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6. ISSUE	D BY	CODE	N00244	7. ADMIN	NISTERE	D BY (If other than Item 6)	C	ODE	S0514A
NAVSL	JP FLC San Diego, Code	200		_	DCMA	A SAN DIEGO		_	SCD: C
3985 C	ummings Road				9174	Sky Park Court, Suite 100			
San Die	ego CA 92136-4200				SAN E	DIEGO CA 92123-4353			
ralph.fr	anchi@navy.mil 619-556	6-9776							
8. NAME	AND ADDRESS OF CONTRAC	TOR (No., s	street, county, State, and Zip	Code)		9A. AMENDMENT OF SOLICITAT	ION N	Э.	
DEL	. REY SYSTEMS AND T	ECHNO	LOGY, INC.						
784	4 Convoy Court								
San	Diego CA 92111-1210					9B. DATED (SEE ITEM 11)			
						10A. MODIFICATION OF CONTRA	CT/OF	RDER NO.	
					[X]				
						N00178-14-D-7692-NW	01		
						10B. DATED (SEE ITEM 13)			
CAGE CODE	1LWU9	FACILITY	CODE			01-Jul-2016			
		11. TH	IS ITEM ONLY APPLI	ES TO A	MENDM	MENTS OF SOLICITATIONS			
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[]	D. OTHER (Specify type of m	odification	and autnority)						
E. IMPO	RTANT: Contractor [ ] is no	ot, [X] is	required to sign this docum	nent and ret	turn <u>1</u> c	copies to the issuing office.			
		DIFICATIO	N (Organized by UCF sectio	n headings,	, including	g solicitation/contract subject matter wh	ere fea	asible.)	
SEE	PAGE 2								
15A. NAN	ME AND TITLE OF SIGNER (Ty)	pe or print)		16A. NAM	E AND TI	TLE OF CONTRACTING OFFICER (Typ	e or pi	rint)	
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	leen L. Fair, Authorized	Compan				et, Contracting Officer ES OF AMERICA		1.00	DATE CICNED
iob. CON	NTRACTOR/OFFEROR		15C. DATE SIGNED	IOD. UNII	ובט SIAI	ES OF AMERICA		16C.	DATE SIGNED
/s/Kathlee			28-Jun-2017	BY /s	/Maria S			28-Jı	un-2017
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1. CONTRACT ID CODE

PAGE OF PAGES

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# **GENERAL INFORMATION**

The purpose of this modification 04 is to realign 230 At Sea (LANT) Training hours from CLIN 7009 to CLIN 7008 Regular Hours (LANT). The realignment will allow for continued Regular training to be performed. The work is within scope and the total task order cost ceiling is not increased. Funding is realigned from CLIN 7009 to CLIN 7008. Regular Hour Training labor rate is lower than the At Sea Training labor rate. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

\$ o\$

CLIN/SLIN Type Of Fund From (\$) By (\$) To (\$)

7008 O&MN,N7009 O&MN,N

The total value of the order is hereby increased from \$ by to .

CLIN/SLIN From (\$) By (\$) To (\$)

7008

7009

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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	e CPFF	
7005	U099	Labor Services-MOTT-CNAP-Base (12) months (O&MN,N)	1.0	LO					
7006	U099	Labor Services-MOTT-Training Instructors-Regular-CNAP-Base (12 months) (O&MN,N)	1.0	LO					
7007	U099	Labor Services-MOTT-Training Instructors-At Sea-CNAP-Base (12) months (O&MN,N)	1.0	LO					
7008	U099	Labor Services-MOTT-Training Instructors- Regular-CNAL-Base (12) months (O&MN,N)	1.0	LO					
7009	U099	Labor Services-MOTT-Training Instructors-At Sea-CNAL-Base (12) months (O&MN,N)	1.0	LO					
7010	U099	Labor Services-MOTT-CNAP-Option I (O&MN,N)	1.0	LO					
7011	U099	Labor Services-MOTT-Training Instructors- Regular-CNAP-Option I (O&MN,N)	1.0	LO					0
7012	U099	Labor Services-MOTT-Training Instructor-At Sea-CNAP-Option I (O&MN,N)	1.0	LO					
7013	U099	Labor Services-MOTT-Training Instructor- Regular-CNAL-Option I (O&MN,N)	1.0	LO					
7014	U099	Labor Services-MOTT-Training Instructors-At Sea-CNAL-Option I (O&MN,N)	1.0	LO					
7015	U099	Labor Services-MOTT-CNAP-Option II (O&MN,N)	1.0	LO					
		Option							
7016	U099	Labor Services-MOTT-Training Instructor-Regular-CNAP-Option II (O&MN,N)	1.0	LO					
		Option							
7017	U099	Labor Services-MOTT-Training Instructor-At Sea-CNAP-Option II (O&MN,N)	1.0	LO					
		Option							
7018	U099	Labor Services-MOTT-Training Instructor-Regular-CNAL-Option II (O&MN,N)	1.0	LO					
		Option							
7019	U099	Labor Services-MOTT-Training Instructor-At Sea-CNAL-Option II (O&MN,N)	1.0	LO					
		Option							
7020	U099	Labor Services-MOTT-CNAP-Option III (O&MN,N)	1.0	LO					
		Option							

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed 1	ee.	CPFF
7021	U099	Labor Services-MOTT-Training Instructor- Regular-CNAP-Option III (O&MN,N)	1.0	LO					
		Option							
7022	U099	Labor Services-MOTT-Training Instructor-At Sea-CNAP-Option III (O&MN,N)	1.0	LO					
		Option							
7023	U099	Labor Services-MOTT-Training Instructor- Regular-CNAL-Option III (O&MN,N)	1.0	LO					
		Option							
7024	U099	Labor Services-MOTT-Training Instructor-At Sea-CNAL-Option III (O&MN,N)	1.0	LO					
		Option							
7025	U099	Labor Services-MOTT-CNAP-Option IV (O&MN,N)	1.0	LO					
		Option							
7026	U099	Labor Services-MOTT-Training Instructor- Regular-CNAP-Option IV (O&MN,N)	1.0	LO					
		Option							
7027	U099	Labor Services-MOTT-Training Instructor-At Sea-CNAP-Option IV (O&MN,N)	1.0	LO					
		Option							
7028	U099	Labor Services-MOTT-Training Instructor- Regular-CNAL-Option IV (O&MN,N)	1.0	LO					
		Option							
7029	U099	Labor Services-MOTT-Training Instructor-At Sea-CNAL-Option IV (O&MN,N)	1.0	LO					
		Option							

# For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	U099	Labor Services-MOTT-CNAP-Transition Period (30) day (O&MN,N)	1.0	LO	\$0.00	\$0.00
8001	U099	Option  Labor Services-MOTT-Training Instructors-Regular- CNAP-Transition (30 days) (O&MN,N)	1.0	LO	\$0.00	\$0.00
8002	U099	Option  Labor Services-MOTT-Training Instructors-At Sea-CNAP- Transition (30 days) (O&MN,N)	1.0	LO	\$0.00	\$0.00
		Option				

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Iter	n PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8003	3 U099	Labor Services-MOTT-Training Instructors-Regular-CNAL-Transition (30 days) (O&MN,N)	1.0	LO	\$0.00	\$0.00
		Option				
8004	4 U099	Labor Services-MOTT-Training Instructor-At Sea-CNAL-Transition (30 days) (O&MN,N)	1.0	LO	\$0.00	\$0.00
		Option				

# For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	U099	Travel-MOTT-CNAP-Transition (30 days) (O&MN,N)	1.0	LO	\$0.00
		Option			
9001	U099	Travel-MOTT-CNAL-Transition (30 days) (O&MN,N)	1.0	LO	\$0.00
		Option			
9002	U099	Travel-MOTT-CNAP-Base (12 months) (O&MN,N)	1.0	LO	
9003	U099	Travel-MOTT-CNAL-Base (12 months) (O&MN,N)	1.0	LO	
9004	U099	Travel-MOTT-CNAP-Option I (O&MN,N)	1.0	LO	
9005	U099	Travel-MOTT-CNAL-Option I (O&MN,N)	1.0	LO	
9006	U099	Travel-MOTT-CNAP-Option II (O&MN,N)	1.0	LO	
		Option			
9007	U099	Travel-MOTT-CNAL-Option II (O&MN,N)	1.0	LO	
		Option			
9008	U099	Travel-MOTT-CNAP-Option III (0&MN,N)	1.0	LO	
		Option			
9009	U099	Travel-MOTT-CNAL-Option III (0&MN,N)	1.0	LO	
		Option			
9010	U099	Travel-MOTT-CNAP-Option IV (O&MN,N)	1.0	LO	
		Option			
9011	U099	Travel-MOTT-CNAL-Option IV (O&MN,N)	1.0	LO	
		Option			

# PAYMENT OF FEE

This contract requires performance by the Contractor for the period of 01 July 2016 through 31 June 2017. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. Because it is the express intent of the Government to make monthly payments for the tasks set forth in this contract, the Government shall make payment, on account of the fixed fee established at award, at the rate of for the Base Year, for Option Year I, for Option

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Year II, for Option Year III and for Option Year IV per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216-8) for the related period, subject to the withholding provisions of paragraph (b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee may be repaid by the Contractor or otherwise credited to the Government, at the time of final payment in accordance with applicable contract terms and conditions.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this contract. The terms of the above provision entitled PAYMENT OF FEE shall also apply to the option periods. Any unused direct labor or estimated cost from one contract year is not transferable for use in a subsequent (option) year.

