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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE <div style="text-align: center;">J</div> | | PAGE OF PAGES <div style="text-align: center;">1 14</div> | |
| 2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div> | | 3. EFFECTIVE DATE <div style="text-align: center;">31-Jul-2023</div> | | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO.(If applicable) | |
| 6. ISSUED BY <div style="text-align: center;">CODE</div> NAVAL SURFACE WARFARE CENTER PHILA CODE 0242, MICHAEL HUNTER MICHAEL.J.HUNTER86.CIV@US.NAVY.MIL 5001 SOUTH BROAD STREET PHILADELPHIA PA 19112 | | 7. ADMINISTERED BY (If other than item 6) <div style="text-align: center;">CODE</div> <div style="text-align: center; font-size: 1.2em;">See Item 6</div> | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | | | X 9A. AMENDMENT OF SOLICITATION NO. N6449823Q5188 | | | |
| | | | | X 9B. DATED (SEE ITEM 11) 14-Jul-2023 | | | |
| | | | | 10A. MOD. OF CONTRACT/ORDER NO. | | | |
| | | | | 10B. DATED (SEE ITEM 13) | | | |
| CODE | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to: 1. Post Q&A as of 31 July 2023 2. Update SOW to correct typos based on Q&A results (Change in red) All other terms and conditions remain unchanged. | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | | |
| | | | | TEL: _____ EMAIL: _____ | | | |
| 15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign) | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer) | | 16C. DATE SIGNED 31-Jul-2023 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

Q1. Please clarify SOW Section 3.0.5 which has a NTE of 20, but CLIN 0005 has QTY of 10?

A1. SOW Section 3.0.5 corrected to QTY of 10.

Q2. Could you please provide historical data for previous inspections?

A2. This requirement is a follow-on to previous awarded Contract N6449821P5007.

Q3. Please confirm and clarify the total number of replacement extinguishers?

A3. For 15.5-lbs Halotron Fire Ext, the number of replacements is ten (10) for each contract year. For 10-lbs ABC Fire Ext, the number of replacements is eight (8) for each contract year.

Q4. Could you please provide the current inventory list or would it be shared with the awarded contractor?

A4. SOW Table 1, provides a current inventory List of Fire Extinguishers and Locations.

Q5. I would like to confirm that these are typos?:

- Section 3.0.3 Replace 10-lbs ABS Fire Extinguisher, I would like to confirm that they will only need 10-lbs ABC Fire Extinguishers and not ABS
- In section 3.0.4 the first sentence talks about 10-lbs ABD Fire Extinguishers which isn't a type of fire extinguisher
- The last sentence in section 3.0.5, where it talks about the NTE Qty, has ten (10) typed but (20) next to it

A5. Corrections have been made to the SOW.

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

PERFORMANCE WORK STATEMENT

**Performance Work Statement (PWS) for
Fire Extinguisher Inspection and Maintenance Contract**

1.0 INTRODUCTION

1.0.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Code 1024 Safety, which is responsible for NSWCPD Facility Safety that includes the fire extinguisher program.

1.0.2 This contract is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied

1.0.3 Government/Contractor Relationship

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

1.0.3.2 The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

1.0.3.3 Contractor personnel under this Contract shall not engage in any of the inherently Governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

1.0.4 Employee Relationship:

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

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

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

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

1.0.4.4.1 The Contractor shall notify the Contracting Officer in writing via letter or email within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the Contractor's estimated date when, absent a response, cost, schedule or performance will be impacted.

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

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

1.1 BACKGROUND Naval Surface Warfare Center Philadelphia Division currently has 477 fire extinguishers distributed among 20 U.S. Navy-owned buildings or facilities throughout the Philadelphia Naval Business Center (PNBC) Campus, also known as the Philadelphia Navy Yard. NSWCPD's Safety Office, Code 1024, is responsible for ensuring all fire extinguishers are in working order and available when needed.

1.1.1 PWS Attachments. The following attachment forms part of this Performance Work Statement (PWS) and are incorporated by reference:

- PWS Attachment 1, PNBC Site Map (1 page).

