

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 5

2. AMENDMENT/MODIFICATION NO.  
04

3. EFFECTIVE DATE  
05-Oct-2016

4. REQUISITION/PURCHASE REQ. NO.  
N/A

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

6. ISSUED BY CODE

N00164

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC, CRANE DIVISION  
300 Highway 361 - Building 3373  
Crane IN 47522-5001  
marvin.p.gibson@navy.mil 812-854-5966

DCMA Manassas  
14501 George Carter Way, 2nd Floor  
Chantilly VA 20151

SCD: C

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

Phoenix Group Of Virginia, Incorporated dba PGV  
630C Woodlake Drive  
Chesapeake VA 23320-1449

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7871-EH01

10B. DATED (SEE ITEM 13)

25-Apr-2016

CAGE CODE  
4YUB2

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)

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

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

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.)  
SEE PAGE 2

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

Joshua Lively, CFO/Contracts Manager

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

Matthew S Summers, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

/s/Joshua Lively  
(Signature of person authorized to sign)

06-Oct-2016

BY /s/Matthew S Summers  
(Signature of Contracting Officer)

06-Oct-2016

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 2 of 5	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is incorporate multiple revisions/corrections. Accordingly, said Task Order is modified as follows:

### SECTION B

1. Consolidate ceiling of Option CLINs 7100/7101, 7200/7201, 7300/7301, and 7400/7401 to 7100, 7200, 7300, and 7400. CLINs 7101, 7201, 7301, and 7401 are "Reserved"; no funding will be obligated under these CLINs.
2. CLINs 7000/7001, 7100/7101, 7200/7201, 7300/7301, and 7400/7401 are modified from Cost-Plus-Incentive-Fee to Cost-Plus-Fixed-Fee.
3. CLINs 7300/7301, and 7400/7401 are modified from Award-Terms to Option Years.
4. NOTE A: LEVEL OF EFFORT and NOTE B: OPTION are modified consistent with the Cost-Plus-Fixed-Fee CLINs contained in the schedule.
5. NOTE C: AWARD TERM is removed.
6. NOTE E: INCENTIVE FEE is removed.

### SECTION C

1. General Information - Background is modified from, "The contractor must be able to handle, receive and transmit NOFORN information in compliance with OPNAVINST 9210.3." to "The contractor must be able to handle NOFORN information in compliance with OPNAVINST 9210.3."
2. The statement, "The Contractor shall have the capability to interface and access LIVELINK, Navy Data Environment (NDE), and PEO Aircraft Carriers Integrated Digital Environment (IDE). IDE access shall be required for all employees to access work support and document archives that are germane to the performance of this contract." is removed from General Information - General Requirements, Paragraph 6.
3. CNIN-NOTICE-0003 CONTRACTOR MANPOWER REPORTING (NOV 2013) is incorporated.
4. HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001) is modified to complete fill-ins.

### SECTION D

1. HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990) is modified to correct the listed sponsor.

### SECTION F

1. The period of performance for 7000/7001, 7100/7101, 7200/7201, 7300/7301, 7400/7401 and 9000, 9100, 9200, 9300, 9400 and associated SLINs are corrected consistent with Block
3. EFFECTIVE DATE of the awarded task order.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 3 of 5	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## SECTION G

1. HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE is incorporated.
2. TYPE OF ORDER is modified to list Cost-Plus-Fixed-Fee consistent with the schedule in Section B.
3. 252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009) is incorporated.
4. 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) is modified to list N00164 as the Issue By DoDAAC.
5. Accounting Data is modified to list "10 USC 2410(a) Authority is hereby invoked." under SLINs 700001, 700002, 700003, 9000AB, 9000AC, and 9000AD.
6. SECTION G NOTES (NOV 2014) is incorporated.

## SECTION H

1. NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) is modified to complete fill-ins. Paragraph (i) is modified to change 10% to 29%.
2. NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) is modified to complete fill-ins.

## SECTION I

1. FAR 52.216-8 FIXED FEE is incorporated by reference.
2. FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) is removed.
3. FAR 52.216-1 TYPE OF CONTRACT (APR 1984) is removed.
4. FAR 52.216-10 INCENTIVE FEE (JUN 2011) is removed.
5. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009) is modified consistent with Cost-Plus-Fixed-Fee CLINs contained in the schedule in Section B.
6. FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011) is incorporated by reference.

## SECTION J

1. Attachment 1 Contract Data Requirements List is revised.
2. Attachment 2 Non-Disclosure Agreement is revised.
3. Attachment 3 Quality Assurance Surveillance Plan is incorporated.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 4 of 5	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

4. The following attachments are removed:

- Attachment 3 Cost Summary Format
- Attachment 4 Past Performance Questionnaire
- Attachment 5 Previous Contracting Efforts
- Attachment 6 Award Term Plan
- Attachment 7 Defence [sic] Contract Audit Agency (DCAA) Rate-Check Template
- Attachment 9 Staffing Plan - No Cost
- Attachment 10 Staffing Plan - With Cost
- Attachment 11 Section B Fill-ins and Other Direct Costs (ODC)

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$ by \$0.00 to \$.

The total value of the order is hereby increased from \$ by \$0.00 to \$. The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7000	4/11/2016 - 12/11/2016	4/25/2016 - 4/24/2017
7001	4/11/2016 - 12/11/2016	4/25/2016 - 4/24/2017
7100	9/15/2016 - 9/14/2017	4/25/2017 - 4/24/2018
7101	9/15/2016 - 9/14/2017	4/25/2017 - 4/24/2018
7200	9/15/2017 - 9/14/2018	4/25/2018 - 4/24/2019
7201	9/15/2017 - 9/14/2018	4/25/2018 - 4/24/2019
7300	9/15/2018 - 9/14/2019	4/25/2019 - 4/24/2020
7301	9/15/2018 - 9/14/2019	4/25/2019 - 4/24/2020
7400	9/15/2019 - 9/14/2020	4/25/2020 - 4/24/2021
7401	9/15/2019 - 9/14/2020	4/25/2020 - 4/24/2021
9000AA	4/11/2016 - 12/11/2016	4/25/2016 - 4/24/2017
9000AB	4/11/2016 - 12/11/2016	4/25/2016 - 4/24/2017
9000AC	4/11/2016 - 12/11/2016	4/25/2016 - 4/24/2017
9000AD	4/11/2016 - 12/11/2016	4/25/2016 - 4/24/2017
9000AE	4/11/2016 - 12/11/2016	4/25/2016 - 4/24/2017

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 5 of 5	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

