

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

PAGE 1 OF

2

1. CONTRACT NO. N00178-05-D-4453		2. DELIVERY ORDER NO. M801		3. EFFECTIVE DATE 2013 May 30		4. PURCH REQUEST NO. 1300354526		5. PRIORITY Unrated		
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670			CODE N00421		7. ADMINISTERED BY DCMA VAN NUYS 6230 VAN NUYS BLVD. VAN NUYS CA 91401-2713			CODE S0512A		
9. CONTRACTOR Metson Marine Services, Inc. 2060 Knoll Dr. #100 Ventura CA 93003-7391			CODE JWM117		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> OTHER <input type="checkbox"/> WOMEN-OWNED	
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G						14. SHIP TO See Section D	
15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381			CODE		CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.
	PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Metson Marine Services, Inc. Authorized Company Representative

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				

\*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and enclose.

24. UNITED STATES OF AMERICA	25. TOTAL
BY: /s/John R Tomechko	26. DIFFERENCES
05/30/2013	
CONTRACTING/ORDERING OFFICER	

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED.
-----------	----------	---

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE		g. E-MAIL ADDRESS		33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		31. PAYMENT COMPLETE		
37. RECEIVED AT		38. RECEIVED BY (Print)		34. CHECK NUMBER
39. DATE RECEIVED		40. TOTAL CONTAINERS		35. BILL OF LADING NO.
41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

## GENERAL INFORMATION

### GENERAL INFORMATION

Contract Specialist:

Name: Jennifer Lundburg

Phone: (301) 342-3806

Fax: (301) 757-9046

Email: [jennifer.lundburg@navy.mil](mailto:jennifer.lundburg@navy.mil)

Procuring Contracting Officer:

Name: John Tomechko

Phone: (301) 757-7032

Fax: (301) 757-9046

Email: [John.Tomechko@navy.mil](mailto:John.Tomechko@navy.mil)

- (1) This acquisition is a Small Business set-aside applicable to Zone 4, Gulf Coast Zone.
- (2) This task order is issued in accordance with the terms and conditions the Seaport-e multiple award contract. Only clauses and provisions requiring fill-ins, or unique to the task order, have been included in full text in the task order.
- (3) The task order is for a total potential performance period of five years, inclusive of options.
- (4) This task order includes cost-plus-fixed fee (CPFF) contract line item numbers (CLINs) for labor and cost reimbursable (no fee) CLINs for other direct costs (ODCs).
- (5) Funding for each CLIN will be added at the SubCLIN (SLIN) level. The task order Contracting Officer will unilaterally create informational SubCLINs during performance to accommodate the multiple lines of funding which will be obligated under this order.
- (6) The contractor will not be authorized to access any classified information until a final DD Form 254 is incorporated as an attachment to the order.
- (7) The exercise of task order options is contingent upon the exercise of the basic contract's award term.
- (8) The Offerors proposal is incorporated into this Contract by reference.
- (9) Indirect Rate Ceiling is established for the indirect G&A rate a                      accordance with the contractor's proposal.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 1 of 82	FINAL
----------------------------------	----------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Base Year: Labor: Atlantic Target Marine Operations (ATMO) Key West Facility Support in accordance with the PBSOW. (OTHER)	1.0	LO	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>
400001	Funding in Support of CLIN 4000. (OTHER)					
400002	Funding in Support of CLIN 4000. (OTHER)					
400003	Funding in Support of CLIN 4000. (OTHER)					
400004	Funding in Support of CLIN 4000. (OTHER)					
4001	Base Year: Labor-Overtime: Atlantic Target Marine Operations (ATMO) Key West Facility Support in accordance with the PBSOW. (OTHER)	1.0	LO	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>
400101	Funding in Support of CLIN 4001. (OTHER)					

For Cost Type / NSP Items

4002	Base Year: Contract Data in accordance with the PBSOW and Exhibit A.					<del>XXXXXXXXXX</del>
------	--	--	--	--	--	-----------------------

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 2 of 82	FINAL
----------------------------------	----------------------------	-----------------	-------

For Cost Type Items:

Item	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
4100	Option Year 1: Labor: Atlantic Target Marine Operations (ATMO) Key West Facility Support in accordance with the PBSOW. (OTHER) Option	1.0 LO	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>
4101	Option Year 1: Labor-Overtime: Atlantic Target Marine Operations (ATMO) Key West Facility Support in accordance with the PBSOW. (OTHER) Option	1.0 LO	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>

For Cost Type / NSP Items

4102	Option Year 1: Contract Data in accordance with the PBSOW and Exhibit A.				<del>XXXXXXXXXX</del>
------	--	--	--	--	-----------------------

For ODC Items:

Item	Supplies/Services	Qty Unit	Est. Cost
6000	Base Year: Materials in support of Base Period. (OTHER)	1.0 LO	<del>XXXXXXXXXX</del>
600001	Funding in Support of CLIN 6000. (OTHER)		
6001	Base Year: Travel in support of Base Period. (OTHER)	1.0 LO	<del>XXXXXXXXXX</del>
600101	Funding in		

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 3 of 82	FINAL
----------------------------------	----------------------------	-----------------	-------

Support of CLIN  
6001. (OTHER)

6002 Base Year: Dry Docking Support Services in accordance with the PBSOW. (OTHER) 1.0 LO ~~XXXXXXXXXXXX~~

6003 Option-Base Year: Vessel Leasing Services in accordance with the PBSOW. (OTHER) Option 1.0 LO ~~XXXXXXXXXXXX~~

6004 Base Year: Other Direct Costs in support of Base Period. (OTHER) 1.0 LO ~~XXXXXXXXXXXX~~

600401 Funding in Support of CLIN 6004. (OTHER)

6100 Option Year 1: Materials in support of Option Period 1. (OTHER) Option 1.0 LO ~~XXXXXXXXXXXX~~

6101 Option Year 1: Travel in support of Option Period 1. (OTHER) Option 1.0 LO ~~XXXXXXXXXXXX~~

6102 Option Year 1: Dry Docking Support Services in accordance with the PBSOW. (OTHER) Option 1.0 LO ~~XXXXXXXXXXXX~~

6103 Option Year 1: Vessel Leasing Services in accordance with the PBSOW. (OTHER) Option 1.0 LO ~~XXXXXXXXXXXX~~

6104 Option Year 1: Other Direct Costs in support 1.0 LO ~~XXXXXXXXXXXX~~

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 4 of 82	FINAL
----------------------------------	----------------------------	-----------------	-------

of Option Period  
1. (OTHER)  
Option

For Cost Type Items:

Item	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
7200	Option Year 2: Labor: Atlantic Target Marine Operations (ATMO) Key West Facility Support in accordance with the PBSOW. (OTHER) Option	1.0 LO	<del>XXXXXXXXXXXX</del>	<del>XXXXXXXXXXXX</del>	<del>XXXXXXXXXXXX</del>
7201	Option Year 2: Labor-Overtime: Atlantic Target Marine Operations (ATMO) Key West Facility Support in accordance with the PBSOW. (OTHER) Option	1.0 LO	<del>XXXXXXXXXXXX</del>	<del>XXXXXXXXXXXX</del>	<del>XXXXXXXXXXXX</del>

For Cost Type / NSP Items

7202	Option Year 2: Contract Data in accordance with the PBSOW and Exhibit A.				<del>XXXXXXXXXXXX</del>
------	--	--	--	--	-------------------------

For Cost Type Items:

Item	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
7300	Option Year 3: Labor: Atlantic Target Marine Operations (ATMO) Key West Facility Support in accordance with the PBSOW. (OTHER) Option	1.0 LO	<del>XXXXXXXXXXXX</del>	<del>XXXXXXXXXXXX</del>	<del>XXXXXXXXXXXX</del>

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 5 of 82	FINAL
----------------------------------	----------------------------	-----------------	-------

7301 Option Year 3: 1.0 LO ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~  
 Labor-Overtime:  
 Atlantic Target  
 Marine Operations  
 (ATMO) Key West  
 Facility Support  
 in accordance  
 with the PBSOW.  
 (OTHER)  
 Option

For Cost Type / NSP Items

7302 Option Year 3: ~~XXXXXXXXXX~~  
 Contract Data in  
 accordance with  
 the PBSOW and  
 Exhibit A.

For Cost Type Items:

Item	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
------	-------------------	----------	-----------	-----------	------

7400	Option Year 4: Labor: Atlantic Target Marine Operations (ATMO) Key West Facility Support in accordance with the PBSOW. (OTHER) Option	1.0 LO	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>
------	--	--------	-----------------------	-----------------------	-----------------------

7401	Option Year 4: Labor-Overtime: Atlantic Target Marine Operations (ATMO) Key West Facility Support in accordance with the PBSOW. (OTHER) Option	1.0 LO	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>
------	---	--------	-----------------------	-----------------------	-----------------------

For Cost Type / NSP Items

7402 Option Year 4: ~~XXXXXXXXXX~~  
 Contract Data in  
 accordance with  
 the PBSOW and  
 Exhibit A.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 6 of 82	FINAL
----------------------------------	----------------------------	-----------------	-------

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9200	Option Year 2: Materials in support of Option Period 2. (OTHER) Option	1.0	LO	<del>XXXXXXXXXXXX</del>
9201	Option Year 2: Travel in support of Option Period 2. (OTHER) Option	1.0	LO	<del>XXXXXXXXXXXX</del>
9202	Option Year 2: Dry Docking Support Services in accordance with the PBSOW. (OTHER) Option	1.0	LO	<del>XXXXXXXXXXXX</del>
9203	Option Year 2: Vessel Leasing Services in accordance with the PBSOW. (OTHER) Option	1.0	LO	<del>XXXXXXXXXXXX</del>
9204	Option Year 2: Other Direct Costs in support of Option Period 2. (OTHER) Option	1.0	LO	<del>XXXXXXXXXXXX</del>
9300	Option Year 3: Materials in support of Option Period 3. (OTHER) Option	1.0	LO	<del>XXXXXXXXXXXX</del>
9301	Option Year 3: Travel in support of Option Period 3. (OTHER) Option	1.0	LO	<del>XXXXXXXXXXXX</del>
9302	Option Year 3: Dry Docking Support Services in accordance with the PBSOW. (OTHER)	1.0	LO	<del>XXXXXXXXXXXX</del>



CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 7 of 82	FINAL
----------------------------------	----------------------------	-----------------	-------

	Option			
9303	Option Year 3: Vessel Leasing Services in accordance with the PBSOW. (OTHER) Option	1.0	LO	<del>XXXXXXXXXX</del>
9304	Option Year 3: Other Direct Costs in support of Option Period 3. (OTHER) Option	1.0	LO	<del>XXXXXXXXXX</del>
9400	Option Year 4: Materials in support of Option Period 4. (OTHER) Option	1.0	LO	<del>XXXXXXXXXX</del>
9401	Option Year 4: Travel in support of Option Period 4. (OTHER) Option	1.0	LO	<del>XXXXXXXXXX</del>
9402	Option Year 4: Dry Docking Support Services in accordance with the PBSOW. (OTHER) Option	1.0	LO	<del>XXXXXXXXXX</del>
9403	Option Year 4: Vessel Leasing Services in accordance with the PBSOW. (OTHER) Option	1.0	LO	<del>XXXXXXXXXX</del>
9404	Option Year 4: Other Direct Costs in support of Option Year 4. (OTHER) Option	1.0	LO	<del>XXXXXXXXXX</del>

