

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
P000043. EFFECTIVE DATE  
27-Jun-20194. REQUISITION/PURCHASE REQ. NO.  
See Section G5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00178

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

N00178

NSWC, DAHLGREN DIVISION  
17632 Dahlgren Road Suite 157  
Dahlgren VA 22448-5110NSWC, DAHLGREN DIVISION  
17632 Dahlgren Road Suite 157  
Dahlgren VA 22448-5110

SCD: C

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

Tatitlek Technologies Inc  
561 East 36th Avenue  
Anchorage AK 99503-4137

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-16-D-9063 / N0017819F3009

10B. DATED (SEE ITEM 13)

04-Feb-2019

CAGE CODE  
4WZG2

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ]

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)  
Unilateral, FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return \_\_\_ copies to the issuing office.

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

SEE PAGE 2

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

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

Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

27-Jun-2019

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to provide an increment of funds. Accordingly, said Task Order is modified as follows:

1. In accordance with FAR 52.232-22 Limitation of Funds, the SLINS below are updated.
2. Accounting and Appropriation Data is provided in Section G.
3. NAVSEA 5252.232-9104 Allotment of Funds clause and the Funding Profile in Section H are updated to reflect the funding changes in this modification.
4. A conformed copy of this Task Order is attached to this modification.

### DISTRIBUTION:

DCMA Seattle (S4801A)

DFAS Columbus, West Entitlement (HQ0339)

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7000AC	WCF			
7000AD	WCF			

The total value of the order is hereby increased from

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000AA			
7000AC			
7000AD			

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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		Base Period - Labor for Security Admin and Access Control IAW Section C Statement of Work (See Note 1)					
7000AA	R699	Holding SLIN Base Period - Labor for Security Admin and Access Control IAW Section C Statement of Work (Fund Type - TBD)		LH			
7000AB	R699	Classified Control Funding (Award) (WCF)		LO			
7000AC	R699	Access Control Funding - POAM 100 (Award / P00004 ) (WCF)		LO			
7000AD	R699	Security Coordinator Funding - POAM 300 (Award / P00004 ) (WCF)		LO			
7000AE	R699	Funding for Dam Neck POAM 400 (WCF)		LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Data Deliverable for the Base Period IAW CDRLs - Not Separately Priced (See Note 4)		LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100		Option Year 1 - Labor for Security Admin and Access Control IAW Section C Statement of Work (See Notes 1 and 3)					
7100AA	R699	Holding SLIN Option Year 1 - Labor for Security Admin and Access Control IAW Section C Statement of Work (Fund Type - TBD)		LH			
		Option					

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For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Data Deliverable for Option Year 1 IAW CDRLs - Not Separately Priced (See Notes 3 and 4)		LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200		Option Year 2 - Labor for Security Admin and Access Control IAW Section C Statement of Work (See Notes 1 and 3)					
7200AA	R699	Holding SLIN Option Year 2 - Labor for Security Admin and Access Control IAW Section C Statement of Work (Fund Type - TBD)		LH			
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Data Deliverables for Option Year 2 IAW CDRLs - Not Separately Priced (See Note 4)		LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300		Option Year 3 - Labor for Security Admin and Access Control IAW Section C Statement of Work (See Notes 1 and 3)					
7300AA	R699	Holding SLIN Option Year 3 - Labor for Security Admin and Access Control IAW Section C Statement of Work (Fund Type - TBD)		LH			
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Data Deliverables for Option Year 3 IAW CDRLs - Not Separately Priced (See Note 4)		LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400		Option Year 4 - Labor for Security Admin and Access Control IAW Section C Statement of Work (See Notes 1 and 3)					
7400AA	R699	Holding SLIN Option Year 4 - Labor for Security Admin and Access Control IAW Section C Statement of Work (Fund Type - TBD)		LH			
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Data Deliverables for Option Year 4 IAW CDRLs - Not Separately Priced (See Note 4)		LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000		ODCs in support of Base Period CLIN 7000					
9000AA	R699	Holding SLIN Base Period ODCs in support of CLIN 7000 (Fund Type - TBD)		LO			
9100		ODC in support of Option Year 1 CLIN 7100 (See Notes 2 and 3)					
9100AA	R699	Holding SLIN Option Year 1 ODCs in support of CLIN 7100 (Fund Type - TBD)		LO			
		Option					
9200		ODC in support of Option Year 2 CLIN 7200 (See Notes 2 and 3)					
9200AA	R699	Holding SLIN Option Year 2 ODCs in support of CLIN 7200 (Fund Type - TBD)		LO			
		Option					
9300		ODC in support of Option Year 3 CLIN 7300 (See Notes 2 and 3)					
9300AA	R699	Holding SLIN Option Year 3 ODCs in support of CLIN 7300 (Fund Type - TBD)		LO			

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
		Option				
9400		ODC in support of Option Year 4 CLIN 7400 (See Notes 2 and 3)				
9400AA	R699	Holding SLIN Option Year 4 ODCs in support of CLIN 7400 (Fund Type - TBD)		LO		
		Option				

**NOTE 1: LABOR HOURS**

The labor hours (LH) for the Base Period and each Option Period shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort clause. Offerors shall price via each CLIN's holding SLIN.

**NOTE 2: OTHER DIRECT COSTS (ODCs)**

Any ODC other than the ODCs (travel) stated in Section C will be limited to approval at the time of award.

**NOTE 3: OPTION CLAUSE (HQ B-2-0010)**

Option items are supplied only if and to the extent said options are exercised. The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies to the Option CLINs.

**NOTE 4: NOT SEPARATELY PRICED**

The price for Not Separately Priced (NSP) Data Items (CLINS 7099, 7199, 7299, 7399, and 7499) shall be included in the price of the corresponding Labor CLIN(s) (CLINS 7000, 7100, 7200, 7300, and 7400).

**B.1 USE OF WHOLE DOLLARS ONLY**

All proposals shall be rounded to the nearest dollar.

**B.2 TYPE OF ORDER**

This is a Level of Effort (term) type order.

Items 7000, 7100, 7200, 7300, and 7400 are Cost-Plus-Fixed-Fee type.

Items 7099, 7199, 7299, 7399, and 7499 are Not Separately Priced (NSP).

Items 9000, 9100, 9200, 9300, and 9400 are cost only, excluding fee.

**B.3 ADDITIONAL CLINS/SLINS**

Additional CLINs and SLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall Level-of-Effort or value of the Task Order.

**B.4 FIXED FEE INSTRUCTIONS**

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(a) If the total level of effort for each period specified in Section H clause 5252.216-9122 LEVEL OF EFFORT-ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this Task Order, the Contracting Officer, at its sole discretion, shall finalize fee based on the percent of hours provided in relation to the fixed fee. For example, if 90% of the hours were provided, the Contractor is entitled to 90% of the Fixed-Fee. The above fee calculation applies to all periods regardless of the level of funding.

(b) This Task Order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the Fixed-Fee is the same for both fully funded periods and periods funded at less than the estimated total Cost-Plus-Fixed-Fee.

The following table reflects the hourly rates to be billed.

POP	Fixed Fee Amount	Man-Hours	Rate (fee per hour)
Base			
Option Year 1			
Option Year 2			
Option Year 3			
Option Year 4			

**CLAUSES INCORPORATED BY FULL TEXT**

**B.5 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.

**B.6 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

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

**B.7 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY**

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**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 specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**B.8 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

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

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

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

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

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

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

**B.9 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)**

This entire contract is cost type. Specifically CLINs 7000, 7100, 7200, 7300, and 7400 are CPFF, CLINs 7099, 7199, 7299, 7399, and 7499 are NSP, and CLINs 9000, 9100, 9200, 9300, and 9400 are Cost only.



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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **C.1 BACKGROUND**

The Naval Surface Warfare Center Dahlgren Division (NSWCDD) provides comprehensive and dedicated support to the Navy of research, development, test and evaluation, analysis, systems engineering, integration and certification of complex naval warfare systems and fleet support. Additional Contractor support of security administration, access control and escorting support services is required as NSWCDD continues to provide the military with testing and certification by utilizing its Potomac River Test Range in Dahlgren, VA and provides Fleet support at Dam Neck Activity (DNA) on NAS Oceana Dam Neck Annex which is located in Virginia Beach, VA.

### **C.2 SCOPE**

C.2.1 This Statement of Work (SOW) is to provide security support to NSWCDD and fleet support to DNA. The intent is for the Contractor to provide a dedicated team of personnel for security administration, classified control center support, and access/visitor control. The Contractor shall provide non-personal services of day-to-day operations of NSWCDD (Code 105) for the tasks described in section C.4 listed to include: building and documentation support, personnel security, information security, physical security and anti-terrorism/force protection (AT/FP), emergency management, operations security (OPSEC), electronic keying, classified control, international security, special security, general security, courier operations, classified disposal, mail processing, lock and key control, administrative security, and data management.

C.2.2 The primary work locations are at the NSWCDD which includes the primary location of Dahlgren, VA and Dam Neck Activity (DNA) in Virginia Beach, VA. The Contractor shall provide all necessary supervision, management, non-personal support services, and administrative support and oversight for this effort.

C.2.3 Rough draft, disk, verbal, electronic (e-mail) or handwritten material will be provided to the Contractor for processing and completion in accordance with specific and applicable written guidelines.

C.2.4 The Contractor will be using software applications, including those that are unique to the Navy, e.g., Lenel Enterprise Control/Intrusion Detection System (IDS), Scattered Castles and Joint Personnel Adjudicating System (JPAS), Live Scan Guardian, Classified Information Management System (CIMS), Defense Travel System (DTS), and Security Information Management System (SIMS) software. The Government shall provide any training in the use of these unique software applications required under this effort.

### **C.3 APPLICABLE DOCUMENTS**

The following Department of Defense/Department of the Navy (DOD/DON) manuals, forms, instructions and processes apply to contract security support. Additional local instructions can be found in Plan of Action and Milestones POA&Ms as appropriate.

