

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
01

3. EFFECTIVE DATE  
17-Nov-2015

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

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

6. ISSUED BY CODE

N61331

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

S2404A

NSWC, PANAMA CITY  
110 Vernon Avenue  
Panama City FL 32407-7001  
otis.nattiel@navy.mil 850-234-4852

DCMA Manassas  
14501 George Carter Way  
Chantilly VA 20151

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

ITA International LLC  
111 Cybernetics Way Suite 112  
Yorktown VA 23693-5642

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7777-HR01

10B. DATED (SEE ITEM 13)

21-Nov-2015

CAGE CODE  
1TC80

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:
- D. OTHER (Specify type of modification and authority)  
52.243-2 & Alt. I - Changes - Cost Reimbursement

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)

Michael P. Carlson, Vice President

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

Mary F Hines, Contracting Officer

15B. CONTRACTOR/OFFEROR

/s/Michael P. Carlson  
(Signature of person authorized to sign)

15C. DATE SIGNED

17-Nov-2015

16B. UNITED STATES OF AMERICA

BY /s/Mary F Hines  
(Signature of Contracting Officer)

16C. DATE SIGNED

17-Nov-2015

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

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## GENERAL INFORMATION

The purpose of this modification is to make administrative revisions to Sections B and F Option CLINs, increase the COR's purchasing approval amount cited in Section C, Change the Contract Specialist name and contact information cited in Section G, identify CLINs 7000 and 9000 as being fully funded in Section G and add Attachment J.17 - COR Appointment Letter to Section J. Accordingly, said Task Order is modified as follows:

- 1) Reflect Labor Option CLINs 7001-7004 and ODC Option CLINS 9001-9004 as being "unexercised" in Seaport. See Sections B and F for specifics;
- 2) The COR's purchasing approval threshold has increased from \$3,000 to \$3,500. See Section C, paragraph 3.5 of the Performance Work Statement for specifics;
- 3) Change the Contract Specialist name and contact information from [REDACTED] to [REDACTED]. See Section G. for specifics;
- 4) Identify CLINs 7000 and 9000 as being fully funded. See Section G for specifics and
- 5) Add Attachment J.17 - COR Appointment Letter. See Section J. for specifics.

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

The Line of Accounting information is hereby changed as follows:

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

The total value of the order is hereby decreased from [REDACTED] by [REDACTED] to [REDACTED]

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7001	[REDACTED]	[REDACTED]	0.00
7002	[REDACTED]	[REDACTED]	0.00
7003	[REDACTED]	[REDACTED]	0.00
7004	[REDACTED]	[REDACTED]	0.00
9001	[REDACTED]	[REDACTED]	0.00
9002	[REDACTED]	[REDACTED]	0.00
9003	[REDACTED]	[REDACTED]	0.00
9004	[REDACTED]	[REDACTED]	0.00

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

CLIN/SLIN	From	To
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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	BASE YEAR: Non-personal services. The contractor shall provide Project Support Craft (PSC) and Small Boat Operational and Maintenance Support. This CLIN includes all labor, overhead (including Longshoreman Insurance) and G&A associated with the tasks in accordance with the Performance Work Statement contained in Section C, DD Form 254 (DOD Contract Security Classification Specification), and Contract Data Requirements List (CDRL), DD1423-2 contained in Section J. See Section B NOTES A & D. (Fund Type - TBD)	44720.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
700001	R425	Incremental funding in the amount of \$1,997,991.41 (WCF)					
7001	R425	OPTION YEAR 1: Non-personal services. The contractor shall provide Project Support Craft (PSC) and Small Boat Operational and Maintenance Support. This CLIN includes all labor, overhead (including Longshoreman Insurance) and G&A associated with the tasks in accordance with the Performance Work Statement contained in Section C, DD Form 254 (DOD Contract Security Classification Specification), and Contract Data Requirements List (CDRL), DD1423-2 contained in Section J. See Section B NOTES A, C, & D. (Fund Type - TBD)  Option	44720.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
7002	R425	OPTION YEAR 2: Non-personal services. The contractor shall provide Project Support Craft (PSC) and Small Boat Operational and Maintenance Support. This CLIN includes all labor, overhead (including Longshoreman Insurance) and G&A associated	44720.0	LH	[REDACTED]	[REDACTED]	[REDACTED]

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		with the tasks in accordance with the Performance Work Statement contained in Section C, DD Form 254 (DOD Contract Security Classification Specification), and Contract Data Requirements List (CDRL), DD1423-2 contained in Section J. See Section B NOTES A, C, & D. (Fund Type - TBD)					
		Option					
7003	R425	OPTION YEAR 3: Non-personal services. The contractor shall provide Project Support Craft (PSC) and Small Boat Operational and Maintenance Support. This CLIN includes all labor, overhead (including Longshoreman Insurance) and G&A associated with the tasks in accordance with the Performance Work Statement contained in Section C, DD Form 254 (DOD Contract Security Classification Specification), and Contract Data Requirements List (CDRL), DD1423-2 contained in Section J. See Section B NOTES A, C, & D. (Fund Type - TBD)	44720.0	LH	██████████	██████████	██████████
		Option					
7004	R425	OPTION YEAR 4: Non-personal services. The contractor shall provide Project Support Craft (PSC) and Small Boat Operational and Maintenance Support. This CLIN includes all labor, overhead (including Longshoreman Insurance) and G&A associated with the tasks in accordance with the Performance Work Statement contained in Section C, DD Form 254 (DOD Contract Security Classification Specification), and Contract Data Requirements List (CDRL), DD1423-2 contained in Section J. See Section B NOTES A, C, & D. (Fund Type - TBD)	44720.0	LH	██████████	██████████	██████████
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	BASE YEAR: Not to Exceed Other Direct Cost (ODC) in support of CLIN 7000. See Section B, Notes B & D. (Fund Type - TBD)	1.0	LO	██████████
900001	R425	Incremental funding in the amount of \$476,666.40 (WCF)			
9001	R425	OPTION YEAR 1: Not to Exceed Other Direct Cost (ODC) in support of CLIN 7001. See Section B, Notes B, C, & D. (Fund Type - TBD)  Option	1.0	LO	██████████
9002	R425	OPTION YEAR 2: Not to Exceed Other Direct Cost (ODC) in support of CLIN 7002. See Section B, Notes B, C, & D. (Fund Type - TBD)  Option	1.0	LO	██████████
9003	R425	OPTION YEAR 3: Not to Exceed Other Direct Cost (ODC) in support of CLIN 7003. See Section B, Notes B, C, & D. (Fund Type - TBD)  Option	1.0	LO	██████████
9004	R425	OPTION YEAR 4: Not to Exceed Other Direct Cost (ODC) in support of CLIN 7004. See Section B, Notes B, C, & D. (Fund Type - TBD)  Option	1.0	LO	██████████

**NOTES:**

**NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d))**

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to each successful Offeror. Clause HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) (NAVSEA) (MAY 2010) clause applies to these Items.

**NOTE B: ODC**

Other Direct Costs include all material, spare parts, boat leases, and travel and shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

**NOTE C: Option**

CLIN which may be unilaterally exercised.