1.2 SCOPE OF WORK The buildings identified in PWS Table 1 below are located in the PNBC, Philadelphia, PA. This contract is intended to account for NSWCPD growth during its period of performance. See PWS Table 1 below for the NSWCPD Fire Extinguisher Program's current fire extinguisher distribution by building and for an estimate of future-fire-extinguisher growth. In general, this contract includes inspection and maintenance of two types of fire extinguishers: 10-lbs ABS and 15.5-lbs Halotron; additionally, this contract provides for purchase, if needed, of replacement fire extinguishers. See PWS Section 3.0, Requirements, below for details. The contractor shall ensure that the program is in compliance with all aspects of current Federal (specifically 29 CFR 1910.157), Navy, National Fire Protection Association 10 (NFPA - standard for portable fire extinguishers), and local regulations. .

PWS Table 1, List of Fire Extinguishers and Locations

| NSWCPD Bldgs/Facilities | 10-Lbs ABCs | 15.5-Lbs Halotron | Total No. of Fire Ext. |
|------------------------------------------------------|------------------------|------------------------------|-----------------------------------|
| Current State | | | |
| Bldg 4 – Command Eng Complex | 58 | 2 | 60 |
| Bldg 29 – Machinery Networks Integration Facility | 27 | 1 | 28 |
| Building 44 – Under Renovation | 2 | - - - - | 2 |
| Bldg 77H – Eng Facility | 37 | 7 | 44 |
| Bldg 77L – Machinery Research and Eng Facility | 38 | 3 | 41 |
| Bldg 87 – Research and Development Facility | 47 | 2 | 49 |

| NSWCPD Bldgs/Facilities | 10-Lbs ABCs | 15.5-Lbs Halotron | Total No. of Fire Ext. |
|----------------------------------------------------------------------|------------------------|------------------------------|-----------------------------------|
| Bldg 519 – Included in Bldg 633 | ---- | ---- | 0 |
| Bldg 542 – Warehouse and Storage Facility | 20 | ---- | 20 |
| Bldg 633 – Research Test Facility | 53 | 27 | 80 |
| Bldg 666 – Pump House | 2 | ---- | 2 |
| Bldg 670 –Storage | 2 | ---- | 2 |
| Bldg 745 – Carpenter Shop, Included in Bldg 666 | ---- | ---- | ---- |
| Bldg 756 – Test Support Facility | 3 | ---- | 3 |
| Bldg 771 – Storage Facility | 1 | ---- | 1 |
| Bldg 776 – Fuel Cell | 2 | ---- | 2 |
| Bldg 824 – Small Gas Turbine Facility | 1 | ---- | 1 |
| Tank Farm 951 | 2 | ---- | 2 |
| Bldg 1000 – SSE Test Facility | 102 | 2 | 104 |
| Bldg 1032 – Admin/Office | 2 | ---- | 2 |
| Bldg 1055 – Antenna Facility | 4 | ---- | 4 |
| Bldg TBD – MILCON P-758 | 30 | ---- | 30 |
| Current State SubTotal | 433 | 44 | 477 |
| Future State, Not to Exceed (NTE) 10 Percent of Current State | | | |
| Unplanned Requirement | 33 | 10 | 43 |
| Future State SubTotal | 33 | 10 | 43 |
| Grand NTE Totals | 466 | 54 | 520 |

2.0 APPLICABLE DOCUMENTS

2.0.1 Federal Navy, National Fire Protection Association 10 (NFPA - standard for portable fire extinguishers 29 CFR 1910.157),

<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.157>

The Contractor shall reference and utilize the latest version available when performing tasks within this PWS.