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**MANUALS** (Found on the Internet or provided during Task Order performance)

DOD M5200.01 V1-4 Department of Defense Information Security Program  
DoD M5105.21 V1-3 Department of Defense Sensitive Compartmented Information (SCI)  
Administrative Security Manual  
DODI O-2000.16 V1-V2, DoD Antiterrorism (AT) Program Implementation  
SECNAV M5510.36 Department of the Navy Information Security Program  
SECNAV M5510.30 Department of the Navy Personnel Security Program  
SECNAV 5216.5 Navy Correspondence Manual  
DoD 5220.22-M, National Industrial Security Program Operating Manual  
NAVSEA M5510.1 Naval Sea Systems Command (NAVSEA) Security Program Manual  
NSWCDD 5510.4A Command Security Manual  
SECNAV M-5210.1, DoN Records Management Manual

**FORMS** (Provided during Task Order performance)

5510\_2 Destruction Certificate  
Activity Security Checklist  
Authorization for Temporary Removal of Classified  
Badge Encoding Request  
Badge Request Form  
Base Visitor Pass  
Bomb Threat Data Card  
Camera Pass  
CDSA Fitness Device Registration for Visitors  
CDSADN Hard Drive Accountability and Control Log  
Classified Container Sign Off Sheet  
Contract Security Classification Spec Form  
Correspondence Control Sheet - Secret Material Accountability  
Create/Transfer/Destroy Top Secret Material  
DD Form 2501 Courier Authorization  
DD Form 2962 Personnel Security System Access Request (PSSAR)  
Declassification of Security Containers  
Electronic Spillage Action Form  
NATO/SIPRNet Access Request Form  
NSASP 5512/17I Lost Badge/Common Access Card (CAC) Report Form  
NSWCDD 5216/7 Transmittal or Request  
NSWCDD Contractor Request for North Atlantic Treaty Organization (NATO)/ Secret Internet  
Protocol Router Network (SIPR)Net Access  
NSWCDD Photographic and Recording Device Pass Request  
NSWCDD PII Check-Out/In Log  
NSWCDD 5511/5 Temporary Removal of Classified Material  
OGE 450 Form  
Optional Form 89  
Privacy Act Coversheet  
Privacy Impact Assessment  
Prohibited Strong Rooms

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Random Drug Testing Program Checklist for Supervisors  
 Report Findings  
 System Authorization Access Request Navy (SAAR-N)  
 Safe Maintenance Form  
 Security Daily Inspection Check List  
 SF700 Security Container Information  
 SF701 Activity Security Checklist SF702 Security Container Check Sheet Strong Room Visitor  
 Log  
 System Authorization Access Request (Saar)  
 Training Support Center (TSC) Badge Request  
 Visitor Request Form

**INSTRUCTIONS** (Found on the Internet)

DoD 5400.7-R Chapters 3 and 4 - For Official Use Only (FOUO) Personally Identifiable  
 Information (PII)  
 SECNAVINST 5211.5D Privacy Act Information  
 OPNAV PUB P09B2-107, Standard Navy Distribution List  
 OPNAVINST 5218.7A, Navy Official Mail Management  
 DODINST 4525/6M, DOD Postal Manual  
 NSW CDD Records Management policy  
 NSW CDD 5530.1B, Physical Security Manual  
 NSW CDD 5530.5, Antiterrorism Plan  
 NSW CDD 2281.1A, Handling Safeguarding Accounting and Disposition of Communication  
 Security (COMSEC)  
 NSW CDD 2281.2A, COMSEC Emergency Action Plan  
 NSW CDD 3030.1A, Continuity of Operations Plan  
 NSW CDD 3440.1, Emergency Action Plan  
 NSW CDD 5211.1E, Privacy Act/Personally Identifiable Information (PII)  
 NSW CDD 5239.3D, Policy on Portable Electronic Devices  
 NSW CDD 5510.6A, Foreign Disclosure and Foreign National Visitor Process  
 NSW CDD 5530.4D, Security Administrative Inspection Program  
 NSW CDD 3070.3B, Operations Security  
 CBTDIRSYSACTDNINST 3030.1 CDSA Dam Neck Continuity of Operations Implementation  
 Plan  
 CBTDIRSYSACTDNINST 3432.1B Operations Security (OPSEC) Instruction  
 CBTDIRSYSACTDNINST 3440.1 Emergency Action Plan  
 CBTDIRSYSACTDNINST 3300.1 CDSADN Antiterrorism Plan  
 CBTDIRSYSACTDNINST 5239.2A Protected Distribution Systems  
 CBTDIRSYSACTDNINST 5510.1A Information and Personnel Security Manual  
 CBTDIRSYSACTDNINST 5530.14B Physical Security Manual  
 SECNAVINST 3070.2 Operations Security  
 OPNAVINST F3300.53C Navy Antiterrorism Program  
 OPNAVINST 5530.14E Navy Physical Security and Law Enforcement Manual  
 OPNAVINST 5530.13C Department of the Navy Physical Security Instruction for the  
 Conventional Arms, Ammunition and Explosives (AA&E)  
 OPNAVINST 5510.165A Navy Insider Threat Program

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## **PROCESSES FOR DAHLGREN (Provided with POA&M)**

Classified Mailroom SOP

Personnel Security SOP

Physical Security SOP for Controlled Access Area (CAA)

Physical Security SOP for Open Storage Secret (OSS)

Physical Security SOP for Open Storage Top Secret (OSTS)

Job Aid - Security Guidebook For Employees Ver1

Job Aid - CAC Replacement Request Template

Job Aid - Checklist for Classified Discussions or Processing

Job Aid - Classified Meetings

Job Aid - Department Security Representatives

Job Aid - Deputy Secretary of Defense (DEPSECDEF) MEMO - Unauthorized Disclosure of Aug 14 2014

Job Aid - Locking-Securing Procedures

Job Aid - Lost CAC procedures

Job Aid - NSWCCD Electronic Spillage SOP

Job Aid - OPSEC

Job Aid - Sample and Mandatory Security Language for Classified Contracts

Job Aid - Security Infractions and Violations

Job Aid - Secure telephone Equipment (STE) and Omni Terminals

Job Aid - Visitor Control Processes

Job Aid - VoSIP Capability Guidance(Voice Over Secure Internet Protocol)

Job Aid - Enclosure (2) of NAVSEA Memorandum 5510 Ser SEA 09P/008 of 3 Apr 11.

Job Aid - NAVSEA Memo 5239 Ser 09P/005 of 03 June 10, NAVSEA Electronic Spillage Reporting and Response Policy

Job Aid - NAVSEAINST 5211.2A Privacy Act\_Personally Identifiable Information Program

Job Aid - NAVSEA Memo 5510 Ser 09P/103 of 7 May 12, All-Shred Policy

Job Aid - NSWCCD Instruction 5239.3D Policy On Portable Electronic Devices 16 DEC 2014

Job Aid - Designation of Information Technology (IT) Positions Standard Operating Procedures

Job Aid - Miscellaneous Marking and Labeling

Job Aid - CUI Mini Guide

Job Aid - PII and Encryption Methods

Job Aid - PII--User

Job Aid - No Foreign (NOFORN) pamphlet

Job Aid - Step plan action for writing classification guides

NSWCCD Security Office Calendar of Training Events updated 10 May 16

Job Aid -Your Polygraph Examination

Job Aid - NSWCCD Marking Guide

Access Control SOP

Preliminary Investigation SOP

## **PROCESSES FOR DNA (Provided with POA&M)**

T3-105-3300.1 Random Entry/Exit Inspections

T3-105-3300.2 Official and Unofficial Travel

T3-105-3300.4 Ad Hoc CDSA Emergency Communication Updates

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T3-105-3440.1 Muster Process  
T3-105-4330.1 On Site Contractors  
T3-105-4600.1 Processing DTS OCONUS Travel Orders  
T3-105-5130.1 Courier Cards and Letters  
T3-105-5239.1 Protected Distribution (PDS) Inspections  
T3-105-5239.2 Shipping Media to National Security Agency (NSA) for Destruction  
T3-105-5239.3 Local Media Destruction Procedures  
T3-105-5239.4 Classified Media Removal Control Log  
T3-105-5240.1 Contractor Common Access Cards  
T3-105-5510.2 Administration of Foreign Military Affiliates  
T3-105-5510.3 Foreign Visitor Process  
T3-105-5510.4 Classified Container and Door Combo Management  
T3-105-5510.6 Classified Meetings  
T3-105-5510.7 Classified and Unclassified Destruction  
T3-105-5510.8 Processing and Control of Classified Material  
T3-105-5510.9 DD254 Processing  
T3-105-5510.10 Classified Information Management System (CIMS) Compliance Program  
T3-105-5520.11 Procedures for Initiating and Submitting Fingerprints  
T3-105-5520.6 Procedures for Creating Local Joint Clearance and Access Verification System (JCAVS) Accounts and Managing Visits  
T3-105-5520.8 Visitor Coordination with Security  
TE-105-5530.2 Quarterdeck Security Logs  
T3-105-5530.3 After Hours Building Inspections  
T3-105-5530.5 Requesting Base Passes  
T3-105-5530.6 Weekend Alarm Contingency Plan  
T3-105-5530.7 Alarm Monitoring Procedures  
T3-105-5530.9 Completing LENEL System Backups  
T3-5530.10 Strong Room Custodian Guide  
T3-105-5530.11 Alarm Testing Procedures  
T3-105-5530.12 Creating Access Lists in LENEL  
T3-105-5520.1 Termination Procedures - Civilian  
T3-105-5520.2 New Civilian Hires  
T3-105-5520.3 Termination Procedures - Military  
T3-105-5520.4 Military Staff - Incoming  
T3-105-5520.5 Civilian Transfer - Incoming

## **C.4 REQUIREMENTS**

### **C.4.1 SECURITY ADMINISTRATION SUPPORT**

The Contractor shall perform general security administration duties necessary to meet the needs of NSWCCD. The Contractor shall assist with performing a wide variety of complex security duties. The technical requirements described in this SOW shall require the Contractor to:

Provide support to the security coordinator and special security representative to include the following:

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### **C.4.1.1 General Security**

C.4.1.1.1 Answer routine customer questions providing customer support and personally respond and take for action any call related to security. The Contractor shall maintain telephone contact with appropriate personnel in support of the work area being supported.

C.4.1.1.2 Maintain classified network accounts as required to support the department; SIPR and/or Joint Worldwide Intelligence Communications (JWICs).

C.4.1.1.3 Provide staff and customers with accurate and complete information on security processes, procedures, and documentation requirements.

C.4.1.1.4 Provide security support at meetings on and off NSWCDD location.

C.4.1.1.5 Assist with the development of and update security sustainment plans.

C.4.1.1.6 Participate in command security team and Board of Director (BOD) meetings.

C.4.1.1.7 Report security incidents immediately to the Command Investigators and Security Director. Provide statements if requested.

C.4.1.1.8 Develop, maintain and update security SOPs.

### **C.4.1.2 Information Security**

C.4.1.2.1 Serve as a classified control point.

C.4.1.2.2 Assist departments in identifying meeting spaces and the security requirements before, during and after sensitive and/or classified meetings.

C.4.1.2.3 Assist with the creation of security training.

C.4.1.2.4 Provide security education and training to all NSWCDD personnel, Contractor support personnel and visitors.

C.4.1.2.5 Provide courier card program assistance.

C.4.1.2.6 Assist with the department personally identifiable information (PII) program.

C.4.1.2.7 Collect and submit derivative classification sampling as required to the Information Security Lead.

C.4.1.2.8 Assist with department camera pass program.

C.4.1.2.9 Assist with special programs to include NATO, Critical Nuclear Weapon Design Information (CNWDI), Restricted Data/Formerly Restricted Data (RD/FRD), and Naval Nuclear Propulsion Information.

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### **C.4.1.3 Physical Security**

C.4.1.3.1 Participate and perform walkthroughs, inspections and surveys. Provide findings of inspections to the Physical Security Lead.

C.4.1.3.2 Sanitize spaces for foreign national visits when required and review foreign national security plan for on-site foreign nationals.