**NOTE D: Contracts Crossing Fiscal Years**

In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating this note, 10 U.S.C. 2410(a) authority applies authorizing use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve months; the CLIN must begin in the fiscal year the appropriation would normally have been available.

**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 COSTS OR LIMITATION OF FUNDS LANGUAGE**

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

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

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

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

CLIN	Period of Performance	Labor Hours	Fixed Fee per Labor Hour
7000	Award through 12 months	44,720	██████
7001	Exercise of Option through 12 months thereafter	44,720	██████
7002	Exercise of Option through 12 months thereafter	44,720	██████
7003	Exercise of Option through 12 months thereafter	44,720	██████
7004	Exercise of Option through 12 months thereafter	44,720	██████

(End of Text)

**HQ B-2-0017 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)**

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

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(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

(f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

**(End of Text)**

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

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire contract is cost type.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT FOR PROJECT SUPPORT CRAFT (PSC) AND SMALL BOAT OPERATIONAL AND MAINTENANCE SUPPORT SERVICES

#### 1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD), Ranges and Facilities Branch, has a requirement to provide testing, operational and maintenance support services of Project Support Craft (PSC), Side Scan Sonar (SSS) operations, Remotely Operated Vehicles (ROV), test range equipment, oceanographic equipment (i.e. wave buoys), and technical expertise to support ongoing testing at NSWC PCD. The PSC, SSS(s) and ROV are owned by NSWC PCD to support Expeditionary Warfare Test and Evaluation (T&E) initiatives. This Performance Work Statement (PWS) defines the requirements for a Contractor level of effort to support operations, tests, trials, demonstrations, evaluations, special studies, special missions, product improvements, Fleet training and familiarization, and maintenance. The Contractor shall perform maintenance that consists of Planned Maintenance System (PMS) actions for preventative maintenance measures and corrective maintenance or repair at the organizational, intermediate and depot maintenance levels on the PSC, ROV, test equipment, SSS(s), and other small boat or crane and winch repairs as necessary. Project Support Craft operations will consist of pier support and operations of the craft as required.

#### 1.1 Acronyms

ABS	American Bureau of Shipping
AED	Automated External Defibrillator
AQL	Acceptable Quality Level
CDRL	Contract Data Requirements List
CFR	Code of Federal Regulations
COR	Contracting Officers Representative
CPARS	Contractor Performance Assessment Report System
CPI	Critical Program Information
CPR	Cardiopulmonary Resuscitation
CUI	Controlled Unclassified Information
DoD	Department of Defense
ECMRA	Enterprise-Wide Contractor Manpower Reporting Application
EPIRB	Emergency Position-Indicating Radio Beacons
FAR	Federal Acquisition Regulation
FOUO	For Official Use Only
FOIA	Freedom of Information Act
FSO	Facility Security Officer
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
GPS	Global Positioning System
HM/HW	Hazardous Materials/Hazardous Waste



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NMCI	Navy and Marine Corps Intranet
NSA PC	Naval Support Activity Panama City
NSWC PCD	Naval Surface Warfare Center Panama City Division
ODC	Other Direct Cost
OEM	Original Equipment Manufacturer
OPAREA	Operational Area
OPSEC	Operations Security
OSHA	Occupational Safety and Health Administration
PCO	Procuring Contracting Officer
PMS	Planned Maintenance System
PSC	Project Support Craft
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
ROV	Remotely Operated Vehicle
SAR	Search and Rescue
SOLAS	Safety of Life at Sea
SSS	Side Scan Sonar
T&E	Test and Evaluation
TI	Technical Instruction
TLS	Transport Layer Security
USCG	United States Coast Guard

## 2.0 APPLICABLE DOCUMENTS

The following documents of the exact issue shown form a part of this PWS to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this PWS, the contents of this PWS shall take precedence. All of the following documents are referenced for guidance in completion of work specified in this PWS.

**2.1 Military Specifications:** None

**2.2 Military Standards:** None

**2.3 Other Documents:**

Instruction	Title
NSWCPCDINST 3124.1E	Aviation Unit Standard Operating Procedures dated 18 Mar 2014 or latest revision
NSAPCINST 3120.3A	Manual for Utilization of Panama City Area and Local Area(s) dated 06 Jul 2006 or latest revision
NSWCPCD-MN-13-0001	Test and Evaluation Manual 15 January 2013 or latest revision
NSWCPCD Instruction (NSWCPCDINST) 5100.33D	Hazardous Materials Management Plan dated 10 Dec 2014 or latest revision
NSAPCFLINST 5090.1B	Hazardous Waste Management Plan dated 06 Feb 2013 or latest revision

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NSAPCFLINST 5560.2D	NSA PC Motor Vehicle Traffic Regulations dated 14 Aug 2013 or latest revision
S9086-T4-STM-010/CH-589R6	Naval Ships Technical Manual (NSTM) - Cranes dated 30 May 2002 or latest revision
NSWCPCINST 3110.2A	Dispatching, Operating, and Reporting Procedures for Naval Surface Warfare Center Panama City (NSWC PC) Support Craft dated 05 Jan 2006 or latest revision
No Number Assigned	NSWC PCD Safety Office Standard Operating Procedures for Managing the NSWC PCD Lockout/Tagout Program dated 01 Jun 2010 or latest revision
Code of Federal Regulations (CFR) Title 46, Chapter I, Subchapter V, Part 197, Subpart B	Commercial Diving Operations (e-CFR 12 January 2015) or latest revision
No Number Assigned	NSWC PCD Boat Operations Catalog dated 30 May 2013 or latest revision
American Bureau of Shipping (ABS) Publication 156	Hull Inspection and Maintenance Program dated Sep 2011 or latest revision
Florida Statute Title XXII chapter 327	Vessel Safety dated January 2013 or latest revision
Code of Federal (CFR) Title 46, Chapter I, Subchapter T, Part 175	Small Passenger Vessels (under 100 gross tons) e-CFR 12 January 2015 or latest revision
U.S. Coast Guard (USCG) Commandant Instruction M16672.2D	Navigation Rules, International-Inland dated 25 Mar 1999 or latest revision
NSAPCFLINST 3140.1D	Destructive Weather Plan dated 2 Jun 2014 or latest revision
ISO 9001:2008	Quality management systems – Requirements dated 15 November 2008 or latest revision
No Number Assigned	Resource Conservation and Recovery Act (RCRA), dated: 1976
No Number Assigned	Comprehensive Environmental Response Compensation and Liability Act (CERCLA), dated: December 1980
No Number Assigned	The Clean Air Act, dated: 1990
No Number Assigned	The Clean Water Act, dated: November 2002
No Number Assigned	Oil Pollution Act (OPA) 90, dated: August 1990
No Number Assigned	Various Craft Operating Manuals*
No Number Assigned	Various Technical Manuals*
No Number Assigned	Public Vessels Act, U.S.C app 791 et seq
No Number Assigned	Suits in Admiralty Act, 46 U.S.C. app 741, et seq B
OPNAVINST 5090.1D	Environmental Readiness Program dated 10 January 2014
No Number Assigned	E40 Division Standard Operating Procedures For Destructive Weather Preparedness dated 2015

\* NSWC PCD Craft Operation and Technical manuals will be provided as GFI and are not required in order to propose.

