

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
46

3. EFFECTIVE DATE
12-Jul-2018

4. REQUISITION/PURCHASE REQ. NO.
1300727867

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

6. ISSUED BY CODE

N00178

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

S5111A

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

DCMA HAMPTON
2000 Enterprise Parkway, Suite 200
Hampton VA 23666

SCD: C

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

Southeastern Computer Consultants, Inc.
5166 Potomac Drive Suite 400
King George VA 22485-5824

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4127-0014

10B. DATED (SEE ITEM 13)

01-Mar-2016

CAGE CODE
1W582

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

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

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

12-Jul-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

**GENERAL INFORMATION**

The purpose of this modification is to add incremental funding.

Accordingly, said Task Order is modified as follows:

1. Added incremental funding to CLIN 7200, 7201, and 9200, please see below.

The Line of Accounting information is hereby changed as follows:

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

|            |            |            |            |            |
|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

[REDACTED]

The above listed SLINs have been added to Section B to accommodate incremental funding in this mod. ACRNs,

Lines of Accounting, Requisition Numbers and other financial information associated with this mod appear at the end of Section G.

The FUNDING PROFILE and ALLOTMENT OF FUNDS in Section H are updated to reflect the funding changes in this modification.

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























































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The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies only to the Option CLINs .

**NOTE 3: ODCs**

ODCs will be limited to travel stated in Section C.6.

**NOTE 4: OPTIONS**

Option items to which the option clause in Section I applies and which is to be supplied only if and to the extent said options are exercised.

**NOTE 5: NOT SEPARATELY PRICED**

The price for Not Separately Priced (NSP) Data items shall be included in the price of the corresponding Labor CLINs.

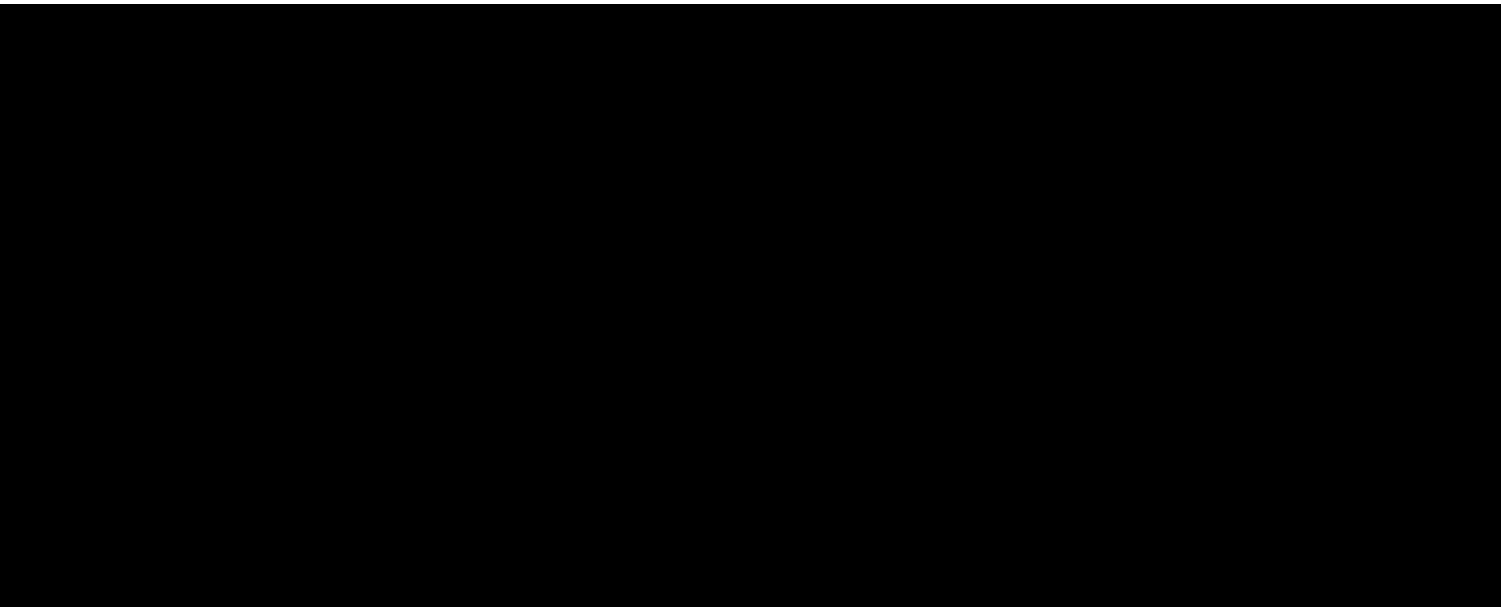
**B.1 TYPE OF ORDER**

This is a Level of Effort (term) type order.  
Items in the 7xxx series are cost plus fixed fee type.  
Items in the 7x99 series are Not Separately Priced (NSP).  
Items in the 9xxx series are cost only, excluding fee.

**B.2 ADDITIONAL CLINS**

Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to allow for additional CLINs/SLINs as needed to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort or value of the task order.

**B.3 FEE RATE**



**B.4 FINALIZED FIXED FEE**

If the total level of effort for each period specified in Section H, 5252.216-9122 LEVEL OF EFFORT -ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this order, the Contracting Officer, at its sole discretion, shall finalize fee based on the percent of hours provided in relation to the fixed fee. For example, if 90% of the hours were provided, the contractor is entitled to 90% of the fixed fee.

The above fee calculation applies to all periods regardless of the level of funding. This Task Order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both

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fully funded periods and periods funded at less than the estimated total cost plus fixed fee.

**B.5 HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

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

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

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

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

**B.7 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)**

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

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

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

(Applicable to CLIN 9000, if and to the extent Options are exercised, CLINs 9100 through 9400.)

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

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

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

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

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

Contractor's or employee's convenience.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C.1 BACKGROUND

This Statement of Work (SOW) is for engineering services the Contractor shall perform for Naval Engineering Management Systems (NEMS) to improve efficiency in the development and management of their data, information, and knowledge base for V Department at the Naval Surface Warfare Center Dahlgren Division. These engineering services focus on the development, modernization, and sustainment of several service-oriented Information Technology (IT) solutions, and the defined requirements and documented processes that lead to those IT-based solutions. The IT solutions will include web-based environments, systems engineering tools environments, and database-based environments. These IT solutions necessitate the Contractor to provide direct on-site collaboration with, and usage training for, Naval program managers and engineers.

### C.2 SCOPE

This SOW defines the planning, designing, developing, maintenance, modernization, and implementing of IT solutions for NEMS covering the following engineering services:

- Database Engineering Tools Development, Integration, Customization, and Life-Cycle Support
- Systems Engineering Tools Installation, Development, Integration, and Customization
- Web Applications Installation, Development, Integration, Customization, and Operations
- Engineering Team Services

This SOW identifies the tasking relevant to the management of several existing U.S. Government (USG) information systems. These information systems reside within the Navy Enterprise Data Center (NEDC) located in Charleston, South Carolina, the Integrated Warfare Systems Laboratory (IWSL) and the Naval Systems Engineering Resource Center (NSERC), both located at the Naval Surface Warfare Center Dahlgren Division (NSWCDD), Dahlgren, Virginia. The currently existing information systems include the following:

- (1) Advanced Configuration Control & Engineering Status System (ACCESS) – A comprehensive information system serving the U.S. Navy fleet, Foreign Military Sales (FMS) ships, and land-based sites. The current technology base is Oracle Database with Oracle application and web interface, running in a Red Hat/Linux environment. ACCESS exists in an unclassified instance and a classified instance.
- (2) Virtual Integrated Engineering War Room (VIEWNet) – A set of knowledge management tools that supports program managers and systems engineers. The current technology base is Microsoft® SharePoint and ASP.NET, both running in MS-Windows environments. VIEWNet exists in an unclassified instance (SharePoint) and an classified instance (ASP.NET).
- (3) Collaborative Development Environment – Web (CDE-Web) – A set of knowledge management tools supporting PEO IWS product line engineering data management and collaboration. The current technology base is SharePoint, running in an MS-WINDOWS environment. CDE-Web exists in an unclassified-only instance.
- (4) Collaborative Development Environment – Tools (CDE-Tools) – An integrated set of engineering tools that supports the development and maintenance of PEO IWS product line engineered reusable combat system software components. The current technology base is Citrix and the IBM/Rational suite of tools, running in MS-Windows and Linux environments. CDE-Tools exist in an unclassified-only instance.
- (5) Navy Integrated Collaborative Environment (NICE) – An integrated set of engineering tools that supports the architecture definition, system requirements, design modelling, and combat system software transfer to NSWCDD from prime Contractor developers. The current technology base is Citrix and the IBM/Rational suite of tools, running in a MS-Windows environment. NICE exists in a classified-only instance.
- (6) Navy Data Environment (NDE) - an integrated set of engineering and management tools that supports the

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planning and execution of the Navy Modernization Program (NMP). NDE is the authoritative database for CNO Availability and Ship Change Documents (SCDs). The current technology base is Oracle Database with Oracle application and web interface, and Citrix, running in Red Hat/Linux environment and a MS-Windows environment. NDE exists in an unclassified-only instance

The SOW identifies the tasking for user surveys, metrics collection/evaluation, and usability analysis that shall result in recommendations for design improvements to existing systems and processes.

The SOW identifies technology evaluations and resulting tasking for the development of new information systems, or the migration/upgrade of current technology solutions (processes and tools).

This is a contract for the provision of services by the contractor. In accordance with law and policy and with the provisions of this contract, contractor personnel shall perform as required by this contract, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this contract work shall require, among other things, the contractor to access and use Government owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government owned data. The contractor's use of and access to Government owned data shall neither constitute nor create any contractor rights in or license to such data; the only contractor permissions to use and access the data shall be those necessarily required by the contractor to perform the work herein. Rights in data constituting and contained in contract deliverables required by the Contract Data Requirements List shall be governed by the appropriate contract clauses.

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

- ACCESS Account Management SOP
- ACCESS Change Control Board (CCB) SOP
- SECNAV INSTRUCTION 1543.2: CYBERSPACE/INFORMATION TECHNOLOGY WORKFORCE CONTINUOUS LEARNING, dated 30 November 2012

### **C.4 REQUIREMENTS**

#### **C.4.1 Database Management (WA 1)**

The Contractor shall manage database environments and the associated data artifacts.

C.4.1.1 The Contractor shall provide database development and life-cycle support to all existing database systems.

C.4.1.2 The Contractor shall execute tasks associated with the Software Engineering Life Cycle phases: planning, analysis, design, development, integration & testing, implementation, and sustainment (maintenance, modernization)

C.4.1.3 The Contractor shall provide technical expertise in relational and object oriented database design, development, and implementation using software development methodologies and toolsets that comply with DoD security standards.

C.4.1.4 The Contractor shall adhere to Government prescribed configuration management, code and management processes and procedures throughout Software Development Life Cycle.

C.4.1.5 The Contractor shall provide scheduling, preparing, and resource application for review team meetings and other software development activities.