The CLIN Ceiling values have been incorporated into the following table:

<u>CLIN</u>	<u>Contract Year</u>	<u>Period of Performance</u>	<u>Total CLIN Value</u>
-------------	----------------------	------------------------------	-------------------------

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 8 of 82	FINAL
----------------------------------	----------------------------	-----------------	-------

4000	Base	01 July 2013 – 30 June 2014	<del>XXXXXXXXXX</del>
4001	Base	01 July 2013 – 30 June 2014	<del>XXXXXXXXXX</del>
4100	Option I	01 July 2014 – 30 June 2015	<del>XXXXXXXXXX</del>
4101	Option I	01 July 2014 – 30 June 2015	<del>XXXXXXXXXX</del>
7200	Option II	01 July 2015 – 30 June 2016	<del>XXXXXXXXXX</del>
7201	Option II	01 July 2015 – 30 June 2016	<del>XXXXXXXXXX</del>
7300	Option III	01 July 2016 – 30 June 2017	<del>XXXXXXXXXX</del>
7301	Option III	01 July 2016 – 30 June 2017	<del>XXXXXXXXXX</del>
7400	Option IV	01 July 2017 – 30 June 2018	<del>XXXXXXXXXX</del>
7401	Option IV	01 July 2017 – 30 June 2018	<del>XXXXXXXXXX</del>

**ODCs (Cost)**

<u>CLIN</u>	<u>Contract Year</u>	<u>Period of Performance</u>	<u>Total CLIN Value</u>
6000	Base	01 July 2013 – 30 June 2014	<del>XXXXXXXXXX</del>
6001	Base	01 July 2013 – 30 June 2014	<del>XXXXXXXXXX</del>
6002	Base	01 July 2013 – 30 June 2014	<del>XXXXXXXXXX</del>
6003	Base	01 July 2013 – 30 June 2014	<del>XXXXXXXXXX</del>
6004	Base	01 July 2013 – 30 June 2014	<del>XXXXXXXXXX</del>
6100	Option I	01 July 2014 – 30 June 2015	<del>XXXXXXXXXX</del>
6101	Option I	01 July 2014 – 30 June 2015	<del>XXXXXXXXXX</del>
6102	Option I	01 July 2014 – 30 June 2015	<del>XXXXXXXXXX</del>
6103	Option I	01 July 2014 – 30 June 2015	<del>XXXXXXXXXX</del>
6104	Option I	01 July 2014 – 30 June 2015	<del>XXXXXXXXXX</del>
9200	Option II	01 July 2015 – 30 June 2016	<del>XXXXXXXXXX</del>
9201	Option II	01 July 2015 – 30 June 2016	<del>XXXXXXXXXX</del>
9202	Option II	01 July 2015 – 30 June 2016	<del>XXXXXXXXXX</del>
9203	Option II	01 July 2015 – 30 June 2016	<del>XXXXXXXXXX</del>
9204	Option II	01 July 2015 – 30 June 2016	<del>XXXXXXXXXX</del>
9300	Option III	01 July 2016 – 30 June 2017	<del>XXXXXXXXXX</del>
9301	Option III	01 July 2016 – 30 June 2017	<del>XXXXXXXXXX</del>
9302	Option III	01 July 2016 – 30 June 2017	<del>XXXXXXXXXX</del>
9303	Option III	01 July 2016 – 30 June 2017	<del>XXXXXXXXXX</del>
9304	Option III	01 July 2016 – 30 June 2017	<del>XXXXXXXXXX</del>
9400	Option IV	01 July 2017 – 30 June 2018	<del>XXXXXXXXXX</del>
9401	Option IV	01 July 2017 – 30 June 2018	<del>XXXXXXXXXX</del>
9402	Option IV	01 July 2017 – 30 June 2018	<del>XXXXXXXXXX</del>
9403	Option IV	01 July 2017 – 30 June 2018	<del>XXXXXXXXXX</del>
9404	Option IV	01 July 2017 – 30 June 2018	<del>XXXXXXXXXX</del>

**Total ODCs**

CLINs 4002, 4102, 7202, 7302, and 7402 are not separately priced.

**GRAND TOTAL**

~~XXXXXXXXXX~~

**11RA HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)**

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

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 9 of 82	FINAL
----------------------------------	----------------------------	-----------------	-------

determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

#### **11RA HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)**

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

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

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

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

#### **NOTES**

Fee paid is based on total fee dollars divided by total man-hours to be provided.

#### **11RA HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)**

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

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

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

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

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

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 10 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Clauses specified in Section C of the basic SeaPort-e contract are hereby fully and expressly incorporated into this task order.

Items 4000, 4001 and Option Items 4100, 4101, 7200, 7201, 7300, 7301, 7400, and 7401 - The contractor shall provide the supplies and services in accordance with Section C Performance Based Statement of Work (PBSOW).

Item 6000, 6001, 6002, 6003, 6004 and Option Items 6100, 6101, 6102, 6103, 6104, 9200, 9201, 9202, 9203, 9204, 9300, 9301, 9302, 9303, 9304, 9400, 9401, 9402, 9403, and 9404 - The contractor shall provide material, travel, and other direct costs in accordance with the PBSOW.

Items 4002 and Option Items 4102, 7202, 7302, and 7402 - The contract data to be furnished hereunder shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL) and the PBSOW.

### PERFORMANCE BASED WORK STATEMENT TO SUPPORT THE NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION, ATLANTIC TARGETS AND MARINE OPERATIONS, KEY WEST

#### 1.0 INTRODUCTION

The Naval Air Warfare Center Aircraft Division (NAWCAD) Patuxent River, Maryland requires contractor support to operate the NAWCAD Atlantic Targets and Marine Operations Key West (ATMO KW) facility in Key West, Florida which includes an "Operational Center" located at Naval Station (NAVSTA) Mayport, FL.

#### 2.0 BACKGROUND

The ATMO Key West facility supports various tests, devices and concepts in the real-world environment. The facility operates boats ranging in size from 192-foot research vessels down to 8-meter Rigid-Hull Inflatable Boats (RHIB). This facility provides the necessary facilities for normal testing requirements; however, on occasion it is necessary to conduct worldwide, extensive, long-range, complicated at-sea exercises. These require augmenting the normal facilities with research vessels, specialized personnel, and short-term use of oceanographic equipment. These special operations may also include diverse geographic areas such as Hawaii, Canada, British Isles, Japan, Iceland, South America. A schedule of vessel maintenance requirements is provided by the American Bureau of Shipbuilding (ABS). The ABS sets an industry standard for vessel maintenance and the ATMO Key West vessels are maintained in accordance with these standards.

#### 3.0 SCOPE

Services required in the operation of the facility include: Inventory Control; Operational Support; Scheduled/Unscheduled Maintenance, Project Support; Vessel Dry-docking; Technical and Engineering; Systems Support; Material Handling, Vessel Maintenance and Protection Support; Logistics Support; Communication Support; Vessel Crews; Diving Support; Facility/Vessel Coordination and Planning Support; Documentation Support; Metal Working, Fabrication, and Machining Support; Woodworking; Electrical; Ordnance Certification Program; Hazardous Material Program; Recycling Support; Quality Assurance; and Facilities Support. Contractor support services are required in the operation of the facility (i.e. administrative support).

#### 4.0 APPLICABLE DOCUMENTS

Unless otherwise specified, the revision level and date for each specification or standard cited within this solicitation (including any specifications or standards cited in any drawing, handbook, referenced specification, or standard contained within this solicitation) shall be that listed in the Department of Defense (DoD) Index of Specifications and Standards online database, ASSIST. ASSIST may be accessed via <http://www.assistdocs.com/>. This list of instructions and standards is being provided as general guidance only. Contractors are encouraged to submit alternatives to any military standard or specification if practical. The alternatives shall be evaluated to insure they meet government requirements. At the time of award, if the contractor proposed alternative documents are acceptable, the alternative documents shall replace the existing listed military standards or specifications:

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 11 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

SS521-AG-PRO-010	U. S. Navy Diving Manual, 0910-LP-106-0957 Revision 6, (15 Apr 2008)
NAVSEA OP5, Volume 1	Ammunition and Explosives Safety Revision 7, Change 8 Ashore (22 Sept 2009)
NASKWINST 5090.2C	HAZWASTE Management (19 Dec 2000)
OPNAVINST 5100.23G	Navy Occupational Safety and Health (SOH) Program Manual (30 Dec 2005)
NASKWINST 8000.16	NASKW, Aviation Ordnance Manual
NATCINST 3070.3	Naval Air Test Center Operations Security Plan
NAVAIRWARCENACDIVINST 5510.1	Naval Air Warfare Center Aircraft Division Information, Personnel and Industrial Security Program Manual
OPNAVINST 3710.7U	NATOPS General Flight and Operating Instructions
OPNAVINST 8023.14	Department of the Navy Explosives Safety Policy, with interim change dated 14 Jun 2005 (1 Oct 1999)
NSTM Chapter 589	Naval Ships Technical Manual Shipboard Crane Certification Program
NAVFAC P306	Testing and Licensing of Handling and Construction Equipment Operators
NAVFAC P307	Management of Weight Handling Equipment Maintenance and Certification
OPNAVINST 8023.24B	Naval Personnel Ammunition and Explosives Handling Qualification and Certification (Qual / Cert) Program (16 Mar 2010)
29CFR 1910	Occupational Safety and Health Administration Emergency Response, Hazardous Waste Operations and Worker Right-to-Know
29CFR 1915, Subparts A, B,	Occupational Safety and Health C, D and H Administration for Shipyard Competent Persons
40CFR Sub Chapter 1	EPA Hazardous Waste Management
49CFR Sub Chapters A, B, C	DOT Transportation of Hazardous Materials.

## 5.0 CONTRACTOR PERFORMANCE REQUIREMENTS

The Contractor shall perform the following:

### 5.1 Inventory Control:

5.1.1. Maintain a continuous inventory of the instrumentation and unclassified electronic equipment furnished as Government Furnished Equipment (GFE), which shall include location, responsible person (in possession of equipment) and operational status. Exhibit A, CDRL Item A001 applies. Maintain a chronological log of all equipment received and generate an itemized Form DD1149 on all outgoing shipments.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 12 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

## 5.2 Operational Support:

5.2.1. Maintain and upkeep a database for the tracking of overall project costs associated with the operation and maintenance of various vessels used for customer support services. Compile charge records daily, cost records weekly, and a summary cost record at the completion of the customer's task as assigned by the Key West Task Identification number both in hardcopy and on PC compatible computer disk / format using the Microsoft Excel program. Items to be considered in the development of costs include but are not limited to: vessel usage, fuel, manpower (boat operating and supplemental crew, shore support labor, and other labor), materials/equipment, subcontract services, dock fees, consumables, and messing. These reports will be used to develop progress reports, assess expenditure trends, predict shortages, assess risk, and provide rapid and accurate customer billing. Exhibit A, CDRL Item A002 applies.

5.2.2. Maintain and upkeep a database for the tracking of manpower and material costs associated with scheduled and unscheduled maintenance for vessels and rolling stock (as identified in Attachment 5) and Project Costs. Compile on a weekly basis the cost of scheduled and unscheduled maintenance for vessels and facilities and Project Costs. Develop a Cost Summary database compiled on a weekly basis showing the employee name, labor category, appropriate tasking number, tasking description (short title), hour's employee charged and funding expended. Exhibit A, CDRL Item A003 applies.

