assist offerors in complying with the Service Contract Act (SCA). Offerors who fail to propose in accordance with this clause may risk rejection or the cost proposal will be adjusted for cost realism. Offerors are reminded that compliance with the SCA and DoL Wage Determination is mandatory and any evidence of noncompliance will be forwarded to the DoL.

(End of clause)

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

(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, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

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

NOTE: The last option year period may not go beyond the contractor's basic contract's period of performance, and is contingent upon the Seaport-e Multiple Award Contract (MAC) Option exercise.

**252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES
RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS
(DEVIATION) (FEB 2010)**

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of _____ and uses Fiscal Year 2010 funds.

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(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Corrected DD254

Attachment 2 - QASP

Attachment 3 - Wage Determination