C.4.1.6 The Contractor shall maintain documentation related to the design, development, and implementation, including specification details regarding customization and/or configuration and other database artifacts. (A007,

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A008)

C.4.1.7 The Contractor shall reuse common procedures and code when practical.

C.4.1.8 The Contractor shall conduct peer testing to evaluate final product against design and requirement specifications agreed to by the customer to ensure the end product meets customer expectations.

C.4.1.9 The Contractor shall design, develop, and execute data transition of legacy data for developer/peer testing, user testing, and final installation. (A007, A013)

C.4.1.10 The Contractor shall develop Delivery Cutover Plans providing a safe and effective implementation of the database design, stressing minimal impact to the user community. (A012, A007, A013)

C.4.1.11 The Contractor shall coordinate Customer Acceptance Testing (CAT) and provide test procedures, specification documents, and training. (A012, A007, A008, A009)

C.4.1.12 The Contractor shall deliver software components electronically for implementation.

C.4.1.13 The Contractor shall contribute to change control boards and integrated product teams to ensure efforts involving tool development, deployment, integration, upgrades, revisions, customization, and sustainment are coordinated.

C.4.1.14 The Contractor shall conduct market surveys and provide formal reports to identify commercial solutions to database tools and tool upgrades. (A003, A008)

C.4.1.15 The Contractor shall plan for and accommodate the evolution of database tools and their ability to integrate with one another, as tools and processes change over time.

C.4.1.16 Access to Naval Nuclear Propulsion Information (NNPI) requires U.S. citizenship and each individual must have a "need to know" for the performance of official duties related to PEO Carriers Integrated Digital Environment (IDE) project efforts. NNPI may be classified or unclassified information related to the design arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of propulsion plants of naval nuclear powered ships and prototypes including the associated shipboard and shore-based nuclear support facilities. A minimum Secret level clearance to include SSBI, (Top Secret level clearance is required for individuals who requiring IDE system access), is required and must be maintained for all individuals working PEO Carriers IDE efforts. Contractor shall complete annual training, user agreement requirements, and other requirements as directed to obtain and maintain NNPI certification(s). Contractor shall follow all DoD and Navy regulations and instructions (e.g., OPNAVINST N9210.3) regarding the proper handling and marking of NNPI information.

#### **C.4.2 Systems Engineering Environments (WA 2)**

The Contractor shall manage engineering tools environments and the associated data artifacts.

C.4.2.1 The Contractor shall maintain all existing system engineering tools environments.

C.4.2.2 The Contractor shall manage the installation, configuration, and integrations of these system engineering tools.

C.4.2.3 The Contractor shall manage the relationships of engineering tools and their associated content with other tools, and across differing computing platforms.

C.4.2.4 The Contractor shall contribute to change control boards and integrated product teams to ensure efforts

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involving tool development, deployment, integration, upgrades, revisions, customization, and sustainment are coordinated.

C.4.2.5 The Contractor shall interface with and advise IWSL and NEDC system administrators regarding the content and configuration of engineering tools.

C.4.2.6 The Contractor shall implement customization to commercial engineering tools (scripts, extensions, plugins, APIs, gateways, bridges, synchronization configurations, data mappings, and tool settings), that are required to fulfill engineering process needs.

C.4.2.7 The Contractor shall adhere to Government prescribed configuration management, code and management processes and procedures throughout SE Life Cycle.

C.4.2.8 The Contractor shall ensure system environments comply with Government and NMCI security requirements.

C.4.2.9 The Contractor shall establish and maintain Standard Operating Procedures (SOPs) describing the installation and configuration of the system environment. (A007)

C.4.2.10 The Contractor shall provide technical expertise and experience in support of the unclassified and classified environments in their installation, administration, upgrade, and maintenance.

C.4.2.11 The Contractor shall provide technical expertise and assistance completing tasks necessary to achieve and maintain a current Authority To Operate (ATO) status.

### **C.4.3 Web Applications (WA 3)**

The Contractor shall manage web application environments and the associated data artifacts.

C.4.3.1 The Contractor shall maintain all existing web application environments.

C.4.3.2 The Contractor shall develop, deploy, integrate, customize, and sustain Web applications required to manage engineering data related to SE activities. (A005, A007)

C.4.3.3 The Contractor shall establish and maintain Standard Operating Procedures (SOPs) that define the change control process for Web application development, deployment, integration, and installation. (A007)

C.4.3.4 The Contractor shall participate in change control boards and integrated product teams to ensure collaborative efforts related to web application development and deployment are coordinated with the user base.

C.4.3.5 The Contractor shall collect, analyze, and report metrics on web usage. (A003)

C.4.3.6 The Contractor shall conduct market surveys and provide formal reports to identify commercial solutions to Web tools and tool upgrades. (A003)

C.4.3.7 The Contractor shall plan for and accommodate the evolution of Web tools and their ability to integrate with one another, as tools and processes change over time.

C.4.3.8 The Contractor shall design, develop, test, and deploy custom workflows. (A005)

C.4.3.9 The Contractor shall test all web applications as they are developed or revised based upon requirements agreed to by the customer to ensure the end product meets customer expectations.

C.4.3.10 The Contractor shall coordinate Customer Acceptance Testing (CAT) and provide test procedures, specification documents, and training. (A005, A007, A008, A009)

C.4.3.11 The Contractor shall develop Delivery Cutover Plans providing a safe and effective implementation of the web design, stressing minimal impact to the user community. (A005, A007)



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C.4.3.12 The Contractor shall deliver web components electronically for implementation. (A005)

C.4.3.13 The Contractor shall document all Web applications with design information and training materials. (A003, A007, A009)

C.4.3.14 The Contractor shall apply industry best practices to, and assist in the development of guidelines for, maintaining an integrated systems engineering environment.

C.4.3.15 The Contractor shall ensure Web applications comply with Government and NMCI security requirements.

C.4.3.16 The Contractor shall provide support for scheduling, preparing, and applying resources to support review team meetings and other engineering activities.

#### **C.4.4 Engineering Team Services (WA 4)**

The Contractor shall directly support system engineering and program management teams.

##### **C.4.4.1 General User Services**

C.4.4.1.1 The Contractor shall provide and manage a Contractor-located help desk function responsible for logging, tracking, resolving, reporting end user problems and questions, and interfacing with the IWSL, NSERC, and NEDC help desks.

C.4.4.1.2 The Contractor shall manage an account application process including SOPs. (A012)

C.4.4.1.3 The Contractor shall manage user account applications and track user account statuses and approvals.

C.4.4.1.4 The Contractor shall manage user profile information.

C.4.4.1.5 The Contractor shall Interface with and assist IWSL and NSERC system administrators and NSWCCD information assurance personnel.

C.4.4.1.6 The Contractor shall provide the customer with regular and timely feedback on subjects including program status, significant events, and pertinent issues via available methods such as e-mail, web pages.

C.4.4.1.7 The Contractor shall maintain and distribute account management reports. (A012)

C.4.4.1.8 The Contractor shall participate in documentation, test and training tasks, as a means of gaining knowledge/skills valuable to resolving trouble calls.

##### **C.4.4.2 Program/Project Management Teams**

The Contractor shall provide technical and administrative support to program and project management (PM) teams.

C.4.4.2.1 The Contractor shall document and update action items, risks, issues, and watch items for PM teams.

C.4.4.2.2 The Contractor shall coordinate, document, and update calendar events for PM teams.

C.4.4.2.3 The Contractor shall create, review, and promulgate agendas, schedules, and meeting minutes for PM teams. (A010)

C.4.4.2.4 The Contractor shall create, organize, update, and secure project-tailored lists and libraries for PM teams.

C.4.4.2.5 The Contractor shall create and maintain spreadsheets, charts, graphics, and presentations for PM teams. (A007, A008)

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C.4.4.2.6 The Contractor shall write, review, and maintain management and technical documentation for PM teams. (A007, A008)

C.4.4.2.7 The Contractor shall participate in LEAN events and business process re-engineering events.

C.4.4.2.8 The Contractor shall, for each customer, document how that PM team's data is managed.

C.4.4.2.9 The Contractor shall organize a pre-Change Control Board (pre-CCB) and a formal Change Control board and promulgate agendas, schedules and meeting minutes for PM Teams. (A007, A008, A010,A011)

#### **C.4.4.3 Systems Engineering Teams**

The Contractor shall provide technical and administrative support to systems engineering (SE) teams. An SE team is defined as a group of individuals working together on a specific program or project, e.g., an Integrated Product Team (IPT), a collaborative development team, an Engineering Technical Review (ETR) team, or a Navy Review Team (NRT).

C.4.4.3.1 The Contractor shall coordinate planning for SE events and technical reviews.

C.4.4.3.2 The Contractor shall promulgate information associated with reviews (agendas, schedules, and meeting minutes).

C.4.4.3.3 The Contractor shall deploy and organize technical data packages relating to SE events and technical reviews.

C.4.4.3.4 The Contractor shall participate on-site in review meetings for consolidation and adjudication of review comments.

C.4.4.3.5 The Contractor shall manage technical review comments and any associated data.

C.4.4.3.6 The Contractor shall generate and promulgate technical reports and metrics. (A006,A007)

C.4.4.3.7 The Contractor shall create, review, and maintain SE and technical review process documentation. (A006)

C.4.4.3.8 The Contractor shall provide training to SE teams for the Contractor-developed tools and environments. (Note: This does not include training for commercial tools). (A009)

C.4.4.3.9 The Contractor shall, for each customer, document how that SE team's data is managed.

#### **C.4.4.4 General Account Management**

C.4.4.4.1 The Contractor shall implement and manage access controls to projects and data. (A011)

C.4.4.4.2 The Contractor shall manage and track user non-disclosure agreements (NDAs) and the resulting access controls. (A011)

C.4.4.4.3 The Contractor shall develop and maintain a process standard that identifies procedural, physical, and electronic means of safeguarding engineering data against loss, corruption, and modification by unauthorized personnel that conforms to DoD security standards. (A011, A013)

C.4.4.4.4 The Contractor shall review engineering data manifests and receipts against actual data deliveries/updates to ensure the data are appropriately categorized, promulgated, and access controlled.

C.4.4.4.5 The Contractor shall provide technical editing, word processing, and graphics support in the preparation of technical presentations, technical reports, technical notes, and publications. (A003, A007, A008)

#### **C.4.5 Contract Management and Reporting (WA 5)**

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This work area establishes the requirements for contract management, reporting, and review.