## 5.3 Scheduled Maintenance:

5.3.1. Perform scheduled maintenance and routine upkeep of vessels including, but not limited to, corrosion control, spot painting, and cleaning. Perform scheduled maintenance of peculiar maintainable equipment per vessel, rolling stock, and deck equipment as identified in Attachments 4 and 5. Scheduled maintenance is planned for each of the vessels and their installed equipment (engine, cranes, generators, winches, deck equipment, air conditioning and refrigeration systems, etc.) in accordance with (IAW) the equipment manufacturer's manuals and Standard Commercial Practice. Additionally, the ABS establishes an ongoing schedule of vessel maintenance requirements and the contractor shall monitor this schedule and shall be responsible for performing these maintenance requirements. Report to the Contracting Officer Representative (COR)/ Alternate Contracting Officer Representative (ACOR) any major maintenance discrepancies that will affect vessel availability (impact scheduling) in accordance with Exhibit A, CDRL Item A004.

## 5.4 Unscheduled Maintenance:

5.4.1. Perform unscheduled maintenance (major repair) for the vessels and rolling stock on an as needed basis as determined by the Contractor or requested by the COR. If the requirement for the unscheduled maintenance is found to be a result of improper scheduled maintenance or misuse by the contractor as determined by the COR/ACOR, the Contractor shall be liable for the repairs. The Government will assume no liability for the repairs found to be a result of improper scheduled maintenance or misuse by the contractor as determined by the COR/ACOR. Hours and Cost associated with improper schedule repairs will be considered out of scope of this contract and associated cost will be unallowable. The following is a sample list (not limited to) some of the tasks anticipated under 'Unscheduled Maintenance':

- 5.4.1.1 Engine Repairs
- 5.4.1.2 Hydraulics
- 5.4.1.3 Electrical
- 5.4.1.4 Cracks and Dents
- 5.4.1.5 Air Conditioning and Refrigeration

Note: The terms improper scheduled maintenance and misuse by Contractor are explained as follows. Improper scheduled maintenance occurs when the contractor fails to comply with the manufactures recommended maintenance or best practices. Misuse relates to the misuse by the Contractor which causes damages to Government equipment or material.

## 5.5 Reserved

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 13 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

## 5.6 Project Support Services:

5.6.1. Attend project meetings and interface with scientists, project engineers, and other contractors, who utilize the facilities and equipment, to provide project support services. Contribute to the facility's test plan verification and schedule development, considering the availability and use of physical and personnel assets (contractor furnished and/or GFE) and IAW priorities and guidelines established by the COR. Provide unclassified communication plans and make advance arrangements necessary at the field locale for the reception, transport, storage, and accommodation of user equipment. Be responsible for such elements of field logistics as required by the project subject to the approval of the COR. Prepare a Monthly Project Progress Report. Exhibit A, CDRL A005 applies.

The following is a sample list of the tasks the contractor shall provide:

5.6.1.1 Operation of the Key West vessels.

5.6.1.2 Technical, logistics, and operational support for projects at Key West, Florida, at deployed locations or at secondary sites.

5.6.1.3 Specification requirements; gather data for management information, schedules, test plans, test procedures, technical libraries, system, subsystem, and component descriptions; and provide the material research and compilation necessary to interface with the industrial counterparts for Key West tasking.

5.6.1.4 Chartered ships and associated support (i.e., foreign dockage, identify agent activity in foreign countries, fueling activities, etc.).

Vessel Chartering/leasing may be required/procured on a case by case basis via this contract. The contractor shall not lease or charter a vessel without receiving direction by both the COR and cognizant Contracting Officer as identified in this contract. If vessel chartering/leasing is required, the associated option CLIN will be exercised.

If the vessel leasing option CLIN is exercised, the contractor shall supply a competent crew in sufficient numbers to safely operate the ship/outfitted vessels in accordance with Government requirements sufficiently in advance of sailing to ensure on-schedule departure with the ship fully provisioned, rigged, and in all respects ready for sea; as determined by specific project requirements. The Contractor shall ensure that Furnished vessels will be equipped with radar, electronic navigation systems, depth sounders, properly licensed communications equipment, life jackets, rafts, and other safety equipment in accordance with United States Coast Guard regulations.

5.6.1.5 Auxiliary crew(s) for vessels during performance of short-duration sea exercise.

5.6.1.6 Fabrication of structural support equipment to facilitate tests.

5.6.1.7 Relocation of materials or equipment from storage areas to project staging areas, loading of test vans or other materials on ships, and the relocation of excess materials to disposal or salvage units.

5.6.1.8 Receive, unpack, check, transport, store, load, off-load, pack and deliver to carriers shipments of project equipment belonging to user activities.

5.6.1.9 Quick response crews for the facility's vessels to support local operational emergencies in response to the Coast Guard or other Navy units.

5.6.1.10 Minor modifications to the facility's vessels to accommodate project installations and configuration changes (i.e., cut away existing materials, fabricate, and install new pieces as required).

5.6.1.11 Emergency repairs to project electronic, electrical, or mechanical systems.

5.6.1.12 Support installation, retrieval, repair, and evaluation of under-water range instrumentation systems.

5.6.1.13 Weapon system evaluation support (i.e., ordnance and component, model, weapon system, explosive shock test, etc.).

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 14 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

5.6.1.14 Installation of instrumented arrays, buoys, and moorings, as determined by the project; including repair, design, and/or replacement.

5.6.1.15 Vessel, marine, and underwater instrumentation studies including prototype fabrication.

5.6.1.16 Engineering support for underwater acoustics systems, throughout the development life cycle, as necessary.

5.6.1.17 Preparation of schedules, test plans, test procedures, checklists, and test reports.

5.6.1.18 Monitor at-sea and in-flight tests, collect and reduce data, and submit data package to project personnel.

5.6.1.19 Operation of the galleys on specified vessels for scientific personnel and crewmembers. This includes provisioning and supplying of meals to technical personnel during operations. Services shall be of premium quality, nutritionally balanced, and reviewed periodically by the COR.

5.6.1.20 Operation of government vehicles in support of ATMO Key West Requirements. The contractor is authorized to operate government vehicles, supplied as government furnished equipment (GFE) under the subject contract, to accomplish ATMO Key West tasking. The contractor shall not purchase or lease vehicles under this contract. See paragraph 10.0 of this document for further information.

Use of Government-Owned Transportation Equipment by Commercial Contractors. When excess Government-owned equipment are available, and it is determined by the COR to be in the best interest of the Government for the contractor to use the equipment, it will be added to the list of GFE (in accordance with clause 5252.245-9500, Government Property for the Performance of this Contract) in an "as is" condition and used by the contractor for contract performance. In accordance with clause 5252.245-9500, all equipment furnished to a contractor will be identified/listed in the contract by registration number, type (description), and status code.

5.7 Technical and Engineering Support: Upon receipt of test plans or engineering drawings, in support of specific project requirements, the contractor shall provide technical and engineering support. Technical and Engineering support is inclusive of, but not limited to the following:

#### 5.7.1 Engineering:

5.7.1.1 Marine engineering and naval architectural services to design shipboard handling systems, ship modifications, special ship's machinery, ship's electrical alterations, and ship's maneuvering and propulsion systems.

5.7.1.2 Design, fabricate, and install in-water systems such as anchors, temporary and permanent moors, deep and shallow instrumented and non-instrumented arrays, including arrays incorporating both surface and subsurface buoyancy elements.

5.7.1.3 Fabricate cradles and dollies for the stowage and handling of arrays.

5.7.1.4 Design ship configuration and specify and furnish machinery for specific project requirements (i.e., installing instrumented arrays, installing undersea communication cables, towing acoustic sources, etc.).

5.7.1.5 Provide Computer Assisted Drawings (CAD) of all engineering and naval architectural drawings generated in support of projects/programs.

5.7.1.6 Design, model, breadboard, analyze, evaluate, fabricate, and install array instrumentation, general circuits, acoustical propagation paths, mechanisms for explosive echo ranging, hydrophone and transducer measurements, radiated and ambient noise measurements, and shipboard electronic systems, which include navigational, tracking, communication, computer and video systems, etc. Provide recommendations to the COR regarding the physical, mechanical, acoustic, and electromagnetic criteria to be considered in determining the location for the installation of shipboard or land based equipment; develop test plans and coordinate test and calibration of hydrophones, transducers, and sound sources; operate and maintain at-sea data gathering systems; perform detailed data reduction and documentation of at-sea performance evaluation results, acoustic analysis, and



CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 15 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

other specialized acoustical and electrical engineering functions.

5.7.1.7 Evaluate the design, the fabrication, the installation, and the operation of marine instrumentation for upcoming projects (i.e., instrumentation for the measurement of inter-ship range, ocean parameters such as depth, sound velocity, salinity, etc). Evaluate the data collected by such instrumentation.

5.7.1.8 Provide planning, engineering, and logistics services for the preparation of operational plans for manpower, equipment, instrumentation requirements, and communications, including data communications.

5.7.1.9 Provide video/photographic and graphic arts services to document field missions of ordering activities. Services shall include casual underwater, airborne, ship and land, still, digital, video, motion picture photography, in black and white, and color. Formats shall include 16 and 35 mm motion picture, sound and silent; still coverage; viewgraphs; and report mock-ups.

5.7.1.10 Design, fabricate, install and recover corrosion resistant arrays and instrumentation required to install, maintain and retrieve instrumentation and hydrophone tracking arrays, including arrays utilizing cable telemetry. Arrays shall be required to be installed in or recovered from water depths of 10,000 feet or more and may have components weighing up to 50,000 pounds.

5.7.1.11 Provide transportation of materials and personnel for the performance of technical tasks in support of missions at sea. When necessary, all aircraft provided shall be equipped, inspected, and licensed in accordance with FAA regulations.

5.8 Other Requirements:

5.8.1 Material

5.8.1.1 The contractor shall procure material in support of ATMO-Key West services as referenced in paragraph 3.0 of this document. All material requirements will be approved as stated in Section H clause 5252.242-9515. No material with a unit cost of \$250,000 or greater may be procured under the contract. For further guidance see Section H clause 5252.242-9515.

5.8.2 Material Handling and Protection Support:

5.8.2.1 Receive, store, transport, protect, and forward materials, supplies and equipment furnished by the Government to support field operations as authorized by the COR. Test, inspect, maintain, repair and certify as appropriate Government Furnished Equipment (GFE). Submit all applicable information for COR approval prior to commencing with repair of GFE.

5.8.3 Communications Services:

5.8.3.1 Furnish operating personnel and equipment for transmission and reception of unclassified communications on selected Government and commercial frequencies.

5.8.4 Vessel Crews:

5.8.4.1 Furnish complete crew for the operation of Government craft as required (but not fewer persons than can safely operate the vessel in accordance with the mission requirements). Typical vessels, which the contractor shall be required to man and operate, include vessels contained in the attached assets inventory, as identified in Attachment 4. Crews shall include deck, engineering, stewards, electronics, and ordnance handling personnel as required.

5.8.5 Diving Services:

5.8.5.1 Provide qualified divers in support of all applicable tasks. Diving operations shall be in strict accordance with the U.S. Navy Diving Manual, SS521-AG-PRO-010 / 0910-LP-106-0957.