OPTION YEAR 1 - 01 July 2017 - 30 June 2018

OPTION YEAR 2 - 01 July 2018 - 30 June 2019

OPTION YEAR 3 - 01 July 2019 - 30 June 2020

OPTION YEAR 4 - 01 July 2020 - 30 June 2021

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# SECTION C DESCRIPTIONS AND SPECIFICATIONS

Mobile Ordnance Training Team (MOTT)

Performance Work Statement

#### 1. Introduction:

Conventional ordnance training is an essential element in the Navy's explosives safety program.

COMNAVAIRFORCES is responsible to the Chief of Naval Operations (CNO) for explosives safety, in accordance with Department of the Navy Explosives Safety Policy Manual (OPNAVINST 8020.14). This responsibility is managed and validated through fleet ordnance operation reviews, inspections and implementation of requirements for ordnance handlers to be trained, qualified and certified prior to handling live ordnance in training and combat. The Navy's goal of zero explosive mishaps drives readiness, manning, training and the material condition of operating areas.

COMNAVAIRFORCES accomplishes and verifies this effort through the Weapons Safety and Assistance Team (WSAT) and the Mobile Ordnance Training Team (MOTT) under the guidance/task monitoring of the Force Weapons Officer. WSAT members are active duty Naval Officers and Chief Petty Officers. The MOTT is comprised of contractors supporting the Force Weapons Officer.

#### 2. Background:

The MOTT effort entails fleet readiness at the intermediate maintenance level as detailed in the Naval Ordnance Maintenance Management Program (NOMMP), (OPNAVINST 8000.16). Evaluation of explosives safety, technical data, procedures, life cycle criteria and material support evolve through intermediate level maintenance.

MOTT's focus is exporting to the user, ordnance support keyed to providing initial ordnance training in support of OPNAVINST 8020.14 Series and updates for new equipment procedures and policies. This is a continuing task, due to personnel changes, readiness cycles and ordnance evolution/upgrades.

The MOTT analyzes the intermediate level maintenance process for potential shortfalls in personnel certification, equipment and material, recommending solutions and providing technical assistance during readiness reviews.

Each member of the MOTT spends approximately 90 days on travel per year completing the tasking. Travel includes domestic and foreign destinations, shipboard underway periods and isolated locations.

3. Scope: The scope of this PWS is to provide COMNAVAIRFORCES all facets of conventional ordnance intermediate level (I-level) training and logistics support for Navy/Marine training and combat operational units to USN aircraft carriers (CVN's), LHAs, LHDs, Naval Munitions Commands, Naval Air Facilities, USMC MAW/MALS and Joint Reserve Bases. The contractor will provide comprehensive ordnance training for conventional ordnance qualification and certification, and provide weapons life cycle management and support.

The contractor shall develop and maintain program control reporting systems required by DoD regulations.

#### 4.0 Directives:

Туре	Title
OPNAVINST 8023.24	Navy Personnel Ammunition and Explosive Handling Qualification and
SERIES	Certification Program
OPNAVINST #8020.14	Department of the Navy Explosive Safety Policy
SERIES	
CNAFINST 8023.24	CVN Explosive Handling Qualification/Certification Program
SERIES	Standardized Training Plan
OPNAV #M-8000.16	Naval Ordnance Management Policy (NOMP)
NAVSEA #OP4	Ammunition and Explosives Safety Afloat

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NAVSEA #OP 5	Ammunition and Explosives Safety Ashore
CNAFINST #3500.20	Aircraft Carrier Training and Readiness
SERIES	
NAVSUP P-538	Management of materials handling equipment (MHE) and shipboard
	mobile support equipment (SMSE)

# 5.0 Performance Requirements:

# 5.1 Training

Objective: All training conducted by the contractor will be in performed and conducted in accordance with the NOMP, OP-4, OP-5, applicable Weapons Assembly Manuals (WAM), CNAFINST 8023.24 Series and CNAPINST 3500.20 Series. All training will be documented via individual electronic training record using Corporate Enterprise Training Activity Resource Systems (CeTARS) and /or CNAF Official letter. Ensure all CVN, LHA, LHD, MCAS/MALS/MAWS, NRB, NAF and JRB weapons/ordnance handling equipment, technical manuals, test equipment and inert training devices used during training are authorized for use and safe for operation.

# Historical Data:

On average the Mobile Ordnance Training Team provides the following training per year. This is not intended to be all-inclusive, but is provided as historical information for planning purposes. Actual training is driven by CNAF mission and operational requirements.# Instructors	# Days	Trainee/Destination	Number of estimated trips
2 Instructors	21 day visit	CNAF Aircraft Carriers (CVN) x 6 (EG., CVN-68/69/70/71/72/73 /74/75/77/78	6, 21 day visits
1 Instructor	5 day visit	Navy Munition Commands (NMC) x 8	8, 5 day visits
1 Instructor	5 day visit	Marine Corps Air Stations (MCAS) x 8	8, 5 day visits
1 Instructor	5 day visit	Joint Reserve Base (JRB) x 1	1, 5 day visit
2 Instructors	21 day visit	CVN-76 Japan (historically, one trip/yr)	1, visit per year
1 Instructor	5 day visit	WESTPAC x 5 (EG., Guam, Hawaii, Okinawa, Misawa, Japan, and Iwakuni, Japan	5, 5 day visits

# **Existing Formal Courses:**

CDP	CIN NOMENCLATURE	
02SH	D/E-500-2007	Conventional Weapons Training LANT/PAC
02SJ D/E-500-2012 Ammunition (Fleet) Sentencin		Ammunition (Fleet) Sentencing LANT/PAC
02SK	D/E-500-2014	Quickstrike Mine LANT/PAC

5.1.1 The contractor shall maintain existing power point ordnance training curriculum and continually update the existing curriculum to maintain current status in accordance with applicable regulations and develop curriculum for newly introduced weapons and weapons handling equipment.

The goals and objectives of paragraph 5.1.1 are to maintain the following individual Power-point Presentations

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(organized per course):

D/E-500-2007 Conventional Weapons Assembly LANT/PAC:

Introduction

Qualification/Certification Program

**Publication and Instructions** 

**Bombs** 

**Precision Guided Munitions** 

Missiles

20/25 MM Linkless Ammunition Loading System

**CBU & PDU** 

Armament Weapons Support Equipment

**Racks and Launchers** 

**Pyrotechnics** 

**Rockets** 

D/E-500-2012 Ammunition (Fleet) Sentencing LANT/PAC:

Introduction

Fleet Sentencing

D/E-500-2014 Quickstrike Mine LANT/PAC:

Quickstrike Mine Assembly

Training curriculum includes the courses identified in Existing Formal Courses Table, however there is a requirement to develop new training courses (Power-point) when new weapons are introduced. Some of these courses are rolled into the larger course curriculum as well, as the weapons are grouped together by family group (Like missiles or bombs) and old systems are eventually phased out.

Frequency: The Navy typically fields one new or significantly updated weapon per hear historically.

There are four current courses that exist to support initial training that have been developed independently of the formal (CIN number) courses and can be taught on their own or in combination with the formal courses, they are:

CDP	CIN	NOMENCLATURE	
None	None	A/F48T-6A Armament Handling Equipment Test Stand (AHETS)	
None	None	LAU-61G/A Digital Rocket Launcher	
None	None	Advance Precision Kill Weapons System (APKWS)	
None	None	AGM-88E Advance Anti-Radiation Guided Missile	

The objective is to increase safety by providing a structured training process supporting the policy and technical requirements contained in Paragraph 4.0.

Frequency of training provided is summarized in the Historical Data section. All of the units identified in the "Trainee/Destination" column may require any combination of available courses, based on their individual operation needs. The training requirements are specifically driven by the OPNAV 8023.24, NAVSEA OP-4, OP-5, and the CNAFINST 3500.20 Series.