#### C.4.5.1 Contracting Officers Monthly Reports

The Contractor shall submit a monthly Progress Report. The cutoff date of the report shall be the same as that used for invoicing purposes by the prime Contractor. Any and all Subcontractor/consultant data shall be current through the “as of” date of the report. The monthly report in final month of each contract period shall include a cumulative list of all deliverable items provided in that period. (A001)

#### C.4.5.2 Plan of Action & Milestones (POA&M)

The Contractor shall develop a Plan of Action and Milestones (POA&M) and Staffing Plan Document for each element/work area. (A002)

The POA&M shall be signed by the Contractor and the Government Contracting Officer. The signed POA&M shall be provided electronically to the Contracting Officer, the Contract Specialist, the COR/ACOR, and the appropriate Government Subject Matter Expert within thirty (30) calendar days after issuance of the Task Order. Thereafter, plans shall be updated bi-annually or as needed for each CLIN. While Contractor format is acceptable with Government’s Contracting Officer approval, the following minimal information shall appear in each POA&M (A002):

- Date POA&M prepared and revised
- Work Area (number and title)
- Revision number if applicable
- Contract and Task Order Number
- WBS associated with Work Area
- POA&M Period of Performance
- Contractor Interfaces/Points of Contact (technical area)
- Government Interfaces/POC/Subject Matter Expert
- Estimated labor hours and total cost (including fee)
- Work Summary – to include tasking for the year
- Subcontractors identified by name
- Travel

#### C.4.5.3 In-Progress Reviews (IPRs)

The Contractor shall participate in both formal and informal IPRs of work being performed. Formal reviews shall be schedule semi-annually (every 6 months). Formal reviews will include the NSWC Contracting Officer, Contract Specialist, COR, ACOR, SMEs for each work area, and other NSWCDD personnel as designated by the COR. Minutes and action items shall be produced and distributed by the Contractor. (A010)

#### C.4.5.4 POST AWARD MEETING

A Post-Award Meeting will be conducted within fifteen (15) working days after award of the task order. The meeting will be held at a mutually agreed upon location. The Contractor will be given at least five (5) working-days’ notice prior to the date of the meeting by the Contract Specialist. The requirement for a Post-Award Meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

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A second post-award meeting may, if necessary, be held after receipt by the Government of the first invoice to assure that adequate documentation has been received to substantiate the validity of the first invoice submission, in accordance with Section G clause HQ G-2-0009 Supplemental Instructions Regarding Electronic Invoicing (NAVSEA)(Sept 2012). The Contractor will be given at least five (5) working-days' notice prior to the date of the meeting.

### C.5 Mandatory Requirements

The following mandatory requirements must be maintained throughout the life of the Task Order.

**FACILITY LOCATION:** The Contractor's primary facility providing support to this Task Order must be located within sixty (60) miles of NSWCDD. At least 75% of the personnel shall be located in office space within sixty (60) miles to NSWCDD.

**FACILITY CLEARANCE:** The Contractor's primary facility must be cleared to the Secret Level, with Secret level for processing and storage/safeguarding capability.

**PERSONNEL SECURITY CLEARANCES:** All technical personnel shall possess Secret security clearances, interim clearances are acceptable.

**CYBER SECURITY WORKFORCE:** Technical personnel shall possess the following IT Level I and IAT Level II certifications as provided below: Principal System Engineer (1 FTE), Sr. Software Engineer (2 FTEs). Technical personnel shall possess IAT Level II certification (for current personnel NLT 90 days from the effective date of Mod 02; for new personnel NLT 90 days from initial start date under this order), and IT Level 1 SSBI paperwork submitted (for current personnel NLT 30 days from the effective date of Mod 02; for new personnel within 30 days from initial start date under this order): Jr. System Engineer (0.5 FTE), Jr. Software Engineer (4 FTEs), and Jr. Web Developer (0.5 FTE).

### C.6 Travel

The Contractor shall be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be requested of and authorized in advance by the COR in writing or by electronic email. All requests must show the appropriate order number, the number or people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs. The Contractor shall submit trip reports following any travel under this effort. (A004)

Representative locations include:

|                  |
|------------------|
| Trip Destination |
| Moorestown, NJ   |
| Port Hueneme, CA |
| Suffolk, VA      |
| Norfolk, VA      |
| Pax River, MD    |
| Lake Hurst, NJ   |
| Philadelphia, PA |
| Washington, DC   |
| Charleston, SC   |

### C.7 Security

The Department of Defense Contract Security Classification Specification (DD254) provides the security

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classification requirements for this effort. The Contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the NISPOM and the NSWCDD Command Security Manual. Storage of classified hardware shall not exceed 2 cubic feet in size unless approved by the FSO in advance to ensure storage capability.

The contractor shall receive, generate, handle and safeguard materials that have a classification level up to and including Secret/NOFORN and Non-SCI intelligence information. The contractor will be required to deliver classified material in the form of media to other DOD contractors as authorized by the COR. The contracting facility is responsible for providing courier briefings and courier cards to individuals authorized to hand carry classified material, as defined in the NISPOM.

All Contractor personnel associated with this contract will be required to have at a minimum a DoD "Secret" clearance at time of award. The Contractor will have access to information and compartments with a "Secret" classification. All deliverables associated with this contract are "unclassified" unless otherwise specified. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

Contractor personnel shall possess at the time of contract award a current SECRET (S) clearance based on a National Agency Check (NACLC) completed within the last ten (10) years. Contractor must comply with guidelines specified on the DD254. An interim SECRET (S) clearance is acceptable at time of award so long as a current clearance, respectively, is obtained within 180 calendar days subsequent to award unless further extended by prior written authorization by the Contracting Officer. The Contractor shall submit completed clearance packages within ten (10) calendar days or identification of any increased security requirements.

**Physical Security:** The Contractor shall be responsible for safeguarding all information or property provided for Contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be secured as specified by the NISPOM and the NSWCDD Command Security Manual. Secret storage is required at the Contractor's facility in order to meet requirements of receiving and generating classified material in accordance with this contract.

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

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

The contractor will require access to Communications Security (COMSEC) material and require a COMSEC account for the receipt of the keying material necessary to support a government furnished encryption device

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provided as GFE in **Attachment J.4**. This account is required for the contractor to perform, design, develop, test, and evaluate work, at the contractor site, while interacting with and deploying to classified production environments located in government spaces.

Official Use Only (FOUO), Critical Unclassified Information (CUI), and Personally Identifiable Information (PII) generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4.

The Contractor shall complete required System Authorization Access Request (SAAR) forms for both unclassified and classified RDT&E systems at NSWCDD and unclassified systems at NEDC.

The Contractor shall complete a Naval Surface Warfare Center Dahlgren Division Contractor request for NATO/SIPRNET ACCESS form to obtain an account on classified RDT&E systems, to include SIPRNET, at NSWCDD.

NATO access is required at the SECRET level for the purpose of obtaining a SIPRNET account.

All technical personnel filling an IT Level I designated position shall be certified as an authorized and privileged user upon completion of all certifications and the SSBI investigation.

All technical personnel filling an IT Level I designated position will be required to maintain a current SSBI, followed by a PR every 5 years. SSBI paperwork must be submitted within 30 days of position assignment.

All technical personnel filling an IAT Level II designated position shall be certified as an authorized and privileged user upon completion of certification within 90 days of position assignment.

All above accesses are needed to support and provide system engineering and software development involved with the planning, designing, developing, maintenance, modernization, and implementing of IT solutions to support the U.S. Government (USG) information systems identified under section C.2.

### **C.8 On-Site Environmental Awareness**

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

(b) The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.

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

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

(e) Contractor copies of the records generated by the actions described in (b) and (c) above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

### **C.9 On-Site Safety Requirements**

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

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

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

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

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

The Contractor shall ensure that all hazardous materials (hazmat) procured for NSWCDD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCDD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the Government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/).

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

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

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

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

#### **C.10 Portable Electronic Devices (PEDs)**

Non-Government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in Controlled Access Areas.

The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCDD instruction defines PEDs as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium.

PED's include pagers, laptops, radios, compact discs and cassette players/recorders, and removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPADS, digital picture frames, electronic book readers, kindle, nook, cameras, external hard dish drives, and floppy diskettes.

PED's belonging to an external organization shall not be connected to NSWCDD networks or infrastructure

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without prior approval from the NSWCDD Information Assurance and Compliance Branch. This approval will be granted using the TARIS form and action tracker process.

Personal owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system infrastructure.

### **C.11 Use of Information System (IS) Resources**

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

(b) Contractor Use of NSWCDD IS Resources.

(1) In the event that the Contractor is required to have access to NSWCDD IS resources, the login name used for access shall conform to the NMCI login naming convention. If the Contractor requires access to applications/systems that utilize client certificates for authentication, the Contractor is responsible for obtaining requisite certificates from a DOD or External Certificate Authority.

(2) If this contract requires that the Contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office.

(c) Connections Between NSWCDD and Contractor Facilities. If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the Contractor and ISs owned or operated by NSWCDD, such interconnection shall take place only after approval from the Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

### **C.12 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE**

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

### **C.13 SKILLS AND TRAINING**

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. This includes Information assurance functions requiring certifications specified in DFARS 252.239-7001, INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor. Any training required and available from only a Government source shall be approved in advance by the COR and Contracting Officer.



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#### **C.14 SUBCONTRACTORS/CONSULTANTS**

In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007), the Contractor shall include the following information in requests to add Subcontractors or Consultants during performance, regardless of subcontract type or pricing arrangement.

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

#### **C.15 NON-DISCLOSURE AGREEMENTS (NDAs)**

NDAs and Proprietary Information Agreements (PIA) may be utilized to allow for access to company sensitive and proprietary data. For tasks requiring NDAs and PIAs, the Contractor shall obtain agreements for all of their employees that are associated with the task requiring such an agreement. Contractor personnel may be required, from time to time, to sign non-disclosure statements/agreements as applicable to specific tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign NDAs and PIAs. The signed NDAs and PIAs shall be executed prior to accessing data or providing support for information to the COR for endorsement and retention. Copies of all executed NDAs and PIAs shall be provided to the COR.

#### **C.16 DIGITAL DELIVERY OF DATA**

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form. The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as “technical data” or “computer software”) or the Government’s and the Contractor’s respective rights therein.

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

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

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### **C.17 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION**

Work under this contact may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code. Section 552a and applicable agency rules and regulations.

Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to privacy act data in support of this contract must sign a privacy act certification.

### **C.18 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS**

(a) The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. The Government will not direct the hiring, dismissal or reassignment of Contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer immediately in accordance with FAR clause 52.243-7.

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

### **C.19 CONTRACTOR IDENTIFICATION**

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

All Contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from another Contractor are present.

### **C.20 TERMINATION OF EMPLOYEES WITH BASE ACCESS**

The Contractor shall ensure that all employees who have a DoD badge and/or vehicle sticker turn in the badge and remove the vehicle sticker immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise Command Physical Security of all changes in their personnel requiring DoD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify Command Physical Security in advance of the date, time, and location where the Command representative may physically remove the employee's vehicle sticker and retrieve the DoD badge prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify Command Physical Security of the separation and make arrangements between the former employee and

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Command Physical Security for the return of the badge and removal of the sticker.

### **C.21 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The Contractor shall report Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the Center for Surface Combat Systems via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are: (1) W, Lease/Rental of Equipment; (2) X, Lease/Rental of Facilities; (3) Y, Construction of Structures and Facilities; (4) S, Utilities ONLY; (5) V, Freight and Shipping ONLY.

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

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

### **C.22 HQ-C-1-0001 ITEMS 7X99 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

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

### **C.23 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 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 venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

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

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(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.

**C.24 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

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

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

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five (25) calendar years after the delivery date of the affected computer software or computer database to the Government.