5.8.6 Documentation Support:

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 16 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

5.8.6.1 Provide documentation support (i.e., test plans, test procedures, checklists, and test reports). Review, technically edit, format rough drafts, produce preliminary drafts for Government review, incorporate Government review comments, and produce subsequent updated draft copies in accordance with Exhibit A, CDRLs A006 – A009.

5.8.7 Electronic Support:

5.8.7.1 Design, model, breadboard, analyze, evaluate, fabricate, and install array instrumentation, general circuits, acoustical propagation paths, mechanisms for explosive echo ranging, hydrophone and transducer measurements, radiated and ambient noise measurements, and shipboard electronic systems, which include navigational, tracking, communication, computer and video systems, etc.

5.8.7.2 Design, fabricate, install, and operate marine instrumentation for projects (i.e., instrumentation for the measurement of inter-ship range, ocean parameters such as depth, sound velocity, salinity, etc). Evaluate the data collected by such instrumentation.

5.8.8 Metal Fabrication and Machining:

5.8.8.1 Metalworking, fabrication, welding and machining, in support of all applicable tasks to support the ATMO requirement as specified in this PBSOW.

5.8.9 Wood Working:

5.8.9.1 Cutting, shaping, bending, trimming, planning, routing and other wood and fiberglass services in support of all applicable tasks to support the ATMO requirement as specified in this PBSOW.

5.8.10 Electrical:

5.8.10.1 Electrical services in support of all applicable tasks to support the ATMO requirement as specified in this PBSOW.

5.8.11 Ordnance Certification Program:

5.8.11.1 Ordnance handling certified personnel in accordance with NAVSEA OP 5 Vol 1, OPNAVINST 8020.14 and OPNAVINST 8023.24B. Maintain all equipment peculiar to each vessel involved in ordnance handling (e.g., NAVAIR-38, Allied Model 175 Crane; HUNTER, Hydra Pro Model HP40/18K Crane, etc.). Any contract modification will require adherence of mandatory clauses DFARS 252.223-7002 and DFARS 252.223-7003 if (1) and (2) as stated below apply.

5.8.11.2 (1) "The contractor, who will be performing services involving ammunition and explosive materiel on behalf of the government, shall have an established explosives handling personnel qualification and certification program."

5.8.11.3 (2) "All government contractor personnel, performing Ammunition & Explosive (AE) tasks under the scope of this contract, shall be included in the contractor's or the government's QUAL/CERT program".

5.8.12 Crane and Winch Certification Program:

5.8.12.1 Provide Crane and Winch certified operators in accordance with NAVFAC P306 for the purpose of loading and unloading vessels.

5.8.13 Hazardous Material Program:

5.8.13.1 In accordance with NASKWINST 5090.2B, 29CFR 1910, CFR 1915 and 40CFR maintain all Hazardous Material (HAZMAT) and Hazardous Waste (HAZ Waste) inventory, support all Federal and local HAZMAT and HAZ Waste instructions and maintain all required documentation. Maintain at least two persons qualified in the facility's HAZMAT / HAZ Waste Management Program. The government will be responsible to

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 17 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

ensure appropriate training is available. Procure materials and / or services listed under the HAZMAT program. Typical examples, which may be requested, include but are not limited to; Soaps, Paints, Gasoline, Cleaning Solvents and Aerosols, Oils, Fuels, Misc. Cleaners, Welding Gases (Acetylene, Oxygen, Argon, etc.) Waste Oil and Waste Water removal. Provide at least two "Competent Persons" certified in accordance with 29CFR 1915, for work in confined spaces.

5.8.14 Defense Recycle Management Office (DRMO) Program:

5.8.14.1 Provide for DRMO support, which includes categorizing and generation of transfer papers, removal of items from inventory if necessary and transport of appropriate material.

5.8.15 Dry-docking:

5.8.15.1 Dry docking services consist of hauling a vessel for hull, steering (rudder), or propeller(s) inspection and/or repair(s) which can not readily be performed while the vessel is in the water and/or pierside. The Contractor shall provide the quality assurance function during the dry docking service and be the vessel's owner representative whenever the facility's vessels are in a shipyard. Authorization to perform dry docking will be granted by the COR in accordance with Clause 5252.242-9515 in Section H of the contract. Prior to authorization to perform dry docking, the contractor shall submit information (inclusive of cost information) to the cognizant Defense Contracts Management Agency (DCMA) office for approval in accordance with FAR 52.244-2. The dry docking service will be performed by the shipyard that offers the best value to the Navy.

5.8.16 Civil Engineering Support Equipment (CESE)

5.8.16.1 The Contractor shall not procure or lease vehicles in performance of this contract as vehicles are centrally managed by the Naval Facilities Engineering Command (NAVFAC). In addition, the contractor shall not procure any item categorized as Civil Engineering Support Equipment (CESE) as CESE is centrally managed by NAVFAC as well. Examples of CESE include passenger carrying vehicles, special purpose vehicles or equipment, general purpose trucks, construction and maintenance equipment, fire fighting equipment, tactical equipment, armored vehicles, and railway equipment

5.8.17 Other Direct Costs (ODCs)

5.8.17.1 Other Direct Costs include, but are not limited to, Vessel Collision and Protection & Indemnity Liability Insurance. The Contractor shall provide the aforementioned insurance for all vessels listed in Section J, Attachment 4 "Vessels and Vessel Particular Maintenance Equipment per vessel".

6.0 FACILITY SERVICES

6.1 Provide administrative support (i.e., typing, general filing, travel orders, etc).

6.2 Provide telephone and gate access control during normal working hours. Normal hours of operation are Monday through Thursday, 0700-1700 and every other Friday, per the Compressed Work Schedule (CWS) 0700-1600

7.0 Reserved

8.0 QUALITY CONTROL

Perform quality assurance inspections of vessels and rolling stock as noted on Attachments 4 and 5 on a quarterly basis, in accordance with Exhibit A, CDRL A010

9.0 SAFETY

All tasks must be performed in accordance with local and federal safety standards. See Paragraph 4.0 for applicable documentation.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 18 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

10.0 GOVERNMENT FURNISHED PROPERTY AND EQUIPMENT

- 10.1 Office space to conduct normal business in support of this Contract, not including office furniture. See Section 10.6 for further information.
- 10.2 Phone lines to conduct normal business in support of this Contract, not including a Fax line.
- 10.3 Tools required for performance of scheduled maintenance and routine upkeep of the vessels, peculiar maintainable equipment per vessel, and rolling stock.
- 10.4 Government vehicles and rolling stock as specified in Attachment 5.
- 10.5 Contractor shall be responsible for the GFE while in the contractor's possession and shall return the GFE in the same condition after completion of the effort.
- 10.6 The Government will provide eight (8) NMCI seats for this requirement.

11.0 CONTRACTOR FURNISHED EQUIPMENT

- 11.1 Safety equipment for Contractor personnel during the performance of this contract. For example, the contractor shall provide company ball caps, company staff collared shirts, company T-shirts, safety shoes, hard-hats, safety goggles, personalized painting safety equipment, etc., for use by contractor employees. The employees shall be required to have Government Support Contractor identification badges in possession at all times. This equipment shall be considered normal business operation expenses and shall be provided at no additional cost to the Government.

12.0 OTHER CONSIDERATIONS

12.1 Overtime Procedures

Overtime (OT)/Additional Hours are anticipated. If required, overtime must be authorized by the COR. The contractor shall not work any overtime without approval by COR. See FAR Clause 52.222-2 "Overtime Premiums" for procedures regarding the request for and authorization of Overtime.

12.2 The Contractor shall be required to travel for the purpose of attending briefings, planning meetings, training, etc. in support of this Contract. Travel will be throughout the United States, Caribbean and possibly other parts of the world.

12.3 The Contractor will be required to support an "Operation Center" located at NAVSTA Mayport, FL.

12.4 Work environment involves everyday risks or discomforts of a tropical, pierside, shipboard, and marine environment. Some include: concrete floors, open/outdoor work areas, and shipboard travel encompassing all sea conditions (Sea State 1 through Sea State 8).

12.5 Physical demands include lifting of items weighing 70 pounds or more, moving or pushing objects, bending, standing and climbing. Day to day risks involve operation of machinery.

12.6 Only U.S. citizens may perform under this order. Any person having had a security clearance revoked for any reason shall be ineligible to perform under this order. All contractor support personnel supporting tasks under this order must be able to obtain a SECRET security clearance. See Attached DD-254. Personnel security clearances shall be provided at no direct cost to the Government.

12.7 The facility is operating under the Compressed Work Schedule. Normal hours of operation are Monday through Thursday, 0700-1700 and every other Friday, 0700-1600. The contractor shall be required to respond to emergency requirements after normal working hours, including weekends and holidays. Due to project schedule constraints, the contractor shall occasionally be required to provide personnel to perform beyond the normal 80-hour bi-week.

12.8 The contractor shall prepare a Funds and Man-Hours Expenditure Report. Exhibit A, CDRL A011 applies.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 19 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

12.9 When deployed aboard ocean-going vessels and while underway for more than 24 hours, contractors will be expected to work up to a twelve (12) hour day. When working pier side, contractors will be expected to work an 8-hour day. The contractor shall invoice based on the number of hours worked, whether aboard vessels or at pierside.

12.10 **Incurred Cost and Progress Reporting** - In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred cost and Progress Reporting for Services," CDRL A012, and contract attachment 9.

12.11 The Contractor shall be required to submit documentation in accordance with the following CDRLs:

CDRL A001 - GFE Inventory Report  
 CDRL A002 - Overall Project Costs  
 CDRL A003 - Scheduled/Unscheduled Maintenance & Project  
 CDRL A004 - Maintenance Discrepancies  
 CDRL A005 - Project, Status, and Management Report  
 CDRL A006 - Test Plans  
 CDRL A007 - Test Procedures  
 CDRL A008 - Project Checklist  
 CDRL A009 - Test Reports  
 CDRL A010 - Quality Assurance Report  
 CDRL A011 - Funds and Man-hour Expenditure Report  
 CDRL A012 - Incurred Cost and Progress Reporting for Services

### 13.0 PERSONNEL QUALIFICATIONS

The contractor is required to provide personnel having the following levels of professional and technical experience.

All degrees must be from an accredited college or university and the required areas are described under each individual category. A High School (H.S.) diploma, or General Equivalency Diploma (GED), must be possessed by all personnel on this contract.

ALL labor categories performing work under this contract must be capable of obtaining a SECRET Clearance. Key personnel are required to possess a secret security clearance at the start of the contract. Proof of U.S. citizenship may be required to be permitted access to Government installations, ships, or aircraft. Note: The contractor shall not bill cost incurred for Personnel Security clearances as a direct charge to the subject contract.

In the labor categories of Field Engineering Specialist I, Field Engineering Specialist II, Field Engineering III, Technical Expert, Subject Matter Expert, and Electronics Technician, the contractor shall provide at least three overall personnel capable of obtaining certifications as Project Specialists in accordance with OPNAVINST 3710.7P.

### DEFINITIONS

As used in the minimum personnel qualification descriptions for this contract, the terms indicated should be defined or their meanings qualified as follows:

*Academic year* - a full year or complete year of study at a junior college, college, university, or other academic institution toward which at least 30 semester hours or 45 quarter hours of undergraduate study, or 18 semester hours or 27 quarter hours of post graduate study were completed.

*Accredited institution* - a post-secondary educational institution (junior college, college, university, or technical, trade, or professional school) that was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 20 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

*Accredited program* - an educational program or course of study offered by a post-secondary educational institution that was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

*Degree* - an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's or doctoral levels only.