Note: Instructions and the NSWC PCD Boat Operations Catalog (**Attachment J.3**) have been provided with the solicitation. ABS publications are available at: [http://www.eagle.org/eagleExternalPortalWEB/appmanager/absEagle/absEagleDesktop?\\_nfpb=true&\\_pageLabel=abs\\_eagle\\_portal\\_rules\\_guides\\_download\\_page](http://www.eagle.org/eagleExternalPortalWEB/appmanager/absEagle/absEagleDesktop?_nfpb=true&_pageLabel=abs_eagle_portal_rules_guides_download_page). Florida boating regulations are available at <http://myfwc.com/boating/regulations/>. USCG navigation rules are available at <http://www.navcen.uscg.gov/?pageName=navRulesContent>. Code of Federal Regulations are available at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

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### 3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officers Representative (COR) and Contract Specialist to conduct a kick-off meeting within ten working days after the award of the Contract.

(a) The Contractor shall operate mobile equipment such as Government owned pickup trucks or small gasoline or electric driven vehicles (i.e. carts). All operators shall be licensed in accordance with State of Florida law and NSAPCFLINST 5560.2D (**Attachment J.8**) prior to operating these vehicles. The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration. The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in one and one-half inch (1 1/2") lettering. The color of the marking may be either black or blue to match other vehicle markings, and in close proximity to the USN number.

Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor- furnished equipment or vehicles or personal owned vehicles on Government property.

(b) The Contractor shall ensure all new employees are fully trained to meet position requirements within 30 days of task order award. The Government will provide mandatory on-base training (i.e. Safety, Personally Identifiable Information (PII), etc.) for the Contractor.

(c) This requirement shall be performed at the Government's facility located at:

Naval Surface Warfare Center - Panama City Division  
110 Vernon Avenue  
Panama City, Fl. 32407-7001

(d) The Government will provide space for up to twelve Contractor personnel and access to a Navy and Marine Corps Intranet (NMCI) enabled computer for the Project Manager (PM) under this task order.

The specific locations will be provided at time of award of the task order. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than three business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

Access to Government buildings at Naval Support Activity Panama City (NSA PC) is from 0600 to 1800 Monday through Friday, except Federal holidays. Normal work hours are from 0630 to 1500, Monday through Friday, except Federal holidays. Some functions may require alternate schedules as approved by the COR. Government oversight requires that a Government employee be present such as the COR, a Test Director or other type of Government employee involved in testing dockside or at-sea whenever Contractor employee(s) are performing work under this task order. Contractor personnel are not allowed to access any Government buildings at the Naval Support Activity Panama City (NSA PC) outside the hours of 0600 to 1800 without the express approval of the COR.

In the event that NSA PC operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered "non-essential personnel" unless directly involved in securing boat assets or performing post-storm or hurricane evaluations as specified in NSAPCFLINST 3140.1D (**Attachment J.13**) and shall follow their company procedures for non-essential personnel.

(e) The Contractor shall establish work hours for Contractor staff that meets the Government's requirements for coverage within the following guidelines used by the Government: Core Government working hours are 0900 - 1100 and 1300 - 1500, Monday through Friday, excluding Federal holidays. Core hours are defined as hours which personnel are required to be at their duty station.

(f) Contract Management

The Contractor shall identify the Contractor's Program Manager/Craft Master (PM) and the PM shall have the Contractor's full authority to act on matters pertaining to the performance of services under this Contract. The Contractor's PM shall:

(1) Be responsible for the overall performance of all services required by this Contract.

(2) Have the authority to act and make binding decisions for the Contractor.

(3) Meet with Government personnel designated by the PCO or the COR to discuss immediate problem areas. The Contractor shall coordinate with the COR on a daily, or mutually agreed upon basis to discuss work performed in support of this PWS. A mutual best-effort shall be made to resolve all problems identified. Any issues that cannot be resolved between the COR and Contractor PM shall be elevated to the cognizant NSWC PCD Contracting Officer for resolution.

(4) Be available during normal working hours.

The Contractor shall, using the guidance of documents listed in PWS paragraph 2.3 and Government Furnished Information (GFI), provide a level of effort of services and provide materials to support operations, tests, trials, evaluations, demonstrations, product improvement and maintenance using the types and number of Project Support Craft (PSC) listed in the NSWC PCD Boat Operations Catalog (**Attachment J.3**). The Contractors shall be familiar with United States (US) Navy boat operations and procedures. All personnel assigned to craft operations shall become familiar with small craft operations, local instructions, processes and procedures to respond with little or no notice to operate and maintain various vessels in inventory. The Contractor shall be required to operate and maintain vessels that are Navy owned that may not be in inventory to support mission requirements.

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The Contractor shall provide technical expertise in resolving equipment or system operating or maintenance deficiencies when identified. The Contractor shall be experienced in small engine, diesel main engine, generator, MTU S60-740 and 12V396TE94 operation and repair, hydraulics, water-jet propulsion and corrosion control. Through daily verbal communications, the Contractor shall identify to the COR equipment failures as they occur. Any materials provided to the Contractor shall be properly controlled, stored, protected, and marked to prevent damage or misuse. The Contractor shall ensure that all test materials, documents, and components are properly serialized, identified, and traceable to applicable documentation. Where required, each component shall be traceable to all applicable material or test certification documentation. When any item is identified as not conforming to the required specifications, the Contractor shall bond the item until resolution can be affected. (CDRL A003)

### 3.1 Destructive Weather Operations

Florida's annual Hurricane Season runs from 1 June to 30 November of each year. In order to ensure that the craft and boats are protected during gales, storms, hurricanes, and destructive weather, the Contractor shall exercise destructive weather operations with minimum notice in accordance with NSAPCFLINST 3140.1D (Attachment J.13) and to the E40 Division Standard Operating Procedures for Destructive Weather Preparedness (Attachment J.15). The Contractor shall support mooring of craft and boats in the Boathouse facility, boat storage, or mooring in St. Andrews Bay area as determined by the COR.

### 3.2 Regulatory Compliance

(1) The Contractor shall comply with all applicable international conventions and all applicable laws, regulations, and other requirements of the United States, including all applicable State, local, Navy, Department of Defense (DoD) and United States Coast Guard (USCG) regulations.

(2) The Contractor shall refrain from polluting the environment to the maximum extent possible in accordance with Federal, state, and local regulations. The following are examples of the pollution regulations with which the Contractor shall comply and is neither all-inclusive in scope nor description.

- Hazardous material management and disposal shall be in accordance with all applicable Federal, State, local and base regulations and NSWCCSSINST 5100.33D (Attachment J.9) series instructions.
- The Contractor shall comply with the Clean Water Act, the Oil Pollution Act of 1990, 33 U.S.C. §§2701 et seq., (OPA 90), MARPOL Annex I (which prohibits all discharges of oil in special areas), and all applicable statutes and supporting U.S. Coast Guard regulations. Additionally, for hazardous waste generated during operation or maintenance, the Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Clean Air Act, and all other applicable statutes and regulations.
- Contractor-operated vessels shall handle spill prevention in accordance with local regulations and OPNAVINST 5090.1 series guidance.
- The Contractor shall provide HAZMAT training to Contractor employees in accordance with applicable OSHA, EPA, State and NSWC PCD (NSWCCSSINST 5100.33D series (Attachment J.9) ) regulations. This training is intended for employee awareness to HAZMAT handling and policies. All personnel serving as a crew member in any capacity shall certify in writing that they have read and understand laws relating to overboard discharge of materials such as oils, plastics, sewage, and other prohibited items.