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

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

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

**C.25 HQ-C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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

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

(d)(1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

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

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

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

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

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

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

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

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

(n) Compliance with this requirement is a material requirement of this order.

## **C.26 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a Subcontractor or as a Prime Contractor under this competitive procurement.

Notwithstanding the existence or non-existence of an OCI clause in the current contract, the Offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The Contractor shall provide notice within fourteen (14) days of receipt of any information that may indicate a potential OCI and provide the Government a plan for mitigating the identified OCI.

## **C.27 HQ-C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA)(AUG 1994)**

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

## **C.28 CONTROL OF CONTRACTOR PERSONNEL**

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

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Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to all applicable DoD and Navy Standards of Conduct, and Ethics rules and regulations.

The Contractor shall adhere to all work schedules and instructions with this Statement of Work. Any perceived conflict shall be directed to the COR and Contract Specialist. The Contractor shall maintain an employee roster for all NSWCDD locations for use in the event of an emergency, drill and/or muster.

### **C.29 SECURE LINK**

The Contractor shall provide their own secure facility (at the Secret or higher level). To perform in accordance with the SOW requirements, the Contractor shall provide port to port connection. The Contractor shall have a secure line or secure data connection from their facility (the primary facility/facilities supporting this effort) to IWSL at NSWCDD, Dahlgren, VA, Raytheon SSDS Network, and at designated NEDC location. The following paragraphs delineate the basic requirements that must be met before network access will be permitted.

The Contractor shall currently have established, or provide a plan to establish no later than 90 days after award, the following:

- a. A data transmission line connecting the Contractor's encryption device (hub). The requirements for the encryption device are: 1) Connection to the fiber PDS that direct connects from the IWSL to select office buildings.
- 2) Encrypted Dry Pair Copper lines. 3) An existing SIPR POP (if a SIPR POP is not already in place, the time required to put a SIPR POP in place would fail to meet schedule requirements). The Government will cover the non-recurring costs necessary to establish the secure data transmission link up to the established Not to Exceed (NTE) ODC amount stated in Section L.6.6.3. The Government will not cover any recurring costs relating to the operation or maintenance of the secure data transmission link as a direct charge to this task order.
- b. Access to an approved Protective Distribution System (PDS) providing connectivity to NSWCDD's IWSL, Raytheon SSDS Network, and NEDC.

The encryption device or PDS must be approved at the Secret (or higher) level. The encryption device shall be stored in a secure area meeting the construction requirements of the National Industrial Security Program Operating

Manual-NISPOM (DOD 5220.22, Chapter 5, Sections 3 and 8) and be accredited by the Defense Security Service (DSS) (IS Specialist, Capital Area phone 1-800-935-7346).

Stand-alone PCs or Local Area Networks (LANs) used in the secure area, to support the Classified Network, shall meet the minimum-security requirements of the NISPOM (DOD 5220.22-M, Chapter 8) and be accredited by DSS. System configuration shall be approved by NSWCDD.

As part of the NSWCDD Security Office's Memorandum of Agreement (MOA) with DSS, the Contractor shall complete a Network Participants' Data Sheet (NPDS) and submit it to the NSWCDD Network Security Representative for approval.

If an encrypted system (as opposed to a PDS) will be used, the Contractor shall attend or have attended Network Encryption System (NES) training.

### **C.30 eCRAFT STANDARD LANGUAGE**

(a) The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System.

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

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(1) Access:

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

(2) Submission and Acceptance/Rejection:

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



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## SECTION D PACKAGING AND MARKING

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

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practices. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

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(Name of Individual Sponsor)

---

(Name of Requiring Activity)

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(City and State)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

### **E.2 HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES**

Item(s) 9000 - 9400 - Inspection and acceptance shall be made at destination by a representative of the Government.

### **E.3 HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

Items 7000 – 7499 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

### **E.4 PERFORMANCE TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES - THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

E.4.1 The contractor's performance in each of the task areas of Statement Of Work will be continually monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the contractor's CPARs evaluation, which is accomplished on an annual basis. The evaluation will be based on contractor performance during the previous period. The primary Government official responsible for the QASP evaluation is the Contracting Officers Representative (COR) for the contract. Other Government individuals having information relevant to the quality of contractor performance may assist the COR, as necessary.

E.4.2 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, formal In-Progress Reviews, and general contacts with the contractor.

E.4.3 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory (as defined in Table 42-1 at FAR 42.1503) will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

E.4.3.1 Quality of Product or Service – Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and (g) Services are provided in a professional unbiased manner.

E.4.3.2 Schedule – Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his

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representative.

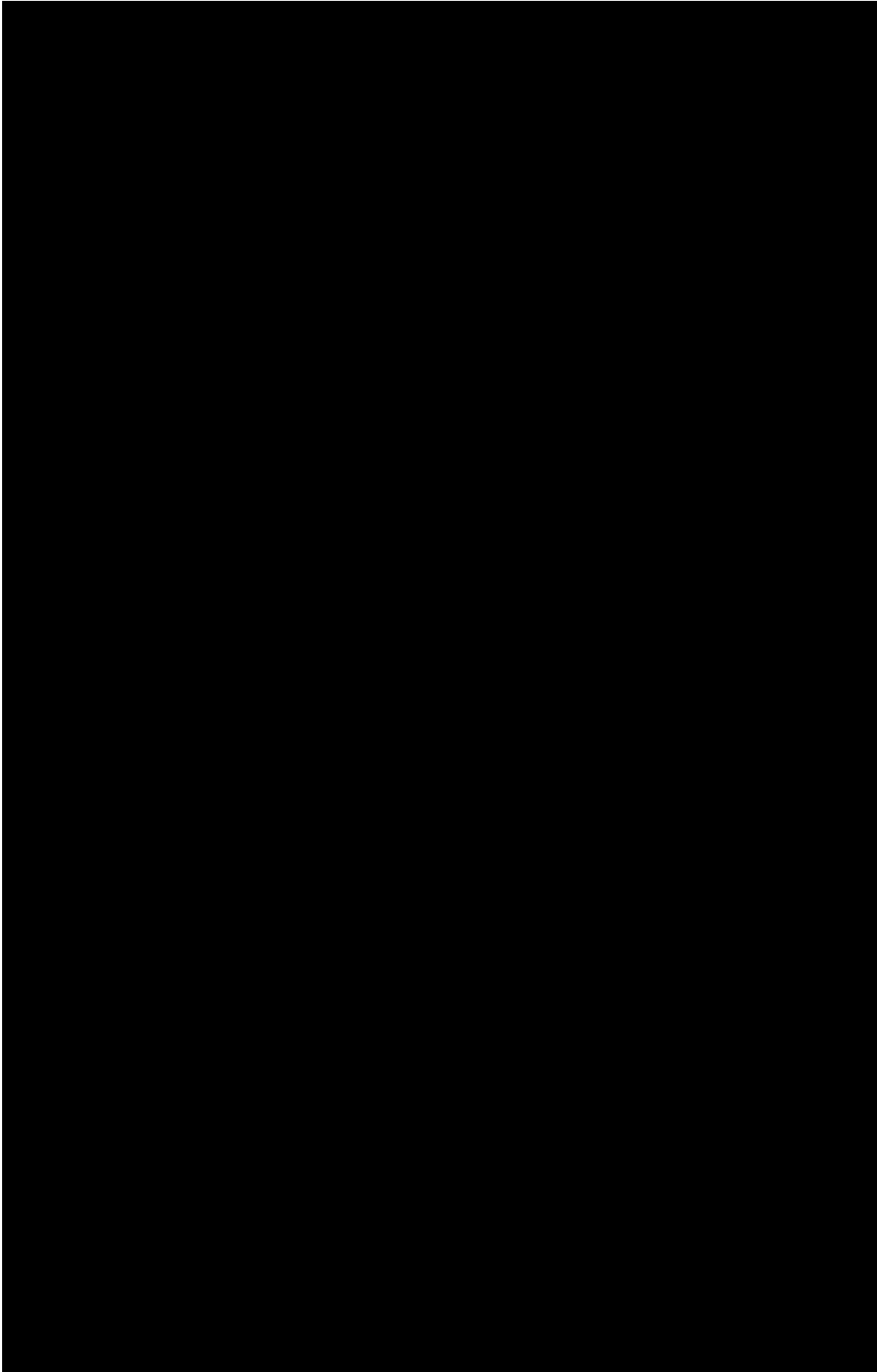
E.4.3.3 Cost Control – Addresses the contractor’s overall effectiveness in controlling both direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

E.4.3.4 Business Relations – Addresses the responsiveness of the contractor’s upper-level management to Government concerns and needs, the effectiveness of the contractor’s management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

E.4.3.5 Management of Key Personnel – Addresses the overall quality of the contractor’s team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the contractor’s efforts to retain or attract qualified personnel.

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**SECTION F DELIVERABLES OR PERFORMANCE**







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## **SECTION G CONTRACT ADMINISTRATION DATA**

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

Accounting Data appears at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/ obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, unless the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/ work area or Technical Instruction that is funded incrementally, could have multiple SLINs. Accounting for expenditures at the SLIN level is required.

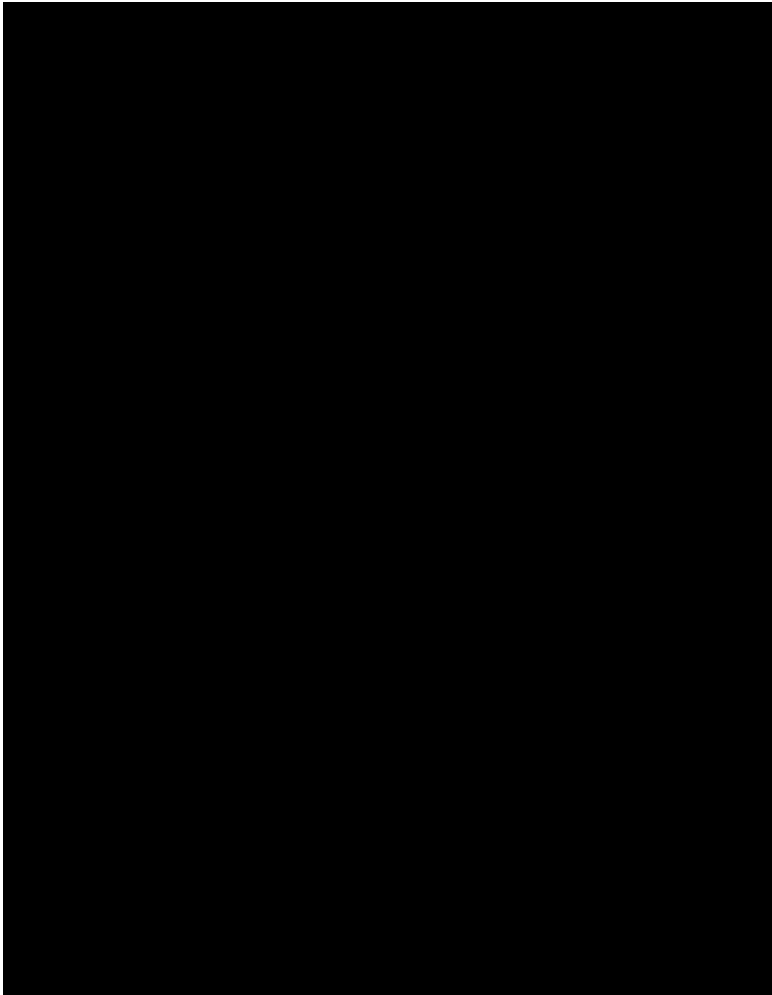
### **G.2 SPECIAL INVOICE INSTRUCTIONS**

Each SLIN providing funding designates a specific project area/work area/work breakdown structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/WBS item level. Each identified project/work area/WBS shall be invoiced by its associated CLIN and ACRN. If multiple ACRNs are associated with a single project/work area/WBS, the Contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

### **G.3 PAYMENT INSTRUCTION**

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.



















|            |            |            |            |            |
|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|------------|------------|------------|------------|------------|

## G.5 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES

### Procuring Contracting Officer (PCO):

[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

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

### Contract Specialist:

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

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

### Administrative Contracting Officer (ACO)

(a) Name: DCMA Hampton  
Code: S5111A  
Address: 2000 Enterprise Parkway, Suite 200  
Hampton, VA 23666  
Phone: (757) 315-4301

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

### Contracting Officers Representative (COR):

[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

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[REDACTED]

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

Alternate Contracting Officers Representative (ACOR):

[REDACTED]

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this Task Order.