3.0. REQUIREMENTS

The requirements for the fire extinguishers of this contract and as listed in PWS Table 1 above are described in the six sections below:

3.0.1 Monthly Documented Inspections – A monthly visual inspection determines whether the fire extinguisher is properly placed and will operate. Its purpose is to give reasonable assurance that the fire extinguisher is fully charged and will function effectively if needed. The maximum time period between inspections is 45 days. An inspection should determine that the extinguisher is in its designated place, conspicuous and not blocked in any way. Also, that the extinguisher has not been activated or partially and/or completely emptied, not been tampered with, and has

not sustained any obvious physical damage or been subjected to an environment that could interfere with its operation – such as corrosive fumes. Operating instructions on nameplate must be legible and facing outward. If the extinguisher is equipped with a pressure gauge and/or tamper indicators, the inspection should show conditions to be satisfactory. If the pressure gauge is not in operable range the contractor shall re-charge as required. In addition, the fire extinguisher inspection record tag shall be initialed to verify inspection. The contractor shall record the monthly inspection date and retain this record for three years. The contractor shall make every attempt to get into all spaces by contacting NSWCPD personnel via phone or email. Contractor MUST notify Building 633 point of contact (POC) a minimum of 48 hours prior to inspection to allow for escorts. A copy of the record (hard copy and electronic with dates of inspection on all sheets) shall be forwarded to the NSWCPD Safety Office, Code 1024.

3.0.2 Annual Documented Inspection – An annual inspection should determine that the extinguisher is in its designated place, conspicuous and not blocked in any way. Also, that the extinguisher has not been activated or partially and/or completely emptied, not been tampered with, and has not sustained any obvious physical damage or been subjected to an environment that could interfere with its operation – such as corrosive fumes. Operating instructions on nameplate must be legible and facing outward. If the extinguisher is equipped with a pressure gauge and/or tamper indicators, the inspection should show conditions to be satisfactory. If the pressure gauge is not in operable range the contractor shall re-charge as required. In addition, the fire extinguisher inspection record tag shall be initialed to verify inspection. The contractor shall replace the inspection tag to properly record the annual inspection date and retain this record for three years. The annual inspection shall ensure that all fire extinguisher parts (rings and seals) are in working order. The contractor shall make every attempt to access all spaces by contacting NSWCPD personnel via phone or email. Contractor MUST notify Building 633 POCs a minimum of 48 hours prior to inspection to allow for escorts. A copy of the record (hard copy and electronic with dates of inspection on all sheets) shall be forwarded to the NSWCPD Safety Office, Code 1024.

3.0.3 Replace 10-lbs ABC Fire Extinguisher – If a 10-lbs ABC fire extinguisher fails to hold a full charge, authorization to replace shall be submitted in writing to the Technical Point of Contact (TPOC). If authorization is given, it shall be replaced in matching type and size. If replaced, the contractor shall document accordingly in the report. The new extinguishers must be serviceable for twelve (12) years before hydrostatic testing. Authorization is required by TPOC prior to replacement. The not-to-exceed (NTE) quantity is eight (8) for each contract year.

3.0.4 Six-Year Service 10-Lbs ABC Fire Extinguisher – The contractor shall remove the 10-lbs ABC fire extinguisher, perform 6-year service, and return the extinguisher to its proper place no later than the next scheduled visit. A loaner extinguisher, of matching type and size, shall be provided during this service time frame. Authorization to perform 6 year service shall be submitted in writing to the TPOC. If authorization is given, it 6-year service shall be performed, and the contractor shall document accordingly in the report. Six-year service shall include new O-rings if necessary. The not-to-exceed (NTE) quantity is twenty (20) for each contract year.

3.0.5 Replace 15.5-Lbs Halotron Fire Extinguisher – Replace a 15.5-lbs Halotron fire extinguisher if it is not in the operable range. Authorization to replace shall be submitted in writing to the TPOC. If authorization is given, it shall be replaced in matching type and size. If replaced, the contractor shall document accordingly in the report. The new extinguishers must be serviceable for twelve (12) years before hydrostatic test. The not-to-exceed (NTE) quantity is ten (10) for each contract year.