C.4.1.3.3 Conduct annual department physical security surveys.

C.4.1.3.4 Complete force protection conditions (FPCONS) and report attainment through the department.

C.4.1.3.5 Update Critical Asset Lists and mission essential vulnerability assessments (MEVAs) annually.

C.4.1.3.6 Run lenel access reports for custodians to scrub access.

C.4.1.3.7 Submit security related work requests/trouble tickets in facility service request module (FSRM).

C.4.1.3.8 Perform combination changes for various secure locks and coordinate with facilities trouble tickets for lock issues.

C.4.1.3.9 Control access to classified areas via the Lenel System.

C.4.1.3.10 Instruct department personnel in security practices and procedures pertaining to classified spaces.

C.4.1.3.11 Notify Command Physical Security Lead of any alarm issues with Sensitive Compartmented Information Facilities (SCIFs).

C.4.1.3.12 Assist with random anti-terrorism measures (RAMs) and reporting to include the scheduling and execution of administrative checks, preparing annual RAM schedule, conducting monthly RAMs and provide findings to the Physical Security Lead.

C.4.1.3.13 Perform physical security pre-accreditation for each restricted area, inspecting above the ceiling and below the floor, and provide required paperwork to the Physical Security Lead. Use of a ladder is required to perform this tasking. Occasionally Contractor will lift up to 50 pounds while performing the inspection.

C.4.1.3.14 Instruct department personnel in security practices and procedures pertaining to classified spaces, including opening and closing, visitor control, classified meetings, and courier procedures.

C.4.1.3.15 Develop Open Storage Secret SOPs, instruction in security practices and procedures

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pertaining to classified spaces, including opening and closing, visitor control, storage of classified material and courier procedures, if there are differences not covered in the Command Security Manual, other Code 105 instructions or SOPs. All SOPs must be approved by the Security Director.

C.4.1.3.16 Assist in management of command key control (issuance, return & tracking) program. Complete annual key inventories and track the temporary, daily check out of keys. Complete Key Memos to NAVFAC for signature when new keys are required.

C.4.1.3.17 Maintain tracking of all combination locks in their area crossed referenced to custodian, location, type of container, classification (Strong Room (SR), vault, safe, date combination changed) using a tracking tool provided by the Government.

C.4.1.3.18 Provide Anti-Terrorism and Force Protection support by assisting command travelers in the completion, submission and review of Isolated Preparation reports (ISOPREP) using Personnel Recovery Mission Software (PRMS).

C.4.1.3.19 Provide Anti-Terrorism support by reviewing Individual Anti-Terrorism Plans (IATP) for command travelers and routing as required by the DoD Foreign Clearance Guide (FCG).

#### **C.4.1.4 Personnel Security**

C.4.1.4.1 Provide Personnel Security support by collecting and submitting fingerprints using the Live Scan Guardian fingerprint enrollment system or similar electronic fingerprint capture system.

#### **C.4.1.5 Operations Security**

C.4.1.5.1 Participate in quarterly OPSEC working group, assist with the updating of the department critical information list (CIL) and ensure OPSEC is included in department outdoor test plans.

#### **C.4.1.6 Communications Security**

C.4.1.6.1 Performs the task of a Local Element (LE) user which would include accepting responsibility of Communications Security (COMSEC) material to include Controlled Cryptographic Items (CCI) equipment. Conducts inventory and destruction of COMSEC material, and ensures proper storage and adequate physical security is maintained for COMSEC material.

#### **C.4.1.7 Emergency Management**

C.4.1.7.1 Participate in the Emergency Management Working Group and complete all associated actions for the department from the meeting.

#### **C.4.1.8 Special Security Representative**



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C.4.1.8.1 Serve as a Contractor Special Security Representative (CSSR), supporting the primary government Special Security Representative (SSR) in the day to day running of Base Sensitive Compartmented Information Facilities (SCIF's), and reporting all issues to the Special Security Officer (SSO).

C.4.1.8.2 Prepare, update and maintain fixed facility checklists (FFCs) to include required TEMPEST forms, space drawings, mission statements, and equipment lists.

C.4.1.8.3 Prepare, update and maintain temporary security working area (TSWA) accreditation paperwork annually and submit prior to approval expiration.

C.4.1.8.4 Perform annual self-inspections per the DoDM 5105.21 and report findings to the Special Security Officer (SSO) and Assistant SSO (ASSO).

C.4.1.8.5 Ensure all SCI accountable material and all media, regardless of classification located within the SCIF is properly marked and entered into the SSO media tracker.

C.4.1.8.6 Assist with SCI level visits in SCIF spaces using JPAS level 8.

C.4.1.8.7 Maintain electronic SCIF folders, as well as assisting the SSR with the compilation of hard copy records when required.

C.4.1.8.8 Maintain physical, personnel, and information security requirements for SCIFs through administrative inspections and spot checks.

C.4.1.8.9 Assist department employees with annual SCI personnel scrub list.

C.4.1.8.10 Retain current copy of SCIF SOP in each SCIF and train SCI briefed personnel within your cognizant department on SCIF SOP compliance.

C.4.1.8.11 Assign SCIF badge accesses and coordinate with space custodians to maintain SCIF access lists.

C.4.1.8.12 Perform combination changes of SCIFs and SCI safes, ensuring the SF-700 and SF-700 continuation sheet (if required) is fully and accurately completed and delivered to the SSO Office.

C.4.1.8.13 Promptly forward all correspondents received from department SCI cleared employees to the SSO and ASSO.

C.4.1.8.14 Assist personnel/police officers with quarterly alarm drills and forward all applicable documentation to SSO office.

C.4.1.8.15 Conduct quarterly bag checks (Administrative Inspections) and monthly unannounced after-hours inspections for cognizant buildings with SCIF spaces, forwarding documentation to SSO Office.

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C.4.1.8.16 Operate JPAS level 8 and/or Scattered Castles to verify SCI accesses of visitors to SCIFs.

C.4.1.8.17 All other SCIF related duties as assigned by the SSO, ASSO or SSR.

#### **C.4.2 CLASSIFIED CONTROL CENTER (CCC) SUPPORT**

C.4.2.1 Provide receipt, tracking and proper disposition of in-coming and out-going classified mail. Complete tracer action letters for outgoing classified material receipts not received within adequate time.

C.4.2.2 Assign Confidential, Secret and Top Secret serial numbers for packages.

C.4.2.3 Maintain log books and other record keeping (transmittals, records of receipt, courier receipts express receipts, etc.) for every package that is processed.

C.4.2.4 Package and wrap sensitive and classified material to be shipped.

C.4.2.5 Prepare material for customers to hand carry off site.

C.4.2.6 Open and forward First Class mail addressed to the Commanding Officer of NSWCDD.

C.4.2.7 Research mail sent to incorrect addresses and send notice to change address.

C.4.2.8 Verify classifications and stamp packages accordingly.

C.4.2.9 Prepare mailing labels, maintain files, and enter information in record log.

C.4.2.10 Advise customers on processes or procedures.

C.4.2.11 Ensure accountability and disposition of in-coming and out-going material.

C.4.2.12 Research, develop, write/edit, update and maintain technical documentation including SOPs, user guides, planning documents such as contingency plans, brochures and posters.

C.4.2.13 Processes Secret and below destruction shipments to NSA or destroy locally, signing destruction forms for classified materials or closes out media destruction tracker items after destruction.

C.4.2.14 Prepare Security Discrepancy Notice, OPNAV 5511/51, for Security Director review and signature.

C.4.2.15 Perform all Delivery Staging Area (DSA) mailroom tasks. Research, develop, write/edit, update and maintain technical documentation in support of the Department and Command Delivery Staging Area Operations task including the DSA SOP, User Guides, Planning documents including the Contingency plan, Brochures and Posters. This includes

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scheduling meetings and/or demonstrations.

C.4.2.16 Perform courier tasks in delivery of classified material between facilities and agencies.

C.4.2.17 Perform classified disposal.

### **C.4.3 ACCESS/VISITOR CONTROL SUPPORT**

The Contractor shall perform the following for Access/Visitor Control:

C.4.3.1 Verify clearances levels of visitors and tenants using JPAS levels 7 and 10.

C.4.3.2 Register CACs in the Lenel system, add accesses per approved access request forms and process initial CAC pins and/or pin resets.

C.4.3.3 Respectfully greet visitors, verify clearances and notify point of contact (POC).

C.4.3.4 Assist meeting coordinators by receiving list of visitors and verifying their clearances in advance to have badges prepared.

C.4.3.5 Utilize sufficient personnel to ensure escort services are provided and have appropriate coverage when needed.

C.4.3.6 Escort visitors without clearances within accredited secure spaces; OSS and below. If the visitor has a NSWCDD sponsor, civilian or Contractor, the Contractor shall notify the point of contact that the visitor is on site. Sign visitor into all secure spaces annotating all fields on visitor log. Maintain a visual on visitor at all time while within the facility. Escort the visitor to the exit at the end of the visit. Sign visitor out of secure spaces annotating time of departure.

C.4.3.7 Contractor may escort visitors within a vault or strong room with the authorization of the custodian. If the custodian does not authorize the Contractor access, the Contractor must turn the visitor over to the custodian or custodian's representative.

C.4.3.8 Escort construction personnel within construction zones and remain with them keeping visual contact as they work within our secured spaces. Some construction zones will require the Contractor to wear appropriate personal protective gear. The Contractor shall be required to provide Contractor employees with safety shoes/boots (this is not a direct charge ODC) and the Government will provide all other personal protective gear. Safety shoes/boots must be American National Standards Institute (ANSI) and/or American Society for Testing and Materials (ASTM) compliant.

C.4.3.9 Issue appropriate badges to all visitors entering buildings.

C.4.3.10 The Contractor shall assist with the Outlook calendar used for the scheduling of conference rooms.

C.4.3.11 During non-core hours if there is only one (1) access/control support person on duty, the

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Contractor shall assist visitors by notifying their contact of their arrival and issuing each visitor the appropriate badge.

C.4.3.12 Complete Mail Orderly Training and submit associated paperwork to the Official Mail Manager to receive mail.

C.4.3.13 Receive deliveries and notify appropriate persons; receive mail and distribute the mail pouches to the appropriate department, division and branch secretaries' offices, and like deliveries, notify the appropriate secretaries; shall receive shipments (such as UPS) and either notify the addressee or deliver small packages along with the distribution of the mail pouches if space is available. Unclaimed mail or packages shall be moved into the Government designated locked area for unclaimed packages at the end of the day or stored in accordance with the buildings operating procedure.

C.4.3.14 Assist with submitting trouble calls and escort un-cleared maintenance workers in the spaces required.

C.4.3.15 Ensure tenants and visitors are adhering to the Portable Electronic Device Policy.

C.4.3.16 Maintain a daily log/database documenting visitors' names (Visitor, Contractor or Government personnel), Points of Contact (POC), date and time of arrival/departure, employer, and the visitor badge number assigned. Dependent on Department's operating procedure security classification level and level of authorized access shall be documented. Authorization shall be established based on security classification level.

