

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00009

3. EFFECTIVE DATE
26-Jul-2018

4. REQUISITION/PURCHASE REQ. NO.
See Section G

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)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4127 / N0017818F3004

10B. DATED (SEE ITEM 13)

02-Mar-2018

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)
Bilateral, FAR 52.232-22, Limitation of Funds, in Section I of the MAC

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 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)

26-Jul-2018

BY (Signature of Contracting Officer)

26-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

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

GENERAL INFORMATION

The purpose of this modification is to realign funds from Labor SLIN 7001AH to ODC SLIN 9001AH, and provide an increment of funds. The Funding Profile and Allotment of Funds have been updated in Section G. Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

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

[REDACTED]

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

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

DISTRIBUTION:

- [REDACTED]
- [REDACTED]

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

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

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

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

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

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

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

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

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

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

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C.1 SCOPE

The purpose of this contract is to provide engineering and technical services to programs in support of the Gun Weapons Systems Division, Naval Surface Warfare Center Dahlgren Division NSWCDD.

The systems supported include combat weapon systems under the Gun Weapons Systems Division. The current systems include the Gun Weapon System (GWS) Mk 34 & Mk 48 and its components: Gun Computer System Mk 160, Optical Sight System Mk 46, Electro-Optical Sight System Mk 20, Gun Mounts Mk 45 and Mk 110, and the Naval Fire Control System (NFCS).

Specific support services include assimilating and analyzing requirements; integrating the programs into an overall combat system; developing software and hardware for tactical applications; providing system expertise in the areas of system, software and hardware engineering; providing testing and training support for installation and operational systems; and analyzing the impact to interfacing programs. Support includes travel to other sites (CONUS and OCONUS) for the purpose of meetings, training, and testing efforts.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this SOW, and are accessible through the internet:

DODI 8500.01	Cybersecurity	14-Mar-14
DODI 8510.01	Risk Management Framework (RMF) for DoD Information Technology (IT)	12-Mar-14
DODD 8140.01	Cyberspace Workforce Management	11-Aug-15
DoD 8570.01-M	Information Assurance Workforce Improvement Program	10-Nov-15
DON CIO Memo 01-09	Information Assurance Policy for Platform Information Technology	30-Jan-09
NIST 800-37 REV 1	Guide for Applying the Risk Management Framework to Federal Information Systems	Feb-2010, updated 5-Jun-2014
MIL-HDBK-61A(SE)	Configuration Management Handbook	7-Feb-01

C.3 REQUIREMENTS

C.3.1 SYSTEMS ENGINEERING

C.3.1.1 The Contractor shall provide systems engineering support services for new and existing systems and programs supported by E30. Support shall include attendance at meetings, assimilation and analysis of requirements, plans for integration of the programs into the overall combat systems, and analysis of impact to interfacing programs. (CDRL A002, A011)

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C.3.1.2 The Contractor shall support requirements assessments, analyze system architecture, system behavioral modeling, functional analysis, functional flows, functional description, and system interfaces and interoperability. The Contractor shall make recommendations for future warfare and mission requirements based on latest technological advancements. (CDRL A002, A007)

C.3.1.3 The Contractor shall generate systems engineering presentations and reports and generate and deliver papers, maintenance manuals, and installation and removal procedures. (CDRL A002, A003)

C.3.1.4 The Contractor shall generate, update, and maintain Integrated Master Schedules (IMSS) for the supported programs, identifying critical path items and addressing issues. These IMSS shall be integrated and synchronized with other programs' IMSS. (CDRL A004)

C.3.1.5 The Contractor shall provide operational engineering support and recommendations to improve the design and development of the weapon. The Contractor shall provide technical feedback on supported systems to sponsor and user communities for mission requirements.

C.3.1.6 The Contractor shall schedule and facilitate meetings for technical discussions and design reviews for Government programs supported by this order.

C.3.2 DESIGN ENGINEERING

C.3.2.1 The Contractor shall provide software engineering support services for the programs supported under this contract. This support includes the analysis, refinement, and development of mathematical algorithms and software tools (developed in Ada, C, or other programming language as specified) for program areas such as track filtering, ballistics, projectile track, calibration, and prototyping of GWS software and command and control (C&C) software. Onsite and offsite software development efforts include: Windows, Linux (e.g. Red Hat & Red Hawk), C/C++, and Java programming languages.

C.3.2.2 The Contractor shall support the development of hardware and software designs for these systems, and shall generate and deliver design data for design models, drawings, specifications, interface control documents, software description documents, software version description documents, and the appropriate technical and integration data, analysis, and documentation. (CDRL A002, A005, A006, A007)

C.3.2.3 The Contractor shall prepare Specification Change Notices (SCNs) and Problem Reports (PRs), as appropriate, to correspond to computer program changes. (CDRL A008, A009)

C.3.2.4 The Contractor shall perform engineering and data analysis, develop analysis programs, and prepare engineering reports and white papers in support of analysis efforts. (CDRL A002)

C.3.2.5 The Contractor shall support the development of scripts and automation tools used to build, integrate, and deploy software releases to various platforms, understanding source control, branching, and merge strategies.