*Postgraduate degree* - Masters, Ph.D., or other professional degree for which completion of an undergraduate curriculum or receipt of a bachelor's degree was a prerequisite.

1. **Program Manager: (Key)**

**Functions.** Acts as the overall manager and technical administrator for the contract effort. Serves as the primary interface and point of contact with Government program authorities and representatives on program/project and contract administration issues. Supervises program/project operation by developing management procedures and controls, planning and directing project execution, monitoring, and reporting progress. Manages program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements.

**Education.** A Bachelor's Degree in either technical or business management from an accredited college or university. Experience may be substituted for the degree requirement as follows: Two years of supervisory, technical and management experience as defined below equate to one year of college.

**Experience.**

- a. A total of at least eight years of supervisory, management and technical experience, which included performance of each of the foregoing functions with respect to marine, oriented programs.
- b. At least four years of the foregoing total experience shall have consisted of performing technical program/project work on marine oriented programs at-sea.

NOTE: Total experience required: With degree - eight years, without degree - 16 years.

2. **Administrative Assistant:**

**Functions.** Conducts administrative and recordkeeping aspects of the operation of technical projects/programs. Applies knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence, records, or directives. Works in regard to matters such as project/program progress and status documentation, budget, finance, property, accounting, or personnel management. May manage or supervise administrative aspects of the contractor's operations.

**Education:** High school graduation or equivalency certification is required.

**Experience:**

- a. At least six years of experience which exhibited the knowledge, skill, and ability to perform the foregoing administrative functions.
- b. At least two years of the total foregoing experience shall have been performing functions related to budget or finance.

3. **Project/Facility Coordinator: (Key)**

**Functions.** Coordinates project schedules, drawings, and material. Plans and coordinates technical requirements and attends project/facility meetings. Logs and tracks scheduled/unscheduled maintenance for vessels, small craft, facilities, and rolling stock. Function as Safety and Ordnance Officer for all personnel working on contract. Maintains and updates training jackets/logs of all personnel working on contract. Conducts and/or coordinates all required training in

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 21 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

support of projects.

Education. High school graduation or equivalency certification is required. Ordnance handling certification is required.

Experience. A total of at least four years of experience in performing the foregoing functions in marine operations.

4. Supply Technician:

Functions. Performs aspects of technical supply management work (e.g., inventory management, storage management, cataloging, property utilization, material control, material analysis) related to depot, local, or other supply activities. Works within a framework of established supply regulations, policies, and procedures, or other government supply management guidelines. Requires familiarity with the Federal Supply System.

Education. High school graduation or equivalency certification is required.

Experience.

- a. A total of four years experience in performing the foregoing functions.
- b. At least two years of the foregoing total experience shall have consisted of material analysis involving the Federal Supply System.

5. Welder:

Functions: Welds and cuts ferrous and non-ferrous metal components together to fabricate or repair products, such as machine parts, motors and generators, marine construction, etc., according to layouts, blueprints or work orders, using brazing, MIG, TIG, HY-80, and a variety of arc and gas welding equipment. Welds metal parts together, using both gas welding or brazing and any combination of arc welding processes. Performs related tasks such as thermal cutting and grinding. Repairs broken or cracked parts, fills holes and increases size of metal parts. Positions and clamps together components of fabricated metal products required prior to welding. May locate and repair cracks in marine engine cylinder heads, using inspection equipment and gas torch.

Education. High school graduation or equivalency certification plus certifications appropriate to the job (i.e., American Bureau of Shipping, United States Coast Guard, American Welding Society) are required.

Experience.

- a. A total of at least six years experience performing the foregoing functions.
- b. At least two years of the foregoing total experience shall have been performed within the marine industry.

6. General Maintenance Worker/Rigger:

Functions. Disassembles components, fabricates parts, reassembles parts in order to repair machinery. Operates presses, shapers, metal saws, and sheet metal-forming tools such as brakes, rolls, and shears. Capable of performing carpentry skills. Operates table, band and circular saws; routers and sanders. Fabricates wooden structures. Performs minor welding duties. Direct in hoisting machinery and equipment. Assembles rigging to lift and move equipment or material.

Education. High school graduation or equivalency certification is required.

Experience. A total of at least three years of experience performing the foregoing functions is required.

7. Reserved

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 22 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

FIELD ENGINEERING SPECIALISTS CONSIDERATIONS:

The labor categories of Field Engineering Specialist I, II, III and Electronic Technician shall contain a mix of the five types of field engineering talent: Marine, Electronic and Instrumentation, Environmental and Acoustic, Mechanical, and Electrical. It is understood that each individual resume submitted within these labor categories will not meet all of the below-cited qualifications. However, the proposed personnel in total (collectively as a group) must meet the qualifications noted below under the headings of Marine, Electronic and Instrumentation, Environmental and Acoustic, Mechanical, and Electrical:

-Marine: Marine experience in the design of shipboard handling devices, hull and structural modifications to ships; ocean arrays; moors; buoy systems; similar in-water systems; deployment and retrieval of deep water instrumentation arrays including arrays employing cable telemetry and arrays employing both surface and subsurface buoyancy elements; and single multi-point moors.

-Electronic and Instrumentation: Electronic and instrumentation experience in shore based, marine, and oceanographic electronic systems including: the detachment's computers and network systems, shipboard radio communications; radio frequency data transmission; fixed and portable electronic navigation systems; in-water array electronics, underwater communications; and acoustical instrumentation and systems such as sound velocimeters, hydrophones, projectors, transducers, and tracking systems.

-Environmental and Acoustic: Environmental and Acoustic experience in engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate sensor systems; review and prepare engineering and technical analysis including environmental analysis, reports, change proposals, and other technical documentation; analyze designs, develop, implement, test and evaluate processes related to engineering or functional requirements of sensor systems or associated support systems.

-Mechanical: Mechanical experience in the design of deck machinery (including winches, cable engines, "A" frames, etc.), complete handling systems, and structural arrays. Expertise in hydraulics is desired.

-Electrical: Electrical experience in the design and/or modification of shipboard electrical systems with special emphasis on distribution systems, control panels, and isolated and regulated power sources for scientific equipment.

8. Field Engineering Specialist III: (Key)

Functions. Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate sensor systems. Reviews and prepares engineering and technical analyses including environmental analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of sensor systems, associated support systems, or management information systems. Participates in in-flight tests.

Education. Bachelor's Degree in Engineering (or in related disciplines such as physics, mathematics or computer science) from an accredited college. Four years of professional engineering experience may be substituted for the Bachelor's Degree requirement. Professional engineering experience is defined as non-routine engineering work which requires: (1) professional ability to apply scientific methodology to engineering problems; (2) comprehensive, in-depth knowledge of the mathematical, physical and engineering curriculum, or (3) continuing intensive development of professional knowledge and ability. Professional work in other engineering-like fields of science is marked by continued personal effort to keep abreast of the advancing and ever-changing discipline.

Experience.

a. A total of at least eight years of engineering technician experience that consisted of performing the foregoing engineering functions.



CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 23 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

b. At least six years of the foregoing total experience shall have consisted of performing engineering functions with respect to sensor systems (Sonar, Radar, Lidar).

c. Included in a and b above, a total of four years shall have consisted of either Marine, Electronic and Instrumentation, Mechanical, or Electrical engineering/technical talents.

9. Field Engineering Specialist II: (Key)

Functions. Applies engineering technician principles to investigate, analyze, plan, design, develop, implement, test, or evaluate ASW systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of ASW systems, associated support systems, or management information systems. Participates in in-flight tests. Performs hazardous material/hazardous waste duties as identified in NASKWINST 5090.2 and NASKWINST 5100.21B.

Education. Bachelor's Degree in Engineering (or in related disciplines such as physics, mathematics or computer science) from an accredited college. The contractor shall be capable of obtaining Hazardous Material/Hazardous Waste certifications as identified in NASKWINST 5090.2 and NASKWINST 5100.212B. Four years of professional engineering experience may be substituted for the Bachelor's Degree requirement. Professional engineering experience is defined as non-routine engineering work which requires: (1) professional ability to apply scientific methodology to engineering problems; (2) comprehensive, in-depth knowledge of the mathematical, physical and engineering curriculum, or (3) continuing intensive development of professional knowledge and ability. Professional work in other engineering-like fields of science is marked by continued personal effort to keep abreast of the advancing and ever-changing discipline.

Experience.

a. A total of at least six years of engineering technician experience that has consisted of performing the foregoing engineering functions.

b. At least four years of the foregoing total experience shall have consisted of performing engineering functions with respect to sensor systems (Sonar, Radar, Lidar).

c. Included in a and b above, a total of three years shall have consisted of either Marine, Electronic and Instrumentation, Mechanical, or Electrical engineering/technical talents.

10. Field Engineering Specialist I:

Functions. Applies engineering technician principles to investigate, analyze, plan, design, develop, implement, test, or evaluate ASW systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of ASW systems, associated support systems, or management information systems. Participates in in-flight tests.

Education. Bachelor's Degree in Engineering (or in related disciplines such as physics, mathematics or computer science) from an accredited college. Four years of professional engineering experience may be substituted for the Bachelor's Degree requirement. Professional engineering experience is defined as non-routine engineering work which requires: (1) professional ability to apply scientific methodology to engineering problems; (2) comprehensive, in-depth knowledge of the mathematical, physical and engineering curriculum, or (3) continuing intensive development of professional knowledge and ability. Professional work in other engineering-like fields of science is marked by

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 24 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

continued personal effort to keep abreast of the advancing and ever-changing discipline.

Experience.

- a. A total of at least four years of engineering technician experience that has consisted of performing the foregoing engineering functions.
- b. At least two years of the foregoing total experience shall have consisted of performing engineering functions with respect to sensor systems (Sonar, Radar, Lidar).
- c. Included in a and b above, a total of two years shall have consisted of either Marine, Electronic and Instrumentation, Mechanical, or Electrical engineering/technical talents.

11. Ship Crew Members:

a. Master: (Key)

Functions. Responsible for safe and efficient operation of vessel, crew and embarked technicians and military personnel. Master shall be familiar with waters to be navigated, have documented experience with vessel preventive maintenance programs, shall be skilled in celestial and electronic navigation, pilotage, and the safe management and operation of research vessels of similar size or larger. Requires knowledge of the ISM Code, its purpose, requirements and associated documentation.

Education. High School Graduate or equivalency certification minimum. Minimum US Coast Guard license as Master of Steam and Motor Vessels of 1600 gross tons (domestic tonnage) upon Oceans. Must be able to qualify for ordinance handling certification. Current STCW-95 certification is required. Merchant Mariner's Document endorsed, as Able Bodied Seaman is required.

Experience.

1. Minimum 8 years experience in deck positions aboard similar or larger vessels.
2. At least two years of total experience shall be as Master with a least one year as Master of vessels of similar size and or nature, or
3. One year experience as Chief Mate onboard similar vessels operated by NAVAIR while holding the appropriate license, or
4. Two years experience as Chief Mate onboard similar vessels operated under NAVAIR while holding a lesser grade license that has been recently upgraded.

b. Chief Engineer: (Key)

Functions. Responsible for safe efficient operation of the ships propulsion system, ships electrical power systems, all auxiliary equipment, as well as all other personnel directly involved in the operation and maintenance of listed equipment.