3.0.6 Six-Year Service 15.5-Lbs Halotron Fire Extinguisher – The contractor shall remove the 15.5-lbs Halotron fire extinguisher, perform 6-year service, and return the extinguisher to its proper place no later than the next scheduled visit. A loaner extinguisher, of matching type and size, shall be provided during this service time frame. Authorization to perform 6 year service shall be submitted in writing to the TPOC. If authorization is given, it 6-year service shall be performed, and the contractor shall document accordingly in the report. Six-year service shall include new O-rings if necessary. The not-to-exceed (NTE) quantity is ten (10) for each contract year.

4.0 DATA REQUIREMENTS

The data reporting requirements for this contract are described in the following two sections:

4.0.1 Contractor Monthly Inspection Report (CDRL A001) – This Contract Data Requirements List (CDRL) shall include a Contractor Monthly Contractor Inspection Report that updates and maintains the fire-extinguisher inventory at NSWCPD. The report shall contain fire extinguisher serial numbers, hydrostatic testing date, six-year dates, and all inspection areas identified in PWS Section 3.0.1 above. The report shall be approved by the NSWCPD TPOC. Electronic and hard copy of Monthly Contractor Inspection Report (with dates and comments) shall be provided to NSWCPD TPOC no later than 30 days after inspection. The contractor shall record the monthly inspection date and retain this record for three years

4.0.2 Contractor Annual Inspection Report (CDRL A002) – This CDRL shall include a Contractor Annual Inspection Report that updates and maintains the fire-extinguisher inventory at NSWCPD. The report shall contain fire extinguisher serial numbers, hydrostatic testing date, six-year dates, and all inspection areas identified in PWS Section 3.0.2 above. The report shall be approved by the NSWCPD TPOC. Electronic and hard copy of Annual Contractor Inspection Report (with dates and comments) shall be provided to NSWCPD TPOC no later than 30 days after inspection. The contractor shall record the annual inspection date and retain this record for three years

5.0 SECURITY REQUIREMENTS

5.1 CITIZENSHIP REQUIREMENTS: Work under this contract is restricted to U.S. citizens. No employee or representative of the Contractor will be admitted to the work site unless he furnishes satisfactory proof that he is a citizen of the United States. In accordance with current NSWCPD security protocol, contractor employees who hold dual-U.S. citizenship will not be granted security clearance to NSWCPD facilities. Documents acceptable for Proof of Citizenship include:

- 5.1.1 Birth registration card.
- 5.1.2 Certificate of live birth, birth certificate.
- 5.1.3 Certificate of Naturalization.
- 5.1.4 Certificate of registration.
- 5.1.5 DD-214 (Must Cite Birthplace).
- 5.1.6 DD Form 4 (Contract for Enlistment and Must Cite Birthplace).
- 5.1.7 DD 1966 (Application for Enlistment).
- 5.1.8 Military discharge papers (must cite birthplace).
- 5.1.9 Delayed birth certificate.
- 5.1.10 Hawaii certificate of foreign birth.
- 5.1.11 Hospital birth certificate.
- 5.1.12 Marriage license certificate.
- 5.1.13 Merchant marine certificate.
- 5.1.14 Military officer ID card.
- 5.1.15 Notification of birth registration.
- 5.1.16 State of Hawaii ID card.
- 5.1.17 USA passport.
- 5.1.18 Verbal inquiry with State of Hawaii Vital Statistics Office.

5.2 Application for Contractor Identification Badges: The Contractor's employees or representatives who will be working inside NSWCPD facilities or secure perimeters must obtain a Contractor's Identification (ID) badge which can be valid for up to six (6) months. The Contractor will be required to submit a Letter of Badge Request on company letterhead to the NSWCPD Technical Point of Contract (TPOC) including the contract name, contract number, contract duration, building/location of work, TPOC contact information, NSWCPD point-of-contact information, and the names and personal information for each contractor employee or representative (DOB, SSN, place of birth, citizenship status) to the TPOC for Security review and approval. A Letter of Badge Request is required to be submitted whenever expiring badges are needed to be renewed for continued work on the contract, containing the same information included in the initial request.