### 3.3 Task Area #1 Maintenance

The Contractor shall provide personnel and services for maintenance and operation support required for the assigned NSWC PCD PSC at Naval Support Activity, Panama City (NSA PC). This support shall consist of the following services:

#### 3.3.1 Preventative Maintenance (PMS) (CDRL A001, A002, A003)

The Contractor shall perform preventative maintenance on sonar(s), ROV, PSC aluminum hull, mechanical, electrical, and electronic systems or system components. The Contractor shall be responsible for planning, conducting, and documenting all preventative PSC equipment maintenance in accordance with manufacturers' specifications whether at sea or in port. The Contractor shall develop a comprehensive preventative maintenance schedule and provide annual maintenance action recommendations for repair or upgrade. Maintenance will consist of preventative maintenance actions performed on engines in accordance with manufacturers' specifications, and corrosion control on the boats hull, structures, and electrical components. Maintenance shall be performed in accordance with Original Equipment Manufacturers (OEM) or other guidelines provided as Government Furnished Information (GFI). The Contractor shall adhere to all steps contained in the maintenance procedures paying particular regard to steps related to safety of personnel and the equipment. The Contractor shall provide all materials, labor and equipment for accomplishing preventative maintenance. PMS oversight and periodic spot checks will be performed by the COR. The Contractor shall provide technical assistance on an as needed, case-by-case basis, such as small engine, winch or other technical support.

#### 3.3.2 Corrective Maintenance or Repair (Non-Depot and Depot Level) (CDRL A003)

The Contractor shall conduct corrective maintenance or repairs on failing or failed sonar(s), ROV, all PSC hulls i.e. (aluminum, fiberglass, and inflatable(s)), mechanical, electrical, or electronic systems or system components. Repairs may comprise such activities as removal from the craft, dry docking for repairs or maintenance, disassembly of the equipment, inspection to determine cause of failure or level of repair required, replacement or refurbishment of parts, reassembly, tests to ensure proper operation to manufacturer's specifications, and reinstallation onboard the craft. All repairs shall be performed in accordance with American Bureau of Shipping (ABS) publication 156 (Hull and Maintenance) and CFR Title 46, Chapter I, Subchapter T for PSC craft and manufacturers operator and maintenance standards for ROV and sonar(s). The Contractor shall provide technical assistance on an as needed, case-by-case basis, for support on small engine or winch repair or other technical support

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outside the Boat House. The Contractor shall contact OEMs as required to facilitate such maintenance actions. The Contractor shall provide all repair materials, equipment and labor for accomplishing repairs. In the event the vessels require dry docking the Contractor shall arrange for and pay for the repairs and maintenance with approval of the COR and PCO. Oversight will be performed and all repairs shall be approved by the COR.

### 3.3.3 Pier Support (CDRL A003)

The Contractor shall support assigned PSC operations by providing layout coordination, required boat operators, safety program, Hazardous Materials and Hazardous Waste (HM/HW) management in accordance with NSWCPCDINST 5100.33D (**Attachment J.9**) and NSAPCFLINST 5090.1B (**Attachment J.10**), crane certification in accordance with S9086-T4-STM-010/CH-589R6 (**Attachment J.16**) and NSAPCINST 3170.1 (**Attachment J.14**), technical assistance, continuous training program (including mandatory base-wide training), offload coordination and pre-sail planning. The Contractor shall perform all maintenance on the equipment and pay for all materials, as approved by the COR and PCO. The Government will reimburse approved repairs as part of the Contract.

## 3.4 Task Area #2 - Craft Operations

### 3.4.1 Safety (CDRL A004)

The safe operation and maintenance of the craft and boats is required. The Contractor shall submit a Safety Plan 30 days after contract award and shall be required to accomplish safety in accordance with the submitted safety plan as approved by the Government.

The requirements of this order may require Contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, state, and local occupational safety and health requirements. The Contractor shall ensure employees have appropriate Personal Protection Equipment (PPE) and that all employees have all required training and certifications related to Occupational Safety and Health requirements.

The Contractor shall comply with NSWCPCDINST 5100.33D (**Attachment J.9**) and NSAPCFLINST 5090.1B (**Attachment J.10**) for handling or disposing of hazardous waste generated from oils, fuels, chemical cleaning products used in maintaining PSC(s), sonar(s), and ROV. The Contractor shall follow all NSA procedures and assign responsibilities for securing the NSA facilities and PSC to prevent or minimize property damage and personal injury from destructive weather. The Contractor shall follow the NSWC PCD Safety Office Standard Operating Procedures for Managing the NSWC PCD Lockout/Tagout Program (**Attachment J.12**) lockout and tag-out procedures for craft systems during maintenance or inspection.

### 3.4.2 Operations

The Contractor shall provide qualified and licensed Craft Masters to conduct craft operations using the types and number of Project Support Craft (PSC) listed in the NSWC PCD Boat Operations Catalog (**Attachment J.3**) in the Gulf of Mexico. All licenses shall be current and available for Government inspection. The Contractor shall become familiar with the local waters around NSA PC operating area(s) and conduct craft operations using NSAPCINST 3120.3A (**Attachment J.7**), NSWCPCD-MN-13-0001 (**Attachment J.4**), and NSWCPCINST 3110.2A (**Attachment J.6**) for guidance. The Contractor shall conduct basic craft operations within the constraints of NSAPCINST 3120.3A (**Attachment J.7**), NSWCPCD-MN-13-0001 (**Attachment J.4**), State of Florida and USCG safety and navigation rules and that which are deemed safe by the vessel master and project safety personnel. The Contractor shall conduct side scan sonar operations, oceanographic equipment deployment and recovery, ROV operations as specified in Test Plans and Operational Area (OPAREA) clearances that will be provided as Government Furnished Information (GFI). The Contractor shall follow computer generated track lines while towing sonar's or other towed systems and shall be required to accurately hold station while subsea equipment is deployed or recovered using the vessel's crane from its stern. The Contractor shall operate surface craft to perform plane guard duties for tests involving aircraft within the parameters specified in NSWC PCD Instruction 3124.1E (**Attachment J.5**) and shall, as necessary, conduct Search and Rescue (SAR) operations if required. The Contractor shall provide daily craft status verbally to the COR and prior to any operation. The Contractor shall adhere to the following requirement during operation of the craft or boats:

- (a) Walkways, ladders, doors, and hatches must be kept clear of hoses, lines, and other unnecessary obstructions (including cables). Walkways and ladders are to be kept securely bolted in place. Where access is restricted to specific equipment, the affected walkway or ladder shall be roped off and posted. The Contractor shall follow all policies regarding the use of safety tags, as specified in the NSWC PCD Safety Office Tag-Out procedure, while accessing powered equipment. Use of access hatch guard rails shall be strictly adhered to. Any oil or grease spilled on walkways or ladders shall be cleaned up immediately.
- (b) No smoking is allowed on board while the craft or boat is in port. Smoking is only allowed at sea, in a designated topside smoking area and during hours approved by the Craft Master. The designated smoking area shall be kept clean at all times. Failure to adhere to the rules will result in a ban on smoking.
- (c) No controlled substances other than those prescribed by physicians shall be brought aboard, nor will they be consumed aboard craft or boats at any time. No firearms or other weapons of any kind shall be brought aboard, with the exception of survival equipment and knives of the type commonly used by seamen. Violation of these regulations will result in immediate removal from the ship and appropriate disciplinary and legal action.
- (d) Passengers shall be briefed on the location of life preservers and any other required safety related equipment and precautions prior to getting underway.
- (e) The Contractor shall promulgate and enforce all necessary safety regulations required to ensure crew and passenger safety. These shall include, but not be limited to prohibiting personnel from the following:

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- Lean on, sit on, stand on, or climb over any lifeline, whether in port or underway. Personnel working over the side in port may climb over lifelines when necessary, but only if they are wearing life jackets and safety lines that are tended.
- Dismantle or remove any lifeline on the ship without specific permission of the Craft Master. Temporary lifelines must be promptly rigged.
- Hang or secure any weight or line to any lifeline on the craft or boat except as authorized by the Craft Master.
- Machinery or equipment will not be operated unless installed safety devices are in proper working condition.
- No safety device or interlock shall be tested by intentional improper operation of equipment.
- Tamper with or render ineffective any safety device, interlock, ground strap, or similar device intended to protect the operators of the equipment without specific approval of the Craft Master.

(f) All safety mishaps involving personnel injuries shall be reported to the COR within one hour after the incident either by telephone or e-mail.

**3.4.2.1 Key Personnel.** Key personnel are the Program Manager/Craft Master and Craft Master.

#### **3.4.2.2 Crew Licenses/Certifications**

The Contractor shall obtain and maintain the required certifications within 30 days after Task Order award in performance of the tasks listed in Section C, Performance Work Statement (PWS).

- Craft Masters shall hold a current United States Coast Guard (USCG) 100 Ton Master license.
- All Contractor personnel shall be trained and maintain currency in Cardiopulmonary Resuscitation (CPR) - Automated External Defibrillator (AED) operation and First Aid. 100-Ton Captains Licenses and CPR certifications shall be current and available for Government inspection.
- Contractor shall ensure boat safety, certification and inspection in the following areas; hull, safety of life at-sea equipment (SOLAS), Automated External Defibrillator (AED), Emergency Position-Indicating Radio Beacon (EPIRB) and various firefighting equipment on board each vessel (i.e. fire extinguishers, fire hoses on larger craft, and HALON fire suppression systems on PSC-05, PSC-08, PSC-12, MK-V, etc.).

#### **3.4.3 Support of Dive Operations**

The Contractor shall provide surface craft support for Government divers conducting boat repairs and project support by performing such tasks as line-tending divers in the water from the surface, maintaining surface supplied air equipment, and assisting divers into and out of the water. The Contractor shall be aware of and follow the safety precautions as specified in GFI test plans (see Section 4.1) and the Code of Federal Regulations (CFR) Title 46, Chapter I, Subchapter V, Part 197, Subpart B, Diving Operations.

### **3.5 Purchases**

Only items directly used for this Contract, for work within the scope of the PWS, shall be purchased under the Other Direct Cost (ODC) line items. Single individual material purchases above \$3,500 shall be approved via Technical Instructions (TI) by the Procuring Contracting Officer (PCO) in writing prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the COR for concurrence prior to being submitted to the PCO for approval. The Contractor shall provide fuel for project support craft and trucks when the COR determines that fuel from base facilities is unavailable or not cost effective to the Government. Otherwise the COR will arrange for fuel to be provided from base facilities. The Contractor shall provide maintenance materials for PSCs, sonar(s), Winch, and ROV as necessary. IT equipment or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the PCO via a TI for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

#### **3.5.1 Boat or Vessel Leases (CDRL A005)**

The Contractor shall develop and maintain a database of vendors and sources that lease or rent the types of boats, vessels, ROVs, and test support equipment in the operating areas of interest where test operations are likely to occur such as Norfolk VA., San Diego CA, Fort Lauderdale FL, and along the Gulf Coast. The Contractor shall, as authorized by the COR and PCO via a TI, lease additional boats, vessels, ROVs, test support equipment, ROVs when the Government cannot provide these items.

#### **3.6 Weekly Operations and Maintenance Reporting (CDRL A003)**

The Contractor shall develop and deliver a summary report of all operation and maintenance activities on a weekly basis.

#### **3.7 Progress Reporting (CDRL A006)**

The Contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report progress monthly.

#### **3.8 Travel**

Overnight operations and travel is expected throughout the duration of this Contract. There will be an estimated minimum of four trips per year

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and other emergent trips that may be required to locations such as Norfolk VA, San Diego CA, Key West FL, Jacksonville, FL and Fort Lauderdale FL.

The Contractor shall, as required, travel as specified by the COR. The PCO will issue all travel requirements via a TI. Travel expenses are limited by the Joint Travel Regulation. The Contractor shall not exceed funded ODC costs without written authorization from the Contracting Officer. Contractor personnel may be required to travel to various locations in CONUS to support the PWS.

### **3.9 Quality Control (CDRL A007)**

Quality control is the Contractor's responsibility. The Contractor shall ensure its performance meets the requirements of this contract. In accordance with FAR Clause 52.246-5, "Inspection of Services-Cost Reimbursement," the Contractor shall provide and maintain an inspection system that meets the requirements of ISO 9001:2008 covering the services under this contract. The Contractor shall establish, implement, document, and maintain a quality system that ensures conformance to task order requirements. The contractor shall provide a Quality Control Plan to the Government no later than thirty (30) days after contract award.

## **4.0 ADDITIONAL REQUIREMENTS**

### **4.1 Insurance (CDRL A008)**

#### Longshoreman's/Harbormaster Insurance:

The Contractor shall secure Longshoreman's/Harbormaster Insurance. The Contractor shall ensure the required insurance is obtained and maintained throughout the life of this Contract. The Contractor shall provide proof of having obtained the required insurance yearly throughout the life of this contract.

### **4.2 General Personnel Requirements**

#### **4.2.1 Identification Badges**

Identification Badges - All Contractor employees shall display company identification badges while onboard NSA PC or at sea in the craft or boats.

#### **4.2.2 Uniforms**

All Contractor employees shall wear a Contractor furnished uniform and safety shoes while onboard NSA PC or at sea in the craft or boats. The Contractor shall be required to procure uniform and safety shoes. Contractor shall provide uniforms suitable to the environmental conditions. The uniforms must be professional in appearance and be kept neat and clean. The uniforms must have identification on front and back and the employee names and company name shall be visible on the front of outer clothing.