Frequency: Refer to the historical data section for data.

The contractor shall provide the training on site at the following locations: CNAF CVN's, at NMC's, MCAS's, and JRB's. The Contractor shall provide classroom training, and hands-on, on-the-job training in designated ordnance assembly areas to fleet ordnance personnel and personnel in ordnance related ratings and MOS's.

(Frequency: Approximately one new course per year, depending on Program office requirements)

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The courses contain both classroom and hands-on type training. The instructors utilize classroom spaces or mobile classroom equipment to provide classroom topics. This approach enhances comprehension and training effectiveness. The only course that is classroom only is D/E-500-2012 Ammunition Sentencing. All trainees/destinations may require any combination of all courses the contractor is responsible to provide depending on operational requirements.

The frequency for all possible training requirements is outlined in the historical Data section. For example, we expect to have to train 3 CVNs per coast, per year. Each of the trips is for a duration of approximately 21 days and is comprised of the required classes identified in the 4.0 Directives section. The actual classes requested by the recipient will vary depending on factors like how many personnel have rotated, or how many new weapons they need training on. The wording at the end of this paragraph is pertaining to new weapons that may be fielded or a significantly modified weapon requiring an entirely separate course. It is not pertaining to all courses taught.

A designated ordnance assembly area is a space that the navy and Marine Corps uses for the assembly of weapons. The assembly area has all of the required tools/and support equipment required to perform these actions as well as store the inert training devices/weapon components. The contractor uses the receiving command's tools and equipment to teach the course.

- 5.1.2 Curriculum and related material and data is considered the property of Commander Naval Air Forces, to be used solely for the purpose of training CNAP and CNAL activities and is not to be forwarded, copied or distributed without the express written consent of CNAP OHO.
- 5.1.3 The contractor shall provide training on weapons safety, stowage, equipment maintenance and configuration functions in accordance with directives identified in section 4.0.

Class	Number of Students	Duration
D/E-500-2007 Conventional	12 + 2 students	5-7 days
Weapons Training		
D/E-500-2012 Ammunition	20 + 5 students	3 days
Sentencing		
D/E-500-2014 Quickstrike Mine	12 + 2 students	3 days
All individual (non-CIN#) weapons	12 + 2 students	1 day
training classes		

Class expected frequency and locations are identified in the historical data section, and paragraph 5.1.1 where the training is stated as "provided on site". The only exception to this is on the east coast the team there also has the option of using the CNAL weapons training facility that was established to support the aircraft carrier undergoing a refueling evolution, where all training materials and equipment are removed and training at the unit's assembly areas is not possible. This is also identified in further detail in paragraph 8.0.1 and 8.0.2.

The type of presentation requires both classroom and hands-on. These types of training are required as per the OPNAV8023.24 to as a basis for qualifying personnel in the handling of ammunition.

5.1.4 The contractor shall provide basic training on ammunition and component requisitioning, receiving, accountability, and reporting procedures in accordance with directives identified in section 4.0.

# Instructors	# Days	Trainee/Destination	Applicable Class	# of
				Classes
2 Instructors	21 day visit	3 CNAF CVN Aircraft Carriers per East/West	D/E-500-2007	3-4
	-	Coast (6 Total) (EG., CVN- 68/69/70/71/72	D/E-500-2012	2-3
		/73/74/75/77/78)	D/E-500-2014	2-3

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1 Instructor	5 day visit	Navy Munition Commands (NMC) x 8	D/E-500-2012	1
			AHETS	1
1 Instructor	5 day visit	Marine Corps Air Stations (MCAS) x 8	D/E-500-2012	1
1 Instructor	5 day visit	Joint Reserve Base (JRB) x 1	D/E-500-2012	1
2 Instructors	21 day visit	CVN-76 Japan (historically, one trip/yr)	D/E500-2007	3-4
			D/E-500-2012	2-3
			D/E-500-2014	2-3
1 Instructor	5 day visit	WESTPAC x 5 (EG., Guam, Hawaii,	D/E-500-2012	1
		Okinawa, Misawa, Japan and Iwakuni, Japan	AHETS	1

5.1.5 The contractor shall provide training in all facets of weapons sentencing involving receipt, inspection, segregation, stowage and issue of ammunition to and from fleet units. This effort may be part of scheduled support as a specific effort in accordance with directives identified in section 4.0.

It is anticipated that the student will be able to accurately perform the steps required by the P-805 in the identification and documentation (basically the "sentencing") of ammunition components.

The number of classes/locations are identified in the Historical Data section.

"All facets" are identifying the areas that make up the ammunition sentencing process. The receipt, inspection, segregation, stowage, and issue of ammunition to and from fleet units are the specific sections of the NAVSUP-P-805.

- 5.1.6 The contractor shall provide training on explosive and non-explosive hazards to personnel and equipment in accordance with directives identified in section 4.0.
- 5.1.7 The contractor shall provide training on the use, maintenance and configuration of all assigned weapons support equipment (WSE) and material handling equipment (MHE), such as forklifts, weight testing stands and hoists. A valid forklift operator's license will be required if the contractor is required to operate the forklift. The type of forklifts to be operated are: Type EE (Reaching and Tiering) and or a standard 6k diesel forklift. NAVSUP Publication 538 Sixth Revision sets the standard for forklift training requirements and the licensing in accordance with directives identified in section 4.0.
- 5.1.8 The contractor shall provide training on Airborne Weapons Changes (AWC) and Airborne Weapons Bulletins (AWB) that have affected the procedures for assembling weapons in accordance with the applicable Weapons Assembly Manual (WAM). These changes when issued by the individual weapons program office are automatically incorporated into the WAM and are not individual training topics.
- 5.1.9 The contractor shall provide training on all facets of conventional weapons safety, assembly/disassembly, testing/programming in accordance with directives identified in section 4.0.

"All facets" are the safety precautions listed (identified specifically as "Safety Summary" in all weapons assembly manuals and policy documents and are something that is emphasized during all stages of the training.

- 5.1.10 The contractor shall provide training on the inspection, assembly, disassembly, and programming of QUICKSTRIKE Mines in accordance with directives identified in section 4.0. The training topics of inspection, assembly, disassembly and programing are processes that are performed when assembling the mines. These procedures are contained in the applicable Weapons Assembly Manual (WAM). Section 4.0 does not identify each individual WAM because we are directed by the OPNAV M8000.16 Naval Ordnance Management Policy to use the WAM in all Intermediate Level assembly operations.
- 5.1.11 Unscheduled Training: Upon request by CVN/command/activity, the contractor shall provide refresher training on specific weapons type assembly, disassembly, and testing (e.g., air launched missile, precision guided weapons,

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laser guided bomb (LGB), Joint Direct Attack Munition (JDAM), in accordance with directives identified in section 4.0. Refresher training can be requested if an activity has not handled a specific weapon type and they feel they need formal training in order to increase their proficiency level. Refresher training can also support specific weapon initial certification in the situation where qualified personnel have transferred and the command needs to re- train in accordance with the OPNAV 8023.24.

This training can typically be accomplished during a shore activity command's 5 day visit for a shore station. CVN platforms' training requirements (CNAFINST 3500.20) will encompass everything they need in their 21 day visit, where they receive all 3 CIN number classes.

- 5.1.12 The contractor shall maintain, continually update and develop training material for newly introduced weapons and equipment in support of the COMNAVAIRFORCES Standardized Weapons Training Plan (MS Word). These lectures will be used by fleet activities supporting individual and divisional training. The minimum goals of this task will be to provide the intermediate level maintenance team:
  - (a) standardized aviation ordnance training plans,
  - (b) up-to-date information on weapons and weapon systems,
  - (c) reduce burden on fleet personnel in developing training plans.

# (Frequency: Update once annually for approximately 54 individual training lectures)

Updates are to be performed when a new or updated piece of ordnance is introduced to the fleet. These lectures need to be updated when something changes so accurate information is available to the fleet immediately, but the frequency could be changed to read "review annually". This will allow the contractor to do immediate updates when changes happen and review for administrative updates annually (for items like updates to reference material dates etc.)

5.1.13 The contractor shall attend weapons related training programs, Integrated Logistics Support Management Team (ILSMT) conferences, individual weapons reviews (WR), Maintenance Plan (MP) reviews, Human Performance Readiness Reviews (HPRR), and Explosives Safety Director's conferences. Purpose for attending these meetings and conferences is to stay abreast (current) of changes to existing and newly introduced weapons/systems for future training requirements.

# (Frequency: Approximately 2 per year depending on CNET and NOSSA requirements)

5.1.14 The contractor shall review Navy Training System Plans (NTSPs), Navy Training Plans (NTPs), and applicable Maintenance Training Unit course material for accuracy and completeness and provide to the COR, written comments and recommendations for improvement.