For Contractor employees or representatives that do not have a CONFIDENTIAL or higher security clearance, the Contractor shall provide a completed **SECNAV 5512/1** (DoN Local Population ID Card/Base Access Registration) **Form** for each employee or representative to the TPOC for CNRMA (Command Navy Region Mid-Atlantic) vetting, review and approval.

Once approved, the Contractor's employees or representatives will report to NSWCPD Security Code 105 (Building 29) with a completed I-9 form, along with two forms of identification specified on the I-9 form, for issuance of the ID badge. The Contractor must obtain the required employee ID badges from the Government at his own expense, at no additional cost. The ID badge must be returned within five (5) calendar days to Security (Building 29) when an employee leaves the Contractor's service, when the job is complete, or the ID badge has expired. The Government is not responsible for any cost or lost time associated with obtaining or the use of daily or Contractor ID badges.

5.2.1 One-Day Visitor Badges: The Contractor's employees or representatives may obtain a daily Visitor's badge from the Security desk inside NSWCPD facilities, however, a Government escort will be required at all times and the badge will only be valid for the facility where the badge was issued. The use of daily visitor's ID badge is not recommended as a Government escort must be scheduled in advance and escort's availability is severely limited and granted on a case-by-case basis (i.e., availability is not guaranteed). The Contractor's personnel would have to obtain daily passes, be subject to daily mandatory vehicle inspection, and would have limited access to the installation if using a Visitor badge. The Government is not responsible for any cost or lost time associated with escort availability in conjunction with the use of Visitor's badges for the Contractor's employees or representatives.

5.3 GENERAL ACCESS REQUIREMENTS AND RESTRICTIONS: The following access requirements and restrictions apply to work at any NSWCPD facility or secured perimeter. Contractor personnel must have a building-access-and-ID badge, also referred to as a "swipe badge," for NSWCPD building access except Bldg 633 as stated in PWS Section 3.0.2 above.

5.3.1 No employee or representative of the Contractor will be admitted to the site of the work unless they have satisfactorily completed the Application for Contractor Identification Badge process and have furnished satisfactory proof that they are a citizen of the United States. The Government Security Office must approve each base application form before the employee or representative will be authorized admittance to the site of work by the Government.

5.3.2 The Contractor is responsible to collect and account for all identification badges issued to their personnel at the expiration of the contract, expiration of the badge or when no longer required. Collected badges must be returned by the Contractor to the NSWCPD Security Office (Building 29).

5.3.3 Comply with all security regulations and policy currently in force by the Government Security Office having jurisdiction and as communicated directly by Government Security personnel or as conveyed by the TPOC.

5.3.4 Employees or representatives of the Contractor, while working at NSWCPD, must display the Government issued badge over the front of their outer clothing at all times.

5.3.5 Roll-up/garage doors are only permitted to be opened by Government personnel or Access Control Personnel (ACP). The ACP or Government personnel must guard the door during the entire time the door is un-secured. The doors must be secured immediately following its use, unless otherwise permitted by the Command Security Director.

5.3.6 Fence gates are only permitted to be opened by Government personnel or Access Control Personnel (ACP). The ACP or Government personnel must guard the gate during the entire time the gate is un-secured. The gate must be secured immediately following its use, unless otherwise permitted by the Command Security Director.

5.3.7 Commercial vehicles (with company logo) that are required to enter a U.S. Government fence line or secured perimeter or enter the building itself at any NSWCPD facility must be

inspected by the Government Motor Vehicle Inspection Team (MVIT) currently situated adjacent to Bldg 753 along Langley Avenue prior to entering the property. No personally-owned vehicles (POVs) are permitted within the fence line perimeter of any NSWCPD facility. Coordinate vehicle inspections with the TPOC. The Contractor must obtain parking passes for company vehicles, if required, from the Procuring Contracting Officer. The company name must be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles must display a valid state license plate and safety inspection sticker, if applicable, and must be maintained in good repair.