#### **4.2.3 Medical Requirements (CDRL A009)**

The Contractor shall test all crewmembers with pre-employment drug screening and develop a random drug testing program in accordance with 46 CFR Part 16 Section 230. The Contractor shall submit a random drug testing plan to the Contracting Officer no later than 30 calendar days after contract award. Testing shall be conducted on a not to interfere basis with operations.

## **5.0 GOVERNMENT FURNISHED PROPERTY (GFP)**

### **5.1 Government Furnished Information (GFI)**

NSWC PCD will provide all available PSC drawings, the Operations and Maintenance Manuals, the NSWC PCD Safety Office Tag-Out procedure, in support of this contract within 10 days of award. The contractor shall enter into non-disclosure agreements (NDAs) with third parties as necessary to access proprietary drawings, documents, and other information owned by those parties. All GFI shall be returned at the completion of this Contract. Test plans and Operational Area clearances will be provided within 10 days prior to any required test operations.

### **5.2 Government Furnished Materials (GFM)**

The NSWC PCD will provide fuel, berthing, pier security, shore power, Marine Sanitation Device (MSD) pump-out, and oily water waste pump-out facilities at no charge to the Contractor (or will be fully reimbursed to the contractor if Government services are not available). Additional GFM may be provided by NSWC PCD as requested by the Contractor.

## **6.0 SECURITY**

This effort may require access to classified information up to the SECRET level. No classified data will be generated or stored by the Contractor. The Contractor is required to have and maintain a SECRET clearance for all Craft Masters. The requirements of the attached DD Form 254 apply.

The Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the NSWC PCD, Security Office, 110 Vernon Avenue, Panama City, Florida 32407-7001.

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The Prime Contractor shall:

- (1) Forward copies of DD254s provided to subcontractors to the Naval Surface Warfare Center Panama City Division (NSWC PCD), ATTN: Security Code CXG.
- (2) Direct the subcontractor to obtain approval, through the prime Contractor, for the public release of information received or generated by the sub through the prime Contractor.
- (3) Submit the subcontractor's request for public release through the technical point of contact identified on the DD 254.

#### **6.1 Minimum Requirements for Access to Controlled Unclassified Information (CUI)**

Prior to access, Contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DOD Consolidated Adjudications Facility.

#### **6.2 Minimum Protection Requirements for Controlled Unclassified Information (CUI)**

Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

#### **6.3 Controlled Unclassified Information (CUI)**

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts.

CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

#### **6.4 For Official use Only (FOUO)**

FOUO is a document designation, not a classification. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the Freedom of Information Act (FOIA). This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

#### **6.5 Security of Unclassified DoD Information on Non-DoD Information Systems (DoD 8582.01) DoD policy**

Adequate security be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

##### **Information Safeguards**

Unclassified DoD information that has not been cleared for public release may be disseminated by the contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).



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- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS).
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).
- j. Provide protection against computer network intrusions and data exfiltration, minimally including:
  - (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
  - (2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
  - (3) Prompt application of security-relevant software patches, service packs, and hot fixes.
- k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.
- l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.
- m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

## 6.6 Operations Security (OPSEC)

OPSEC is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location and movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions or attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

The Contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever

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possible.

## 7.0 GOVERNMENT / CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Contract are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), Contractor employees must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this Contract. The Contractor shall exercise ultimate control over all aspects of Contractor personnel day-to-day work under this Contract including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this Contract including the work of its Contractor personnel.

Contractor personnel under this Contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.
- (4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

(1) The services to be performed under this Contract do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services Contract.

(e) Inapplicability of Employee Benefits: This Contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (1) Payments by the Government under this Contract are not subject to the Federal income tax withholdings.
- (2) Payments by the Government under this Contract are not subject to the Federal Insurance Contributions Act.
- (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this Contract.
- (4) The Contractor is not entitled to workman's compensation benefits by virtue of this Contract.
- (5) The entire consideration and benefits to the Contractor for performance of this Contract are contained in the provisions for payment under this Contract.

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor Contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) countermand any communication regarded as a violation
- (iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

## 8.0 SUBCONTRACTOR/CONSULTANTS

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(a) In addition to the information required by FAR 52.244-2 in the contractor's basic Seaport-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing agreement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order:

(1) A copy of the proposed sub-contractors cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) Seaport-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a Seaport-e prime, (ii) rate caps that are no higher than the subcontractor's prime Seaport-e contract.

(3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these addition firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) As required by FAR 15.404-3(b) the contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a subcontractor or consultant.

(c) T&M pricing agreements require an accounting system rating of adequate. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed Seaport-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

## 9.0 PERFORMANCE BASED REQUIREMENTS

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and Acceptable Quality Levels (AQLs) that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success. Procedures as set forth in the FAR 52.246-5, Inspection of Services – Cost Reimbursement, shall be utilized to remedy all deficiencies.

<u>Work Area 1</u>	<u>Performance Objective</u>	<u>Performance Standard</u>	<u>Acceptable Quality Level (AQL)</u>	<u>QASP Surveillance Method</u>
PWS paragraph 3.3, 3.3.1, 3.3.2, 3.3.3	Perform maintenance, troubleshooting, and pier support operations  Pier support operations are conducted safely and in accordance with NSA/NSWC PCD safety and hazardous material/waste requirements	Maintenance actions are correctly 100% accomplished within agreed upon schedules  Zero safety or hazardous material/waste incidents	Maintenance is timely completed.  Zero incidents	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.4, 3.6	Operate support craft and test equipment  Craft Master licenses and qualifications are maintained current	Zero safety or equipment damage during operations  Licenses and qualifications are current 100% of the time and are promptly renewed if lapsed	Zero Incidents  Licenses and qualifications are maintained current	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement  In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.5, 3.4.1	Obtain required approvals prior to purchasing materials or leasing boats or vessels or traveling. Submit invoices with monthly progress reports	100% approvals obtained prior to purchasing.	100% approvals documented and invoices submitted with monthly progress reports. ODC charges support the work being conducted	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement

## 10.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for NSWC PCD 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>. Reporting inputs shall 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

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at <https://doncmra.nmci.navy.mil>.

**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 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-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)**

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

**(End of Text)**

**HQ C-2-0006 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)**

(a) For purposes of paragraph (h) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores;
- (4) cargo; and
- (5) other material on the vessel

(b) For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel

**(End of Text)**

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**HQ C-2-0031 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) – ALTERNATE I (NAVSEA) (SEP 2009)**

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract guidance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--COSTREIMBURSEMENT" (FAR 52.243-2) or "CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS" (FAR 52.243-3).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or

(2) By submitting a request to the  
Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, Pennsylvania 19111-5094  
Telephone (215) 697-6396  
Facsimile (215) 697-9398

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

**NOTES:** These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command.

**(End of Text)**

**HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)**

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies

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shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

**(End of Text)**

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## **SECTION D PACKAGING AND MARKING**

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

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the 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
  - Name of Individual Sponsor
  - Name of Requiring Activity
  - City and State

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

### **DISTRIBUTION LIMITATION STATEMENT**

Documentation generated under this order shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

**DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; ADMINISTRATIVE OR OPERATIONAL USE (DATE). OTHER REQUESTS SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER - PANAMA CITY DIVISION, ATTN: BUSINESS OPERATIONS DEPARTMENT, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.**

**DESTRUCTION NOTICE – FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.**

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## SECTION E INSPECTION AND ACCEPTANCE

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

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

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

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

### **52.246-11 Higher-Level Contract Quality Requirement (Dec 2014)**

(a) The Contractor shall comply with the higher-level quality standard selected below.