Education. High School Graduate or equivalency certification minimum. Minimum US Coast Guard license as Designated Duty Engineer of vessels of 4000 hp. must be able to qualify for ordinance handling certification. Current STCW-95 certification is required. Merchant Mariner's Document endorsed as QMED is required.

Experience.

1. Minimum 5 years experience in engineering positions aboard similar or larger vessels. All of the required

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 25 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

experience does not necessarily have to be as ship's watch engineer.

2. At least 1 year of total experience shall be as Chief Engineer of vessels of similar size and horsepower, or
3. 6 months experience as Assistant Engineer onboard similar vessels operated by NAVAIR while holding DDE 4000 license minimum, or
4. Two years experience as Assistant Engineer onboard similar vessels operated by NAVAIR while holding a lesser grade or no license which has been recently upgraded/acquired.

c. Assistant Engineer:

Functions. Responsible to assist in the safe and efficient operation of vessel, crew and all passengers as directed by ship's officers. Performs a variety of tasks related to the operation and upkeep of the vessel. Duties may include but are not limited to prudent operation and maintenance of all ships machinery as directed, hull, deck, and superstructure preservation, general cleaning, operation of various pieces of deck equipment, small boat operations, securing deck and project equipment, and standing designated watches.

Education. High School Graduate or equivalency certification minimum. Must be able to qualify for ordinance handling certification. Merchant Mariner's Document required.

Experience.

1. Minimum 2 years experience in operations and or maintenance of diesel powered vessels of greater than 500 hp or
2. 3 years experience in position related to the operation and maintenance of industrial, automotive, or marine machinery or,
3. 1 year general work experience and completion of applicable technical training program

d. Chief Mate: (Key)

Functions. Responsible for safe and efficient operation of vessel, crew and embarked technicians and military personnel while standing designated watches. Shall be familiar with waters to be navigated, have a documented experience with vessel preventative maintenance programs, shall be familiar with manual and electronic navigation, pilotage, and the safe operation of vessels. Assists the Captain as directed. Works on deck during at-sea trials, projects, maintenance periods, and other times as directed.

Education. High School Graduate or equivalency certification minimum. Minimum US Coast Guard license as Master of vessels of 500 gross tons (domestic tonnage) upon near coastal waters, or Mate of vessels of 1600 gross tons upon near coastal waters, or 3<sup>rd</sup> Mate unlimited tonnage, upon oceans. Must be able to qualify for ordinance handling certification. Current STCW-95 certification is required. Merchant Mariner's Document endorsed, as Able Bodied Seaman is required.

Experience.

1. Minimum 4 years experience in deck positions.
2. At least 1 year of total experience shall be as Master of vessels requiring 100 ton license minimum to operate, or
3. One year experience as watch standing deckhand onboard similar vessels operated under Navair while holding

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 26 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

a lesser grade license which has been recently upgraded, or

4. Two years experience as watch standing deckhand onboard similar vessels operated under Navair and acquiring appropriate license or,

5. Completion of applicable maritime academy program with degree and license. Time enrolled in program shall count towards required experience

e. Able Bodied Seaman / Crane Operator:

Functions. Responsible to assist in the safe and efficient operation of vessel, crew and all passengers as directed by ship's officers. Performs a variety of tasks related to the operation and upkeep of the vessel. Duties may include but are not limited to, hull, deck, and superstructure preservation, general cleaning, operation of various pieces of deck equipment, small boat operations, securing deck and project equipment, assisting Engineering Dept as needed, and standing designated watches. Operates ship mounted, shore-based, and ordnance certified cranes with capacities to 40 tons. Operators shall be familiar with the rigging of lifts at sea, ashore, as well as the daily maintenance associated with such equipment.

Education. High School Graduate or equivalency certification minimum. Must be able to qualify for ordnance handling certification. Current and applicable STCW certification is required. Merchant Mariners Document endorsed, as Able Bodied Seaman (OSV) is required. Ordnance handling certification is required. Must be licensed in accordance with NAVFAC P307 or commercial equivalent.

Experience.

1. Minimum 2 years experience in deck positions while serving as Able Seaman and at least five years of experience operating cranes with capacities to 40 tons is required.

f. Able Bodied Seaman:

Functions. Responsible to assist in the safe and efficient operation of vessel, crew and all passengers as directed by ship's officers. Performs a variety of tasks related to the operation and upkeep of the vessel. Duties may include but are not limited to, hull, deck, and superstructure preservation, general cleaning, operation of various pieces of deck equipment, small boat operations, securing deck and project equipment, assisting Engineering Dept as needed, and standing designated watches.

Education. High School Graduate or equivalency certification minimum. Must be able to qualify for ordnance handling certification. Current and applicable STCW certification is required. Merchant Mariners Document endorsed, as Able Bodied Seaman (OSV) is required.

Experience.

1. Minimum 2 years experience in deck positions while serving as Able Seaman.

g. Ordinary Seaman:

Functions. Responsible to assist in the safe and efficient operation of vessel, crew and embarked technicians and military personnel as directed by ship's officers. Performs a variety of tasks related to the operation and upkeep of the vessel. Duties may include but are not limited to, hull, deck, and superstructure preservation, general cleaning, operation of various pieces of deck equipment, small boat operations, securing deck and project equipment, assisting Engineering Dept as needed, and standing designated watches.

Education. High School Graduate or equivalency certification minimum. Must be able to qualify for ordnance

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 27 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

handling certification. Merchant Mariner's Document required.

Experience.

1. Minimum 2 years general work experience related to the maritime field or,
2. 6 months experience in deck positions.

h. Steward / Chief Cook:

Functions. Responsible for safe and efficient operation of vessel's galley. Duties to include but limited to, 'preparing all menus and meals, all materials planning associated with hotel services, ordering and acquiring all foods, safe, clean and efficient operation of galley, ensuring cleanliness of passenger quarters, assist in the safe and efficient operation of vessel, crew and all passengers as directed by ship's officers.

Education. High school graduation or equivalency certification minimum. Merchant Mariner's Document required.

Experience.

1. Minimum 2 years general work experience related to the maritime field with at least six months experience as a lead chef or equivalent.

12. ShipBoard Electronics Repair Technician:

Functions. Familiar with standard concepts, practices, and procedures within the field of electronics repair, fabrication, and installation. Relies on extensive experience and judgment to plan and accomplish goals. Relies on comprehensive technical knowledge to solve complex problems by interpreting manufacturers' manuals or similar documents.

Ability to work in a shipboard environment. Able to lift, carry and transport heavy equipment and boxes. The exact weight requirements will be determined by the specific job. Able to work on and climb ladders, work in extreme temperature environments, shipboard, shipyards, under industrial conditions and in confined spaces. May involve high heat, humidity, noise and dirty conditions, working aloft or over the sides of vessels, and riding ships at sea.

Ability to read and understand blueprints and schematics, ability to recognize problems through troubleshooting and ability to find a solution.

Education. Military or trade-school training required

Experience. None Required

13. Marine Architect/Engineer:

Functions. Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models. Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications. Knowledge of the practical application of engineering science and technology.

Education. Bachelor's degree from accredited college/university

Experience. None Required

14. Photographer:

Functions. Perform complete photographic coverage involved in significant technical, education and informational and promotional programs and products (documentaries, research, technical reports, publicity information, training materials and stages of a process). Use and operate computer imaging software and hardware including Microsoft

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 28 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

Office, Adobe Photoshop, film scanners, flat bed scanners, color laser printers, small and large format inkjet printers and dye sublimation printers. Capture minute detail on assignments to provide detail photographs from which reassembly of technical and complex equipment and components rely on.

Education. None Required

Experience. None Required

15. General Maintenance Technician:

Functions. Ability to assist in the safe and efficient operation of vessel, crew and all passengers as directed by ship's officers. Performs a variety of tasks related to the operation and upkeep of the vessel. Duties may include but are not limited to, hull, deck, and superstructure preservation, general cleaning, operation of various pieces of deck equipment, small boat operations, securing deck and project equipment, assisting Engineering Dept as needed, and standing designated watches.

Education. None Required

Experience. None Required

16. ForkLift Operator:

Functions. Ability to do the work of a Forklift Operator without more than normal supervision including keeping things neat, clean, and in order, technical practices (theoretical, precise, artistic), ability to interpret instructions, specifications, etc. (other than blueprints), and knowledge of materials. Under normal supervision, collected, received, stored, selected, issued, transported, and shipped materials, supplies, and/or equipment. Ability to operate various types of forklifts (e.g. electric, gasoline, and/or diesel).

Education. OSHA compliant training as per 29 CFR 1910.178

Experience. None Required

17. Crane Operator:

Functions. Must demonstrate the ability to do the work of a Crane Operator without more than normal supervision. This includes the ability to operate cranes at all boom lengths, angles and positions; the ability to interpret drawings, schematics and written directions; skill in operating near or at the crane's lifting capacity; skill in making rapid lifting capacity judgments; and eye, hand and foot coordination to operate the various crane controls.

Certification: As per the National Commission for the Certification of Crane Operators (NCCC) regulations

Education. None Required

Experience. None Required

18. Truck Driver:

Functions. The ability to operate one or more motor vehicles including platform trucks, van trucks, fuel trucks, stake trucks, dump trucks, and trash removal trucks which typically have an approximate gross vehicle weight of more than 11,700 kilograms (26,000 pounds) and up to 14,400 kilograms (less than 32,000 pounds). Experience operating vehicles and tractors, some of which may be equipped with special-purpose powered equipment. Experience operating platform, van, stake and dump trucks, refueling vehicles passenger buses or ambulance buses.

Certification: State of Florida Division of Motor Vehicles Class A Driver's License

Education. None Required

Experience. None Required

19. Safety Instructor:

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 29 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

Functions. Certified for all aspects of providing safety instruction (OSHA safety requirements in the workplace, handling of hazardous materials, etc). This includes: basic public speaking, use and control of audio-visual aids, handling distractions and difficult students.

Education. None Required

Experience. None Required

20. Inspector:

Functions. Responsible for providing technical expertise and training to junior inspectors, providing input to program planning, and assisting on special, more complex projects such as overseas repair and construction verification that they conform to established standards and processes including examination of piping, valves, pressure vessels, hull plating, shaft tapers and keyways, joints, and equipment using destructive testing, nondestructive testing and associated diagnostic methods (e.g., radiographic interpretation, dye penetrant, ultrasonic, magnetic particle, remote underwater video).

Education. None Required

Experience. Minimum 2 years

21. Graphic Artist:

Functions. Responsible for having creativity, communication, and problem-solving skills and being familiar with computer graphics and design software.

Education. Associates or Bachelor's degree in graphic design is required.

Experience. None Required

22. Media Specialist:

Functions. Responsible for operating different kinds of audiovisual equipment and instruct others on how to operate them as well. The ability to be inventive, creative, and able to adapt to different environments.

Education. A bachelor's degree in educational media or instructional technology is the basic requirement for this position.

Experience. Minimum 2 years

23. IT Specialist:

Functions. Maintains telecommunications and technology (i.e. computers, routers, printers, hubs, etc.) in a business so it functions to optimize workforce efficiency.

Education. Degree in computer science, engineering, information science, information systems management, mathematics, operations research, statistics, or technology management or degree that provided a minimum of 24 semester hours in one or more of the fields identified above and required the development or adaptation of applications, systems or networks.