9000AF	4/11/2016 - 12/11/2016	4/25/2016 - 4/24/2017
9000AG	4/11/2016 - 12/11/2016	4/25/2016 - 4/24/2017
9000AH	4/11/2016 - 12/11/2016	4/25/2016 - 4/24/2017
9000AJ	4/11/2016 - 12/11/2016	4/25/2016 - 4/24/2017
9100AA	9/15/2016 - 9/14/2017	4/25/2017 - 4/24/2018
9200AA	9/15/2017 - 9/14/2018	4/25/2018 - 4/24/2019
9300AA	9/15/2018 - 9/14/2019	4/25/2019 - 4/24/2020
9400AA	9/15/2019 - 9/14/2020	4/25/2020 - 4/24/2021

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

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 1 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Base Year - Manpower and technical services for process engineering and technical support for ship-specific project management teams and oversight of life cycle integrated logistics in accordance with Section C in support of PEO Carriers, PMS 312. (Fund Type - TBD)	16890.0	LH			
700001	R425	ILS Certification (O&MN,N)					
700002	R425	ILS Material Support (O&MN,N)					
700003	R425	CVN 65 Prgm Spt (O&MN,N)					
7001	R425	Base Year - Integrated Logistics Support (ILS) and Refueling and Complex Overhaul (RCOH) in accordance with Section C in support of PEO Carriers, PMS 312. (Fund Type - TBD)	17901.0	LH			
700101	R425	72 RCOH Prgm Spt (SCN)					
700102	R425	73 RCOH Prgm Spt (SCN)					
700103	R425	74 RCOH Prgm Spt (SCN)					
700104	R425	72 RCOH SCOOP (SCN)					
700105	R425	72 RCOH CALICO (SCN)					
7100	R425	Option Year 1 - Manpower and technical services for process engineering and technical support for ship-specific project management teams and oversight of life cycle integrated logistics in accordance with Section C in support of PEO Carriers, PMS 312. (Fund Type - TBD)	32250.0	LH			
		Option					
7101	R425	Reserved (Fund Type - TBD)	0.0	LH			
		Option					
7200	R425	Option Year 2 - Manpower and technical services for process engineering and technical support for ship-specific project	32250.0	LH			

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 2 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		management teams and oversight of life cycle integrated logistics in accordance with Section C in support of PEO Carriers, PMS 312.E (Fund Type - TBD)					
		Option					
7201	R425	Reserved (Fund Type - TBD)	0.0	LH			
		Option					
7300	R425	Option Year 3 - Manpower and technical services for process engineering and technical support for ship-specific project management teams and oversight of life cycle integrated logistics in accordance with Section C in support of PEO Carriers, PMS 312. (Fund Type - TBD)	32250.0	LH			
		Option					
7301	R425	Reserved (Fund Type - TBD)	0.0	LH			
		Option					
7400	R425	Option Year 4 - Manpower and technical services for process engineering and technical support for ship-specific project management teams and oversight of life cycle integrated logistics in accordance with Section C in support of PEO Carriers, PMS 312. (Fund Type - TBD)	29709.0	LH			
		Option					
7401	R425	Reserved (Fund Type - TBD)	0.0	LH			
		Option					

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		Contract Data Requirements List (CDRLs) - Not Separately Priced	1.0	LO		NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		ODC in support of CLIN 7000 and 7001			

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 3 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000AA	R425	ODC in support of CLIN 7000 and 7001 (Fund Type - TBD)	1.0	LO	
9000AB	R425	ILS Cert ODC (O&MN,N)	1.0	LO	
9000AC	R425	ILS Mat Support ODC (O&MN,N)	1.0	LO	
9000AD	R425	CVN 65 Prgm Spt ODC (O&MN,N)	1.0	LO	
9000AE	R425	72 RCOH Prgm Spt ODC (SCN)	1.0	LO	
9000AF	R425	73 RCOH Prgm Spt ODC (SCN)	1.0	LO	
9000AG	R425	74 RCOH Prgm Spt ODC (SCN)	1.0	LO	
9000AH	R425	72 RCOH SCOOP ODC (SCN)	1.0	LO	
9000AJ	R425	72 RCOH CALICO ODC (SCN)	1.0	LO	
9100		ODC in support of CLIN 7100			
9100AA	R425	ODC in support of CLIN 7100 (Fund Type - TBD)	1.0	LO	
		Option			
9200		ODC in support of CLIN 7200			
9200AA	R425	ODC in support of CLIN 7200 (Fund Type - TBD)	1.0	LO	
		Option			
9300		ODC in support of CLIN 7300			
9300AA	R425	ODC in support of CLIN 7300 (Fund Type - TBD)	1.0	LO	
		Option			
9400		ODC in support of CLIN 7400			
9400AA	R425	ODC in support of CLIN 7400 (Fund Type - TBD)	1.0	LO	
		Option			

**NOTE A: LEVEL OF EFFORT**

(Applicable to CLINs 7000/7001, 7100/7101, 7200/7201, 7300/7301, and 7400/7401.)

For Labor Items, Offerors shall propose man-hours specified in Section B to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) and LEVEL OF EFFORT clauses apply to these Items. Subcontractor Labor shall be billed under these line items. Total proposed labor hours for each CLIN shall be in accordance with the provided Government requirement which is the Government's best estimate of anticipated level of effort.

**NOTE B: OPTION**

(Applicable to CLINs 7100/7101, 7200/7201, 7300/7301, 7400/7401, 9100, 9200, 9300, and 9400 if exercised.)

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

**NOTE C: OTHER DIRECT COST (ODC)**

(Applicable to CLIN 9000, and CLINs 9100, 9200, 9300, and 9400 if exercised.)



CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 4 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

These items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not to allowable indirect costs or burdens.

**NOTE D: NOT SEPARATELY PRICED (NSP)**

(Applicable to CLIN 8000.)

Price included in the price of Labor CLIN(s).

**CLAUSES INCORPORATED IN FULL TEXT:**

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

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

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

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

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

**HQ B-2-0012 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JAN 2008)**

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAW document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 5 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to five percent (5.00%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money) Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**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.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 6 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(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 SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

This entire contract is cost-type.

Cost-Plus Fixed Fee CLINS:

7000, 7001, 7100, 7101, 7200, 7201, 7300, 7301, 7400, 7401

Cost-Only CLINS:

9000, 9100, 9200, 9300, 9400

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 7 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### GENERAL INFORMATION

#### BACKGROUND

The Program Executive Office for Aircraft Carriers (PEO Carriers) is tasked with supporting the construction and life cycle management of aircraft carriers for the Navy. Near the midpoint of an aircraft carrier's service life, it undergoes a Refueling Complex Overhaul (RCOH) to refuel the ship, restore operating margins on distributed ship systems, recapitalize, modernize and repair the ship. The RCOH is divided into two specific phases. The planning phase occurs over a three to four year period and determines the technical requirements, develops project design documentation, and estimates the resources to accomplish the RCOH mission. The execution phase lasts about three and half years and allocates resources to the plan and completes the RCOH mission. Nuclear powered aircraft carriers are only built by Huntington Ingalls Industries – Newport News Shipbuilding (HII-NNS). Because of the existing capability and nuclear fuel handling requirements, all refueling work on aircraft carriers is conducted at HII. The contractor shall comply with FAR clause 52.204-2 entitled "Security Requirements," as well as, follow all PEO Carriers Information Technology (IT) guidance in accordance with the PEO Carriers Activity Chief Information Officer (ACIO).