Subject Matter Experts (SMEs):

The SME is the COR's subject matter expert for specific work areas as described in the QASP in Section E. SMEs will be identified at the POA&M level.

**G.6 Ddl-G11 CONSENT TO SUBCONTRACT**

[REDACTED]

**G.7 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

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

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

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

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

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



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

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

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

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

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

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

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

Cost Voucher

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

N00178

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

Routing Data Table

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC       | HQ0338                            |
| Issue By DoDAAC           | N00178                            |
| Admin DoDAAC              | S5111A                            |
| Inspect By DoDAAC         | Not Applicable                    |
| Ship To Code              | Not Applicable                    |
| Ship From Code            | Not Applicable                    |
| Mark For Code             | Not Applicable                    |
| Service Approver (DoDAAC) | Same as Admin DoDAAC              |
| Service Acceptor (DoDAAC) | Not Applicable                    |
| Accept at Other DoDAAC    | Not Applicable                    |
| LPO DoDAAC                | Not Applicable                    |
| DCAA Auditor DoDAAC       | HAA211                            |
| Other DoDAAC(s)           | Not Applicable                    |

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F,

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(e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

\_\_\_\_\_

(g) *WAWF point of contact.*

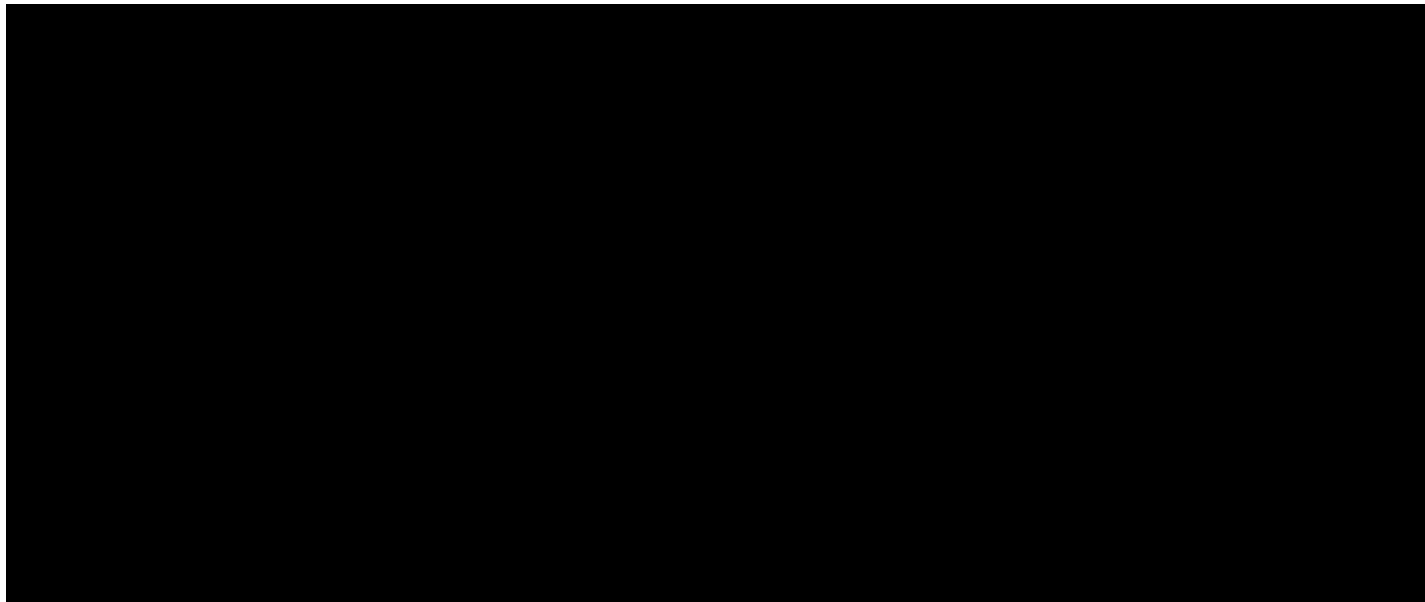
(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact: [DLGR\\_NSWC\\_WAWF@navy.mil](mailto:DLGR_NSWC_WAWF@navy.mil).

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

#### **G.8 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)**

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

































































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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

To perform the requirements of the Statement of Work, the Government requires personnel with the appropriate experience and professional qualifications. The applicable labor categories and associated qualifications are listed in Sections H.2 and H.3 below. Key Personnel qualification levels are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels for key personnel are considered to be minimums for any growth beyond those individuals initially proposed.

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

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the Offeror's ability to perform the order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the Offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

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

### **H.2 KEY PERSONNEL – DESIRED QUALIFICATIONS**

#### **PROGRAM MANAGER**

Ten (10) years of professional experience in activities related to the management of multiple information systems projects.

Five (5) years of management experience on a major DoD program.

Five (5) years on a management experience with Navy contract including quality of products and services, schedules, cost control, business relations, and a management of personnel that includes:

Demonstrated aptitude and capacity for conducting program management in alignment with DoD structure, Policy, and Mission.

Demonstrated aptitude and capacity for conducting program management, leadership and responsibility in DoD contracting.

Ability to effectively communicate verbally and in formal reports with higher authorities (e.g. DoD clients).

#### **PROJECT MANAGER**

Six (6) years of specialized experience leading technical and support personnel involved in the software engineering life-cycle of information management systems and engineer environments.

Four (4) years of supervisory experience in leading software engineering and development projects for major and emerging DoD programs that includes:

Ability to effectively communicate verbally and in formal reports with technical systems engineers and application users bridging the communications gap between the functional and technical implementation requirements.

Demonstrated experience communicating directions and providing guidance to lower level professionals.

#### **PRINCIPAL SYSTEM ENGINEER**

Ten (10) years of increasingly professional experience in the application, development, and integration of engineering

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disciplines including evaluating emerging technologies using contemporary prototyping, research and development techniques for a multi-environments supporting engineering communities and program management teams.

Ten (10) years of increasing professional experience installing and maintaining a multiple environments supporting information management systems including system architecture engineering and operating system administration.

Five (5) years of experience in working with the identification and remediation of security findings identified by the DoD Information Assurance Certification and Accreditation Process (DIACAP) package or required for System Compliance and implementing DoD security requirements and mandates.

Emphasis on techniques related to the Oracle multi-tiered server architecture.

Demonstrated proof of IT Level 1 and IAT Level II certifications (1 FTE).

Ability to develop strategic and implementation plans for information systems.

Demonstrated experience communicating directions and providing guidance to a team of system engineers.

Ability to effectively communicate verbally and in formal reports with the application development team, customers, and higher authorities (e.g. DoD clients).

### **SENIOR SYSTEM ENGINEER**

Six (6) years of increasingly professional experience in information systems development, functional and data requirements analysis, systems analysis and design, programming, program design and documentation preparation to include:

Demonstrated experience designing and implementing networked client/server or distribution system.

Demonstrated experience communicating directions and providing guidance to a team of system engineers.

Ability to effectively communicate verbally and in formal reports with the application development team, customers, and higher authorities (e.g. DoD clients).

### **SENIOR TEST ENGINEER**

Six (6) years of increasingly professional experience developing test programs and procedures including development of test plans, test scenarios and documenting test results to validate functional requirements and to ensure systems performed.

Three (3) years of experience in developing software.

Demonstrated ability to conduct formal and informal reviews throughout the development life cycle to determine quality.

Demonstrated knowledge and experienced in Software Quality Assurance (SQA), Software Configuration Management (SCM) and automated testing tools.

### **SENIOR SOFTWARE ENGINEER**

Ten (10) years of increasing professional experience in all phases of the software life cycle sustainment for information systems, including relational database development.

Ten (10) years of experience working with Oracle Enterprise component products including Oracle Application Development Framework, Ad Hoc reporting tools, Developer tools, Oracle WebLogic, and Oracle Enterprise Database tools.

Demonstrated proof of IT Level 1 and IAT Level II certifications (2 FTEs).

Demonstrated experience in the design and implementation of networked client/server or distributed systems.

Demonstrated experience leading software development efforts, communicating directions and providing guidance to a team of software engineers.



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Familiarity with CM business process, and the ability to work independently.

Ability to effectively communicate verbally and in formal reports with customer and higher authorities (e.g. DoD clients).

### **SENIOR SYSTEM INTEGRATION ENGINEER**

Ten (10) years of increasingly professional experience in the development or maintenance of software and/or information networks.

Demonstrated knowledge of requirements definition, formulating design methodology, systems integration and testing to verify required performance, database design and development, modular testing, assessment of change proposals for technical merit, and documentation origination.

Demonstrated knowledge of and experience in managing, integrating, and administrating systems engineering tools, e.g., requirements management tools, configuration management tools, and architecture/design tools.

### **SENIOR DATA MANAGEMENT SPECIALIST**

Six (6) years of experience providing administrative support and/or document control in an office or computer operations environment.

Experience with distribution of written materials, products or electronic data in accordance with predefined procedures and distribution lists.

### **SENIOR WEB DEVELOPER**

Six (6) years technical experience in developing application components and web pages to support the design of informational web-based systems.

Experience in 3 of the following 5 toolsets:

- Web page content tools (ie., HTML , CSS 3 , JavaScript, jQuery, Ajax)
- PHP
- Java
- PL/SQL
- Graphics tools including Graphviz

Demonstrated knowledge of and experience of all phases of a software life-cycle.

Writing skills in support of a software development projects.

Demonstrated experience communicating directions and providing guidance to a team of web developers.

### **SENIOR REQUIREMENT SPECIALIST**

Five (5) years of experience specifying and documenting functional and end-user requirements, including analyzing and documenting business processes and workflows for major and emerging DoD programs.

Two (2) years of experience working with database design and proficiency in extracting data using SQL.