C.4.3.17 The Contractor shall be responsible for the receipt and transmission of unclassified facsimile for building personnel. The Contractor shall notify the recipient of the facsimile.

C.4.3.18 If the Building has a "no electronic device policy", the Contractor shall ensure all visitors entering the building are aware of and enforce the policy by pointing out the list of prohibited items posted on the entry door and the visitor check-in desk.

C.4.3.19 Maintain authorized personnel list and enable badge access for those personnel meeting established Security and Program requirements.

C.4.3.20 Open, secure, and alarm zones in accordance with building standard operating procedures, Open Storage Secret and below, and properly annotate such on the SF702.

C.4.3.21 The Contractor shall maintain and operate repositories for classified and unclassified documents and magnetic media. The Contractor shall be responsible for receipt, logging, storage, and access control of all material located in the repository. As support for this facility, the Contractor shall preform as a TCP for classified documents.

C.4.3.22 The Contractor shall establish and maintain Standard Operating Procedures for access control duties.

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C.4.3.23 Perform a virus scan on media entering the building as required.

C.4.3.24 Complete end-of-day security checks and annotate as appropriate on the SF701.

C.4.3.25 Provide personnel security support by assisting with the completion of SAAR-Ns, processing incoming and outgoing employee paperwork, filing employee self-reports, validating clearance inquiries from Naval Support Activity South Potomac (NSASP) Pass and ID office, conducting NATO and CNWDI indoctrinations, updating JPAS to reflect special accesses, and verify position descriptions for clearance requirements.

C.4.3.26 Provide employees assistance with foreign clearance guide requirements, update Outside the Continental United States (OCONUS) travel spreadsheet and approve OCONUS travel orders through the DTS.

C.4.3.27 Maintain control of all NSWCCD visitor badges and conduct daily inventories to verify badges have been returned. Report any lost badges to the Physical Security Lead.

C.4.3.28 Escort shred contract personnel.

C.4.3.29 Ensure visitors have been properly vetted through NSASP and access control or security and are issued the appropriate badge.

C.4.3.30 Before visitors arrive, escorts should make sure their own workspace is sanitized of all information that is classified, CUI, and PII.

C.4.3.31 When entering other areas, escorts should announce that un-cleared visitors are in the area; ensure co-workers turn over, cover, or store classified, CUI, or PII; walk with the visitors under escort; and visually observe the visitors under escort until they leave NSWCCD or another escort assumes the duty. Where it is possible, escorts should turn the “blue light” on when un-cleared visitors are in the area.

C.4.3.32 All classified, Controlled Unclassified Information (CUI), or PII information displayed on computer screens must be sanitized.

C.4.3.33 The escort is required to maintain constant visual contact on personnel escorting.

## **C.4.4 TASK ORDER MANAGEMENT**

### **C.4.4.1 Progress Report**

The Contractor shall submit a Contracting Officer’s Management Report (CDRL A001).

### **C.4.4.2 In Process Reviews (IPR)**

The Contractor shall conduct In-Process Reviews (IPRs) with the Government on a quarterly basis but shall be scheduled as needed with the Contracting Officers Representative (COR).

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Attendees at the IPRs shall include the personnel required to discuss contract activity, progress, status, and any issues affecting tasking or action items assigned. The Contractor's In-Progress Review presentation shall contain, at a minimum, the following written information in viewgraph form:

C.4.4.2.1 Contract Number, Period of Performance, Total Value

C.4.4.2.2 An organization chart listing all personnel who are currently working under the contract. The chart shall show areas of responsibility and lines of control. The chart shall include and identify Sub-contractor personnel.

C.4.4.2.3 Description of each task completed or currently being performed, to include the SOW or POA&M Number and a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts.

C.4.4.2.4 Identification of any administrative problems encountered in performance of the contract.

C.4.4.2.5 A graphic depiction of expenditures and work hours.

C.4.4.2.6 The format for the IPR presentation shall be mutually agreed upon by the Contractor and COR. Agenda items shall address the status of action items from the previous IPR and pertinent issues. Emergent/future interest items and meetings shall be discussed during the IPR. A listing of Action Items, Meeting Minutes with attached attendance listing which reflects those attending; organization/code; telephone and e-mail address; shall be provided to the Government Representatives. (CDRL A002)

**C.4.4.3 Plan of Action and Milestones (POA&M)**

The Contractor shall develop a POA&M for each work element.

**C.5 OTHER DIRECT COSTS**

**C.5.1 Travel**

(a) During the performance of this effort, Contractor personnel may be required to travel to other sites, CONUS, to support program activities. Travel to these destinations may be required during each year of performance over the life of the Task Order and shall be specified in each POA&M. It is the responsibility of the Contractor to ensure personnel maintain passports current and effective for the contract's total period of performance at no cost to the Government.

(b) All travel shall be conducted in accordance with Clause HQ B-2-0020, and shall be pre-approved by the COR. All travel requests shall be submitted to the specific Government work area Subject Matter Expert (SME), in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. For local travel, also known as day travel, the travel itinerary will include "reasonable cost" wherever possible based on the start

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time of the scheduled event being supported. The Contractor is not authorized to perform any travel that is not in conjunction with this Task Order. The Contractor shall document in a Trip Report (CDRL A003) actions performed during travel along with reconciling the travel for each period of performance.

(c) The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR via the specific work area Program Manager during the development of each POA&M.

(d) The following travel is anticipated in support of meetings:

Dam Neck – Virginia Beach, VA  
NSWCDD – Dahlgren, VA  
Fredericksburg, VA  
Washington, DC  
Chesapeake, VA  
Laurel, MD  
Wallops, VA  
Kings Bay, GA  
Groton, CT

## **C.5.2 Materials and Equipment**

During the performance of this Task Order, there will not be materials or equipment authorized for purchase.

## **C.6 OFFICE SPACE AND COURIER OPERATIONS**

### **C.6.1 Government Furnished Office Space**

The Government will provide office space in NSWCDD spaces on a full-time basis for Contractor personnel supporting this contract except for the Program Manager. On site office space shall include a desk, computer, chair, telephone, and printer access.

### **C.6.2 Courier Operations**

The Contractor shall operate Government vehicles for the purpose of courier operations, support in security assist visits to satellite commands on and off base and delivery of destruction items to the NSA Classified Material Conversion (CMC) or other designated destruction facility. The Contractor is required to deliver and pick up material from designated areas.

## **C.7 MANDATORY REQUIREMENTS**

The following mandatory requirements shall be maintained throughout the life of the contract.

C.7.1 Facility Security Clearance: The Prime Contractor shall possess a Facility Security Clearance at the TOP SECRET level.

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C.7.2 Personnel Security Clearances (NSWCDD): All personnel providing support under this requirement must possess clearances at the SECRET level or higher. Interim SECRET clearances are acceptable.

C.7.3 Personnel Security Clearances for NSWCDD location: Security Coordinator and the Physical Security Coordinator labor categories and three (3) Access Control Clerks shall be able to obtain final TOP SECRET Clearances and must be SCI eligible (Tier 5 adjudication) within 18 months after award.

C.7.4 Personnel Security Clearances for DNA (Dam Neck) location: Lead Access Control Clerk, Shipping/Receiving Clerk, Security Coordinator, and Physical Security Coordinator labor categories must be able to obtain final TOP SECRET Clearances and must be SCI eligible (Tier 5 adjudication) within 18 months after award.

## **C.8 GENERAL REQUIREMENTS**

### **C.8.1 CORE HOURS/COVERAGE**

C.8.1.1 The Contractor shall provide required services and staffing coverage for NSWCDD during normal business hours. Coverage shall be Monday through Friday, between 0600 and 1800 for access control per section C.8.1.2 and 0700-1700 for the classified control center support. The core hours for security coordinators and physical security will be Monday-Friday 0900-1500 hours. If variances are required from the normal operating hours, the Contractor shall obtain concurrence from the Government Contracting Officer's Representative (COR)/Subject Matter Expert (SME) prior to working any varied hours. Escort support services may be required to work after hours, weekends and/or holidays.

C.8.1.2 Contractor employees are encouraged to work in accordance with the same schedules as the Government office that they are supporting. However, it is solely at the Contractor's discretion, which Federal and State holidays they choose to observe.

### **C.8.2 ABSENCE/LATE ARRIVAL/TEMPORARY REPLACEMENT**

C.8.2.1 The Government SME and office being supported shall be notified by the Contractor via telephone or email for any delayed arrival or absence of Contractor personnel.

C.8.2.2 Contractor shall arrange for temporary backfill personnel when Contractor personnel are away from the work site for more than five (5) consecutive days.

C.8.2.3 For shorter periods of absence, the need for the Contractor to provide a temporary backfill will be identified by the Government SME at the time the Contractor notifies the Government of the Contractor employee's absence.

### **C.8.3 OVERTIME**

C.8.3.1 Overtime may be required to complete emergent requirements. When required, overtime shall be requested by the Contractor Program Manager to the COR and Contracting Officer.



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Contracting Officer and COR must approve overtime request prior to overtime being worked. In accordance with 52.222-2 Payment for Overtime Premium, overtime shall be requested in writing. Overtime that is not approved in advance will not be authorized for payment.

### **C.8.4 TELEWORK**

C.8.4.1 In accordance with SEA 5252.216-9122 Alt 1 - Level of Effort Clause Alternate I (May 2010) and concurrence from the Government SME and COR, teleworking at an alternative worksite is permitted in instances of base closure, NSWCCD closure or unique situations with no more than 10% of the work being performed at an alternative worksite. Telework is also dependent upon the type of work being performed.

C.8.4.2 Telework is permitted subject to Government requirements. In the event of telework, the Contractor shall track all Government Furnished Property, listing personnel, asset tag numbers and serial numbers for all NMCI computer equipment in the Contractor's possession for telework. All equipment shall be returned to the Government by the end of the Task Order or when equipment is no longer in use, whichever comes first.

### **C.8.5 WORK ETIQUETTE**

All Contractor personnel performing on the Government site shall be responsible for maintaining satisfactory standards of performance, conduct, and integrity. Each employee is expected to maintain business standards of behavior in the workplace. Appropriate business attire suitable for dealing with the public shall be worn. The Contractor shall demonstrate professional demeanor, mannerisms, and teamwork while getting the job done in a timely and efficient manner. The Contractor shall be able to communicate effectively and professionally both orally and in writing with all levels of personnel. Profanity or abusive language is strictly prohibited in Government spaces. Harassment in any form is also prohibited in Government spaces. The Government may require transfer or removal from this Task Order any employee who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility or its population.

### **C.8.6 SKILLS AND TRAINING**

(a) The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

(b) The Contractor shall maintain all licenses/certifications for operating Government vehicles (car, truck, van, forklift, and/or man-lift) both on-site at NSWCCD and off-site in the performance of duties associated with the tasking of this contract, throughout the performance of this contract. The license(s)/certification(s) shall be obtained and maintained at the Contractor's expense.