The contractor shall support PEO Carriers, PMS 312, by providing manpower and technical services for process engineering and technical support for ship-specific project management teams consisting of Government, military, and contractor personnel. Support will be provided to authorized teams for process documentation and improvement methods and training, integrated program and project leadership team operations, RCOH planning and execution strategies, and analytical process reviews and measures. The collective effort of the teams serves as a broad repository of the combined knowledge base of the participants. As such, the support team will be required to organize, manage, maintain and retrieve the records of individual teams and draw from them to anticipate future support requirements. These historical records of each project shall be reviewed and considered for inclusion in the RCOH Program Management Plan and other Program Office documentation as a legacy for subsequent availabilities.

The contractor shall assist in providing Government oversight of Life Cycle Integrated Logistic Support, document and validate configuration and logistics changes throughout the life cycle of the ship, review/complete Alteration ILS Certifications and ensure logistics elements are available and provided to meet required logistics milestones. In addition, the contractor will provide support to Carrier Availability Logistics Integration Coordinator (CALICo) for the In-Service Aircraft Carrier ILS certification process. Support includes reviewing CVN ILS certification (via NDE) against approved ship's installation drawings (SIDs) and researching various ILS web portals (ERP, PMSMIS, TDMIS, CDMD-OA, CANTRAX) to ensure the accuracy of the ILS certification data.

The contractor will provide an integrated support organization that best aligns itself with the PMS 312 organizational structure. The contractor must develop a team that integrates a diverse group of experts with extensive experience in (RCOH) and (ILS), with a high importance in ILS certification required by PMS 312. The contractor must be able to handle NOFORN information in compliance with OPNAVINST 9210.3. Support is expected at the Program Management Office (PMO), managerial, program management, financial, ILS subject matter expert levels and will be required across the continental United States and abroad.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 8 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

General Requirements are as follows:

1. The Contractor shall be proficient in MS Office 2007 or higher software version that match versions currently in use within the Program Executive Office, including but not limited to MS Word, MS PowerPoint, MS Excel, MS Visio, MS Project, MS Access and Adobe Acrobat Exchange.
2. Contractor shall provide a monthly performance and cost report to the COR (Reference Attachment 1 Contract Data Requirements List - Performance and Cost Report).
3. The Contractor shall provide admin support to include, but not limited to: the production of briefing slides, metric charts, program schedules, and organizational charts, as required. All deliverables shall be consistent with Microsoft Office and Project Management software versions currently utilized by PEO Aircraft Carriers.
4. The Contractor shall provide capability to archive and store historical documentation.
5. The Contractor shall protect all information and ensure it is handled in accordance with Government regulations. Control on dissemination of sensitive information that is not classified will comply with Level II U-NNPI requirements where applicable.
6. The Contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PEO Aircraft Carriers and PEO Aircraft Carriers team members. MS Outlook mail is preferred in order to communicate and coordinate meetings and schedules with PEO Aircraft Carriers.
7. The Contractor and all subcontractors shall support the PEO Aircraft Carriers Management Operating System (MOS) and provide weekly activity logs as required and MOS reports.
8. The Contractor and all subcontractors shall execute both an individual and company non-disclosure agreement with Huntington Ingalls Industries – Newport News Shipbuilding (HII-NNS) as applicable to PEO Aircraft Carriers (Annually or as required).
9. The Contractor shall comply with Department of Homeland Security requirements applicable to Huntington Ingalls Industries – Newport News Shipbuilding (HII-NNS).
10. The Contractor shall prepare and review draft correspondence, naval messages, issue papers, point papers, instructions, speeches, articles, presentations, and briefings and other correspondence as required.
11. All data/deliverables/services produced under this contract shall become the property of the Government.
12. The Contractor shall have a government approved facility/work station to review NNPI data such as drawings, tech manuals, install procedures. If the Contractor's facility is not government accredited the Contractor shall make arrangements with an approved government facility to review NNPI tech data in order to perform to this task within twelve months after award.
13. The contractor shall provide logistics, program management, business & financial, and/or

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 9 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

administrative professional services support to PEO Carriers as determined in the specific tasks described in Section 3.0 below.

## **SPECIFIC REQUIREMENTS**

1. SECURITY: See Attachment 4, Contract Security Classification Specification
2. FACILITY: See Attachment 4, Contract Security Classification Specification
3. PERSONNEL:

### **1.0 TASK A – Integrated Logistics Support**

1.1 Assist in providing Government oversight of Life Cycle Integrated Logistic Support. Document and validate configuration and logistics changes throughout the life cycle of the ship. Review/complete Alteration ILS Certifications. Ensure logistics elements are available and provided to meet required logistics milestones. Specifically:

1.1.1 Construct and maintain SHIPALT ILS Summary Chart

1.1.2 Compare Summary Chart to the Authorized Work Package and identify any discrepancies to the Carrier Availability Logistics Integration Coordinator (CALICo) for clarification.

1.1.3 Compare Summary Chart to PEO Carriers Non-Nuclear Authorization Letters, Ship Program Manager (SPM) Tasking Letters, SPM Guidance Letters and identify any discrepancies to CALICo for clarification.

1.1.4 Compare Summary Chart to Plan Schedule and identify any discrepancies to CALICo for clarification.

1.1.5 Compare Summary Chart to Modernization Readiness Assessment Chart and identify any discrepancies to CALICo for clarification.

1.2 Review, via Navy Data Environment (NDE), the (ILS) Certification, for each Alteration aligned to the ships' hull (for the specific availability) for the following areas and revalidate all ILS Certification as required using the applicable following areas, following disapproval or exception:

1.2.1 Extract Bill Of Material (BOM) listings (includes both Government Furnished Equipment (GFE) and Installation Activity Furnish (IAF)) from Ship Installation Drawings to support validation of logistically significant material ILS products.

1.2.2 Verify Technical Manuals (TMs) by checking Technical Data Management Information System (TDMIS) online, Naval Sea Data Support Activity database website to determine TM status and Technical Management Identification Numbering System Requests.

1.2.3 Confirm Maintenance Planning by reviewing the Navy Planned Maintenance System (PMS) Configuration Data (CD) and MIS system to determine PMS alignment for each maintenance requirement.