Ability to effectively communicate application functional requirements verbally and in formal reports with higher authorities (e.g. Program Management) and technical team members.

Experience training application users including developing written training materials.

### **SENIOR SERVICE SUPPORT SPECIALIST**

Four (4) years of relevant technical experience in operating a PC-based and telephone-based Customer Support Desk.

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Two (2) years of experience with User Administration processes.

Demonstrated experience supervising a team.

Demonstrated experience with Microsoft Office and web-based products.

Experience documenting administration processes and reporting user account metrics.

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

In order to provide additional clarification to the Statement of Work, minimum qualifications are provided for non-key personnel. The Contractor shall provide non-key personnel who meet or exceed the minimum qualifications provided below. Prior to charging non-key personnel labor to this order, the Contractor shall provide written certification stating the individual's name, labor category, and certify that the individual meets or exceeds the minimum qualifications of the labor category. The Contractor shall also provide copies of applicable certifications/licenses. This written certification shall be made by email to the Contract Specialist and the COR.

#### **JUNIOR SYSTEM INTEGRATION ENGINEER**

Five (5) years of technical experience in the development or maintenance of software and/or information networks.

Demonstrated knowledge of requirements definition, formulating design methodology, systems integration and testing to verify required performance, database design and development, modular testing, assessment of change proposals for technical merit, and documentation origination.

Demonstrated knowledge of and experience in managing, integrating, and administrating systems engineering tools, e.g., requirements management tools, configuration management tools, and architecture/design tools.

#### **JUNIOR SYSTEMS ENGINEER**

Three (3) years of technical experience in information systems development, functional and data requirements analysis, systems analysis and design, programming, program design and documentation preparation.

Demonstrated experience designing and implementing networked client/server or distribution system.

Demonstrated experience communicating directions and providing guidance to a team of system engineers.

Demonstrated proof of IAT Level II certification (for current personnel NLT 90 days from the effective date of Mod 02; for new personnel NLT 90 days from initial start date under this order), and IT Level 1 SSBI paperwork submitted (for current personnel NLT 30 days from the effective date of Mod 02; for new personnel within 30 days from initial start date under this order) (0.5 FTE)

#### **JUNIOR SOFTWARE ENGINEER**

Three (3) years of technical experience in all phases of the software life cycle sustainment for information systems, including relational database development.

Demonstrated experience in the design and implementation of networked client/server or distributed systems.

Demonstrated experience leading software development efforts, communicating directions and providing guidance to a team of software engineers.

Demonstrated proof of IAT Level II certification (for current personnel NLT 90 days from the effective date of Mod 02; for new personnel NLT 90 days from initial start date under this order), and IT Level 1 SSBI paperwork submitted (for current personnel NLT 30 days from the effective date of Mod 02; for new personnel within 30 days from initial start date under this order) (4 FTEs)

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## **JUNIOR WEB DEVELOPER**

Three (3) years of technical experience in developing application components and web pages to support the design of informational web-based systems.

Demonstrated knowledge of and experience of all phases of a software life-cycle.

Writing skills in support of a software development project.

Demonstrated experience communicating directions and providing guidance to a team of web developers.

Demonstrated proof of IAT Level II certification (for current personnel NLT 90 days from the effective date of Mod 02; for new personnel NLT 90 days from initial start date under this order), and IT Level 1 SSBI paperwork submitted (for current personnel NLT 30 days from the effective date of Mod 02; for new personnel within 30 days from initial start date under this order) (0.5 FTE)

Experience in 2 of the following 5 toolsets:

- Web page content tools (ie., HTML , CSS 3 , JavaScript, jQuery, Ajax)
- PHP
- Java
- PL/SQL
- Graphics tools including Graphviz

## **JUNIOR SERVICE SUPPORT SPECIALIST**

Two (2) years of technical experience in operating a PC-based and telephone-based Customer Support Desk and User Administration processes.

Demonstrated experience with Microsoft Office and web-based products.

Experience documenting administration processes and reporting user account metrics.

## **TECHNICIAN**

Three (3) years of technical experience in information systems development, functional and data requirements analysis, systems analysis and design, programming, program design and documentation preparation

Experience prepares engineering change documentation, integration/installation plans, and system testing plans

## **DATA ENTRY SPECIALIST**

Three (3) years of professional experience providing administrative support and/or document control in an office or computer operations environment

Experience with distribution of written materials, products or electronic data in accordance with predefined procedures and distribution lists

## **H.4 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. The Contractor agrees that during the first ninety (90) days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### **H.5 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

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

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

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

(d) TRIPWIRE NOTIFICATION: If the employee is a current employee of the Contractor (or a Subcontractor), the fully burdened hourly rate that will be invoiced under the order shall be provided. If the labor rate to be invoiced for the individual will exceed any Navy labor rate tripwire for service contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's addition to the task order. The COR will provide the current Navy labor rate tripwire information upon request.

#### **H.6 RESUME FORMAT AND CONTENT REQUIREMENTS**

In order to facilitate evaluation, all resumes shall be provided in the following format, and not exceed three (3) pages each:

##### **(a) HEADER**

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

Note if the individual is key on another contract with a period of performance that will overlap this requirement. Note plans to satisfy both contracts if the Offeror is selected for award.

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

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

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- Professional licenses and specialized certifications. (Note the date obtained for each, as well as the date when each license/certification requires renewal)

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE

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

ii. Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an Offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure Offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

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

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

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

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

Gaps in experience shall be explained.

Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: **CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Task Order N00178-04-D-4127-0014 by Southeastern Computer Consultants Inc. and intend to make myself available to work under any resultant contract to the extent proposed."**

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

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

Resumes without this certification will be unacceptable and will not be considered.

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

**H.7 LABOR TRIPWIRE JUSTIFICATIONS**

(a) The Contractor shall advise the COR and the Contract Specialist, by e-mail, if the pending addition of any individual (Key or non-Key) will be at fully burdened labor rate (through target fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until he is advised by the Contract Specialist that the request has been approved.

(b) The Contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order/Technical Instruction. If the individual is a Subcontractor or Consultant, the rate build-up shall include the Prime Contractor's pass through rate.

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(c) Currently, the tripwire level is a fully burdened labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (Prime, Subcontractor, or Consultant) is proposed to work under the contract. The Contractor will be advised of any changes to this tripwire level that occur during performance. All Fully Burdened Labor Rates of \$156/hour or greater shall require the COR and the PCO's review and written approval.

#### **H.8 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

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

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

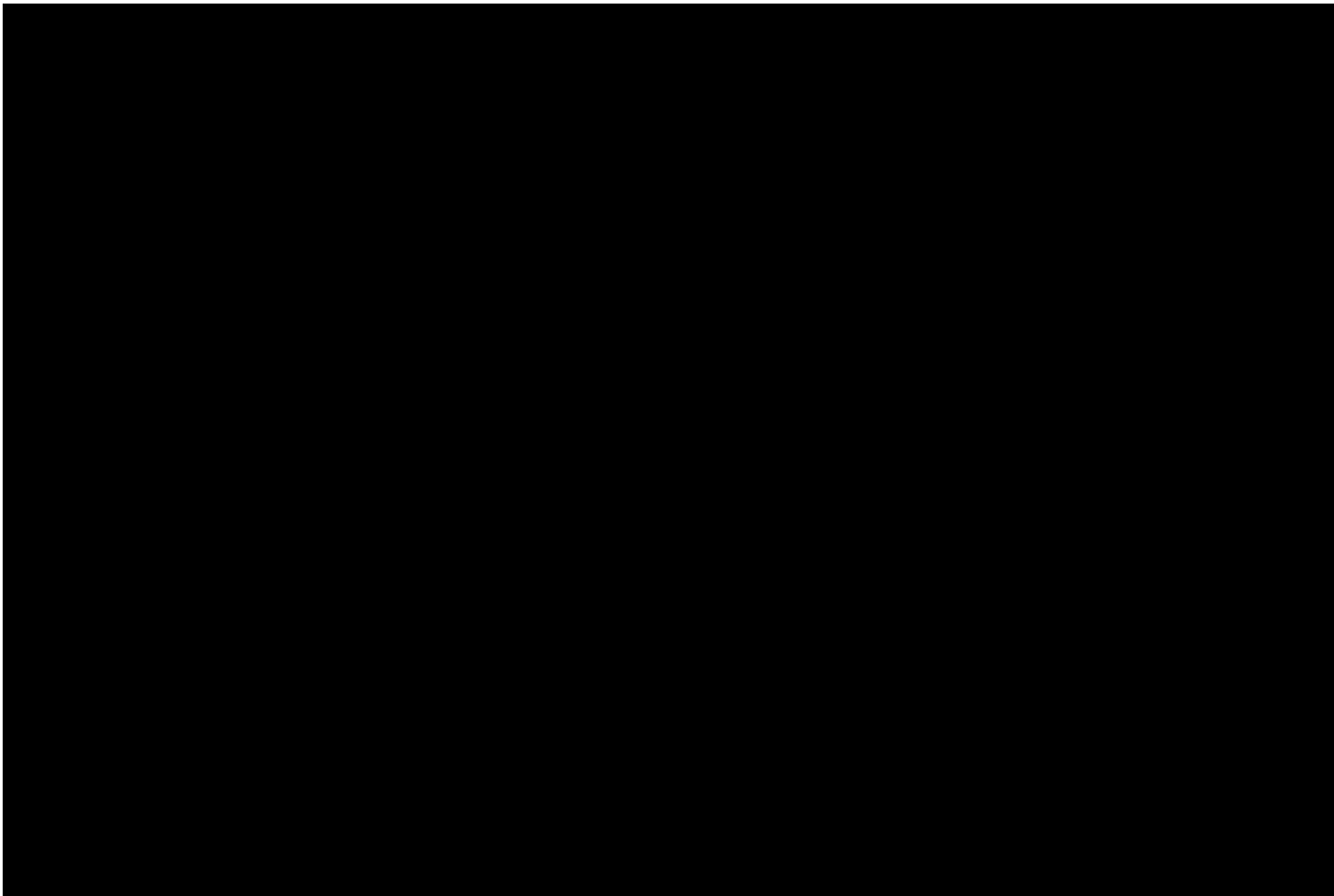
(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