Experience. None Required

24. Computer Repair:

Functions. The ability to follow complex written and oral directions in the English language. The ability to read and interpret technical diagrams and bulletins. The proficiency in the operation of Digital Multi-Meters, network cable testers, loop back adapters and software diagnostic tools.

Education. High School diploma or equivalency certification minimum.

Experience. Two years technical training in electronics servicing at an accredited vocational/technical school plus

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 30 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

Certificate Competency in computer electronic technology from accredited vocation/technical school. Computer TIA A+ certification. Minimum three years experience analyzing, repairing computers and networking peripherals.

**5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (AUG 2011 )**

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: [NAVAIR Contractor Forms](#).

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, (see assigned COR or ACOR point of contact) shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR\_SAAR fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

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

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

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

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this



CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 31 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

contract that contains proprietary or other restrictive markings.

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

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

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

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 32 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION D PACKAGING AND MARKING

Clauses specified in Section D of the Seaport-e Basic Contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

All deliverables shall be submitted to the Contracting Officer's Representative (COR) at the address indicated in Section G, Clause 5252.201-9501.

Items 4000, 4001 and Option Items 4100, 4101, 7200, 7201, 7300, 7301, 7400, and 7401 - Packaging and marking are not applicable to these items.

Items 6000 and Option Items 9200, 9300, 9400 - Packaging and marking shall be in accordance with the best commercial practice.

Items 4002 and Option Items 4102, 7202, 7302, and 7402 - The data to be furnished hereunder shall be packaged and marked in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).

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

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

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

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

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

(1) Metson Marine Services, Inc.  
2060 Knoll Dr. #100  
Ventura, CA 93003

(2) N00178-05-D-4453-M801

(3) ~~████████████████████~~

(4) Competitively awarded

(5) sponsor: Jack Lockamy  
(Name of Individual Sponsor)  
ATMO AIR 5.3  
(Name of Requiring Activity)  
Key West, FL  
(City and State)

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 33 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

Clauses specified in Section E of the basic SeaPort-e contract are hereby fully and expressly incorporated into this task order.

Items 4000, 4001, 6000, 6001, 6002, and 6004 and Option Items 6003, 4100, 4101, 6100, 6101, 6102, 6103, 6104, 7200, 7201, 7300, 7301, 7400, 7401, 9200, 9201, 9202, 9203, 9204, 9300, 9301, 9302, 9303, 9304, 9400, 9401, 9402, 9403, and 9404 - Inspection and acceptance of the services called for hereunder shall be performed in accordance with Section C at the destination approved and accepted by the Contracting Officer's Representative (COR). The Government will monitor the contractor's performance to ensure compliance with contract requirements, inclusive of terms and conditions, in accordance with Section C, Statement of Work and Section J, Attachment 2, Quality Assurance Surveillance Plan (QASP).

Item 4002 and Option Items 4102, 7202, 7302, and 7402 - Inspection and acceptance shall be in accordance with Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL). Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

<u>CLIN</u>	<u>Description</u>	<u>Contract Year</u>	<u>Inspection At</u>	<u>Inspection By</u>	<u>Acceptance At</u>	<u>Acceptance By</u>
All CLINs PoP	Various Destination	Entire Government	Destination	Government		

### CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

### CLAUSES INCORPORATED BY FULL TEXT

#### 5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998)

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: Jack Lockamy

Activity: Naval Air Warfare Center - Aircraft Division. AIR 5.3.3

Address: Atlantic Targets Marine Operations, Whiting Ave., Pier D-1, Trumbo Point, Key West, FL.  
33040

Phone: 305-293-2078

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for the contractor's representative.

#### 5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled N/A. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 34 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	7/1/2013 - 6/30/2014
4001	7/1/2013 - 6/30/2014
6000	7/1/2013 - 6/30/2014
6001	7/1/2013 - 6/30/2014
6002	7/1/2013 - 6/30/2014
6004	7/1/2013 - 6/30/2014

### CLIN - DELIVERIES OR PERFORMANCE

Note: Unless otherwise specified in the Task Order, all provisions and clauses of Section F of the Basic Seaport-e Multiple Award Contract apply to this task order, in addition to the following:

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

4000	7/1/2013 - 6/30/2014
4001	7/1/2013 - 6/30/2014
6000	7/1/2013 - 6/30/2014
6001	7/1/2013 - 6/30/2014
6002	7/1/2013 - 6/30/2014
6004	7/1/2013 - 6/30/2014

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

4100	7/1/2014 - 6/30/2015
4101	7/1/2014 - 6/30/2015
6003	7/1/2013 - 6/30/2014
6100	7/1/2014 - 6/30/2015
6101	7/1/2014 - 6/30/2015
6102	7/1/2014 - 6/30/2015
6103	7/1/2014 - 6/30/2015
6104	7/1/2014 - 6/30/2015
7200	7/1/2015 - 6/30/2016
7201	7/1/2015 - 6/30/2016
7300	7/1/2016 - 6/30/2017
7301	7/1/2016 - 6/30/2017
7400	7/1/2017 - 6/30/2018
7401	7/1/2017 - 6/30/2018
9200	7/1/2015 - 6/30/2016

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 35 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

9201	7/1/2015 - 6/30/2016
9202	7/1/2015 - 6/30/2016
9203	7/1/2015 - 6/30/2016
9204	7/1/2015 - 6/30/2016
9300	7/1/2016 - 6/30/2017
9301	7/1/2016 - 6/30/2017
9302	7/1/2016 - 6/30/2017
9303	7/1/2016 - 6/30/2017
9304	7/1/2016 - 6/30/2017
9400	7/1/2017 - 6/30/2018
9401	7/1/2017 - 6/30/2018
9402	7/1/2017 - 6/30/2018
9403	7/1/2017 - 6/30/2018
9404	7/1/2017 - 6/30/2018

Services to be performed hereunder will be provided at NAWCAD Atlantic Targets and Marine Operations Key West (ATMO KW) facility in Key West, Florida which includes an "Operational Center" located at NAVSTA Mayport, FL.

**5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Naval Air Systems Command, Code 2.5.1.11, 21983 Bundy Road, Bldg. 441, Patuxent River, MD 20670.

(2) ACO, To be determined at task order award.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: Naval Air Warfare Center, Aircraft Division

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 36 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

**5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)**

The services to be performed herein shall be performed at:

NAVAIR 5.3.3, ATMO DET Key West  
Pier D-1, Bldg. B-27 CG  
Trumbo Point Annex  
Key West, FL 33040

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 37 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

Clauses specified in Section G of the Seaport-e basic contract are incorporated into this order if applicable.

### 252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

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

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

a) Definitions. As used in this clause--

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

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

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

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

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

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

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

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

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

### 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 38 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement. Appendix F--Material Inspection and Receiving Report.

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)  
(JAN 2012)**

(a) The Contracting Officer has designated/appointed Jack Lockamy, Whiting Ave., Pier D-1, Trumbo Point, Key West, FL. 33040, Code 5.3.3., (305)-293-2078 as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties: See Section J, Attachment 9, Contracting Officer Representative Designation Form.

(b) The effective period of the COR designation/appointment is from May 30, 2013 to June 30, 2018.

**5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)**

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

**5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES  
(NAVAIR)(MAY 2012)**

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontracts. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

**5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES  
(NAVAIR)(DEC 2012)**

The following applies to the prime contractors and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with the contract CDRL A012. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government. **General:** The contractor shall segregate costs incurred under this contract and provide a report as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL A012. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable". The data tables outlined in Attachment 3 shall be utilized as required herein and attached to the report.

(a) **Incurred Costs:**

(1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs include in Attachment 3.



CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 39 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

(2) **Labor:** Incurred costs for labor shall be reported by completing the "invoiced labor" tab, and, if applicable, the "If Individuals>Hourly Tripwire" tab included in Attachment 3. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

(3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in Attachment 3. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in Paragraph (C) of the H.10 Savings Clause of (Contractor's) basic Seaport-e contract."

(b) **Progress:** A description of progress made during the invoice period by SOW tasking shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

#### 5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained (FAR 42.302 (a))	Retained for Performance By:
3. Conduct Post-award orientation conference	PCO
4. Review and evaluate contractor's proposals	PCO, TPOC, using activity
10. Attempt to resolve controversies using ADR procedures...	PCO
16. Ensure timely notification by the contractor of estimated cost overruns...	COR
24. Negotiate and execute documents for termination by convenience	PCO
27. Perform property administration	COR
30. (i) through (iv) - Property management duties	COR
34. Monitor contractor labor relations..	PCO/COR
38. Ensure contractor compliance with contractual quality assurance requirements	COR
39. Ensure contractor compliance with contractual safety requirements	COR
47. Assist in evaluating/recommending acceptance	PCO, COR, using activity

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 40 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

of waiver/deviation requests	
51. Consent to placement of subcontracts	PCO
58. Ensure timely submission of required reports	COR
59. Issue administrative changes, error corrections, etc.	PCO
67. Support the program office for reviews, status, problem resolution	PCO, COR, TPOC

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
None	PCO

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html> .

#### 11RA HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF: Type of Document (contracting officer check all that apply)

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 41 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

Invoice (FFP Supply & Service) Invoice and Receiving Report Combo (FFP Supply)

Invoice as 2-in-1 (FFP Service Only)

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

Receiving Report (FFP, DD250 Only)

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

Issue DODAAC N00421

Admin DODAAC Block 6 of TO Cover

Pay Office DODAAC Block 12 of TO Cover

Inspector DODAAC N00421

Service Acceptor DODAAC N00421

Service Approver DODAAC N00421

Ship To DODAAC N00421

DCAA Auditor DODAAC TBD

LPO DODAAC TBD

Inspection Location See Section E

Acceptance Location See Section E

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

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order bases, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries by individual labor categories, rates, and hours (both straight time and overtime) invoices; as well as a cost breakdown of ODC's (material and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODC's, materials and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

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

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact to be determined at Task Order award.

Accounting Data

SLINID	PR Number	Amount
400001		
-----		
LLA :		
AA 97X4930 NH2A 257 77777 0 050120 2F 000000 A20001756817		
CIN: 130035452600003		

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 42 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

400002 -  
LLA :  
AB 97X4930 NH2A 257 77777 0 050120 2F 000000 A00001756817  
CIN: 130035452600001

400003  
LLA :  
AC 97X4930 NH2A 257 77777 0 050120 2F 000000 A10001756817  
CIN: 130035452600002

400004  
LLA :  
AD 97X4930 NH2A 257 77777 0 050120 2F 000000 A30001756817  
CIN: 130035452600004

400101  
LLA :  
AD 97X4930 NH2A 257 77777 0 050120 2F 000000 A30001756817  
CIN: 130035452600005

600001  
LLA :  
AD 97X4930 NH2A 257 77777 0 050120 2F 000000 A30001756817  
CIN: 130035452600006

600101  
LLA :  
AD 97X4930 NH2A 257 77777 0 050120 2F 000000 A30001756817  
CIN: 130035452600007

600401  
LLA :  
AD 97X4930 NH2A 257 77777 0 050120 2F 000000 A30001756817  
CIN: 130035452600008

BASE Funding --  
Cumulative Fundin

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 43 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-1 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

### H-2 VESSEL COLLISION LIABILITY AND PROTECTION AND INDEMNITY LIABILITY INSURANCE

The contractor shall procure and maintain during the entire period of performance under this order the minimum insurance amount of \$5,000,000.00 for Vessel Collision Liability and Protection and Indemnity Liability.