1.2.4 Review Support and Test Equipment Requirements by verifying the Test Equipment Management Information System (TEMIS) to determine Ship's Portable Electronic Test Equipment Requirements Lists requirements.

1.2.5 Conduct analysis of Training Requirements by verifying the Catalog of Navy Training

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 10 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Courses to identify courses applicable to that equipment.

1.2.6 Verify Configuration Overhaul Planning data in Configuration Data Management Database –Open Architecture (CDMD-OA).

1.2.7 Review Component Characteristics File to validate correct component identification.

1.2.8 Use the information in the Bill of Material from drawings (identified in Plan Schedule) to identify equipment part numbers and using Weapon System File, USA-Information Systems to cross to National Stock Numbers/Allowance Parts Listing.

1.2.9 Validate Software requirements for each alteration where applicable using Alteration Installation Team (AIT) submitted ILS Certifications.

1.2.10 Review Onboard Repair Parts and Maintenance Assistance Modules to determine specific requirements for each alteration using AIT submitted ILS Certifications.

1.3 Assist the CALICo with the following:

1.3.1 Tracking the overall performance and capabilities of the Logistics Product Delivery System (LPDS).

1.3.2 Providing recommendations to modifications to the logistics packages, based on independent ILS Certification reviews and ILS Risk Assessments.

1.3.3 Conducting preliminary and baseline review of ILS Certifications for alterations on a specific ship in a specific availability.

1.3.4 Providing supporting documentation to PMS 312L to support Ship Program Manager (SPM) ILS Certification Process by providing status reports and improvement suggestions to PMS 312L concerning the LPDS performance.

1.3.5 Attend any designated meetings representing PMS 312L and/or CALICo concerning ILS Process.

1.3.6 Track all ILS deficiencies post availability (EOA +90 days) in conjunction with clearing all caveats with monthly updates

1.4 Provide CALICo assistance and support with the A-4 SHIPALT ILS Certification milestone and the A-5 Readiness to Start with execution activities (i.e. PARMs, NSWCCD-SSES, SPAWAR, NAVAIR, etc).

1.5 Draft, develop, review logistics documents and prepare proposed responses for issues as assigned.

1.6 Develop and maintain “Alteration ILS Summary Chart” List for each ship’s availability that will outline the status of all ILS requirements in “red”, “yellow” or “green” to provide a programmatic overview for each ship.

1.7 Develop and maintain Ship ILS Overall status Line Graphs and metrics.

1.8 Monthly reports to be formatted as required by the Government to include, at a minimum, the following information:

- Provide status of each major tasking.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 11 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Weekly Activity Logs in a format as required by the government.
- Provide 316 SHIPALT ILS Summary Reports annually.
- Provide 116 Modernization Readiness Assessment (MRA)/Summary SHIPALT ILS Summary Report comparisons annually.

## **2.0 TASK B – Refueling Complex Overhaul (RCOH) Support**

2.1 The following tasks shall be performed in support of PEO Carriers, PMS 312. It is anticipated that the completion of planning efforts on one project will correlate to the commencement of planning for the next project, however it is desirable to share resources between the efforts to maximize knowledge gained from project to project and ensure that information is consistent across the efforts. A team of support personnel shall assist team leaders in meeting prescribed team objectives by helping to execute strategic plans developed by each team during their orientation workshop, developing and publishing agendas, facilitating team meetings, conducting training in decision-making and process analysis tools, recording team activities (technographic services such as taking minutes, drafting process diagrams, preparing graphic diagrams, etc.) and maintaining team records such as minutes, action items and key decisions.

2.1.1 Support to Planning Project Teams during the first phase of planning for RCOH by hull advising the Assistant Program Manager (APM) on the desired approaches to be used and the Government expectations for the project. This Government-only team performs strategic planning for their assigned project and sets the strategic direction. Contractor support to this team shall consist of assisting the APM in setting and publishing an agenda, developing project planning products such as strategic initiatives, planning timelines, and documenting team discussions, decisions and outcomes. Major planning functions to be supported include;

- Contract, Work Definition
- Schedule
- Ship-specific; and Budget Management.

2.2 Subordinate teams will be required to further support each of these functional areas in process identification, documentation, management and performance measurement.

2.3 Support to Execution Project Teams. Execution teams will be aligned to similar requirements (Leadership, Management and Task focused) and will focus primarily on the execution of the work package developed in the planning phase. Additional teams will be required in data management, logistics support and performance metrics at an over-arching project level. The emphasis of the Leadership team will focus on Quarterly Performance Reviews (QPRs) and weekly progress meetings with the Ship's Commanding Officer and crew.

2.4 Support to Program Office Teams. The support contractor shall serve in an advisory and support capacity to the RCOH Program Office to provide standardization of team efforts across projects and attain consistency within the Program. Support to the Program Office will include:

- Drafting and publishing team-related reports and briefing materials
- Recommendations for improvements



CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 12 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Conducting analytical studies such as cost-benefit analyses, process performance evaluations, and programmatic improvements

2.5 The contractor shall provide technical, facilitator, and/or administrative support to Government-only working groups directly supporting the Program Office. Specific Program Office support shall be provided to review teams who review and prepare contractual documents for the RCOH projects, Technical Assessment Review (TAR) teams, and Program Management Plan (PMP) maintenance efforts. The contractor shall also provide technical support to the DAPM by researching team records and drafting reports and/or providing commentary on proposed project and/or program initiatives.

2.6 Provide training support for:

2.6.1 RCOH Indoctrination Briefing Literature. The contractor shall develop and maintain a current brief depicting the overarching objectives of the RCOH Program, as defined in the PMP as well as a set of specific briefing materials for each active RCOH project. The project-specific briefs will identify specific initiatives unique to that project that are not addressed in the RCOH Program Brief. The contractor shall deliver periodic indoctrination briefing sessions to ensure all personnel working in active RCOH projects have received a general orientation to the RCOH Program and their assigned project(s).

2.6.2 Team Orientation Workshop. The contractor shall develop and deliver an orientation workshop for each authorized team as a means of organizing the team around a prescribed set of objectives and requirements. The workshop shall minimize the use of theoretical team building models/exercises and be customized to the specific tasks assigned to the team. At the end of the workshop, team members should have a clear understanding of the assigned task(s) and how they relate to the overarching mission of the specific project.

2.7 Assist the Supervisor of Shipbuilding Conversion and Repair, Newport News, VA (SUPSHIPNN) to coordinate ship changes effected by Customer Contracted Teams (CCTs) and Alteration Installation Teams (AITs) during Aircraft Carrier (RCOH) conducted at Huntington Ingalls Industries – Newport News Shipbuilding (HII-NNS). Supports military/government coordinator to ensure CCT/AIT contractors are fully prepared to arrive at the shipyard and complete their assigned work.