5.3.8 No Contractor or personally owned cameras are allowed inside NSWCPD facilities. If photographs are required for design or construction records, submit a written request to the Procuring Contracting Officer to have photographs taken by a Government Official using a Government camera. Photographs taken by the Government will be reviewed by Security before release to the Contractor.

5.3.7 If a security alarm is required to be temporarily disabled for a construction activity the Contractor must submit a completed Request to Mask Security Alarm form to the TPOC at least three business days in advance of the required date. The TPOC will coordinate with the NSWCPD Security Office to obtain approval for the request.

5.4. GENERAL: Security Classification Guidance, when invoked in individual task orders, must be in accordance with the following:

- (a) Level of safeguarding required: Confidential.
- (b) Access to information and equipment: classified at the Confidential National Security Information (C-NSI) level, when providing industrial support services within facilities that actively support the Navy Nuclear Propulsion Program (NNPP).
- (c) All Contractor personnel accessing classified information or classified material, associated with the performance work relative to the resultant contract, must be solely United States citizens, (no foreign nationals or dual citizenship) and must have and maintain at a minimum a final confidential security clearance, at time of task order award.
- (d) The Contractor is responsible for completing all required government mandated training to maintain security and network access to Government sites and IT systems, as necessary to support.

5.5 IDENTIFICATION OF CONTRACTOR EMPLOYEES

5.5.1 The Contractor must provide to the Procuring Contracting Officer the name or names of the responsible supervisory person or persons authorized to act for the Contractor as outlined in NSWCPD Site Access Requirements.

5.5.2 The Contractor must furnish sufficient personnel to perform all work specified within the contract.

5.5.3 Contractor employees must conduct themselves in a proper, efficient, courteous, and businesslike manner.

5.5.4 The Contractor must remove from the site any individual whose continued employment is deemed by the Procuring Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

5.5.5 No employee or representative of the Contractor will be admitted to the site of work until and unless they have satisfactorily met, the requirements outlined in NSWCPD Site Access Requirements.

5.5.6 All Contractor/subcontractor employees working under this contract must be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification must not be substituted for station required passes or badges.

5.5.7 All contractor personnel must carry photographic ID at all times while on site to present to security access personnel and government law enforcement officers.

5.6 FACILITY ACCESS DETERMINATION: A Facility Access Determination (FAD) will be completed on any contractor that does not have a favorable adjudicated investigation in JPAS and is requesting swipe/non-swipe access to buildings in excess of 120 days. Any contractor that has unfavorable information that has not been favorably adjudicated by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.

5.7 SECURITY TRAINING. The contractor will have no need for and no access to Government computers or IT systems. PWS Section 5.7 provided for information only, or if needed in the future and approved by the Procuring Contracting officer as documented by a contract modification.

5.7.1 In accordance with the National Industrial Security Program Operating Manual (NISPOM) (37 CFR Part 117), Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated Tier 3 by the Vetting Risk Operations Center (VROC). An interim clearance is granted by VROC and recorded in the Defense Information System for Security (DISS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD buildings. Furthermore, if the Navy Central Adjudication Facility, have made an unfavorable determination access will be denied. For Common Access Card (CAC) you must have an open investigation and/or a favorably adjudicated investigation. Interim security clearance are acceptable for a CAC. Access will be denied for anyone that has eligibility pending in DISS. Vetting through the National Crime Information Center, Sex Offender Registry, and the Terrorist screening database shall be process for a contractor that does not have a favorable adjudicated investigation.

5.7.2 Within 30 days after contract award, the contractor shall submit a list of all contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC and or Standard Access Control Badge (SACB), the systems the employee

can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

5.8 ON SITE WORK. Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship. Any contractor that has unfavorable information that has not been favorably adjudicated, by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed. Additional security vetting and badging requirements and information are provided in PWS Sections 5.1 and 5.2 above.

5.8.1 In accordance with NSWCPD security protocol, contractor employees who hold dual citizenship will not be granted security clearance to our facilities.