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

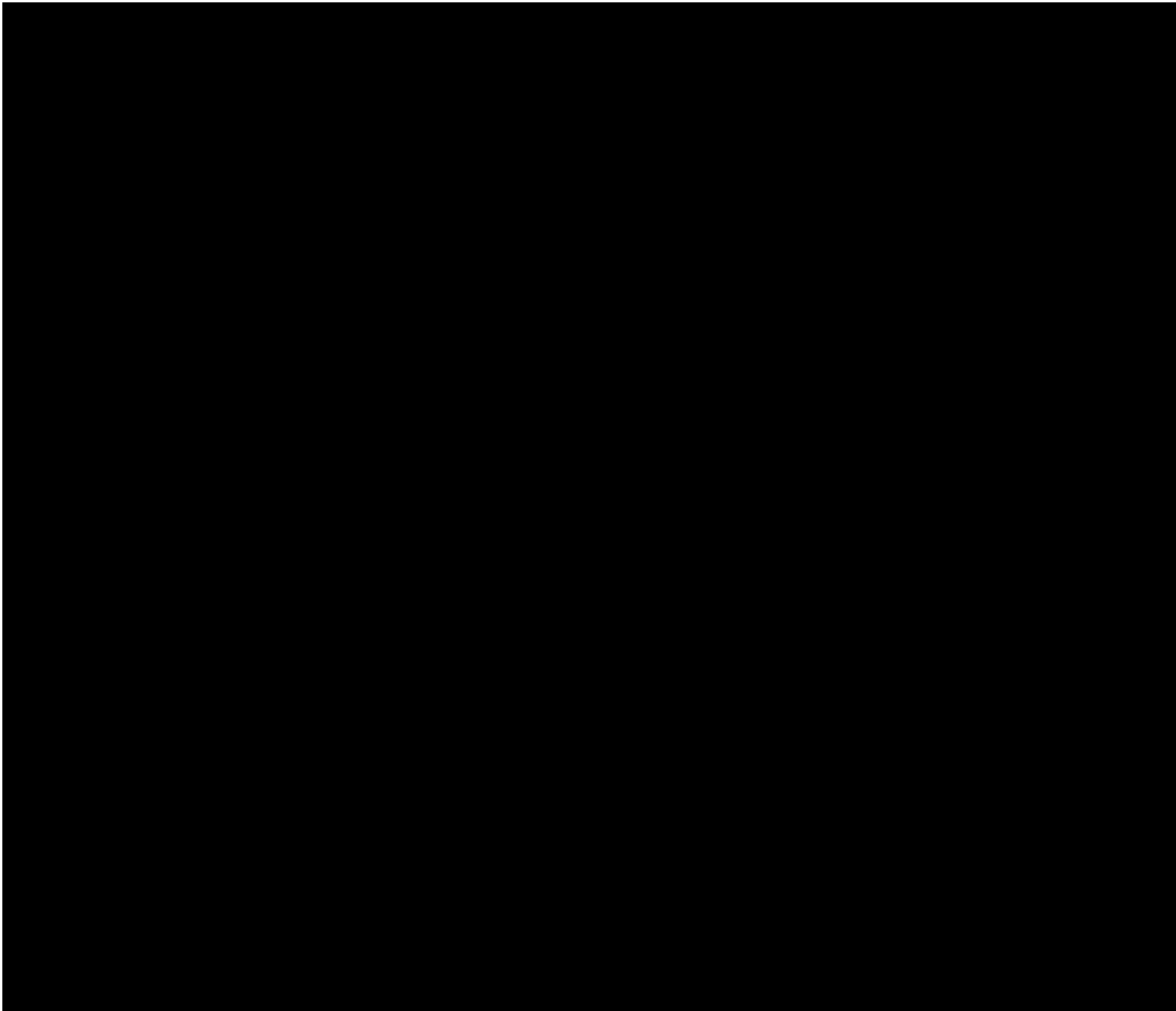
(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance

#### **H.9 Ddl-H10 FUNDING PROFILE**

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

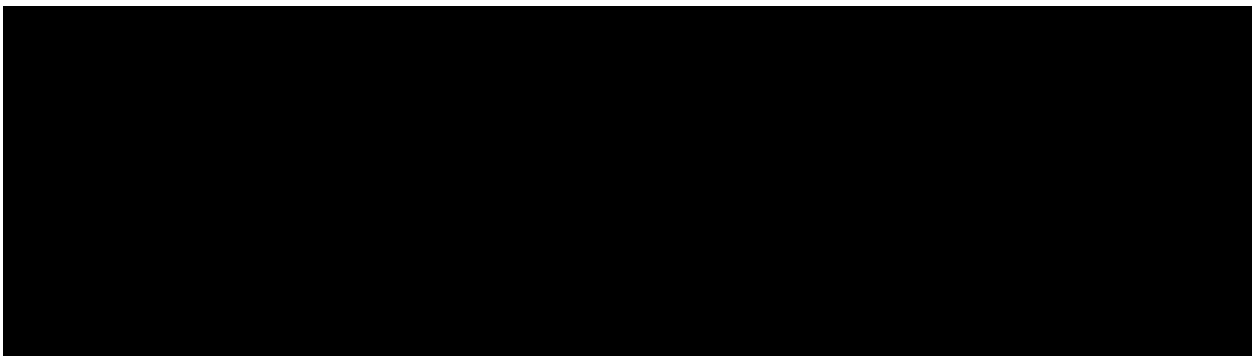


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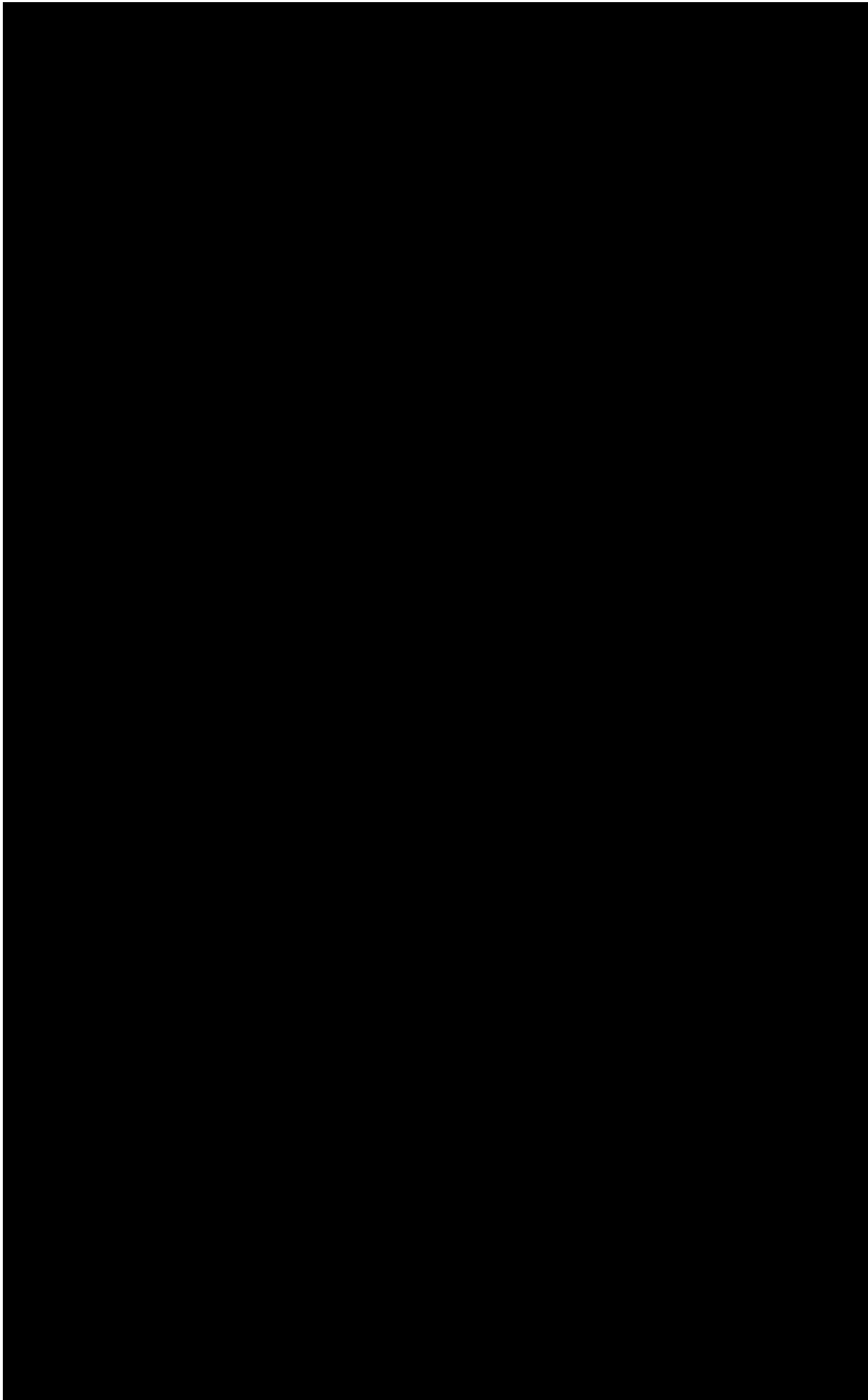