2.8 Review of the RCOH Program Management Plan (PMP) and incorporate recommended changes into a draft document for Government review and approval.

2.8.1 Once incorporated, the contractor shall maintain a record of suggested changes to the PMP and periodically recommend revisions/updates to the document as required or as directed by the Task Order Manager (TOM).

2.8.2 Consolidated List of Actions and Key Decisions actions for each team supported. The list shall be published as part of the team’s minutes or made readily accessible by team members in a usable format.

2.8.3 Index of Project and Program Initiatives – a means to catalog proposed initiatives and record their outcomes in a formal manner. The contractor shall provide a means to capture the ideas and evaluate their relative impact to the overall project. For those selected, the contractor shall maintain records, based on data provided by the cognizant team(s), of the success or failure of the initiative.

2.8.4 Copies of diagrams and process documents developed by the authorized project/program

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 13 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

teams they support. The objective is to develop a repository of process documents that will serve as the basis for subsequent consideration for future projects. These documents shall also be used in conducting process analyses for improvement initiatives and serve as the basis for operational performance metrics.

### **3.0 KEY PERSONNEL - Labor Categories and the Government's target education and experience in support of Task A and B:**

The following represents the Government's target education and technical experience for the Key Personnel labor categories required to support the Statement of Work tasking. The target specialized experience included as part of the desired qualification should have been obtained in the fields of endeavor stated in the applicable labor categories listed below, and may have been gained concurrently unless otherwise specified.

#### **Program Manager** (one resume)

Target Education: Bachelor's Degree in an engineering discipline from an accredited college or university or Professional Engineer (P.E.) license.

Target Experience: Ten years' experience in management of engineering projects involving maintenance, repair, test, product improvement, or alteration of naval ship Hull, Mechanical, Electrical, and electronic and Ordnance systems and equipment. Direct experience with developing, modifying and reviewing naval shipboard technical documentation is desired. The 10 years should include the following, which could have been obtained concurrently:

- a. Six years of working experience in managing engineering projects involved in design, test, maintenance or operation of Hull, Mechanical, Electrical, Electronic, Ordnance Systems and equipment
- b. Three years working experience in engineering and logistic projects involving development maintenance or HM&E logistics technical data.
- c. Working experience in the DOD material acquisition procedures.
- d. Working knowledge of Naval Sea Systems Command, Naval Surface Warfare Center, Naval Shipyard, Supervisor of Shipbuilding, Conversion and Repair and Type Commanders' organizations. Working experience with these organizations is highly desirable.

#### **Project Engineer** (one resume)

Target Education: B.S degree in any engineering field OR six years' experience managing engineering projects in lieu of Engineering Degree. This experience should not have been gained concurrently with the experience requirements listed in the following paragraphs.

Target Experience: Four years' experience in design, operation, maintenance and testing of Naval Ships Hull and Deck Machinery Systems and Equipment, working knowledge of Navy data systems, and knowledge of Navy Procedures for establishing and maintaining equipment maintenance requirements listed in the following paragraphs:

- a. Two years' experience in design, operation, maintenance and testing of Naval Ships Hull and Deck Machinery Systems and Equipment; working knowledge of Navy data systems, and knowledge of Navy Procedures for establishing and maintaining equipment maintenance requirements. Direct experience with developing, modifying and reviewing naval shipboard

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 14 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

technical documentation is desired.

b. One year project management experience in maintenance, repair, testing, installation or alteration of naval ship systems is highly desirable.

**Senior Logistician** (one resume)

Target Education: Graduate of high school, trade or industrial school or GED equivalent.

Target Experience: Ten years' experience with the Naval Logistics System that should include: experience in identifying material and logistic requirements for ship alteration and repair; experience with Navy Planned Maintenance System (PMS), technical manual, training, and Shipboard Instrumentation and Systems Calibration (SISCAL) policies and procedures to support ship alterations and repair. Have a working knowledge and experience implementing the policies and procedures of the Navy Fleet Modernization Program (FMP) manual. Have expert understanding of the FMP ILS Certification process.

Experience with the Navy supply and procurement systems and procedures for requisitioning and purchasing material required to support ship alterations and repair.

Experience in researching types and quantities of equipment allowed aboard ship, to include a minimum of one year experience in use of the Ship's Configuration and Logistic Support Control (SCLSC) database.

**Senior Facilitator** (one resume)

Target Education: Bachelor of Science degree OR eight years technical/engineering experience. Specialized training in data analysis, decision-making, presentation and/or process modeling tools. This experience should not have been gained concurrently with the experience requirements listed in the following paragraphs.

Target Experience: Four years' experience developing support products for cross functional teams. Two years' experience in management of large, complex programs and projects. Two years Facilitator/Instructor experience. Experience/expertise with Aircraft Carrier maintenance (esp. RCOH) is desirable.

**3.1 Non-Key Personnel Labor Categories:**

The following labor categories are designated as non-key personnel labor categories. The following represents the Government's required education and desired technical experience for non-key personnel categories required to support the Statement of Work tasking. The offeror shall certify that all employees proposed for non-key personnel labor categories meet or exceed the education requirements. Resumes are not required for non-key personnel categories listed below:

**Engineer**

Required Education: Bachelor's Degree in engineering (mechanical, electrical, electronic or naval/marine engineering) from an accredited college or university or Professional Engineer (P.E.) license.

Desired Experience: Three years' experience in the design, testing, installation and maintenance of naval ships Hull, Mechanical, Electrical, Electronic, Ordnance equipment and systems; should

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 15 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

include experience in all stages of the engineering process from initial design through production alterations; direct experience with developing, modifying and reviewing naval shipboard technical documentation is desired.

### **Logistician**

Required Education: Graduate of high school, trade or industrial school or GED equivalent.

Desired Experience: Six years' experience with the Naval Logistics System that should include: experience in identifying material and logistic requirements for ship alteration and repair; experience with Navy Planned Maintenance System (PMS), technical manual, training, and Shipboard Instrumentation and System Calibration SISCAL policies and procedures to support ship alterations and repair; have a working knowledge and experience implementing the policies and procedures of the Navy Fleet Modernization Program (FMP) manual; have expert understanding in the development of ILS Certifications.

Experience with the Navy supply and procurement systems and procedures for requisitioning and purchasing material required to support ship alterations and repair.

Experience in researching types and quantities of equipment's allowed aboard ship, to include one year experience in use of the Ship's Configuration and Logistic Support Control (SCLSC) database.

### **Facilitator**

Required Education: Bachelor of Science degree OR six years technical/engineering experience. Specialized training in data analysis, decision making, presentation and/or process modeling tools.