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(c) The Contractor shall complete all mandatory training as prescribed by the Government for General, Safety, EMS, etc. topics. These training requirements are accessed through Government web based training (WBT), classroom training, or combination of both.

(d) The Contractor shall maintain a quarterly running Mandatory Training Completion Log.

## **C.9 SECURITY**

C.9.1 Personnel providing direct support to this effort will be required to have at a minimum a DoD SECRET clearance at time of award and must be able to obtain the full clearance requirements if higher level of clearance and accesses is required per Section C.7. The Contractor will have access to information and compartments with a SECRET/TOP SECRET/SCI classification. All deliverables associated with this Task Order are unclassified unless otherwise specified. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this Task Order. The Contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the NISPOM and the NSWCDD Command Security Manual. Some work accomplished under this Task Order will be classified up to the level of TOP SECRET/SCI. All data generated under this Task Order shall be classified in accordance with the guidance in the NISPOM and the NSWCDD Command Security Manual. All personnel providing support under this requirement must possess clearances at the SECRET level or higher. Interim SECRET clearances are acceptable.

Contractor must comply with guidelines specified on the DD254. The Contractor shall submit completed clearance packages within ten (10) calendar days of identification of any increased security requirements.

C.9.2 The Contractor shall require access to Non-SCI intelligence is in order to update and format documentation in support of branches and program offices. Access to SCI (SI/TK /HCS/GG) is required in order to access and reside in SCIF spaces, as well as to manage documentation in support of SCI programs. Access to NATO is required to obtain a SIPRnet account. For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this Task Order shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4. All above accesses are needed to support and provide the administrative and clerical support to NSWCDD.

C.9.3 Facility Clearance: The Contractor shall possess and maintain a TOP SECRET facility clearance as verified within the Industrial Security Facility Database.

C.9.4 Physical Security: No safeguarding of classified material is authorized at the Contractor facility. Safeguarding will only be required at the actual performance site listed in Block 13 on the DD254. Actual performance site's security regulations and guidelines will apply.

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C.9.5 Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCDD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the Contractor's performance rating. In the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the Contractor.

C.9.6 NSWCDD Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD254. NSWCDD Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. NSWCDD Security will notify the Contracts Division with the Contractor facility name and contract number, incident specifics and associated costs for clean-up. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

### **C.9.7 Portable Electronic Devices (PEDs)**

C.9.7.1 Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCDD instruction defines PEDs as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PED's include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, CD-RWs, DVD-RWs, MP3 players, iPADS, digital picture frames, electronic book readers, kindle, nook, cameras, external hard dish drives, and floppy diskettes.

C.9.7.2 Personal Wearable Fitness Devices (PWFDs) marketed primarily as fitness or sleep devices are allowed in all Navy spaces where collateral non-Sensitive Compartmented Information (SCI), classified information is processed, stored, or discussed up to and including secret. User must ensure PWFD is compliant with all requirements in NAVADMIN 216/15, Cyber Hygiene Authorization to use Personal Wearable Fitness Devices (e.g., FitBit, Jawbone UP, etc.) in Navy Spaces, dated 14 September 2015 and register PWFD in the NSWCDD Fitness Device Tracker.

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C.9.7.3 PED's belonging to an external organization shall not be connected to NSWCCD networks or infrastructure without prior approval from the NSWCCD Information Assurance and Compliance Branch. This approval will be granted using the TARIS form and action tracker process.

C.9.7.4 Personally owned hardware or software shall not be connected or introduced to any NSWCCD hardware, network or information system infrastructure.

### **C.9.8 Operations Security (OPSEC)**

All Contractors (including Sub-contractors) shall supplement their current security practices by requiring any personnel involved in executing this contract to complete Government-sponsored and administered Operations Security (OPSEC) training. In addition, all Contractors should be aware of the Critical Information List (CIL) for the department they are supporting as well as the OPSEC plan for NSWCCD. Upon contract award, all identified Contractors (including Sub-contractors) shall sign a Contractor's conformance statement and submit it to the NSWCCD COR named in block 13 of the attached DD-254 thereby acknowledging that they will meet the requirements of this contract. The COR shall contact their Department Training Coordinator to schedule key employees to attend the Government-sponsored OPSEC training. The Contractor must immediately notify the Government upon the discovery of any nonconformance with the OPSEC Plan.

### **C.9.9 Privacy Program Training**

C.9.9.1 Privacy training is mandatory for all NSWCCD personnel (military, civilian, and Contractor) and must be completed annually. The Total Workforce Management System (TWMS) is the official database for workforce training and is the preferred tool for taking and recording privacy act training. All NSWCCD personnel are responsible for ensuring individual annual privacy training requirements are met.

### **C.9.10 Visits by Foreign Nationals and Foreign Representatives**

C.9.10.1 Contract performance may require that the Contractor host, at an off-base location, foreign nationals and/or foreign representatives. A foreign national is a person who is a citizen of a foreign nation, and who is not a citizen of the United States. A foreign representative is a person who represents a foreign interest in dealings with the U.S. Government, either directly or through dealings with a U.S. Government Contractor. A foreign representative may be a United States citizen.

C.9.10.1.1 A Contractor-hosted visit of a foreign national or foreign representative may be either an "official" visit or an "unofficial" visit. An official visit is a visit where the foreign national or foreign representative is representing a foreign government in an official capacity. An unofficial visit is a visit where the foreign national or foreign representative is not representing a foreign government.

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C.9.10.1.2 A visit by a foreign national or a foreign representative may be either “DoD Sponsored” or “Non-DoD Sponsored”. A DoD Sponsored visit is a visit that is coordinated by a DoD entity. A Non-DoD Sponsored visit is a visit that does not involve DoD coordination (A visit by either a foreign national or a foreign representative pursuant to performance by the Contractor under this contract is not considered to be, by itself, a sponsored visit).

C.9.10.2 The Contractor hosting a visit by either a foreign national or a foreign representative is responsible for adherence to Department of Defense and Department of the Navy directives, instructions, regulations, and manuals that govern foreign disclosure. “Foreign Disclosure” is defined as the disclosure of Classified Military Information (CMI) and Controlled Unclassified Information (CUI) to foreign nationals and/or foreign representatives. Disclosure of such information may be accomplished orally, visually, in writing, or by any other medium.

C.9.10.2.1 Classified Military Information (CMI). This is information that is originated by or for the Department of Defense, or a Military Department, or an entity under its jurisdiction and control, and which requires protection in the interest of national security. Such information is designated as TOP SECRET, SECRET, or CONFIDENTIAL.

C.9.10.2.2 Controlled Unclassified Information (CUI). This is information that although unclassified is subject to access or distribution limitations in accordance with statute or regulation. Included is information exempt from mandatory release to the public under the Freedom of Information Act, or information that is subject to export control.

C.9.10.2.3 Naval Surface Warfare Center Dahlgren Division (NSWCDD) Foreign National Visitor and Foreign Disclosure Application process. The NSWCDD has established a foreign national visitor approval and foreign disclosure process. Whenever, pursuant to the terms of this contract, a visit to a Contractor facility or Contractor workspace by a foreign national or foreign representative is anticipated, and one or more NSWCDD employees will be in attendance at this visit/meeting for the purpose of potential discussions, above the public release level, resulting in disclosure of either CMI or CUI, a completed “NSWCDD Foreign National Visitor and Foreign Disclosure Application” e-form must be supplied to the Contractor’s Facility Security Officer (FSO). The accountable NSWCDD personnel attending the meeting must ensure that the NSWCDD disclosure process has been complied with and an approved copy of the “NSWCDD Foreign National Visitor and Foreign Disclosure Application” generated e-form has been provided to the COR and the Contractor’s FSO. The Contractor’s FSO should ensure that approved copies of the e-form are maintained at their facility as a record of compliance with requirements set forth in the National Industrial Security Program Operating Manual (NISPOM) as well as the requirements set forth above.

## **C.10 ON-SITE ENVIRONMENTAL AWARENESS**

C.10.1 The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.10.2 The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental

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Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCCD training coordinator or their COR.

C.10.3 The Contractor shall ensure that each Contractor employee not required to complete the training described in part C.10.2 above (i.e., those who do not have and will not be issued a CAC) reads the NSWCCD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCCD website, [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office).

C.10.4 Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured by C.10.2 and C.10.3 above have been met. The e-mail shall include each employee's name and work site and shall indicate which requirement (C.10.2 or C.10.3 above) each employee has satisfied.

C.10.5 Contractor copies of the records generated by the actions described in C.10.2 and C.10.3 above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

## **C.11 ON-SITE SAFETY REQUIREMENTS**

C.11.1 The Contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

C.11.2 The Contractor shall ensure that each Contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at NSWCCD. This document is available at: [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

C.11.3 The Contractor shall provide each Contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The Contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

C.11.4 The Contractor shall provide each Contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

C.11.5 Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision)[provided upon request]. Prior to bringing radioactive materials or machine sources on base, the Contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

C.11.6 The Contractor shall ensure that all hazardous materials (hazmat) procured for NSWCCD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCCD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall

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be routed through the government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/).

C.11.7 Upon request the Contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a Contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

C.11.8 Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

C.11.9 The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCCD to the Safety Office.

C.11.10 The Contractor shall ensure that all on-site Contractor work at NSWCCD is in accordance with the NSWCCDINST 5100.1D Occupational Safety and Health Instruction, available at: [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

## **C.12 OPERATION OF GOVERNMENT VEHICLES**

The Contractor may be required to drive government vehicles both on-site at NSWC, Dahlgren Division, and off-site in the performance of duties associated with the tasking of this contract. Government provided vehicles will be used solely for the purposes as described in the Statement of Work and POA&Ms of this contract. All drivers must present proof of a valid state driver's license prior to operating a government vehicle. A valid state driver's license shall be accepted as proper authority for operation of vehicles up to and including 10,000 pounds gross vehicle weight and carrying less than 15 passengers. For vehicles over 10,000 lbs and carrying more than 15 passengers a valid state driver's license and proof of required Navy training for those vehicles is required. The state driver's license must be valid for the class and weight of the vehicle which the Contractor will be operating. Individual POA&Ms will identify the specific vehicles which may be operated.

## **C.13 NON-DISCLOSURE AGREEMENTS (NDAs)**

(a) NDAs may be utilized to allow for access to company sensitive/proprietary data. For tasks requiring NDAs, the Contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

(b) The labor categories listed in Section H may be required to sign non-disclosure statements as applicable to specific tasking. The COR will notify the Contractor that will need to sign the

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NDA. The signed NDAs shall be executed prior to accessing data or providing support for information that is considered business or program sensitive and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR and the Contracting Officer via the Contract Specialist.

#### **C.14 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**

The Contractors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a Sub-contractor or as a Prime Contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current contract, the Contractor shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The Contractor shall provide notice within fourteen (14) days of receipt of any information that may indicate a Potential OCI and how they shall mitigate this.