**H.10 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

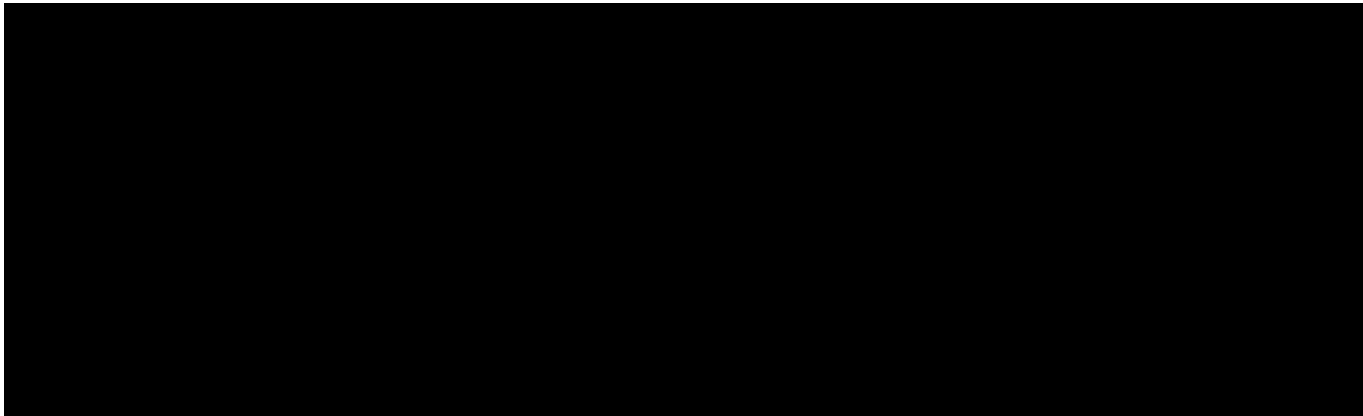


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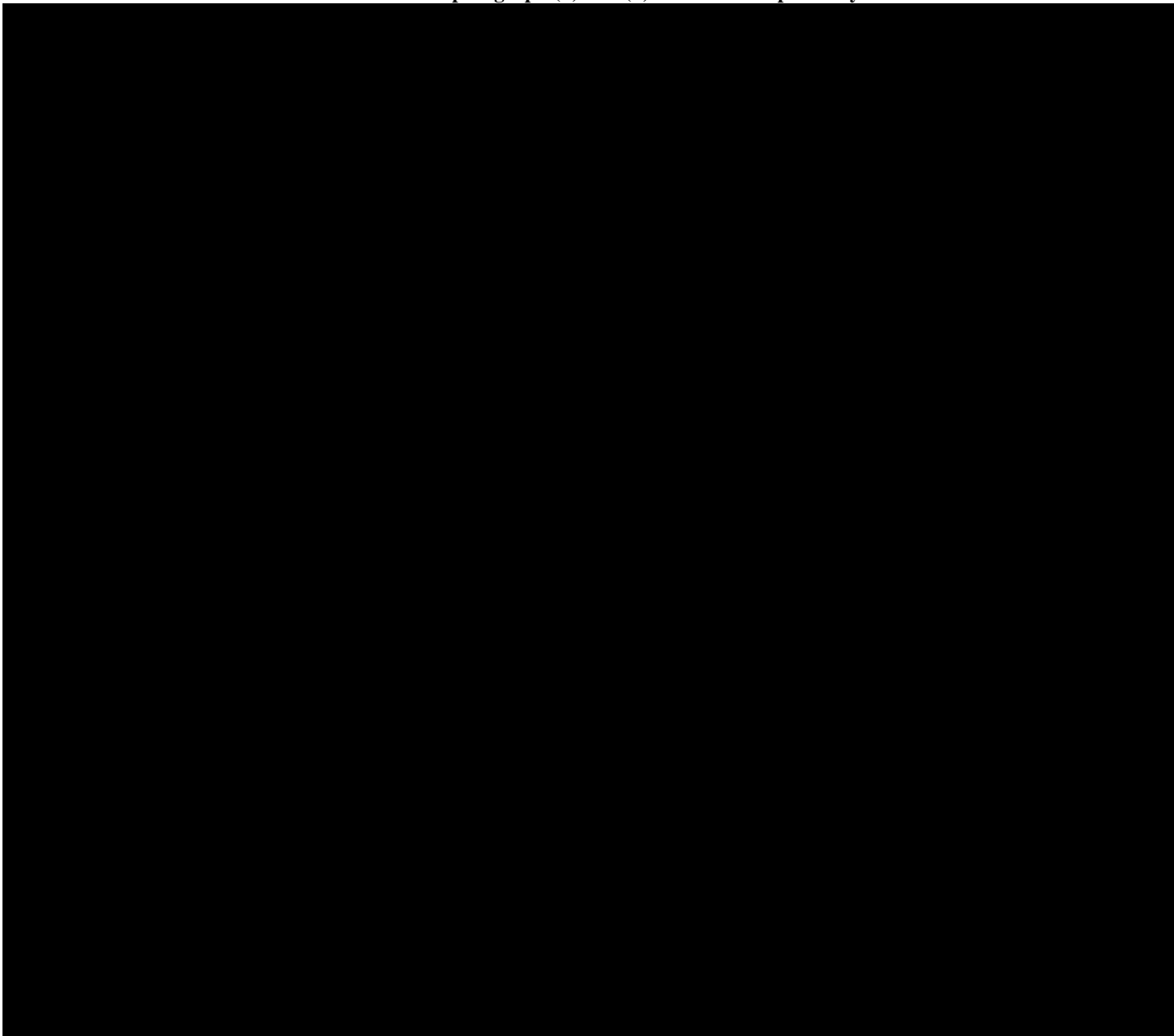
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**H.11 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)**

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

**The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.**



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

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to **10%** of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient

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office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

#### **H.12 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYDH-40010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000  
Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

#### **H.13 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

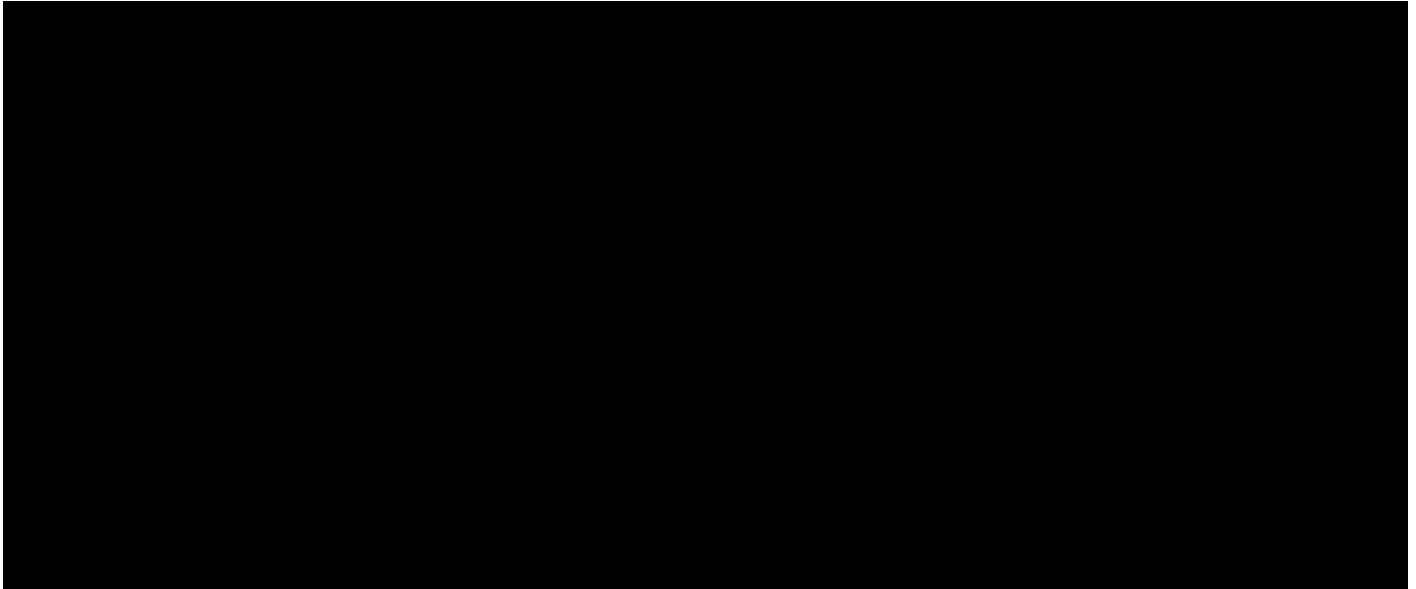
(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

#### **H.14 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)**

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The Government will provide only that property identified in **Attachment J.4**, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request, the Government will furnish the identified government property for use in the performance of this contract.

#### H.15 SAVINGS INITIATIVES



#### H.16 eCRAFT LABOR CATEGORY CROSSWALK

The Contractor shall utilize the below Labor Categories as part of the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) report submittal in accordance with C.30. This table identifies the Task Order Labor Category, as well as, the corresponding eCRAFT Labor Category for reporting purposes.

| Task Order Labor Category           | eCRAFT Labor Category                   |
|-------------------------------------|---|
| Program Manager                     | MANAGER, PROGRAM/PROJECT II ----- MANP2 |
| Project Manager                     | MANAGER, PROGRAM/PROJECT I ----- MANP1  |
| Principal System Engineer           | ENGINEER, SYSTEMS IV ----- ESY4         |
| Senior Software Engineer            | ENGINEER, COMPUTER III ----- EC3        |
| Senior Requirement Specialist       | ANALYST, MANAGEMENT II ----- ANM2       |
| Senior System Engineer              | ENGINEER, SYSTEMS III ----- ESY3        |
| Senior Test Engineer                | ENGINEER III ----- E3                   |
| Senior Systems Integration Engineer | ENGINEER, SYSTEMS IV ----- ESY4         |
| Senior Web Developer                | COMPUTER PROGRAMMER III ----- 14073     |
| Senior Data Management Specialist   | MANAGER, ADMINISTRATIVE II ----- MANA2  |
| Senior Service Support Specialist   | CLERK, GENERAL III ----- 01113          |
| Jr. Systems Integration Engineer    | ENGINEER, SYSTEMS II ----- ESY2         |
| Jr. Systems Engineer                | ENGINEER, SYSTEMS II ----- ESY2         |
| Jr. Software Engineer               | ENGINEER, COMPUTER II ----- EC2         |
| Jr. Web Developer                   | COMPUTER PROGRAMMER II ----- 14072      |
| Jr. Service Support Specialist      | CLERK, GENERAL II ----- 01112           |
| Technician                          | TBD                                     |
| Data Entry Specialist               | MANAGER, ADMINISTRATIVE I ----- MANA1   |

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## SECTION I CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE

|              |  |          |
|--------------|--|----------|
| 52.203-16    | Preventing Personal Conflicts of Interest  | DEC 2011 |
| 52.204-6     | Data Universal Numbering System Number   | APR 2008 |
| 52.204-9     | Personal Identity Verification of Contractor Personnel   | JAN 2011 |
| 52.204-12    | Data Universal Numbering System Numbering Maintenance  | DEC2012  |
| 52.223-18    | Encouraging Contractor Policies to Ban Text Messaging While Driving                                | AUG 2011 |
| 52.224-1     | Privacy Act Notification   | APR 1984 |
| 52.224-2     | Privacy Act  | APR 1984 |
| 52.245-1     | Government Property  | APR 2012 |
| 52.245-9     | Use and Charges  | APR 2012 |
| 252.204-7000 | Disclosure of Information  | DEC 1991 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property                                    | AUG 2012 |
| 252.245-7002 | Reporting Loss of Government Property  | APR 2012 |
| 252.245-7003 | Contractor Property Management System Administration   | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal   | MAY 2013 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | DEC 2015 |
| 252.204-7012 | Safeguarding Covered Defense Information And Cyber Incident Reporting                              | DEC 2015 |

**All clauses in the offeror's MAC contract apply to this Task Order, as applicable.**

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

### I.2 CLAUSES INCORPORATED BY FULL TEXT

#### I.2.1 52.216-8 Fixed Fee (Jun 2011)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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### **I.2.2 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)**

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that 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.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).\*

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

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

### **I.2.3 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

### **I.2.4 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

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For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SETASIDE, 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, 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 of the basic contract.

**I.2.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)**

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

| ITEM(s)                | Latest Option Exercise Date  |
|------------------------|--|
| 7100, 7150, 7199, 9100 | No later than 12 months after the Task Order performance start date. |
| 7200, 7250, 7299, 9200 | No later than 24 months after the Task Order performance start date. |
| 7300, 7350, 7399, 9300 | No later than 36 months after the Task Order performance start date. |
| 7400, 7450, 7499, 9400 | No later than 48 months after the Task Order performance start date. |

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

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

**I.2.6 52.243-7 NOTIFICATION OF CHANGES (Apr 1984)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment

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under this clause, including —

- (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within ten calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either —
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
  - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
  - (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made —
    - (i) In the contract cost or delivery schedule or both; and
    - (ii) In such other provisions of the contract as may be affected.
  - (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to



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prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

**I.2.7 252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

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## SECTION J LIST OF ATTACHMENTS

From Attachment J.1 - DD254

To Attachment J.1 - Revised DD254

Attachment J.2 - Deleted at award

Attachment J.3 - Deleted at award

From Attachment J.4 - GFP

To Attachment J.4 - Revised GFP

From Attachment J.4 - Revised GFP

To Attachment J.4 - Revised GFPII

Attachment J.5 - COR Appointment Letter

Exhibit A - DD1423

Distribution:

Hard Copy

File

EDA

DCMA Hampton

DFAS Columbus Center, South Entitlement

DCAA Central Maryland Branch Office

Email

[REDACTED]