Desired Experience: Three years' experience developing support products for cross-functional teams. Three years direct support to Aircraft Carriers. One year Facilitator/Instructor experience.

### **Administrator**

Required Education: High school diploma or equivalent.

Desired Experience: Five years' experience managing team records including integrated action items, minutes, presentations and documents.

## **CLAUSES INCORPORATED IN FULL TEXT**

### **CNIN-NOTICE-0003 CONTRACTOR MANPOWER REPORTING (NOV 2013)**

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

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 16 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(3) Y, Construction of Structures and Facilities;

(4) S, Utilities ONLY;

(5) V, Freight and Shipping ONLY.

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

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

#### **HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

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

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

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

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

(c) The restrictions on use and disclosure of the data and software described above also apply to

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 17 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

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

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

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

(End of Text)

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal Phoenix Group of Virginia, Inc. dated April 24, 2015 in response to NAVSEA Solicitation No. N00024-15-R-3050.

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

(End of Text)

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

NOTE: THIS CLAUSE WILL BE INVOKED IN DIFFERENT VARIATIONS AT THE TASK ORDER LEVEL, notwithstanding other language in this contract that gives this contract precedence when it conflicts with task orders, the task order version of organizational conflict of interest clause, if any, shall take precedence.

(a) (1) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 18 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(2) "Contractor" as used in this clause includes any affiliate, subcontractor, consultant or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

(3) "Contract" and "task order" shall be used as applicable to the level at which this clause is being invoked.

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time. (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this task order. This prohibition shall not expire after a given period of time.

(e) (1) The Contractor further agrees that, during the performance of this task order and for a period of three years after completion of performance of this task order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any equipment or services that is the subject of the work to be performed under this task order.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 19 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (2) This exclusion does not apply to any recompetition for equipment or services furnished pursuant to this task order.
- (3) As provided in FAR 9.505-2, notwithstanding the three-year bar set provided for in paragraph (e)(1), if the Government uses, as a basis for the procurement of any equipment or services work statements or other acquisition related documents growing out of the effort performed under this task order from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this task order or before the three- year period following completion of this task order has lapsed, the Contractor may, with the authorization of the Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for equipment or services subsequent to an intervening procurement.
- (f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. This notification requirement shall also apply to any release of information in contravention of paragraph (d). Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.
- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to other program offices, PEO's or Government agencies its equipment or services if the requirement of the other program office, PEO or agency for the equipment or services is unrelated to any work performed under this contract/task order. Additionally, this requirement shall not preclude a Contractor involved in preparing a statement of work pursuant to its development and design work on a piece of equipment from participating in a procurement for that equipment.



CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 20 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5, or elsewhere included in this contract.

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

#### **HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)**

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 21 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVSEA SEA 04RP via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>

## **NON-DISCLOSURE AGREEMENTS**

The Non-Disclosure Agreement Form (Attachment 2) shall be completed by all Contractor personnel performing on the Task Order and a copy shall be provided to the Contracting Officer's Representative identified in SECTION G. These forms shall be completed within fifteen (15) days of Task Order Award or from date of hire, whichever is earlier.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 22 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

### **APPLICABLE TO ALL ITEMS**

There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be in accordance with the provisions set forth below or as specified in the Technical Instructions.

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

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

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

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

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Mr. Bryan Millett

[bryan.millett@navy.mil](mailto:bryan.millett@navy.mil)

Program Executive Officer

Aircraft Carriers, PMS 312

614 Sicard Street SE Stop 7007

Washington, DC 20376

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

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 23 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

### **SECTION E INSPECTION AND ACCEPTANCE**

NOTE: Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.

### **CLAUSES INCORPORATED BY REFERENCE**

52.246-3 -- INSPECTION OF SUPPLIES COST-REIMBURSEMENT (MAY 2001)

52.246-5 -- INSPECTION OF SERVICES COST-REIMBURSEMENT (APR 1984)

### **CLAUSES INCORPORATED IN FULL TEXT**

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

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction level.

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

Item(s) CLIN 7000/7001 and 9000 and if exercised CLINS 7100/7101, 7200/7201, 7300/7301, 7400/7401-series and 9100, 9200, 9300, and 9400 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

#### **INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs**

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government specified in an applicable TI.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 24 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION F DELIVERABLES OR PERFORMANCE**

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

7000	4/25/2016 - 4/24/2017
7001	4/25/2016 - 4/24/2017
9000AA	4/25/2016 - 4/24/2017
9000AB	4/25/2016 - 4/24/2017
9000AC	4/25/2016 - 4/24/2017
9000AD	4/25/2016 - 4/24/2017
9000AE	4/25/2016 - 4/24/2017
9000AF	4/25/2016 - 4/24/2017
9000AG	4/25/2016 - 4/24/2017
9000AH	4/25/2016 - 4/24/2017
9000AJ	4/25/2016 - 4/24/2017

## **SECTION F DELIVERABLES OR PERFORMANCE**

7000	4/25/2016 - 4/24/2017
7001	4/25/2016 - 4/24/2017
9000AA	4/25/2016 - 4/24/2017
9000AB	4/25/2016 - 4/24/2017
9000AC	4/25/2016 - 4/24/2017
9000AD	4/25/2016 - 4/24/2017
9000AE	4/25/2016 - 4/24/2017
9000AF	4/25/2016 - 4/24/2017
9000AG	4/25/2016 - 4/24/2017
9000AH	4/25/2016 - 4/24/2017
9000AJ	4/25/2016 - 4/24/2017

## **CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Stop-Work Order AUG 1989 (Alternate I APR 1984)

52.247-29 F.O.B. ORIGIN (FEB 2006)

## **CLAUSES INCORPORATED IN FULL TEXT**

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

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

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

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 25 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7000	4/25/2016 - 4/24/2017
7001	4/25/2016 - 4/24/2017
9000	4/25/2016 - 4/24/2017

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

7100	4/25/2017 - 4/24/2018
7101	4/25/2017 - 4/24/2018
7200	4/25/2018 - 4/24/2019
7201	4/25/2018 - 4/24/2019
7300	4/25/2019 - 4/24/2020
7301	4/25/2019 - 4/24/2020
7400	4/25/2020 - 4/24/2021
7401	4/25/2020 - 4/24/2021
9100	4/25/2017 - 4/24/2018
9200	4/25/2018 - 4/24/2019
9300	4/25/2019 - 4/24/2020
9400	4/25/2020 - 4/24/2021

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

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

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 26 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION G CONTRACT ADMINISTRATION DATA**