#### **C.15 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION**

Work under this contract may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code. Section 552a and applicable agency rules and regulations. Access to, and preparation of, sensitive information subject to Privacy Act and Business Sensitive safeguarding and destruction may be required in the performance of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to Privacy Act data in support of this contract shall sign a Privacy Act certification.

#### **C.16 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS**

(a) The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Procuring Contracting Officer immediately.

(b) Inherently-Governmental functions are not within the scope of this contract. Decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government. The Contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

#### **C.17 INFORMATION TECHNOLOGY (IT) RESOURCES**

IT Resources shall not be purchased unless DoD and Navy purchasing procedures (including



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ITPR approval) have been satisfied and approvals obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services. All IT Resource Other Direct Cost Purchases require COR and KO approval regardless of the dollar value associated with the purchase.

## **C.18 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE**

In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes DOD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the Contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

## **C.19 USE OF INFORMATION SYSTEM RESOURCES**

(a) Contractor Provision of Information System (IS) Resources except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

(b) Contractor Use of NSWCCD IS Resources.

(i) In the event that the Contractor is required to have access to NSWCCD IS resources, the login name used for access shall conform to the NMCI login naming convention. If the Contractor requires access to applications/systems that utilize client certificates for authentication, the Contractor is responsible for obtaining requisite certificates from a DoD or External Certificate Authority. If this contract requires that the Contractor be granted access and use of NSWCCD IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office.

(c) Connections between NSWCCD and Contractor Facilities.

(i) If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the Contractor and ISs owned or operated by NSWCCD, such interconnection shall take place only after approval from the NSWCCD Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DoD policy (DoDI 5200.40) by the cognizant Designated Approving authority

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(DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

## **C.20 DIGITAL DELIVERY OF DATA**

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form.

(b) The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as “technical data” or “computer software”) or the Government’s and the Contractor’s respective rights therein.

(c) Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government’s rights in, and to, such technical data and/or computer software must also be digitally included as part of the deliverable and on, or in, the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor’s obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

(d) Digital delivery means (such as, but not limited to, Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as, but not limited to, “Terms of Use,” licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to, or enforceable with respect to, such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the PCO; otherwise, the Government’s rights in and to such deliverables shall be governed exclusively by the terms of this contract.

## **C.21 CONTROL OF CONTRACTOR PERSONNEL**

(a) The Contractor shall comply with the requirements of NAVSEA and NSWCDD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs,

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the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

## **C.22 IDENTIFICATION BADGES**

(a) The Contractor shall be required to obtain identification badges from the Government for all Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Government property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the appropriate Security Office within 48 hours following completion of the contract, relocation, reassignment, or termination of an employee, and upon request by the Contracting Officer.

## **C.23 CONTRACT PERSONNEL ADMINISTRATION**

(a) When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing badge identifications and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program /project managers shall be clearly identified and known as such by Government employees. As circumstances permit, frequent (at least monthly) meetings are conducted between the COR and the Contractor organization program manager/project manager.

## **C.24 POST AWARD MEETING**

(a) A Post Award Meeting with the successful Offeror will be conducted within fifteen (15) working days after award of the contract and documented.

(b) The Contractor will be given at least five (5) working days notice prior to the date of the meeting by the Contracting Officer.

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

(d) After Government review of the initial invoice, the Contracting Officer, COR and Contractor may meet to review the adequacy of the supporting documentation that is submitted in accordance with HQ G-2-0009.

## **C.25 ECRAFT STANDARD LANGUAGE**

(a) The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the

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Electronic Cost Reporting and Financial Tracking (eCRAFT) System.

(b) The Contractor's Funds and Man-hour Expenditure Report reports Contractor expenditure for labor, materials, travel, Sub-contractor usage, and other contract charges.

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The eCRAFT e-mail address for report submission is: [Ecrafft.nuwc.npt.fct@navy.mil](mailto:Ecrafft.nuwc.npt.fct@navy.mil). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

The Contractor shall submit their reports on the same day and for the same timeframe the Contractor submits an invoice in iRAPT. The amounts shall be same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

## **C.26 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

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

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

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

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

## **C.27 SUB-CONTRACTORS/CONSULTANTS**

In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007), the Contractor

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shall include the following information in requests to add Sub-contractors or Consultants during performance, regardless of subcontract type or pricing arrangement.

- (1) Clearly present the business case for the addition of the Sub-contractor/Consultant,
- (2) If applicable, the impact on subcontracting goals, and
- (3) Impact on providing support at the contracted value.

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

##### **HQ-C-1-0001 ITEMS 7099, 7199, 7299, 7399, and 7499 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

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

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

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

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software 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, joint venture, 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.

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

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

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

**HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S)  
DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR  
2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed to in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be

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licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

**HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)**

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

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

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any

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part of the work under this contract, the Contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

### **HQ C-2-0034 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 shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

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

(d) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not limited to, information submitted to the Government on a



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confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

(h) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

(i) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware,

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of an organizational conflict of interest prior to the award of this order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

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

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

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

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

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

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

(p) Compliance with this requirement is a material requirement of this order

## **HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

(a) Definitions.

(b) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(c) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(d) Requirements.

(e) All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

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

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

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## **SECTION D PACKAGING AND MARKING**

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

#### **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 practices.

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

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

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

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

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(Name of Individual Sponsor)

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(Name of Requiring Activity)

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(City and State)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

#### **HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA**

(a) 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 OF LOE SERVICES**

Items 7099, 7199, 7299, 7399, and 7499 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

#### **E.1 TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES - THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

(a) Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP).

(b) The QASP defines this evaluation and acceptance to be 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://cpar.navy.mil>.

#### **E.2 QUALITY ASSURANCE DOCUMENTATION**

(a) The Contractor's performance in each of the task areas of Statement of Work will be continually monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the Contractor's CPARS evaluation, which is accomplished on an annual basis. The evaluation will be based on Contractor performance during the previous period. The primary Government official responsible for the QASP evaluation is the Contracting Officers Representative (COR) for the contract. Other Government individuals having information relevant to the quality of Contractor performance may assist the COR, as necessary.

(b) Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, formal In-Progress Reviews, and general contacts with the Contractor.

(c) Contractor performance will be evaluated in five general areas.

(1) A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory (as defined in Table 42-1 at FAR 42.1503) will be assigned to each area.

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(2) These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

(i) Quality of Product or Service – Addresses the extent to which the contractor:

(A) met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/data delivered (products are complete, well-coordinated with all related managers and personnel, and presented in concise and understandable format);

(B) employed methods and approaches to ensure fully successful performance;

(C) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises;

(D) was proactive and demonstrated initiative;

(E) remained flexible to internal or external changes;

(F) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective; and

(G) Services are provided in a professional unbiased manner.

(ii) Schedule – Addresses the extent to which the Contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his representative.

(iii) Cost Control – Addresses the contractor's overall effectiveness in controlling both direct, indirect costs, and other direct costs as well as the incidence of cost overruns. The Contractor follows all required procedures for the purchase of materials/ODCs associated with this Task Order.

(iv) Business Relations – Addresses the responsiveness of the Contractor's upper-level management to Government concerns and needs, the effectiveness of the Contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government on both technical and management issues.

(v) Management of Key Personnel/Non-Key Personnel – Addresses the overall quality of the Contractor's team, including their education, relevant experience, skill levels and expertise as

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well as the degree of compliance with the terms of the contract regarding Key/Non-Key Personnel. Contractor's overall effectiveness in providing qualified personnel to fill vacancies and provide backfill/temp replacements. Contractor's effectiveness to retain and attract qualified and professional workforce.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	2/25/2019 - 2/24/2020
7000AB	2/25/2019 - 2/24/2020
7000AC	2/25/2019 - 2/24/2020
7000AD	2/25/2019 - 2/24/2020
7000AE	3/25/2019 - 2/24/2020
9000AA	2/25/2019 - 2/24/2020

## CLIN - DELIVERIES OR PERFORMANCE

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

7000AA	2/25/2019 - 2/24/2020
7000AB	2/25/2019 - 2/24/2020
7000AC	2/25/2019 - 2/24/2020
7000AD	2/25/2019 - 2/24/2020
7000AE	3/25/2019 - 2/24/2020
9000AA	2/25/2019 - 2/24/2020

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

7100AA	2/25/2020 - 2/24/2021
7200AA	2/25/2021 - 2/24/2022
7300AA	2/25/2022 - 2/24/2023
7400AA	2/25/2023 - 2/24/2024
9100AA	2/25/2020 - 2/24/2021
9200AA	2/25/2021 - 2/24/2022
9300AA	2/25/2022 - 2/24/2023
9400AA	2/25/2023 - 2/24/2024

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

7099	2/25/2019 - 2/24/2020
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7199	2/25/2020 - 2/24/2021
7299	2/25/2021 - 2/24/2022
7399	2/25/2022 - 2/24/2023
7499	2/25/2023 - 2/24/2024

## **F.1 PLACE OF PERFORMANCE**

(a) The Contractor shall provide the services described in Section C at multiple locations. These locations include: onsite at NSWCDD in Dahlgren, VA, onsite at DNA in Virginia Beach, VA, and at the Contractor's facility.

## **CLAUSES INCORPORATED BY FULL TEXT**

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

The Contractor shall perform the work described in SECTION C, at the Level-of-Effort specified in SECTION B, as follows:

See Above

### **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.

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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G.1 ACCOUNTING DATA**

(a) Accounting Data appears at the end of Section G.

(b) 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.

(c) Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software.

(d) Each obligation of funds receives a unique SLIN identifier, unless the funds are an increase to an existing line of accounting (ACRN). Thus, an individual Plan of Action and Milestones (POA&M) that is funded incrementally could have multiple SLINs.

(e) Accounting for expenditures at the SLIN level is required.

### **G.2 ACCOUNTING SYSTEM ADEQUACY**

(a) FAR 16.301-3(a)(1) requires that a Contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Government.

(b) This requirement applies equally to the prime Contractor as well as their Sub-contractors who are proposed for cost-reimbursement or time and materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Sub-contractors without approved accounting systems should be contracted using firm fixed price or labor hour contracts.

(c) The prime contract is solely responsible for verifying that Sub-contractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require Sub-contractors to provide a copy of DCAA's most recent review/approval letter. A copy of this letter shall be provided to the Government.

(d) The prime Contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

### **G.3 SPECIAL INVOICE INSTRUCTIONS**

(a) Each SLIN providing funding designates a specific POA&M. Tracking and reporting shall be accomplished at the POA&M. Each identified POA&M shall be invoiced by its associated SLIN and ACRN.

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(b) If multiple ACRNs are associated with a single POAM, the Contractor shall consult with the Contracting Officer Representative (COR) for additional invoicing instructions.

#### **G.4 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

(a) When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, 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.