# (Frequency: Approximately 5 occurrences per year depending on program office requirements)

5.1.14 The contractor shall provide recommendations on the development and introduction of new weapons, components and support equipment to better implement training programs and promote high levels of safety and expertise.

## (Frequency: Approximately 2 occurrences per year depending on program office requirements)

5.1.15 The contractor shall assist in the production of weapons related training programs (including audio/video) to include curriculum preparation, script writing, and verification of procedures for cognizant field activities (CFA) and fleet training units.

(Frequency: Approximately 2 occurrences per year depending on program office requirements)

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Weapons program offices are responsible for providing certain forms of training to fleet personnel and they sometimes generate computer based courses. The contractor is needed to assist the weapons program office in the production of their weapons related training programs by performing a review of their training material to validate/verify their procedures.

5.1.16 The contractor shall review physical condition and quantity of handling equipment and inert training items held by fleet units and formal training activities such as Commander Naval Air Technical Training Unit (CNATTU) and Strike Weapons Schools. The contractor shall provide to the COR a report on its review.

(Frequency: See section 5.1 Historical Data for expected training trips per year. Requirements are dependent on ship/activity operational schedule)

#### 5.2 Technical Data Support.

Objective: To ensure the technical publications, directives, and manuals that are required for the MOTT Team to conduct quality training are available and current, and that weapons technical libraries are operating in accordance with NAVAIR Manual 00-25-100, Naval Air Systems Technical Manual Program.

5.2.1 The contractor shall provide recommendations on the technical analysis of ordnance publications employed in the intermediate level maintenance of missiles, cluster bombs, general purpose and precision guided bombs, rockets, pyrotechnic materials, mines, support equipment and applicable test equipment. Contractor shall provide written comments, evaluations, and recommendations to ensure ordnance publications contain accurate, safe, and current procedures. Historically, there are three (3) publications/manuals reviewed per year.

(Frequency: Historically 4-6 Publication reviews per year. Frequency will depend on individual weapons project office publication re-write schedule.)

5.2.2 Prior to conducting training on CNAF CVNs, the contractor shall review the Weapons Department and G-3 Division Technical Publications Libraries, (i.e., two libraries per aircraft carrier) to ensure technical manuals, publications, and directives to be used in training, are available and current.

(Frequency: Historically 2-3 ships per year, per East/West coast MOTT Team. Frequency will depend on the operational schedule of the ship.)

5.2.3 During training, if technical publications, training ordnance or equipment are found to be outdated, deficient, broken, unusable, have un-incorporated AWC/AWBs, or are damaged during training, the contractor shall provide comments and recommendations to Weapons Department personnel in the preparation and submission of appropriate feedback report (FBR), in accordance with Navy instruction and/or directive. Such reports include, but are not limited to, quality deficiency report (QDR), technical publication deficiency report (TPDR), explosive mishap report (EMR), or conventional ordnance deficiency report (CODR) for engineering investigations, as in accordance with Navy instruction/directive.

Frequency: Historically, 3-4 Unscheduled deficiency reports per year

The Navy Instruction/Directive" is the OPNAV M8000.16. If, while assembling a weapon, any component is damaged somehow, a report must be generated to inform the individual command's chain of command and to inform the specific weapon program office of the deficiency. The different types of reports quoted apply to different situations. – One comment though, the "explosive mishap report (EMR) can be removed as the contractors do not handle live ordnance and will never be in a situation where there would be an explosive mishap.

## 5.3 Weapons Evaluation.

Objective: To ensure weapon/ship compatibility, proper manning levels and technical proficiency is maintained, and that the safe, compatible, accurate introduction/modification of weapons systems and testing equipment is accomplished by the contractor during its training effort.

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5.3.1 In order to provide the most up to date and current training under this contract, the contractor shall attend weapon evaluations, weapon logistic assessment reviews, joint integrated logistic support plan reviews, fleet introduction weapon requirements reviews, ship's weapons installation demonstrations. Contractor shall provide written comments, evaluations, and recommendations as well as incorporate current information into training material (Frequency: On average, twice annually. Frequency will be dependent on ongoing TYCOM/Weapons project office requirements).

5.3.2 In order to provide the most up to date and current training under the contract, the contractor shall attend assurance and operability tests for new construction ships and those completing overhaul, to include but not limited to: Ships Installation Assurance Tests (SIAT), Ships Operability Tests (SOT), Carrier Operability Tests (COT), Yard Walk Through (YWT), and Ship's Suitability Tests (SST). Contractor shall provide written comments, evaluations, and recommendations as well as incorporate current information into training material.

(Frequency: On average, twice annually. Frequency will be dependent on ongoing TYCOM/Weapons project office requirements).

- 6.0 Deliverables: The deliverables are as follows:
- 6.1 The contractor shall prepare and deliver projected travel and training schedules in support of tasks listed under section 5.0. Training schedules are due the end of the first full work week of each month and will project proposed training schedule as far into the future as practical. These schedules are extremely flexible and subject to change based on ships deployment schedules. Training shall be in government approved contractor format using Microsoft Office products (e.g., Word, Excel, Access, power point).
- 6.2 The contractor shall prepare and deliver trip reports, point papers and/or briefings in support of tasks listed under section 5.0, due NLT 5 working days after event completion. Reports shall be in government approved contractor format using Microsoft Office products (e.g., Word, Excel, Access, power point).
- 6.2.1 Trip reports are required for all training conducted and shall include, as a minimum: (a) roster of trainees by command (re: 5.1); (b) training accomplished and follow-on training scheduled (if required/requested) (re: 5.1); (c) Provide status of CVN Weapons Department Technical Publications Libraries. (re: 5.2.2) (d) Provide status of weapons equipment and ordnance handling issues encountered and corrective action taken; (e) Provide status of TPDRs/CODRS drafted and/or submitted (re: 5.2.3); (f) Provide status of AWC and/or AWB issues encountered (re: 5.2.3);
- 6.2.2 Trip reports in support of 5.3.1 and 5.3.2 shall as a minimum, (a) identify issues discussed, (b) actions taken from previous conferences, (c) actions required of CNAF as identified by hosting activity/agency/command;
- 6.3 The contractor shall submit a monthly status report (MSR) covering all noteworthy events performed/completed in support of tasks listed under section 5.0. The MSR is due the end of the first full work week of each month, in government approved contractor format using Microsoft Office products (e.g., Word, Excel, Access, power point).
- 6.4 The contractor shall provide a Monthly Financial report, due the end of the first full work week of each month; the report will addressing the following issues at a minimum:
  - 1. Annual Budgeted labor funding & hours, and travel funding
  - 2. Actual hours expended for the reporting period
  - 3. Total accumulated hours expended to date
  - 4. Actual labor costs expended for reporting period
  - 5. Total accumulated labor costs to date
  - 6. Travel costs expended for the reporting period
  - 7. Total travel costs to date

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- 6.5 The contractor shall provide an initial copy of all training material used by the instructors for all classes taught, and shall provide a copy when the curriculum is updated .
- 6.6 The contractor shall provide a list of all personnel licensed IAW NAVSUP P-538 in forklift operation and provide copies of licenses, with any supporting documentation.
- 7.0 Quality Assurance:
- 7.1 The government will evaluate the contractor's performance under this performance based Task Order against the criteria outlined below.
- 7.2 Contractor performance will be assessed on a continuing basis throughout the Period of Performance based on review of tasks deliverables, reported customer satisfaction, and general contacts with the contractor.
- 7.2.1 Customer satisfaction will be evaluated by utilization of the following COMNAVAIRPAC/LANT Class Team Critique Form: See Attachment A.
- 7.3 Contractor performance will be evaluated in four general areas:

Quality of Product or Service Cost Control Business Relations Customer Satisfaction

A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. 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.