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

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

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

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

N/A

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

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

Program Executive Officer (PEO) Aircraft Carriers

Naval Sea Systems Command

Attn: Bryan Millett, PMS 312

1333 Isaac Hull Avenue SE

Washington Navy Yard, DC 20376

Telephone: 202-781-1986

e-mail: [bryan.millett@navy.mil](mailto:bryan.millett@navy.mil)

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

Attn: Paul Gibson

Crane Division, Naval Surface Warfare Center

300 Highway 361, Building 121

Crane, IN 47522-5001

Telephone: (812) 854-5966

e-mail: [marvin.p.gibson@navy.mil](mailto:marvin.p.gibson@navy.mil)

**OTHER POINTS OF CONTACT** – The Government points of contact for this Task Order are as follows:

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 27 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**OMBUDSMAN (NAVSEA AND OVERARCHING)**

Naval Sea Systems Command  
Attn: Mr. Mark Stiles, SEA 021  
1333 Isaac Hull Avenue, SE  
Washington Navy Yard, DC 20376  
Telephone: 202-781-0584  
e-mail: [mark.stiles@navy.mil](mailto:mark.stiles@navy.mil)

**PROCURING CONTRACTING OFFICER (PCO)**

Attn: Matthew S. Summers  
Crane Division, Naval Surface Warfare Center  
300 Highway 361, Building 121  
Crane, IN 47522-5001  
Telephone: (812) 854-8756  
e-mail: [matthew.s.summers@navy.mil](mailto:matthew.s.summers@navy.mil)

The Government reserves the right to unilaterally change the points of contact at any time.

**TYPE OF ORDER**

This task order is a Cost-Plus-Fixed-Fee (CPFF) contract type for labor line items and cost-only for ODCs. The contractor shall devote the specified level of effort for time period(s) stated in Section F and H, as applicable.

**HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)**

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below.

(b) The following payment instructions apply to this contract:

**252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)  
(Applicable to CLINs 9000, 9100, 9200, 9300, and 9400)**

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



CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 28 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE (SEP 2009)  
(Applicable to CLINs 7000/7001, 7100/7101, 7200/7201, 7300/7301, and 7400/7401)**

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

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

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

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

**252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

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

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 29 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

Cost Voucher

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

Not Applicable

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

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 30 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00164
Admin DoDAAC	S2404A
Inspect By DoDAAC	N/A
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

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

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

[bryan.millett@navy.mil](mailto:bryan.millett@navy.mil)

(g) *WAWF point of contact.*

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

Margaret Morgan at 202-781-4815 or [margaret.morgan.ctr@navy.mil](mailto:margaret.morgan.ctr@navy.mil)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988 or by email at [WAWFHQ@navy.mil](mailto:WAWFHQ@navy.mil)

**SECTION G NOTES (NOV 2014)**

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 31 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

1. TASK ORDER RATES

The following rates have been approved for this task order.

Annual Labor Escalation: per year

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

Maximum Fee: on Prime Costs

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

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

2. CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this TO:

Alion Science and Technology Corporation

Applied Technical Systems, Inc.

Accounting Data

SLINID	PR Number	Amount
700001	130056035300001	
LLA :		
AA 1761804 8B5B 251 CV312 0 050120 2D 000000 A00003356167		
10 USC 2410(a) Authority is hereby invoked.		
700002	130056150400001	

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 32 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :  
AF 1761804 8B5B 251 CV312 0 050120 2D 000000 A00003364979  
10 USC 2410(a) Authority is hereby invoked.

700003 130055987300001

LLA :  
AB 1761804 8H2G 251 V7200 0 050120 2D 000000 A00003352993  
10 USC 2410(a) Authority is hereby invoked.

700101 130056120400001

LLA :  
AC 1741611 6218 251 CV312 0 050120 2D 000000 A00003362546

700102 130056120500001

LLA :  
AD 1761611 6218 251 CV312 0 050120 2D 000000 A00003362550

700103 130056120600001

LLA :  
AE 1761611 6212 251 CV312 0 050120 2D 000000 A00003362652

700104 130056120800001

LLA :  
AG 1741611 6218 251 CV312 0 050120 2D 000000 A00003362660

700105 130056120900001

LLA :  
AH 1741611 6218 251 CV312 0 050120 2D 000000 A00003362743

9000AB 130056035300002

LLA :  
AA 1761804 8B5B 251 CV312 0 050120 2D 000000 A00003356167  
10 USC 2410(a) Authority is hereby invoked.

9000AC 130056150400002

LLA :  
AF 1761804 8B5B 251 CV312 0 050120 2D 000000 A00003364979  
10 USC 2410(a) Authority is hereby invoked.

9000AD 130055987300002

LLA :  
AB 1761804 8H2G 251 V7200 0 050120 2D 000000 A00003352993  
10 USC 2410(a) Authority is hereby invoked.

9000AE 130056120400002

LLA :  
AC 1741611 6218 251 CV312 0 050120 2D 000000 A00003362546

9000AF 130056120500002

LLA :  
AD 1761611 6218 251 CV312 0 050120 2D 000000 A00003362550

9000AG 130056120600002

LLA :  
AE 1761611 6212 251 CV312 0 050120 2D 000000 A00003362652

9000AH 130056120800002

LLA :  
AG 1741611 6218 251 CV312 0 050120 2D 000000 A00003362660

9000AJ 130056120900002

LLA :  
AH 1741611 6218 251 CV312 0 050120 2D 000000 A00003362743

BASE Funding 1989600.00  
Cumulative Funding 1989600.00

MOD 01

700101 130056120400003

LLA :

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 33 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

AC 1741611 6218 251 CV312 0 050120 2D 000000 A00003362546

700102 130056120500003

LLA :

AD 1761611 6218 251 CV312 0 050120 2D 000000 A00003362550

700103 130056120600003

LLA :

AE 1761611 6212 251 CV312 0 050120 2D 000000 A00003362652

MOD 01 Funding 216053.13

Cumulative Funding 2205653.13

MOD 02

700001 130056035300001

LLA :

AA 1761804 8B5B 251 CV312 0 050120 2D 000000 A00003356167

10 USC 2410(a) Authority is hereby invoked.

MOD 02 Funding -50033.18

Cumulative Funding 2155619.95

MOD 03 Funding 0.00

Cumulative Funding 2155619.95

MOD 04 Funding 0.00

Cumulative Funding 2155619.95

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 34 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **FAR 52.219-6 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 SET-ASIDE, 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.

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

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

### **5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 161,250 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort (does not include surge CLINS).
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 681 man-hours are uncompensated effort.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 35 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 620 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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



CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 36 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number 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 29% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 37 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**NAVSEA 5252.227-9100 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (JAN 1986) (MODIFIED) (JUN 2013)**

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. Appropriate safeguards must be proposed by the Contractor and approved by the Contracting Officer for Security for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the Contracting Officer for Security.