(b) 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 contract. 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 contract Period of Performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowed for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

#### **G.5 TASK ORDER/TASK ORDER MODIFICATION DISTRIBUTION**

In accordance with the Memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration (SBA), the successful Offeror shall provide their cognizant SBA district office with a copy of the executed Task Order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

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

##### **PGI 204.7108 PAYMENT INSTRUCTIONS**

(a) Scope. This section applies to contracts and orders that are funded by multiple accounting classification citations and—

(1) Include deliverable line items or deliverable subline items (see FAR 4.1005-1) that are funded by multiple accounting classification citations;

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(2) Contain cost-reimbursement or time-and-materials/labor-hour line items; or

(3) Authorize financing payments.

(b) For contracts and orders covered by this subpart—

(1) The contracting officer shall insert the table at (b)(2), or a link to the table at (b)(2) ([https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_htm/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions)), in Section G of the contract, or equivalent, including contracts with incrementally funded line items. When some, but not all, of the fixed price line items in a contract are subject to contract financing payments, the contracting officer shall clearly identify to which line items the payment clause(s) included in Section I apply.

(2) The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS [252.232-7006](#)) and the type of effort.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
<b>52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts</b>	<b>Cost Voucher</b>	X	X	N/A	<b>Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable</b>

					<b>subline item for which payment is requested.</b>
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4,	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same

Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers					proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be

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					allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the

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					account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(c) Reserved.

(d) The numbered payment instructions ((d)(1) through (11)) are replaced by the table at paragraph (b)(2) of this section.

(12) Other. If none of the payment instructions identified in paragraph (b)(2) of this section are appropriate (i.e., multiple lot progress payments), 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

(ii) Are agreed to by the payment office and the contract administration office. A copy of the agreement will be kept in the contract file.

### **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.



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

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

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

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

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

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

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

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

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

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

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

Destination (N00178)

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00178

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Admin DoDAAC	S4801A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	S4201A
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA021
Other DoDAAC(s)	Not Applicable

(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.

(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: [DLGR\\_NSWC\\_WAWF\\_ADMIN@navy.mil](mailto:DLGR_NSWC_WAWF_ADMIN@navy.mil).

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

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

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/Task Order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price Sub-contractors, Sub-contractors are also required to provide labor categories, rates, and hours

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(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. Sub-contractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the Sub-contractor lack encryption capability, the Sub-contractor 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.

### **Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES**

(a) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the PCO or is pursuant to specific authority otherwise included as part of this contract. In the event the Contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

(b) The Contract Specialist is the representative of the PCO for all contractual matters.

Administrative Contracting Officer (ACO):

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Name: DCMA Seattle Branch Office (S4801A)

(c) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the PCO for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Contracting Officers Representative (COR) - Top Secret portion of the SOW:

Contracting Officers Representative (COR) - SCI portion of the SOW:

(d) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

Payment Office:

Name: DFAS Columbus Center, West Entitlement (HQ0339)

Phone: 1-800-756-4571

(e) The Payment Office makes all payments under the Task Order.

### **Ddl-G11 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 Level of Effort clause in this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

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The following Sub-contractors are approved on this Task Order.

Not Applicable

Accounting Data

SLINID	PR Number	Amount
7000AB	130076768600001	
LLA :		
AA 97X4930 NH1E 252 77777 0 050120 2F 000000 A00004905812		
Classified Control Funding (Award)		
7000AC	130076768600002	
LLA :		
AB 97X4930 NH1E 252 77777 0 050120 2F 000000 A10004905812		
Access Control Funding (Award)		
7000AD	130076768600003	
LLA :		
AC 97X4930 NH1E 252 77777 0 050120 2F 000000 A20004905812		
Security Coordinator Funding (Award)		

BASE Funding  
Cumulative Funding

MOD P00001

7000AB	130076768600001	
LLA :		
AA 97X4930 NH1E 252 77777 0 050120 2F 000000 A00004905812		
Classified Control Funding (Award)		

MOD P00001 Funding -  
Cumulative Funding

MOD P00002

7000AE	130077430900001	
LLA :		
AD 97X4930 NH1E 252 77777 0 050120 2F 000000 A00004960519		
POAM 400		

MOD P00002 Funding

Cumulative Funding

MOD P00003 Funding

Cumulative Funding

MOD P00004

7000AC	130076768600004	
LLA :		
AB 97X4930 NH1E 252 77777 0 050120 2F 000000 A10004905812		
Access Control Funding - POAM 100 (Award / P00004 )		

7000AD	130076768600005	
LLA :		
AC 97X4930 NH1E 252 77777 0 050120 2F 000000 A20004905812		
Security Coordinator Funding - POAM 300 (Award / P00004 )		

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MOD P00004 Funding  
Cumulative Funding

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS**

To perform the requirements of the Statement of Work (SOW), the Government requires personnel with the appropriate experience and professional qualifications. The applicable labor categories and associated qualifications are listed in Sections H.2 and H.3 below. Key Personnel qualification levels are considered to be required for the individuals whose resumes are submitted for evaluation with the proposal. All individuals performing under the Key Personnel labor categories are considered Key. Resumes for any replacement of Key Personnel that are submitted following award shall have qualifications considered to be equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels for Key Personnel are considered to be minimums for any growth beyond those individuals initially proposed. Non-Key Personnel are the personnel proposed to provide hours in labor categories that are not identified as Key and the qualification levels are minimums.

(a) Experience – The specific experience for each Key Labor Category must be directly related to the tasks listed in the SOW.

(b) Professional Development – Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offers’ ability to perform the contract. The years of experience listed below are in addition to appropriate professional development.

(c) Accumulation of Qualifying Experience - Categories of experience may be accumulated concurrently.

(d) The Program Manager shall be an employee of the Prime.

### **H.2 KEY PERSONNEL – LABOR CATEGORY MINIMUM QUALIFICATIONS**

#### **Program Manager (Non-SCA)**

Ten (10) years of program management experience which includes both technical and administrative aspects of Government contract performance, providing contract data deliverables, and having oversight of contract schedule and cost. Five (5) years of experience managing Federal Government programs/contracts. Experience with administrative oversight of contractual matters and serving as a liaison between the customer representative and corporate management. Experience managing services simultaneously while supporting many projects. Experience organizing resources to support many concurrent activities. Experience ensuring that all activities conform to the terms and conditions of the contract.

### **H.3 NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS**

The Contractor shall provide non-key personnel who meet or exceed the minimum qualifications provided below. Prior to charging non-key personnel labor to this order, the Contractor shall

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provide written certification stating the individual's name, labor category, and certification that the individual meets or exceeds the minimum qualifications of the labor category. This written certification shall be made by email to the Contract Specialist and the COR.

Duties under the Service Contract Act (SCA) labor categories are consistent with the labor descriptions found in the SCA Directory of Occupations, 5<sup>th</sup> edition, at <https://www.wdol.gov/library.aspx>. The Contractor is required to manage all employee benefits in accordance with the most recent wage determination from the Department of Labor and notify the Government when the Task Order attachment should be updated.

**Security Coordinator (Non-SCA)**

Three (3) years of experience in developing and maintaining documentation and/or data management systems, involving DOD/DON combined in the security disciplines of information, physical, operations, and special security. Experience should demonstrate skills with Microsoft Office suite (Word, Excel, Outlook and PowerPoint). Must demonstrate the ability to work independently and be able to communicate effectively both orally and in writing, to include specific Government formats and reports. Knowledge of various software applications; Lenel Enterprise Control/Intrusion Detection System (IDS) alarms, Scattered Castles, Joint Personnel Adjudicating System (JPAS) and Security Information Management System (SIMS). Experience in the use of DOD/DON policies regarding physical, information, special and international security. Ability to climb a ladder to perform physical security assessments.

**Physical Security Support (Non-SCA)**

Three (3) years of experience in the area of physical security, anti-terrorism force protection (AT/FP), and emergency management. Experience should demonstrate skills with Microsoft Office suite (Word, Excel, Outlook and PowerPoint). Must demonstrate the ability to work independently and be able to communicate effectively both orally and in writing. Knowledge of various security software applications such as LENEL. Knowledge of DoD lock program. Ability to utilize a ladder and carry a minimum of 50 pounds to perform physical security assessments.

**Receptionist/Escort (SCA Category – Guard I - 27101)**

Experience should include routine record keeping functions with attention to detail. Effective oral communication skills. Experience should demonstrate skills with Microsoft Office suite (Word, Excel, Outlook and PowerPoint), basic correspondence, answering and screening incoming telephone calls, and the operation of basic office equipment. Escorting of uncleared personnel within classified spaces. Steel toed shoes will be required when escorting in construction areas.

**Access Control Clerk (SCA Category - Guard II – 27102)**

Performing access control functions providing access control support at a main or front desk. Routine record keeping functions with attention to detail. Demonstrated effective oral and written communication skills. Experience should demonstrate skills with Microsoft Office suite (Word, Excel, Outlook and PowerPoint), basic correspondence, answering and screening incoming telephone calls, and the operation of basic office equipment.



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**Lead Access Control Clerk (SCA Category – Guard II – 27102)**

Three (3) years of experience in the area of classified control. Experience must include oversight of the transmission, receipt, tracking, and destruction of classified material per DOD/DON policies. Ability to effectively manage scheduling of personnel to ensure coverage of multiple buildings/facilities. Ability to use the Microsoft Office suite (Word, Excel, Outlook and PowerPoint) and to communicate effectively orally and through written reports. Experience in the use of clearance verification systems, badge access and alarm systems and the escorting of uncleared (personnel without US security clearances) personnel within classified spaces. Knowledge of the Lenel Enterprise Control/Intrusion Detection System (IDS) and the Joint Personnel Adjudication System (JPAS).

**Shipping/Receiving Clerk (SCA Category - Material Coordinator – 21030)**

A minimum of (2) two years of experience in the area of classified control. Experience must include knowledge of the transmission, receipt, tracking, and destruction of unclassified and classified material per DOD/DON policies. Ability to use the Microsoft Office suite (Word, Excel, Outlook and PowerPoint). Ability to communicate effectively orally and through written reports. Ability to use a classified management database to track classified material.

**Lead Shipping/Receiving Clerk (SCA Category – Material Coordinator – 21030)**

A minimum of (4) four years of experience in the area of classified control. Experience managing the transmission, receipt, tracking, and destruction of unclassified and classified material per DOD and DON policies. Ability to effectively manage scheduling of personnel to ensure coverage of multiple buildings/facilities. Ability to use the Microsoft Office suite (Word, Excel, Outlook and PowerPoint). Ability to communicate effectively orally and through written reports. Ability to use a classified management database to track classified material.

**H.4 RESUME FORMAT AND CONTENT REQUIREMENTS**

In order to facilitate evaluation, all resumes shall contain the following minimum information:

- Complete Name
- Task Order Labor Category
- Percentage of time to be allocated to this effort
- Current level of security clearance level per JPAS (identify if interim or final)
- Current work location and planned work location upon award of this Task Order.

If the individual is key on another contract with a Period of Performance that will overlap this requirement, note plans to satisfy both contracts if the Offeror is selected for award.