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Performance <b>Objective</b>	Performance Standards	Acceptable Level Of Quality (AQL)	Monitoring Method	Incentive
Quality of Service	Meets contract technical requirements based on the satisfactory completion of deliverables.	Fulfills contract technical requirements, was proactive in response and improved methods at least 100% of the time	100% review of contract deliverables	Performance rating will be awarded as follows:  Excellent – 90-100% of the time.  Very Good – 80-90% of the time.  Satisfactory – 70-80% of the time.  Marginal – 60-70% of the time.  Unsatisfactory less than 60% of the time.  Note – Unsatisfactory if a deliverable is not submitted.
Cost Control	Meets Service and schedule requirements while keeping direct and indirect costs below awarded contract value.	Meets Service and schedule requirements while keeping direct and indirect costs within awarded contract value.	Review and projection of contractor invoices	Excellent performance rating if costs are below awarded contract value.  Marginal to unsatisfactory performance rating if costs exceed awarded value.
Business Relations	All material handlers licensed in forklift operation	Satisfy government concerns and issues. 0% error margin	100%	Excellent performance rating upon completion of deliverable
Customer Satisfaction	Contractor satisfies contract requirements in terms of productivity, responsiveness, schedule and cost.	Contractor meets contract requirements with nominal government involvement and guidance. Addresses government concerns.	Customer surveys: 100% Student, Planned sampling for other customers.	Performance rating will be awarded as follows:  Excellent – 90-100% of the time.  Very Good – 80-90% of the time.  Satisfactory – 70-80% of the time.  Marginal – 60-70% of the time.  Unsatisfactory less than 60% of the time.

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- 7.3.1 Quality of Product or Service Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy and completeness of reports/data delivered; (b) employed methods and approaches to ensure fully successful performance; (c) proactive and demonstrated initiative; (d) remained flexible to internal or external changes; and (e) effectively developed and implemented process improvements to make the end product more efficient/effective.
- 7.3.2 Cost Control Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.
- 7.3.3 Business Relations Addresses the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues including the operation of a forklift to handle material movement.
- 7.3.4 Customer Satisfaction Addresses the overall satisfaction with the contractor's performance of requirements contained in the Statement of Work, including quality of work, efficiency tasks are accomplished and level of support provided

7.4 Evaluation Process Verification steps:

Performance Objective

Performance Standards/Acceptable Level of Quality (AQL)

Monitoring Method

Incentive

# Quality of Product or Service:

Performance Objective: Meets contract technical requirements at least 90% of the time

Performance Standards/Acceptable Level of Quality (AQL): Fulfills contract technical requirements, was proactive in response and improved methods at least 80% of the time

Monitoring Method: Review of task and contract deliverables, monitoring of employees

Incentive: Excellent performance rating if technical requirements met 90% of the time. Very good performance rating if technical requirements are met 80-90% of the time, Satisfactory performance rating if technical requirements are met 70-80% of the time Marginal performance rating if technical requirements are met 60-70% of the time and Unsatisfactory performance rating if requirements met less than 60% of the time or less.

## **Cost Control:**

Performance Objective: Meets Service and schedule requirements while keeping direct and indirect costs below awarded contract value 100% of the time

Performance Standards/Acceptable Level of Quality (AQL): Meets Service and schedule requirements while keeping direct and indirect costs within awarded contract value and within reason, using the Joint Travel Regulations as a guideline.

Monitoring Method: Review and projection of contractor invoices

Incentive: Excellent performance rating if costs are below awarded contract value. Marginal to unsatisfactory performance rating if costs exceed awarded value.

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#### **Business Relations:**

Performance Objective: Satisfy government concerns and issues within a reasonable time

Performance Standards/Acceptable Level of Quality (AQL): Satisfy government concerns and issues within a reasonable time 100% of the time.

Monitoring Method: Monitoring of daily interaction with government personnel.

Incentive: Excellent performance rating if responsive to correction of deficiencies 100% of the time. Marginal to unsatisfactory if un responsive or ineffective in resolving deficiencies.

#### **Customer Satisfaction:**

Performance Objective: Contractor satisfies contract requirements in terms of perceived training effectiveness by the end user (IE: the student).

Performance Standards/Acceptable Level of Quality (AQL): Contractor meets contract requirements with nominal government involvement and guidance and effectively addresses government concerns.

Monitoring Method: Administering Student/Supervisor Critique form (Attachment 1), and Customer Satisfaction surveys (Attachment 2) and evaluating customer complaints.

Incentive: Excellent performance rating for student critique forms with averaged scoring above 90%, Very Good performance rating for averaged student critique forms scoring 80-90%, Satisfactory performance rating for averaged student critique forms scoring 70-80%, Marginal performance rating for averaged student critique forms scoring 60-70% and Unsatisfactory performance rating for averaged student critique forms scoring below 60%.

# 8.0 Place of Performance/Period of Performance:

The MOTT will consist of two teams, one physically located in San Diego, CA providing support to PACFLEET commands; another to be located in Norfolk, VA providing support to LANTFLEET commands. The work for COMNAVAIRPAC MOTT will be performed on site, at government facilities located at COMNAVAIRPAC, Building 11, NAS North Island CA, including temporary duty (TDY) at COMNAVAIRPAC subordinate shore commands and ships, NMC's and LHA/LHDs. The work for COMNAVAIRLANT MOTT will be performed on site, at building V-29, NAS Norfolk VA, including temporary duty at COMNAVAIRLANT subordinate shore commands and ships, NMC's and LHA/LHDs.

8.0.1 COMNAVAIRPAC MOTT will primarily provide all training services while TDY to the recipient's location

8.0.2 COMNAVAIRLANT MOTT will provide training services in two available locations; at COMNAVAIRLANT building V-29 at NAS Norfolk, VA and while TDY at the recipient's location. It is important to note that Building V-29 is primarily to be used for maintaining the RCOH Carrier's Ordnance QUAL/CERT program while the ship is in an extended dry-dock period and access to training devices is not possible. The use of building V-29 to conduct normal FRTP training will be at the discretion of the COMNAVAIRLANT GUNBOSS and OHO.

#### 8.1 Travel:

The contractor shall be required to travel in and out of CONUS, at sea and ashore. Travel will originate from San Diego, CA or from Norfolk, VA, depending on ship/command to be visited. The contractor shall inform the Contracting officer's representative (COR), in writing, of the estimated total travel costs. Travel will require approval of the COR or his designee (Technical Point of Contact/TPOC).

#### 8.1.1 Destinations include:

USS Abraham Lincoln, USS Carl Vinson, , USS Nimitz, USS John C Stennis, USS Ronald Reagan, USS Dwight D Eisenhower, USS Theodore Roosevelt, USS George Washington, USS Harry S Truman, USS George W. Bush, Naval Air Station Lemoore CA, USS Gerald Ford, Naval Air Facility El Centro CA, Naval Air Station Whidbey Island WA, Naval Air

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Facility Misawa Japan, NAWC Pt Mugu, CA, NAWC China Lake, CA, Naval Air Facility Kadena Japan, NAWMU-1 Guam, Naval Support Facility Diego Garcia, Naval Air Facility Atsugi Japan, Marine Corps Base Kaneohe Bay HI, Naval Station Sigonella Italy, Naval Air Station Patuxent River MD, Naval Air Station Norfolk VA, Naval Air Station Oceana VA, Naval Air Station Mayport FL, Naval Air Station Jacksonville FL, Naval Air Station and Keywest FI, MCAS Miramar, CA, MCAS Iwakuni, JA, MCAS Cherry Pt, NC, MCAS Beaufort, NC, and JRB Dallas Fort Worth, TX. LHD/LHA class ship's upon request. Destinations provided are not intended to be all inclusive but is provided as historical information for planning purposes. Actual travel is driven by DON/CNAF mission and operational requirements.

#### 8.2 Period of Performance:

8.2.1 This contract effort is for a base year plus (4) one year option contract.

Base Period: 1 July 2016 to 30 June 2017

Option Period 1: 1 July 2017 to 30 June 2018

Option Period 2: 1 July 2018 to 30 June 2019

Option Period 3: 1 July 2019 to 30 June 2020

Option Period 4: 1 July 2020 to 30 June 2021

# 8.2.2 Hours of Operation:

Work shall be performed during the government's regular business hours, which are Monday through Friday between the hours of 0700 and 1530, except federal holidays. The contractor is not required to provide services on federal holidays. The federal holidays are Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independents Day and Labor Day.

#### 8.2.2.1 Hours of Operation at Sea:

During training evolutions conducted on board ship underway, work shall be performed 12 hours each day for the duration of the evolution. Specific hours of operation will be determined IAW the ship schedule.

9.0 Government Furnished Equipment (GFE)/Government Furnished Information (GFI):

NMCI access is required since contractors will be located in government facilities and will be required to access the NMCI local area network. The government will provide standard office furnishings/equipment for contractors assigned to government facilities; e.g., desks, telephones, PCs, audio visual equipment, access to NMCI will include access to applicable ordnance related web sites.