Title	Number	Date	Tailoring
ANSI/ISO/ASQ	Q9001	2008	None

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

(End of Clause)

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

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

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

Item(s) CLINs 7000, 7001, 7002, 7003, 7004, 9000, 9001, 9002, 9003, 9004 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama Division, as specified in the Quality Assurance Surveillance Plan (QASP) attached. The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

### **HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)**

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

### **HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)**

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures,



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planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

**(End of Text)**

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	11/21/2015 - 11/20/2016
9000	11/21/2015 - 11/20/2016

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

52.242-15 Stop-Work Order (AUG 1989)  
52.247-34 F.o.b. Destination (NOV 1991)

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

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

ITEM(S)	FROM - TO
CLIN 7000 Base Year – Labor	From 21 November 2015 to 20 November 2016
CLIN 9000 Base Year – ODC	From 21 November 2015 to 20 November 2016
CLIN 7001 Option 1 – Labor exercised)	From 21 November 2016 to 20 November 2017 (if exercised)
CLIN 9001 Option 1 – ODC exercised)	From 21 November 2016 to 20 November 2017 (if exercised)
CLIN 7002 Option 2 – Labor exercised)	From 21 November 2017 to 20 November 2018 (if exercised)
CLIN 9002 Option 2 – ODC exercised)	From 21 November 2017 to 20 November 2018 (if exercised)
CLIN 7003 Option 3 – Labor exercised)	From 21 November 2018 to 20 November 2019 (if exercised)
CLIN 9003 Option 3 – ODC exercised)	From 21 November 2018 to 20 November 2019 (if exercised)
CLIN 7004 Option 4 – Labor exercised)	From 21 November 2019 to 20 November 2020 (if exercised)
CLIN 9004 Option 4 – ODC exercised)	From 21 November 2019 to 20 November 2020 (if exercised)

(End of Text)

### **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.

(End of Text)

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## SECTION G CONTRACT ADMINISTRATION DATA

### CLAUSES INCORPORATED IN FULL TEXT

#### PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

252.204-0002 Line Item Specific: Sequential Order ACRN Order

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order Alpha/Alpha; Alpha/Numeric; Numeric/Alpha; and Numeric/Numeric.

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#### **252.204-7006 Billing Instructions (OCT 2005)**

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

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#### **252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)**

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

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

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- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
- (4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)

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

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Destination/Destination

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N61331
Admin DoDAAC	S2404A
Inspect By DoDAAC	N/A
Ship To Code	N61331 (invoice purposes only)
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	N61331
Accept at Other DoDAAC	N/A
LPO DoDAAC	(Leave Blank)
DCAA Auditor DoDAAC	HAA47B
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.

[joe.renella@navy.mil](mailto:joe.renella@navy.mil) and [alex.potter@navy.mil](mailto:alex.potter@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.

**NSWC PCD WAWF Point of Contact (POC):**

E-mail [REDACTED]

\*\*Please send an e-mail to both points of contact.

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

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

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

CONTRACTOR POINTS OF CONTACT - The Contractor points of contact for this Task Order are as follows:

Michael Carlson  
757-778-2362  
[mcarlson@ita-intl.com](mailto:mcarlson@ita-intl.com)

Michael Melo  
757-246-6781  
[mikemelo@ita-intl.com](mailto:mikemelo@ita-intl.com)

**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

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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. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

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

\_\_\_\_\_ (1) Line item specific: single funding. If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

  X   (2) Line item specific: Sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

\_\_\_\_\_ (3) Line item specific: contracting officer specified ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

\_\_\_\_\_ (4) Line item specific: by fiscal year. If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

\_\_\_\_\_ (5) Line item specific: by cancellation date. If there is more than one ACRN within a contract line item, the payment office will 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.

\_\_\_\_\_ (6) Line item specific: proration. If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

\_\_\_\_\_ (7) Contract-wide: sequential ACRN order. The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

\_\_\_\_\_ (8) Contract-wide: contracting officer specified ACRN order. The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

\_\_\_\_\_ (9) Contract-wide: by fiscal year. The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

\_\_\_\_\_ (10) Contract-wide: by cancellation date. The payment office will 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.

\_\_\_\_\_ (11) Contract-wide: proration. The payment office will make payment from each ACRN within the contract

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or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

\_\_\_\_\_ (12) Other. If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions—

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and office.

(ii) Are agreed to by the payment office and the contract administration.

**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.

(End of Text)

**GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT:**

**Procurement Contracting Officer**

██████████  
110 Vernon Ave  
Panama City, FL 32407-7001  
(850) 235-5389  
██████████

**Contract Specialist**

██████████  
110 Vernon Ave  
Panama City, FL 32407-7001  
(850) 636-6084  
██████████

**Ombudsman**

██████████  
110 Vernon Ave  
Panama City, FL 32407-7001  
850-235-5328  
██████████

**Contracting Officer Representative**

██████████

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110 Vernon Ave  
Panama City, FL 32407-7001  
850-235-5634

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

**Defense Contract Management Agency (DCMA)**

DCMA Manassas  
14501 George Carter Way  
Chantilly, VA 20151

**Defense Finance and Accounting Services (DFAS)**

DFAS Columbus Center, South Entitlement Operations  
P.O. Box 182264  
Columbus, OH 43218-2264

**SECTION G NOTES:**

**1) ACCOUNTING DATA**

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort, all funding is identified/obligated at the Sub-contract Line Item Number (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, unless the obligation is an increase to an existing Accounting Classification Reference Number (ACRN), in which case the existing SLIN and ACRN will be increased. Accounting for expenditures and invoicing at the SLIN level is required.

**2) SPECIAL INSTRUCTIONS**

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

**3) TASK ORDER RATES**

The following rates have been approved for this TO:

Annual Labor Escalation: 0% per year

Maximum Pass-Thru Rate: 0% Fixed Fee on Subcontractor Costs, Total Pass-Thru amount not to exceed 8%.

Maximum Fee: 8 % 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.



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#### 4) CONSENT TO SUBCONTRACT

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

The following subcontractors are approved on this TO:

Gryphon Technologies, Inc.

#### 5) EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

#### Accounting Data

SLINID	PR Number	Amount
700001	130053517000001	██████████
LLA :		
AA 97X4930 NH1D 257 77777 0 050120 2F 000000 A10003153594		
900001	130053517000002	██████████
LLA :		
AA 97X4930 NH1D 257 77777 0 050120 2F 000000 A10003153594		

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BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]  
  
MOD 01 Funding 0.00  
Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 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.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **223,600** total man-hours of direct labor, including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 49 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.