Chronological Work History/Experience Show experience and date(s) as follows:

(a) Employer: Dates (month/year); Title(s) held

(b) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.) If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall

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be noted for each assignment. (This is necessary to prevent an Offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure Offeror's proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(c) Phrases such as "assisted with", "participated in", or "supported" are UNACCEPTABLE except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will NOT be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

(d) Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

(e) Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government's overall technical requirements.

(f) All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

(g) The cut-off date for any experience claimed shall be the closing date of the solicitation.

(h) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that are directly relevant and impact the Offeror's ability to perform under the Task Order. For education and training, the following format is preferred:

- Academic: Degree(s); Date(s); Institution; Major/Minor.
- Non-Academic: Course title, date(s), approximate length.
- Professional licenses and certifications.

\*Note: The date obtained for each, as well as the date when each license/certification requires renewal.

(i) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Contract No. N00178-16-D-9063, Task Order No. N0017819F3009 by \_\_\_\_\_ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

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\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee certification shall not be dated earlier than the issue date of this solicitation.

(j) If the employee is not a current employee of the Offeror (or a proposed Sub-contractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

## **H.5 PLAN OF ACTION AND MILESTONES (POA&M) and STAFFING PLAN**

(a) The contractor shall develop a Plan Of Action and Milestones (POA&M) and Staffing Plan Document for each requirement location and shall submit the POA&Ms for review within twenty one (21) calendar days after Contract Award, Exercise of Option and/or Modifications to the contract which affect the Level of Effort or Dollar Ceilings.

(b) The contractor shall prepare an Element POA&M/Staffing Plan Document, for each element/work area, for delivery.

(c) The following information shall appear, at a minimum, on each Element level POA&M/Staffing Plan:

- (1) Element Name
- (2) Date POA&M/Staffing Plan Submitted
- (3) Element/Work Area
- (4) Contract Number
- (5) Performance Period
- (6) Contractor Interfaces
- (7) Task/Element Manager
- (8) Government Interface, COR
- (9) Work Summary/Description
- (10) Schedule of Events Proposed/Planned to Accomplish Task

(d) Estimated Level of Effort (LOE) Requirement. This section shall include the LOE estimated to perform the work. Schedules/Plans for obtaining additional individuals shall be included, if applicable.

(e) Total Element Cost. Estimated cost shall include all cost (management, support, travel, labor, relocations, all fees, etc.) for that element.

(f) Each POA&M shall be signed by the Contractor (to include signature by Contractor's Element-Level Manager) and shall have a signature block for sign off and approval by the

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Government.

### H.6 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement Key personnel shall be submitted via email. Email submissions shall be made simultaneously to the Contract Specialist, COR, and the Alternate COR. Electronic notification via email from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

(b) Resumes shall be submitted in the format required. However, in order to expedite contract administration, Contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) If the employee is not a current employee of the Contractor (or a Sub-contractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

### H.7 Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:

CLIN	TOTAL CPFF	Funds This Action	Previous Funding	TOTAL Funded Amount	Balance Unfunded	Funded Labor Hours
Base Year						
7000	\$	\$	\$	\$	\$	
9000	\$	\$ -	\$ -	\$ -	\$	
TOTAL	\$	\$	\$	\$	\$	
Option 1						
7100	\$	\$ -	\$ -	\$ -	\$	-
9100	\$	\$ -	\$ -	\$ -	\$	
TOTAL	\$	\$ -	\$ -	\$ -	\$	-
Option 2						
7200	\$	\$ -	\$ -	\$ -	\$	-
9200	\$	\$ -	\$ -	\$ -	\$	
TOTAL	\$	\$ -	\$ -	\$ -	\$	-
Option 3						
7300	\$	\$ -	\$ -	\$ -	\$	-
9300	\$	\$ -	\$ -	\$ -	\$	
TOTAL	\$	\$ -	\$ -	\$ -	\$	-
Option 4						
7400	\$	\$ -	\$ -	\$ -	\$	-
9400	\$	\$ -	\$ -	\$ -	\$	
TOTAL	\$	\$ -	\$ -	\$ -	\$	-
GRAND TOTAL	\$	\$	\$	\$	\$	

### H.8 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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(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.

**H.9 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)**

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this Task Order. The total level of effort for the performance of this Task Order shall be the man-hours of direct labor identified in the table below, including Sub-contractor direct labor for those Sub-contractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

CLIN	Total Man Hours	Compensated Man Hours	Uncompensated Man Hours
7000			0
7100			0
7200			0
7300			0
7400			0

(b) Of the total man-hours of direct labor set forth above, it is estimated that zero (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. Total Times Accounting (TTA) efforts are included in this definition. 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 1,816 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

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the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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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.

#### **H.10 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

(c) GIDEP materials, software and information are available without charge from:  
GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000  
Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

#### **H.11 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

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thereby, and the Period of Performance for which it is estimated the allotted amount(s) will cover are as follows:

	Allotted to Cost	Allotted to Fee	Total CPFF	Estimated POP
<b>Base Year</b>				
7000	\$	\$	\$	9/27/2019
9000	\$		\$	
Total	\$	\$	\$	
<b>Option 1</b>				
7100	\$	\$	\$	2/25/2020
9100	\$		\$	
Total	\$	\$	\$	
<b>Option 2</b>				
7200	\$	\$	\$	2/25/2021
9200	\$		\$	
Total	\$	\$	\$	
<b>Option 3</b>				
7300	\$	\$	\$	2/25/2022
9300	\$		\$	
Total	\$	\$	\$	
<b>Option 4</b>				
7400	\$	\$	\$	2/25/2023
9400			\$	
Total	\$	\$	\$	
<b>ORDER TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	

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

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

#### **H.12 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. The Contractor agrees that during the first 90 days of the Period of Performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. 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



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obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

### **H.13 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

### **H.14 LABOR TRIPWIRE JUSTIFICATION**

The Contractor shall advise the COR and Contract Specialist, by email, if the variations of actual-to-bid rate averages greater than 10% are anticipated for the Period of Performance. The Contractor shall include an explanation of the circumstances which brought this about and the plan to correct the problem. The plan should include a timeframe for their corrective action to be fully implemented.

### **H.15 ECRAFT CROSS-WALK**

The following ECRAFT cross-walk should be used with the Section C, C.26 ECRAFT STANDARD LANGUAGE:

<b>Labor Category</b>	<b>eCRAFT Title</b>	<b>eCRAFT Level</b>	<b>eCRAFT Code</b>
Program Manager	Manager, Administrative IV	IV	MANA4
Security Coordinator	Analyst Management I	I	ANM1
Physical Security Support	Analyst Management I	I	ANM1
Receptionist/Escort	Receptionist	I	01280

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Access Control Clerk	Clerk, General II	II	01112
Lead Access Control Clerk	Clerk, General III	III	01113
Shipping/Receiving Clerk	Material Coordinator	I	21030
Lead Shipping/Receiving Clerk	Material Coordinator	I	21030

## H.16 SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order:

- (a) Annual Labor Escalation:
- (b) Maximum Pass-Thru Rate: N/A - There are no subcontractors on this task order.
- (c) Lower Fee rates than those reflected in the Base Contract: Fixed Fee Rate
- (d) Other: Overhead rate cap of per year
- (e) The Government also strongly encourages the Prime Contractor to eliminate “double pass-thru” costs by avoiding second tier Sub-contractors/Consultants during performance and where this situation is unavoidable, limiting Sub-contractor pass-thru costs to the lower of: -  
There are no subcontractors on this task order.
  - (1) The Prime Contractor’s pass-thru rate under this order or
  - (2) The Sub-contractor’s SeaPort-e pass-thru rate where the Sub-contractor is also a Prime Contractor under SeaPort-e.

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## SECTION I CONTRACT CLAUSES

### I.1 PROVISIONS INCORPORATED BY REFERENCE

52.204-8 Annual Representations and Certifications (JAN 2017)

52.204-22 Alternative Line Item Proposal (JAN 2017)

### I.2 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.207-3	Right of First Refusal of Employment	MAY 2006
52.216-8	Fixed Fee	JUN 2011
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.219-14	Limitations on Subcontracting	JAN 2017
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combatting Trafficking In Persons	MAR 2015
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.243-7	Notification of Changes	JAN 2017
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Disclosure of Information to Litigation Support Contractors	MAY 2016
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	JAN 2018
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	APR 2003

**All clauses in the Offeror's MAC contract apply to this Task Order, except for: 52.227-3, 52.227-11, 52.227-13, 52.216-10, 52.216-16, 52.216-17, 52.219-3, 52.219-4, 52.227-10, 52.249-2, 252.246-7001 ALT I, 252.246-7001 ALT II, 252.247-7023, and 252.247-7024.**

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

### I.3 CLAUSES INCORPORATED BY FULL TEXT

**52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Jun 2016)**

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(a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

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(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)  
(NAVSEA VARIATION) (APR 2015)**

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

ITEMS	LATEST OPTION EXERCISE DATE
7100, 7199, 9100	No later than 12 months after the Task Order POP start date.
7200, 7299, 9200	No later than 24 months after the Task Order POP start date.
7300, 7399, 9300	No later than 36 months after the Task Order POP start date.

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7400, 7499, 9400 | No later than 48 months after the Task Order POP start date.

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

#### **52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (JAN 2017)**

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements, delegates to the NSWCCD responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the NSWCCD shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by NSWCCD.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the NSWCCD Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

#### **52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (JAN 2017)**

(a) The Small Business Administration (SBA) has entered into Contract No. N00178-16-D-9063 Task Order No. N0017819F3009 with NSWCCD to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

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(b) The (Insert name of Sub-contractor - NA) hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. N00178-16-D-9063 Task Order No. N0017819F3009 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to NSWCCD with complete authority to take any action on behalf of the Government under conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of NSWCCD.

(4) That it will notify the NSWCCD 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.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by NSWCCD.

#### **52.219-17 SECTION 8(a) AWARD (JAN 2017)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to NSWCCD the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify NSWCCD Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from

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decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of NSWCCD.

**52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS (JAN 2017)**

(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 NSWCCD 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.

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

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$548,702 or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters,



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breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

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

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

#### **52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)**

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

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(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone Small Business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone Small

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Business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans'

Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last

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month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: [displaced@dol.gov](mailto:displaced@dol.gov).

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(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

## **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the

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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

Task Order Labor Category	Dept of Labor SCA Category	SCA Code	GS Equivalent
Program Manager	N/A	N/A	N/A
Security Coordinator	N/A	N/A	N/A
Physical Security Support	N/A	N/A	N/A
Receptionist/Escort	Guard I	27101	GS-4
Access Control Clerk	Guard II	27102	GS-5
Lead Access Control Clerk	Guard II	27102	GS-5
Shipping/Receiving Clerk	Material Coordinator	21030	WG-7
Lead Shipping/Receiving Clerk	Material Coordinator	21030	WG-7

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - Contract Data Requirements Lists (DD Form 1423)

Attachment J.1 DOD Contract Security Classification Specification (DD Form 254)

Attachment J.2 Wage Determination - King George

Attachment J.3 Wage Determination - Dam Neck

Attachment J.4 COR Appointment