# 10. 0 Level of Effort

10.1 Labor. The level of effort estimated to be ordered for the base period and each option period is 18,210 man hours of direct labor (91,250 man-hours of direct labor over the life of the task order if all options are exercised). The composition of labor category and of the estimated man-hours is as follows:

Norfolk, VA CNAL	Training Instructor (Regular)	Training Instructor (at Sea)	CNAL Total Estimated Labor Hours

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				_
Hours				
	•			
San Diego, CA	Training	Training	Project	CNAL Total
CNAP	Instructor	Instructor	Manager	Estimated
	(Regular)	(at Sea)		Labor Hours
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Total Estimated Labor Hours for five year effort: 91,200

11.0 Contractor Personnel Requirements:

#### 11.1 Security Clearances:

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A SECRET clearance is required for the performance of these tasks. All contractor personnel providing services to this order must have a SECRET clearance at time of award. In addition, all Contractor personnel must be United States citizens, and shall be fluent in the English language. Contractor will be required to have access to the Navy Marine Corps Intranet (NMCI) in support of this work statement, requiring issuance of a Common Access Card (CAC) by the government.

- 11.2 The Contractor Facility Security Officer (FSO) is responsible for processing investigations for clearance eligibility on all assigned contractor employees. Contractor employees with Temporary (Interim) access will not be issued a Contractor Access Card (CAC) until proof of a favorable return of fingerprints or the investigation is completed and a final clearance determination is rendered.
- 11.3 The contractor FSO will enter the contractor employee in the Joint Personnel Adjudication System (JPAS) and submit a visit request to JPAS SMO Code N570254. The Contractor FSO must also submit a Visit Authorization Letter (VAL). The VAL is required to validate the contractors employment and for CAC issuance. The JPAS visit request and VAL must be provided prior to the contractor reporting to the command for the contracted assignment. The VAL must be sent via encrypted or password protected email to the COMNAVAIRPAC Security Manager and the COMNAVAIRPAC Trusted Agent Sponsorship System Trusted Agent (TASS TA) listed below, and will include the following information:
- a. Contractor's company name, address, telephone number, assigned CAGE Code, certification of the level of facility security clearance, contract number and expiration date.
- b. Government Sponsor.
- c. Name, date and place of birth, and citizenship of the employee(s).
- d. Contractor employee(s) email address (for CAC issuance).
- e. Certification of the employees' personnel security clearance (type of clearance, date clearance granted, type of investigation and date investigation completed) and any special access authorizations required for the visit. f. Purpose of visit.
- 11.3.1 TASS TA for each location are as follows:

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COMNAVAIRLANT: OS2 McDade, amanda.r.mcdade@navy.mil, 757-836-4280

- 11.4 Once the contractor employee has been properly vetted, an application for a Contractor's access Card (CAC) will be initiated by a DOD Trusted Agent (TA) via the Trusted Agent Sponsorship System (TASS). The CAC will be used to gain physical access to DOD installations and logical access to DOD information assurance resources. This access will include Sensitive but Unclassified (SBU) and Personally Identifiable Information (PII). When the CAC is no longer required, the Contractor or Program manager will recover the CAC from the Contractor employee and return the CAC to the CNAPCNAP/CNAL DOD TASS Trusted Agent (TA) or sponsor.
- 11.5 The contractor shall comply with all applicable DOD security regulations, policies and procedures during the performance of this task order. The contractor shall not disclose and must safeguard Classified Information, Procurement Sensitive Information, Computer Systems (Hardware) and data, Privacy Act Data, Sensitive but Unclassified (SBU) information and all other government work obtained or generated in the performance of this contract. Contractor personnel on site will participate in all Government activity security awareness training. The Contractor FSO shall refer to and follow the National Industrial Security Program Operating Manual (NISPOM) DOD 5220.22-M and applicable Government security policies for security guidance.
- · DOD 5200.1R Information Security Program
- · DOD 5200.2-R Personnel Security Program
- 11.6 The COMNAVAIRPAC Security Manager is Mr. Chris Bruebaker; Email address: christopher.bruebaker@navy.mil; telephone: 619-767-1534.
- 11.7 The TASS TA for this contract is (full name); Telephone number; Fax number; Email address:

11.8 Contractor personnel with access to NMCI must comply with current DOD mandated Information Technology (IT) training requirements. The current training requirements are provided in the following table:

COURSE TITLE	PERIODICITY	Provided	
DOD Cyber Awareness Challenge V2	Annual	Navy Knowledge Online,	
(DOD-IAA-V12.0)		https://wwwa.nko.navy.mil/	
Privacy and Personally Identifiable	Annual	Navy Knowledge Online,	
Information (PII) Awareness Training (DOD-PII-2.0)		https://wwwa.nko.navy.mil/	
Records Management in the DON:	Annual	Navy Knowledge Online,	
Everyone's Responsibility (DOR-RM-010-1.1)		https://wwwa.nko.navy.mil/	

- 11.9 All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The contractor shall comply with all applicable DOD security regulations and procedures during the performance of this task order. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and government personnel work products, which are obtained or generated in the performance of this task order. The Trustworthiness clause is applicable to this task order. Contract security requirements are defined in the contract DD254, Contract Security Classification Specification. The contractor shall comply with all applicable DOD security regulations and procedures during performance of this task order. The contractor shall not disclose and must safeguard sensitive information, computer systems and data, privacy act data and government work products obtained or generated in performance of this task order. Contractor facility and all contractual personnel providing services under this contract must have clearances at time of start date.
- 11.10 Disclosure of Information: Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other

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way without the express prior written agreement of the Contracting Officer. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

11.11 Limited Use of Data: Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor that is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer (KO).

11.12 The Contractor shall not use, disclose, or reproduce proprietary Government data that bears a restrictive legend, other than as necessary to perform the tasks outlined under this work statement. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner that provides for greater rights to the contractor.

11.13 All contract generated deliverables are Government Property in accordance with DFARS 252.227-7013 (FEB 2012).

12.0 CONTRACTING OFFICERS REPRESENTATIVE (COR)

12.1 COR

Joseph J. Shea

COMNAVAIRFOR, CNAP N40C63/MOTT Team Lead

BOX 357051, San Diego, CA 92135-7051

(619) 545-2794 Fax (619) 545-2698

Email joseph.shea@navy.mil

12.2 Technical Points of Contact (TPOC):

a. Primary TPOC

CAPT William E. Bindel, COMNAVAIRPAC N40C

BOX 357051, San Diego CA 92135-7051

(619) 545-2807 Fax (619) 545-2774, @navy.mil

b. Alternate TPOC:

CDR Raymond A. Parham, COMNAVAIRLANT N40C, 1279 Franklin St. BLDG T 26,

Norfolk, VA 23511-2494

End.

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# SECTION D PACKAGING AND MARKING

Packaging and marking shall be performed in accordance with Section D of Seaport-e MAC.

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# SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract.

FAR 52.246-5 Inspection of Services-Cost Reimbursement

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# SECTION F DELIVERABLES OR PERFORMANCE

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

7005	7/1/2016 - 6/30/2017
7006	7/1/2016 - 6/30/2017
7007	7/1/2016 - 6/30/2017
7008	7/1/2016 - 6/30/2017
7009	7/1/2016 - 6/30/2017
7010	7/1/2017 - 6/30/2018
7011	7/1/2017 - 6/30/2018
7012	7/1/2017 - 6/30/2018
7013	7/1/2017 - 6/30/2018
7014	7/1/2017 - 6/30/2018
9002	7/1/2016 - 6/30/2017
9003	7/1/2016 - 6/30/2017
9004	7/1/2017 - 6/30/2018
9005	7/1/2016 - 6/30/2018

# CLIN - DELIVERIES OR PERFORMANCE

52.242.15 STOP WORK ORDER (AUG 1989)

# 52.247-34 FOB DESTINATION (NOV 1991)

Services to be performed hereunder will be provided at CNAF, San Diego, CA, CNAL, Norfolk, VA and various overseas locations. Refer to PWS.

Services to be performed hereunder will be provided in accordance with the Performance Work Statement.