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

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

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

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

(End of Text)

**Additional Reporting Requirement for Clause 5252.216-9122, paragraph (h).**

The contractor shall also include the equivalent number of man-days in addition to the labor hours to be in accordance with the Wage Determination 2010-0205.

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**BASIC CONTRACT CLAUSES**

As applicable, all clauses contained in the basic, multiple award contract apply to any Task Order resulting from this solicitation.

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

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete

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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.

(End of Text)

**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.

**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:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>			
	\$	\$				
ITEM	ALLOTED TO COST	ALLOTED TO FIXED FEE	ALLOTED TO AWARD FEE	CPFF	M/HS	EST. POP

(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.

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(c) CLINs/SLINs 7000/9000 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

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### CONTRACTOR OPERATED VEHICLES

Contractor-furnished vehicles shall meet the following criteria:

The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration.

The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in one and one-half inch (1 ½") lettering. The color of the marking may be either black or blue to match other vehicle markings, and in close proximity to the USN number.

Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor- furnished equipment or vehicles or personal owned vehicles on Government property.

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## SECTION I CONTRACT CLAUSES

### BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract apply to any Task Order resulting from this solicitation. Additionally, the below are also included at the task order level:

#### **52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://farsite.hill.af.mil/>

(End of Clause)

#### **52.203-17 – CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

#### **52.204-2 SECURITY REQUIREMENTS (AUG 1996)**

#### **52.216-8 – FIXED FEE (JUNE 2011)**

#### **52.222-17 – NON-DISPLACEMENT OF GOVERNMENT WORKERS (JAN 2013)**

#### **52.222-41 - SERVICE CONTRACT LABOR STANDARDS (MAY 2014)**

#### **52.227-1 – AUTHORIZATION AND CONSENT (DEC 2007)**

#### **52.227-2 – NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**

#### **52.227-10 – FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (DEC 2007)**

#### **52.227-11 – PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (DEC 2007)**

#### **52.227-13 – PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT (DEC 2007)**

#### **52.228-5 - INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

#### **52.232-20 – LIMITATION OF COST (APR 1984)**

#### **52.232-22 – LIMITATION OF FUNDS (APR 1984)**

#### **52.233-3 Alt I - PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)**

#### **52.237-2 -- PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (Apr 1984)**

#### **52.237-10 - INDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)**

#### **52.245-1 – GOVERNMENT PROPERTY (APR 2012)**

#### **252.203-7002 - REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

#### **252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)**

#### **252.227-7015 – TECHNICAL DATA – COMMERCIAL ITEMS (DEC 2011)**

#### **252.227-7016 – RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)**

#### **252.227 7019 – VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (SEP 2011)**

#### **252.227-7025 – LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR 2011)**

#### **252.227-7027 – DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)**

#### **252.227-7030 – TECHNICAL DATA – WITHOLDING OF PAYMENT (MAR 2000)**

#### **252.227 7037 – VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2012)**

#### **252.227-7038 – PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)**

#### **252.227 7039 – PATENTS – REPORTING OF SUBJECT INVENTIONS (APR 1990)**

#### **252.245-7001 – TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)**

#### **252.245-7002 – REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)**

#### **252.245-7003 – CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)**

#### **252.245-7004 – REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)**

#### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

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

**(NAVSEA VARIATION) (SEP 2009)**

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

ITEMS	LATEST OPTION EXERCISE DATE
7001 (Labor Option 1)	12 MONTHS AFTER CONTRACT AWARD
7002 (Labor Option 2)	24 MONTHS AFTER CONTRACT AWARD
7003 (Labor Option 3)	36 MONTHS AFTER CONTRACT AWARD
7004 (Labor Option 4)	48 MONTHS AFTER CONTRACT AWARD
9001 (ODC Option 1)	12 MONTHS AFTER CONTRACT AWARD
9002 (ODC Option 2)	24 MONTHS AFTER CONTRACT AWARD
9003 (ODC Option 3)	36 MONTHS AFTER CONTRACT AWARD
9004 (ODC Option 4)	48 MONTHS AFTER CONTRACT AWARD

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

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

(End of Clause)

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**52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The insert name of SBA's contractor will notify the Naval Surface Warfare Center Panama City Division (NSWC PCD) Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

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

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

**52.222-42 – STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

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

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

*Monetary Wage based on Bay County, FL Wage Determination*

Employee Class	Title	Monetary Wage – Fringe Benefits
14072	Computer Programmer II	\$21.28
14073	Computer Programmer III	\$26.02
14074	Computer Programmer IV	\$31.44
14102	Systems Analyst II	\$31.49
14103	Computer Systems Analyst III	\$37.74

Fringe benefits include paid Federal holidays, annual and sick leave, health, dental, vision, contributions to thrift saving plans, and life insurance.

(End of clause)

**52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

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Funds are not presently available for performance under this contract beyond 20 November 2016 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 20 November 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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## 52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

### All subcontracts that are not approved at the time of award

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

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(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

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

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

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

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

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

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

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

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

[Gryphon Technologies, Inc.](#)

(End of clause)

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## 252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

North Florida District Office

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**7825 Baymeadows, Way Suite 100B**

Jacksonville, FL 32256-7504  
904-443-1900

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

**252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software			Name of Person
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to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date	
Printed Name and Title	
Signature	

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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**252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)**

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

(1) "Commercial computer software" means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

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(3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) “Developed” means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

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(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) “Minor modification” means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) “Noncommercial computer software” means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) “Restricted rights” apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain

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the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights.*

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a



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Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) *Restricted rights.*

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions)

may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

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(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

- (1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer;
- or (2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

- (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date	
Printed Name and Title	
Signature	

(End of identification and assertion)

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(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(3) *Restricted rights markings.* Software delivered (or otherwise furnished) to the Government with restricted rights shall be marked with the following legend:

(End of legend)

#### RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such

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software must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming computer software or computer software documentation markings.* A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

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(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A Contract Data Requirements List (CDRL)

Attachment J.1 DD Form 254

Attachment J.2 Wage Determination No.: 2010-0205 Rev. No.: 6

Attachment J.3 NSWCPCD Boat Operations Catalog

Attachment J.4 NSWCPCD-MN-13-0001 Test & Evaluation Manual

Attachment J.5 NSWCPCDINST 3124.1E Aviation Unit SOP

Attachment J.6 NSWC 3110.2A Dispatching Operating and Reporting Procedures

Attachment J.7 NSA 3120.3A Manual for Utilization of Panama City Operating Area and Local Areas

Attachment J.8 NSAPCFLINST 5560.2D NSA PC Traffic/Safety Regulations

Attachment J.9 5100.33D Hazardous Material Control and Management Program

Attachment J.10 NSAPCFLINST 5090.1B Hazardous Waste Management Plan

Attachment J.11 NAVSEA Technical Manual

Attachment J.12 LockOut TagOut SOP

Attachment J.13 NSAPCFLINST 3140.1D Destructive Weather Plan

Attachment J.14 SOP for Contractor Operated Cranes

Attachment J.15 SOP for Destructive Weather Preparedness

Attachment J.16 NAVSEA Technical Manual (S9086-T4-STM-010/CH-589R6)

Attachment J.17 COR Appointment Letter