Prior to the commencement of work hereunder, the contractor shall furnish to the contracting officer a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such a period as may be prescribed by the laws of the state in which this order is to be performed and in no event less than thirty (30) days after written notice thereof to the contracting officer.

The contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

Coverage should specify the South Florida and Caribbean areas and shall be required for all vessels which may be utilized under this order.

Admiralty type of coverage shall name the United States Government as an additional insured party in the protection and indemnity policy. This shall be at no additional cost to the Government.

### H-3 MESSING OF PERSONNEL

"Messing of Personnel". Reimbursement under this order is intended to include authorized personnel while at sea, not on travel status, and authorized crew members for the vessel. The amount set forth herein of \$20.00 per day per man includes messing for a 24 hour period. For daily operations (less than 24 hours) the following schedule shall apply for messing:

Breakfast \$6.50

Lunch \$5.50

Dinner \$8.00

Breakfast will be provided and reimbursement authorized for departure times before 0800 hours only.

Dinner will be provided and reimbursement authorized for return times after 1800.

For vessels without galley equipment, a box lunch will be provided at the lunch rate of \$6.00.

Government personnel on travel status will be charged the above rates under the same circumstances.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 44 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

#### H-4 INDEMNITY LIABILITY INSURANCE.

The contractor agrees to indemnify the Government for all costs and/or future liabilities that arise from or are associated with the contractor's employees occupying quarters on the Navy's vessels during non-duty hours. These costs and liabilities include but are not limited to damage to Government property, excessive wear and tear to Government equipment, and any sort of injury to the contractor's employees or to any one who would not have been on the Navy installation or Navy vessel but for the presence of the contractor's employees during non-duty hours.

The Government further stipulates that a minimum of two and a maximum of seven (per vessel) of marine personnel may be granted permission to live aboard the following vessels:

NAWC-38 and HUNTER.

Requests to have live aboards shall be submitted in writing to the Contracting Officer Representative (COR). The request shall identify the employee by name, social security number, and labor category as stated in Section C. The request shall also state which vessel the employee will be billeted and the current occupancy of the vessel.

#### 5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [N/A]. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 45 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 3 years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(b)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 46 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

[ ] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 3 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[ ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

#### **5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)**

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.



CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 47 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

**5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (NAVAIR) (OCT 1994)**

A Service Contract Act (SCA) wage determination has been requested from the U.S. Department of Labor. Until receipt of a wage determination, Attachment 6 and 7 will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

**5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)**

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
  - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
  - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
  - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
  - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

**5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)**

- (a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.
- (b) For violation of export laws, the contractor, its employees, officials or agents are subject to:
- (1) Imprisonment and/or imposition of criminal fines; and
  - (2) Suspension or debarment from future Government contracting actions.
- (c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.
- (d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 48 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

**5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)**

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

**5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (NAVAIR) (MAR 2007)**

(a) The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.

(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at: <https://mynavair.navy.mil/>

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.

(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to exercise of any of the rights granted under this clause, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR)(MAY 2012)**

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 49 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office,

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 50 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

**5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)**

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the first 12 months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 51 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

**5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (APR 2011)**

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or SeaPort-e Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract."

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

(c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.

(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

(iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.

(v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.

(vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.

(vii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

\*Note: Clause 5252.242-9515 is also applicable to Dry Docking.

**5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)**



CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 53 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

	(Inventory)						
N00421-12-C-0038	Attachment 2 -Vessel Particular Equipment	See Attach-ment 2	See Attach-ment 2	See Attach-ment 2	See Attach-ment 2	See Attach-ment 2	See Attach-ment 2

(2) Government furnished property to be provided under this contract:

Nomenclature/ Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
See Section J – Attachment 4, 5, and 6 of this contract	See Attachments 4, 5, and 6	See Attachments 4, 5, and 6	See Attachments 4, 5, and 6	See Attachments 4, 5, and 6	See Attachments 4, 5, and 6	See Attachments 4, 5, and 6

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature/ Description	Part/ Model Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
None						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

Schedule/Source	Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
None						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

## 11RA H.18 DATA RIGHTS

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 54 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d).

The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

(a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order.

For each background invention, the list shall identify:

- (a) patent or pending patent application number;
- (b) title of the patent or pending patent application;
- (c) issue date of the patent, or filing date of the pending patent application;
- (d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
- (e) the nature of the Contractor's right, title or interest in the background invention;
- (f) if the Government or any third part has any right, title or interest in the background invention; and
- (g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.



CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 55 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 594,910 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 2,288.12 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee (Required LOE - Expended LOE)  
Required LOE

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder,

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 56 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan. \*














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

\* The Contracting Officer referred to, in paragraph (j), is the Task Order Contracting Officer.

**SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this task order for payment of cost for incrementally funded CLINs/SLINs is set forth below.

As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>CLIN/SLIN</u> <u>PERFORMANCE</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>PERIOD OF</u>
4000 30 June 2014			01 July 2013 to
4001 June 2014			01 July 2013 to 30
6000 June 2014			01 July 2013 to 30
6001 June 2014			01 July 2013 to 30
6004 June 2014			01 July 2013 to 30
TOTAL COST			
TOTAL FEE			
TOTAL FUNDED			


(b) The parties contemplate that the Government will allot additional amounts to this task order from time to time for the incrementally funded CLINs/SLINs by unilateral task order modification, and any such modification shall

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 57 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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

It is estimated that these incremental funds will provide for  .s. The following details funding to date:  
01 August 2013.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 58 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

CLAUSES SPECIFIED IN SECTION I OF THE SEAPORT-E BASIC CONTRACT ARE INCORPORATED INTO THIS ORDER, IF APPLICABLE

### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a COST PLUS FIXED FEE contract resulting from this solicitation.

The following clauses are included by reference:

52.203-16	Preventing Personal Conflicts of Interest	Dec 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.216-8	Fixed Fee	Jun 2011
52.219-6	Notice of Total Small Business Set-Aside	Nov 2011
52.219-8	Utilization of Small Business Concerns	Jan 2011
52.219-14	Limitations On Subcontracting	Nov 2011
52.222-41	Service Contract Act of 1965	Nov 2007
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	Nov 2011

The following clauses are incorporated by full text:

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor on or before the expiration of the task order period of performance.

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

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

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
All CLINs	Within 30 days of POP end date

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

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

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

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed Zero (0) hours or the overtime premium is paid for work --

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 59 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

(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 multishift operations or by employing additional personnel.

#### 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 60 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

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

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

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

(i) Posted in a conspicuous place at the worksite; or

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

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

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 61 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 62 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

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

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

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

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

#### **52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer NAWCAD, 21983 Bundy Rd., Bldg. 441, Patuxent River, MD 20670 by obtaining written and dated acknowledgment of receipt from John Tomechko, (301) 757-7032, [john.tomechko@navy.mil](mailto:john.tomechko@navy.mil).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*[Insert one or more Internet addresses]*

#### **52.244-2 SUBCONTRACTS (OCT 2010)**

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

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

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

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

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



CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 63 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

(2) Is fixed-price and exceeds--

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

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

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

(e)

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

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

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 64 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

    N/A    

---

#### 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2012)

- (a) *Definitions.* As used in this clause:
- (1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
  - (2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
  - (3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
  - (4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
  - (5) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
    - (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
    - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
  - (6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 65 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed", the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

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

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

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

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

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

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

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

(13) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

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

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(i) The reproduction, release, disclosure, or use is--

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

(1) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 66 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract there under, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

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

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 67 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)

(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

### (3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data. \*

(iv) The Contractor acknowledges that--

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

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

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

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 68 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

contractor's use of the limited rights data as set forth in the clause at 252.227-7025, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and (E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

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

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

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

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

Identification and Assertion of Restrictions on

the Government's Use, Release, or Disclosure of Technical Data.

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

Technical data	Basis for	Asserted	Name of
----------------	-----------	----------	---------

to be furnished	assertion	rights	person
with restrictions		category	asserting
			restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

(1) If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

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

(4) Corporation, individual, or other person, as appropriate.

Date   N/A  

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 70 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. N00178-05-D-4453-M801

Contractor Name Metson Marine Services, Inc.

Contractor Address 2060 Knoll Dr. #100, Ventura, CA 93003

Expiration Date June 30, 2018

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

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights TBD

Contract No. N00178-05-D-4453-M801

Contractor Name Metson Marine Services, Inc.

Contractor Address 2060 Knoll Dr. #100, Ventura, CA 93003

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. N00178-05-D-4453-M801, License No. TBD (Insert license identifier)                     . Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

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



CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 71 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

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

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

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

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

(j) *Limitation on charges for rights in technical data.*

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

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

(ii) The data are available to the public without restrictions.

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

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

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

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 72 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

**252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION. (FEB 2012)**

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

(1) Commercial computer software means software developed or regularly used for nongovernmental purposes which--

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

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

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

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

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

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

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

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

(6) Covered Government support contractor means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

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

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

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 73 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

Restrictive Legends.

(7) Developed means that--

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

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

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

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

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

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

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

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

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

(12) Government purpose rights means the rights to--

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

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

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

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

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

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

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 74 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

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

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

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

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

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

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

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

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

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

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

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

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

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

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

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

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 75 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

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

(i) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

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

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

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

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

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

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

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

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 76 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

(iii) The Contractor acknowledges that--

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

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

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

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

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 77 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

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

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

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

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

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

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

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

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

Date  
Printed Name and Title  
Signature  
End of identification and assertion)

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

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

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 78 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

#### GOVERNMENT PURPOSE RIGHTS

Contract No. N00178-05-D-4453-M801  
Contractor Name - Metson Marine Services, Inc.  
Contractor Address - 2060 Knoll Dr. #100, Ventura, CA 93003  
Expiration Date - June 30, 2018

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

(End of legend)

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

#### RESTRICTED RIGHTS

Contract No. N00178-05-D-4453-M801  
Contractor Name - Metson Marine Services, Inc.  
Contractor Address - 2060 Knoll Dr. #100, Ventura, CA 93003

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

(End of legend)

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

#### SPECIAL LICENSE RIGHTS

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

(End of legend)



CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 79 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers. (1) Whenever any noncommercial computer software or computer

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 80 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

\*For technical data (other than computer software documentation) pertaining to items, components, or processes

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 81 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

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

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

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

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

Date \_\_\_\_\_  
 Printed Name and Title \_\_\_\_\_  
 \_\_\_\_\_  
 Signature \_\_\_\_\_

(End of identification and assertion)

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

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

#### **5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)**

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Station, Patuxent River, MD 20670. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to Jack Lockamy. All losses are to have the permanent badges returned to Security Officer, Naval Air Station, Patuxent River, MD 20670 on the last day of the individual's task requirement.

#### **5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

CONTRACT NO. N00178-05-D-4453	DELIVERY ORDER NO. M801	PAGE 82 of 82	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION J LIST OF ATTACHMENTS

ExhibitA\_CDRLs

Attachment1\_DD254

Attachment2\_QASP

Attachment3\_IncurredCostandProgressReportingforServices

Attachment4\_PeculiarMaintenanceEquipment

Attachment5\_RollingStockandDeckEquipment

Attachment6\_NAWCADKeyWestGFE

Attachment7\_WD05-2120

Attachment8\_WD94-0196

Attachment9\_ContractingOfficer'sRepresentativeDesignationForm