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

7005	7/1/2016 - 6/30/2017
7006	7/1/2016 - 6/30/2017
7007	7/1/2016 - 6/30/2017
7008	7/1/2016 - 6/30/2017
7009	7/1/2016 - 6/30/2017
7010	7/1/2017 - 6/30/2018
7011	7/1/2017 - 6/30/2018
7012	7/1/2017 - 6/30/2018
7013	7/1/2017 - 6/30/2018
7014	7/1/2017 - 6/30/2018
9002	7/1/2016 - 6/30/2017
9003	7/1/2016 - 6/30/2017
9004	7/1/2017 - 6/30/2018
9005	7/1/2016 - 6/30/2018

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

7015	6/1/2018 - 5/31/2019
7016	6/1/2018 - 5/31/2019
7017	6/1/2018 - 5/31/2019
7018	6/1/2018 - 5/31/2019
7019	6/1/2018 - 5/31/2019
7020	6/1/2019 - 5/31/2020
7021	6/1/2019 - 5/31/2020
7022	6/1/2019 - 5/31/2020
7023	6/1/2019 - 5/31/2020
7024	6/1/2019 - 5/31/2020
7025	6/1/2020 - 5/31/2021
7026	6/1/2020 - 5/31/2021
7027	6/1/2020 - 5/31/2021
7028	6/1/2020 - 5/31/2021
7029	6/1/2020 - 5/31/2021
8000	6/1/2016 - 6/30/2016
8001	6/1/2016 - 6/30/2016
8002	6/1/2016 - 6/30/2016
8003	6/1/2016 - 6/30/2016
8004	6/1/2016 - 6/30/2016
9000	6/1/2016 - 6/30/2016
9001	6/1/2016 - 6/30/2016
9006	6/1/2018 - 5/31/2019
9007	6/1/2018 - 5/31/2019
9008	6/1/2019 - 5/31/2020
9009	6/1/2019 - 5/31/2020
9010	6/1/2020 - 5/31/2021
9011	6/1/2020 - 5/31/2021

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# SECTION G CONTRACT ADMINISTRATION DATA

# SEAPORT-e TASK ORDER ADMINISTRATION PLAN

The government point-of-contact for all contractual matters is:

Maria Papet, Contracting Officer, FLCSD, Code 240, 619-556-6850, maria.papet@navy.mil

Ralph Franchi ,Contract Specialist, FLCSD, Code 240, 619-556-9776, Ralph.franchi@navy.mil

Joseph Shea, Contracting Officer Representative, CNAP, Code 40C, 619-545-2794, joseph.shea@navy.mil

In order to expedite the administration of this task order, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the task order award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

- 1. The Procuring Task Order Office (PCO) is responsible for:
- a. All pre-award duties such as solicitation, negotiation and award of task orders.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in task order terms and/or conditions.
- e. Post award conference.
- 2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
- 3. The Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this task order prior to final payment to the contractor.
- 4. The paying office is responsible for making payment of proper invoices after acceptance is documented.
- 5. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the task order. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic task order between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor, an effort outside the scope of the task order is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a task order change. The COR duties are as follows:
- a. Technical Interface
- (1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of task order requirements; milestones to be met within the general terms of the task order or specific subtasks of the task order; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the task order. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.
- (2) The COR is prohibited from issuing any instruction which would constitute a task order change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.
- b. Task Order Surveillance
- (1) The COR shall monitor the contractor's performance and progress under the task order.

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- (2) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance. For surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the task order. If the task orderor is directed to perform the task order services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the task order into one for personal services.
- (3) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation. When task order performance is taking place at a government location, the COR shall also monitor contractor employees performing under the task order with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the task order. A record of such personal observations should be kept and reports and/or personal observations of the COR.
- (4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the task order you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible task order, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of task order performance. Subsequent CPARs covering any task order option periods should be ready at 1-year intervals thereafter.
- c. Invoice Review and Approval/Inspection and Acceptance
- (1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.
- 2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR may request DCAA to take a payment offset on questioned costs, when documentary evidence or personal observations do not support submitted invoices. The COR shall notify DCAA when questioned costs have been resolved with the contractor. The COR will ensure that DCAA conducts floor checks and/or timecard checks when actual monitoring is not feasible. The COR will be cognizant of the invoicing procedures and the prompt payment due dates detailed elsewhere in the task order.
- (3) The COR shall work with the Contractor to obtain and execute a final voucher no more than 60 days after completion of task order performance. The COR shall ensure that the voucher is clearly marked as a "Final Voucher."
- d. Task Order Modifications.
- (1) The COR is responsible for developing the performance work statement for change orders, technical direction letters (TDLs) or modifications and for preparing an independent government cost estimate of the effort described in the proposed performance work statement.
- (2) Once the Task Ordering Officer has requested and received the contractor's proposal the COR shall review and evaluate the contractor's proposal and furnish comments and recommendations to the PCO.
- e. Administrative Duties
- (1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the task order and for maintaining files on each task order. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.
- (2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the task order.

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- (3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.
- f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.
- g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.
- h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.
- i. Written Report/Task Order Completion Statement
- (1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any task order option and 60 days after task order completion. The report shall include a written statement that services were or were not received in accordance with the task order terms and that the task order is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For task orders where technical direction letters (TDLs) are issued, one consolidated report which addresses all actions under the task order may be submitted.
- (2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the task order you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of task order completion.
- (3) The COR is responsible for providing necessary assistance to the Task Ordering Officer in performing Task Order Close-out in accordance with FAR 4.804, Closeout of Task Order Files.
- 6. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the task order. Duties that may be performed by the TA are as follows:
- a. Identify contractor deficiencies to the COR.
- b. Review task order deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c Assist in preparing the final report on contractor performance for the applicable task order in accordance with the format and procedures prescribed by the COR.
- d. Identify task order noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the performance work statement, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor. End.

# 5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

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# 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

**252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS** (MAY 2013) incorporated by reference. The full text of this fill in clause will be added to the awarded task order.

# 252.201-7000 Contracting Officer's Representative

As prescribed in 201.602-70, use the following clause: CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) *Definition*. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

Accounting Data

SLINID	PR Number	Amount
LLA :	N00244-16-NR-55016	39759.00
	04 70AE 250 57025 H 068688 2D C023CG 570256RGR7QQ Number: N5702516RC023CG	
7006 LLA :	N00244-16-NR-55016	393349.00
	04 70AE 250 57025 H 068688 2D C023CG 570256RGR7QQ Number: N5702516RC023CG	
LLA :	N00244-16-NR-55016	125005.00
	04 70AE 250 57025 H 068688 2D C023CG 570256RGR7QQ Number: N5702516RC023CG	
7008 LLA :	N00244-16-NR-55016	385896.00
	04 60AE 251 57012 Y 060951 2D C0027B 5701261NFNQQ Number: N5701216RC0027B	
7009 LLA :	N00244-16-NR-55016	122636.00
	04 60AE 251 57012 Y 060951 2D C0027B 5701261NFNQQ Number: N5701216RC0027B	

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9002 N00244-16-NR-55016

70712.00

LLA :

AA 1761804 70AE 250 57025 H 068688 2D C023CG 570256RGR7QQ

Standard Number: N5702516RC023CG

9003 N00244-16-NR-55016

43688.00

LLA :

AB 1761804 60AE 251 57012 Y 060951 2D C0027B 5701261NFNQQ

Standard Number: N5701216RC0027B

BASE Funding 1181045.00

Cumulative Funding 1181045.00

MOD 01 Funding 0.00

Cumulative Funding 1181045.00

MOD 02 Funding 0.00

Cumulative Funding 1181045.00

MOD 03

7010 N5702517RC030CG

39759.00

T.T.A :

AC 1771804 70AE 251 57025 H 068688 2D C030CG 570257RGR7QQ

Standard Number: N5702517RC030CG

7011 N5702517RC030CG 399030.00

LLA :

AC 1771804 70AE 251 57025 H 068688 2D C030CG 570257RGR7QQ

Standard Number: N5702517RC030CG

7012 N5702517RC030CG 126811.00

LLA :

AC 1771804 70AE 251 57025 H 068688 2D C030CG 570257RGR7QQ

Standard Number: N5702517RC030CG

7013 N5701217RC0037B 390061.00

LLA :

AD 1771804 60AE 251 57012 Y 060951 2D C0037B 5701271NFNQQ

Standard Number: N5701217RC0037B

7014 N5701217RC0037B 123960.00

LLA :

AD 1771804 60AE 251 57012 Y 060951 2D C0037B 5701271NFNQQ

Standard Number: N5701217RC0037B

9004 N5702517RC030CG 70712.00

LLA :

AC 1771804 70AE 251 57025 H 068688 2D C030CG 570257RGR7QQ

Standard Number: N5702517RC030CG

9005 N5701217RC0037B 41248.00

LLA :

AD 1771804 60AE 251 57012 Y 060951 2D C0037B 5701271NFNQQ

Standard Number: N5701217RC0037B

MOD 03 Funding 1191581.00 Cumulative Funding 2372626.00

MOD 04

7008 N00244-16-NR-55016 15000.00

LLA :

AB 1761804 60AE 251 57012 Y 060951 2D C0027B 5701261NFNQQ

Standard Number: N5701216RC0027B

7009 N00244-16-NR-55016 (15000.00)

LLA :

AB 1761804 60AE 251 57012 Y 060951 2D C0027B 5701261NFNQQ

Standard Number: N5701216RC0027B

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MOD 04 Funding 0.00 Cumulative Funding 2372626.00

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# SECTION H SPECIAL CONTRACT REQUIREMENTS

# NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, Notice of Total Small Business Set-aside, 52.219-3, Notice of Total HubZone Set-aside, 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns, and 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-aside, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-E MACs.

# ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

"The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for Commander Naval Air Pacific 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) D, Automatic Data Processing and Telecommunications, IT and Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address

https://doncmra.nmci.navy.mil.

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

# SECURITY REQUIREMENTS

Security classifications of the work to be performed will be unclassified. NOTE: Foreign nationals may be submitted as candidates for unclassified positions. Facilities. The government shall furnish the facilities required to house and maintain proper and efficient work areas for data ranging up through Secret. The contractor shall submit a comprehensive security plan that will ensure compliance with the Industrial Security Manual to ensure proper protection of classified data, material, and equipment. The plan will include, but not be limited to, the physical security and integrity of spaces, the badging of personnel and personnel access control, physical security orientations and briefings, compliance with Navy security regulations, when housed on Navy property.

# INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per

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accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

# 5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DOD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DOD instruction) directs implementation of HSPD-12.

This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DON or DOD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance. Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DOD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

# ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DOD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

## ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DOD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain. Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall

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contact the Command Security Manager for guidance when reinvestigations are required.

#### INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DOD CAC and interim access to a DoN or DOD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

# DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or

system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

#### CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

# BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties.

This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required. Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals

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accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination. If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

# BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc.) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

## OCI CLAUSE

# ORGANIZATIONAL CONFLICT OF INTEREST

#### A. Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The contract

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requires the contractor, herein defined, to provide Mobile Ordnance Training Team training services and related administrative services to the Command Naval Air Forces Pacific and Atlantic. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

#### B. Definitions

- (1) "Contractor" means the firm awarded this contract or task order and shall include any affiliate, employee, agent, subcontractor (at any tier), officer, and subsidiary or parent contractor.
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement.
- (3) "Interest" means organizational or financial interest;
- (4) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (5) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

#### B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this contract, the contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation requiring it to provide products/services to be evaluated under this contract. By submitting a proposal in response to this contract, the contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair [e.g. the independent cost estimate] advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the contractor is otherwise not considered objective or impartial. [In no event may the contractor refuse to provide services/support in accordance with contract terms because of a potential or actual organizational conflict of interest that could affect future competitive acquisitions.]

## C. PROSPECTIVE RESTRICTIONS ON CONTRACTING:

The Contractor, as broadly defined above, agrees that until such time as the current contract is completed plus one year neither it nor its affiliates shall: a) propose in response to any requirements arising out of this contract; b) create for themselves an interest in any contract related to or resulting from the current consulting contract (other than a follow-on contract expressly and directly related to the deliverables provided under this effort); or, c) consult or discuss with any potential offeror any aspects of work under the contract.

The contractor, as broadly defined herein, is prohibited from disclosing Government human resources or budgetary information obtained in performance of its manpower analysis of CNRSW to any party, whether Government or contractor, outside of CNRSW, without the express and written authority of the Contracting Officer.

# D. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract unless expressly, and in writing, authorized to do so by the Contracting Officer (not the COR).

Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

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While this effort does not require the contractor to access third-party business sensitive, trade-secret, or other proprietary information, the contractor is advised to notify the COR immediately if its review of the data base set forth in the PWS does in fact include business or technical information provided by a third-party contractor. In order to access such information, the contractor must enter into an agreement with that third-party and maintain that information as a trade secret. So, until that agreement is in place, the contractor CANNOT access, review, record, or otherwise manipulate that data.

If no agreement is reached (copy to be furnished to the contracting officer), the Contractor shall cease and desist any further actions resulting in accessing third party trade-secret information and contact the Contracting Officer for further guidance. If Contractor will access third-party procurement sensitive or trade-secret information, it shall require its "affiliates" as defined herein to execute a document defining any financial holdings. If an affiliate has in fact a financial conflict of interest (i.e. holds an interest in any such third party and/or a competitor to that third party), the contractor shall replace that affiliate or employee in accordance with contract terms and conditions, as set forth herein. Contractor shall report such action to the Contracting Officer. Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

#### E. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default. Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s). NOTE: All restrictions, as others set forth herein, shall survive contract performance, inclusive of options plus one year. Except, the Privacy Act requirements shall be binding unless the information is otherwise made public by the individual(s) whose information is being accessed under this contract. As indicated in the definition of contractors, these terms and conditions shall be binding at all tiers – to include subcontractors, who shall agree in writing to these terms and conditions. End.

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# SECTION I CONTRACT CLAUSES

All the provisions of Section I clauses in accordance with the basic SeaPort-e MAC contract for Cost plus Fixed Fee Task Orders shall apply to this task order plus the following:

- 52.204-9 Personnel Identity Verification of Contract Personnel (JAN 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)
- 52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation (MAY 2014)
- 52.222-17 Non-displacement of Qualified Workers (MAY 2014)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (APR 2015)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015)
- 52.222-29 Notification of Visa Denial (APR 2015)
- 52.222-41 Service Contract Act Labor Standards (MAY 2014)
- 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)
- 52.222-55 Minimum Wages under Executive Order 13658 (DEC 2014)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-10 Waste Reduction Program (MAY 2011)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.228-7 Insurance Liability to Third Persons (MAR 1996)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-20 Limitation of Costs (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (Deviation 2012-00014) (AUG 2012)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.245-1 Government Property (APR 2012)
- 52.245-9 Uses and Charges (APR 2012)
- 52.246-5 Inspection Of Services-Cost Reimbursement (APR 1984)
- 252.203-7000 Requirements Relating to Compensation of Former DOD Officials (SEP 2011)
- 252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements Representation (Deviation 2015-00010) (FEB 2015)
- 252.204-7005 Oral Attestation of Security Responsibility (NOV 2001)
- 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (AUG 2015)
- 252.211-7007 Reporting of Government Furnished Property (AUG 2012)
- 252.223-7004 Drug-Free Work Force (SEP 1988)
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (SEP 2014)
- 252.227-7031 Rights in technical data-non-commercial items (FEB 2014)
- 252.231-7000 Supplemental Cost Principles (DEC 1991)
- 252.245-7001 Tagging, Labeling and Marking of Government Furnished Property (APR 2012)
- 252.245-7002 Reporting Loss of Government Property (APR 2012)
- 252.245-7003 Contracting Property Management System Administration (AUG 2012)
- 252.245-7004 Reporting Reutilization and Disposal (MAR 2015)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day before the contract expires. The preliminary notice does not commit the Government to an extension.
- (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 options under this clause, shall not exceed five years. End.

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

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 or the overtime premium is paid for work
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel. \*Insert either "zero" or the dollar amount agreed to during negotiations. End.

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# SECTION J LIST OF ATTACHMENTS

Attachment 1 QASP

Attachment 2 QASP Class Critique Form

Attachment 3 DD254

Attachment 4 CDRL A001-A004

Attachment 5 CDRL A005-A007

Attachment 7 Wage Determination San Diego-Base Period

WD 15-5635 (Rev.-1) was first posted on <u>www.wdol.gov</u> on 03/15/2016

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5635

Daniel W. Simms Division of | Revision No.: 1
Director Wage Determinations | Date Of Revision: 03/08/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at <a href="https://www.dol.gov/whd/govcontracts">www.dol.gov/whd/govcontracts</a>.

State: California

Area: California County of San Diego

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Attachment 8 Wage Determination Norfolk-Base Period

WD 15-4341 (Rev.-2) was first posted on <u>www.wdol.gov</u> on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER  $\mid$  U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT  $\mid$  EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210 | | | | Wage Determination No.: 2015-4341

Daniel W. Simms Division of | Revision No.: 2

Director Wage Determinations Date Of Revision: 12/29/2015

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: North Carolina, Virginia

Area: North Carolina County of Currituck

Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James

City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Surry,

Virginia Beach, Williamsburg, York

Attachment 9 Wage Determination San Diego-Option Period 1

WD 15-5635 (Rev.-4) was first posted on www.wdol.gov on 03/28/2017

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

| |

| Wage Determination No.: 2015-5635

Daniel W. Simms Division of | Revision No.: 4

Director Wage Determinations Date Of Revision: 03/17/2017

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage

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determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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State: California

Area: California County of San Diego

Attachment 10 Wage Determination Norfolk-Option Period 1

WD 15-4341 (Rev.-4) was first posted on www.wdol.gov on 03/21/2017

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4341

Daniel W. Simms Division of | Revision No.: 4

Director Wage Determinations Date Of Revision: 03/14/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under

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the EO is available at www.dol.gov/whd/govcontracts.

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States: North Carolina, Virginia

Area: North Carolina Counties of Currituck, Gates

Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James

City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia

Beach, Williamsburg, York