(b) The Contracting Officer for Security shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the Contracting Officer for security impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 09P3).

**NAVSEA 5252.227-9101 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (JAN 2008) (MODIFIED)(JUN 2013)**

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 38 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(b) Equipment and technical data defined as Naval Nuclear Propulsion information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and

component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 39 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

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

**NAVSEA 5252.227-9114 UNLIMITED RIGHTS IN TECHNICAL DATA NUCLEAR PROPULSION PLANT SYSTEMS (NOV 1996)**

(a) Pursuant to subparagraph (b)(1) of the clauses entitled "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" (DFARS 252.227 7013) and "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), it is agreed that all technical data pertaining to nuclear propulsion plant systems under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08), which is specified to be delivered pursuant to this contract, shall be delivered with unlimited rights, provided, however, that nothing in the clause shall be deemed to require any subcontractor of any tier under this contract to deliver or furnish with unlimited rights any technical data which he is entitled to deliver with other than unlimited rights pursuant to said "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" or "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" clauses.

(b) It is further agreed that promptly after delivery of the vessel, or after any termination of all work under this contract, the Contractor shall submit a letter report to the Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08) listing and providing a brief description of all items of technical data pertaining to the reactor plant(s) of the vessel(s) developed or prepared under this contract which were not specified to be delivered pursuant to this contract. The Contractor shall furnish in the Contractor's format and at the cost of reproduction, with unlimited rights, copies of items of technical data so reported or which should have been reported, as the Government may require in writing from time to time and at any time. However, nothing in this

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 40 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

requirement shall require the Contractor to retain any item of such technical data beyond the period provided for in this contract, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

Security classification guides (OPNAVINST 5513 series) and controlled unclassified information (e.g., FOUO, distribution statement controlled) are not authorized for public release; therefore, they cannot be posted on a publicly accessible web-server or transmitted over the internet unless appropriately encrypted. Request for public release cannot be transmitted via the internet until the contractor receives final approval from NAVSEA (SEA 00D).

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

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

ITEM (S)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
7000			4/25/2016 - 4/24/2016
7001			4/25/2016 - 4/24/2016

(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 7001 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

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

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 41 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

#### **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 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.

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 42 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 43 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION I CONTRACT CLAUSES**

### **CLAUSES INCORPORATED BY REFERENCE**

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable. Updated clauses have been incorporated and supersede the clauses in the basic IDIQ contract.

- FAR 52.203-16 -- PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
- FAR 52.203-17 -- CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- FAR 52.204-2 -- SECURITY REQUIREMENTS (AUG 1996)
- FAR 52.204-7 -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- FAR 52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- FAR 52.204-10 -- REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
- FAR 52.204-13 -- SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- FAR 52.204-19 -- INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- FAR 52.209-6 -- PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- FAR 52.209-9 -- UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- FAR 52.209-10 -- PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC COPORATIONS (DEC 2014)
- FAR 52.215-23 -- LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- FAR 52.216-7 -- ALLOWABLE COST AND PAYMENT (JUL 2013)
- FAR 52.216-8 -- FIXED FEE
- FAR 52.216-11 -- COST CONTRACT – NO FEE (APR 1984)
- FAR 52.219-14 -- LIMITATIONS ON SUBCONTRACTING (NOV 2011)
- FAR 52.219-28 -- POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)
- FAR 52.222-50 -- COMBATTING TRAFFICKING IN PERSONS (MAR 2015)
- FAR 52.222-54 -- EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
- FAR 52.232-20 -- LIMITATION OF COST (APR 1984)
- FAR 52.232-22 -- LIMITATION OF FUNDS (APR 1984)
- FAR 52.232-25 -- PROMPT PAYMENT (JUL 2013)
- FAR 52.232-33 -- PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- FAR 52.232-39 -- UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- FAR 52.232-40 -- PROVIDING ACCELERATED PAYMENTS TO SMALL



CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 44 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**BUSINESS SUBCONTRACTORS (DEC 2013)**

- FAR 52.237-10 -- IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)  
 FAR 52.244-2 -- SUBCONTRACTS (OCT 2010)\*  
 FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)  
 252.201-7000 -- CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)  
 252.203-7000 -- REQUIREMENTS RELATING TO COMPENSATION OF FORMER  
 DOD OFFICIALS (2011)252.203-7002 – REQUIREMENT TO INFORM EMPLOYEES OF  
 WHISTLEBLOWER RIGHTS (SEP 2013)  
 252.204-7000 -- DISCLOSURE OF INFORMATION (AUG 2013)  
 252.204-7003 -- CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR  
 1992)  
 252.204-7004 -- ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)  
 252.204-7005 -- ORAL ATTESTATION OF SECURITY RESPONSIBILITY (NOV 2001)  
 252.204-7012 -- SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL  
 INFORMATION (NOV 2013)  
 252.216-7009 -- ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION  
 WITH WHISTLEBLOWER PROCEEDING (SEP 2013)  
 252.227-7013 -- RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (JUN  
 2013)  
 252.227-7014 -- RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE  
 AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)  
 252.227-7015 -- RIGHTS IN TEHCNICAL DATA-COMMERCIAL ITEMS (JUN 2013)  
 252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF  
 GOVERNMENTFURNISHED INFORMATION MARKED WITH RESTRICTIVE  
 LEGENDS (MAR 2011)  
 252.244-7000 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

\*Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

**CLAUSES INCORPORATED BY FULL TEXT**

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

(a) The Government may extend the term of this delivery order 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.

*Note: The Government has the right within the time constraints stated below to fully exercise each*

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 45 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

*of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.*

ITEM(S)            LATEST OPTION YEAR EXERCISE DATE

7100            No later than 24 months after the Task Order Award.  
7101            No later than 24 months after the Task Order Award.  
7200            No later than 36 months after the Task Order Award.  
7201            No later than 36 months after the Task Order Award.  
7300            No later than 48 months after the Task Order Award.  
7301            No later than 48 months after the Task Order Award.  
7400            No later than 60 months after the Task Order Award.  
7401            No later than 60 months after the Task Order Award.

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9100            No later than 24 months after the Task Order Award.  
9200            No later than 36 months after the Task Order Award.  
9300            No later than 48 months after the Task Order Award.  
9400            No later than 60 months after the Task Order Award.

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

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

CONTRACT NO. N00178-14-D-7871	DELIVERY ORDER NO. EH01	AMENDMENT/MODIFICATION NO. 04	PAGE 46 of 46	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 Contract Data Requirements List

Attachment 2 Non-Disclosure Agreement

Attachment 3 Quality Assurance Surveillance Plan

Attachment 4 Contract Security Classification Specification

Attachment 5 - PEO Carriers Organization Chart