5.9 OPERATIONS SECURITY (OPSEC)

5.9.1 The Contractor shall protect critical information associated with this contract to prevent unauthorized disclosure. The NSWC Philadelphia Division's (NSWCPD) Critical Information List (CIL)/ CIIL (Critical Indicators and information list) will be provided on site, if warranted. Performance under this contract requires the contractor to adhere to OPSEC requirements. The Contractor may not impose OPSEC requirements on its subcontractors unless NSWCPD approves the OPSEC requirements. During the period of this contract, the Contractor may be exposed to, use, or produce, NSWCPD Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NSWCPD's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI) unless such FOCI has been appropriately mitigated through measures approved by the Defense Counterintelligence and Security Agency. Questions concerning these requirements shall be directed to the PCO.

5.9.2 CUI correspondence transmitted internally on the contractor's unclassified networks or information systems, and externally, shall be protected per NIST SP-800-171, Protecting Controlled Unclassified Information (CUI) in Non-federal Systems and Organizations. Assembled large components/systems being transported to and from testing areas, other production or government facilities (whether or not on public roadways) shall be in an enclosed van trailer or covered flatbed trailer. Component/System outside storage, staging, and test areas shall be shielded/obscured from public view wherever physically possible.

5.9.3 NSWCPD's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet pages or public facing websites. Media requests related to this project shall be

directed to the PCO, and the COR who will forward the required to the NSWCPD Public Release Authority for review.

5.9.4 Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive, Company Proprietary information related to this or other program must be immediately reported to the contractor's Facility Security Officer and Cognizant Security Office and/or the Naval Criminal Investigative Service, and the NSWCPD Security Division (Code 105).

5.10 RECEIPT, STORAGE, AND GENERATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) All Controlled Unclassified Information (CUI) associated with this contract must follow the minimum marking requirements of DoDI 5200.48, Section 3, paragraph 3.4.a, and include the acronym "CUI" in the banner and footer of the document. In accordance with DoDI 5200.48, CUI must be safeguarded to prevent Unauthorized Disclosure (UD). CUI export controlled technical information or other scientific, technical, and engineering information must be marked with an export control warning as directed in DoDI 5230.24, DoDD 5230.25, and Part 250 of Title 32, CFR. Nonfederal information systems storing and processing CUI shall be protected per NIST SP-800-171, or subsequent revisions. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy CUI associated with this contract by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

6.0 PLACE OF PERFORMANCE

6.1 Performance will occur at the following Government Site: the Naval Surface Warfare Center Philadelphia Division (NSWCPD) occupied buildings of PWS Table 1 at the Philadelphia Naval Business Center (PNBC), also know has the Philadelphia Navy Yard. The specific locations will be provided at the time of award of the Contract. PWS Attachment 1, PNBC Site Map, provides a general overview of PNBC.

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

6.3 Access to Government buildings at Naval Surface Warfare Center Philadelphia Division (NSWCPD) is from 0800 to 1600 Monday through Friday, except Federal holidays. Normal work hours are from 0800 to 1600, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor employee(s) are performing work under this Contract. Contractor personnel are not allowed to access any Government buildings at NSWCPD outside the hours of 0800 to 1600 without the express

approval of the Procuring Contracting Officer (PCO). PWS Section 5.0 above provides the security requirements for obtaining an identification badge and building access.

7.0 TRAVEL – Not applicable.

8.0 GOVERNMENT FURNISHED PROPERTY – Not applicable.

9.0 GOVERNMENT FURNISHED INFORMATION – Not applicable.

10.0 PURCHASES – Not applicable.

11.0 COUNTERFEIT MATERIAL PREVENTION – Not applicable.

12.0 PERSONNEL – Not applicable.

13.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (ECRAFT) SYSTEM – Not applicable. Contractor must submit electronic invoices for payment using the Wide Area Work Flow (WAWF) system.

14.0 SPECIAL REQUIREMENTS – Not applicable.

*** * *END OF PERFORMANCE WORK STATEMENT* * ***

(End of Summary of Changes)