C.3.3 SOFTWARE COMPLIANCE

C.3.3.1 The Contractor shall provide software compliance support to the programs supported under this Task Order. The Contractor shall provide technical assistance to the Government in ensuring compliance with all policies, guidance, and recommendations stipulated by higher authorities in

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accordance with DODI 8500.01 and DODI 8510.01.

C.3.3.2 The Contractor shall prepare and deliver certification and accreditation documentation that complies with known (e.g., DoD Information Assurance Certification and Accreditation Process (DIACAP) and Platform Information Technology (PIT)) and future (e.g., Risk Management Framework (RMF)) requirements for tactical systems. (CDRL A017)

C.3.3.3 The Contractor shall support testing and risk assessment of the Government tactical systems and provide results and reports.

C.3.3.4 The Contractor shall analyze software and hardware vulnerabilities and assess the likelihood and impact those vulnerabilities may have to Government tactical systems.

C.3.3.5 The Contractor shall analyze and provide recommendations to mitigate risk for the lifecycle of network threats, attack vectors and method of exploitation.

C.3.3.6 The Contractor shall assess and provide recommendations for Plan of Action and Milestone (POA&M) and waivers to DoD policies and directives.

C.3.3.7 The Contractor shall prepare and update documentation for certification and accreditation of Government tactical systems. (CDRL A017)

C.3.3.8 The Contractor shall recommend and implement Government countermeasures to protect Government IT components.

C.3.4 TESTING

C.3.4.1 The Contractor shall provide engineering studies, plans, and related documents including trade-off studies, test or exercise plans and reports, and performance and effectiveness improvement studies. (CDRL A002, A010)

C.3.4.2 The Contractor shall provide onsite and offsite testing support including the design and analysis of test items, systems, and test fixtures. (CDRL A002)

C.3.4.3 The Contractor shall perform test planning and setup, execution, data collection, and test data analysis functions. (CDRL A010)

C.3.4.4 The Contractor shall prepare test documentation, test plans, test reports, test schedules, Mission Control Panel briefings, Mission Readiness Reviews, Test Readiness Reviews, Standard Operating Procedures (SOP), safety requirements and presentations for safety review. (CDRL A002, A003, A010)

C.3.4.5 The Contractor shall perform test data collection and reduction and analysis for completion of tests relating to gun, system (gun mount and other associated equipment), and ammunition testing.

C.3.5 DOCUMENTATION MANAGEMENT

C.3.5.1 The Contractor shall deliver documentation that includes reports, publications, NSWCDD Technical Reports, Technical Notes, concept papers, and white papers. (CDRL A002, A016)

C.3.5.2 The Contractor shall coordinate all documentation tasks and interfacing with the Government's principal investigators. The Contractor shall deliver finished reports and presentations which accurately reflect the findings and conclusions of the Government. (CDRL A002, A016)

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C.3.5.3 The Contractor shall deliver presentations on systems engineering using a variety of software applications and CAD techniques, (e.g., SolidWorks PDM, and supported imaging capturing software). The Contractor shall produce and perform technical typing, grammatical editing, and quality control of finished documents, and develop documentation drawings and visuals for presentations and technical reports. (CDRL A002, A003, A016)

C.3.5.4 The Contractor shall produce copies of finished documents for distribution.

C.3.6 DATA MANAGEMENT

C.3.6.1 The Contractor shall provide requirements tracing and data management support for the engineering effort including system requirements tracing from high-level specifications through design, code, and test.

C.3.6.2 The Contractor shall support the design, development, and maintenance databases and tools to facilitate the maintenance and tracking of systems engineering and program management activities. The Contractor shall also support the administration and implementation of COTS databases and work-management systems using Government infrastructure and tools to produce reports of systems engineering, configuration management, and program status.

C.3.6.3 The Contractor shall make recommendations for configuration management and quality assurance plans and procedures.

C.3.6.4 The Contractor shall maintain the databases for ship and system configuration files, system builds, and deliveries. (CDRL A002)

C.3.6.5 The Contractor shall support software build and release management as follows: the Contractor shall develop, update and maintain environment and software build procedure documentation; maintain the release schedule for all core services and ensure alignment across internal business and clients; and maintain a release repository and manage key information such as build and release procedures, dependencies, and notification lists.

C.3.7 CONFIGURATION MANAGEMENT

C.3.7.1 The Contractor shall provide configuration management (CM) services for supported systems at the program, project, system, and subsystem levels.

C.3.7.2 The contractor shall perform CM Secretariat functions, including generation of agendas, scheduling, preparing and distributing minutes and tracking and follow-up of action items. These functions shall be performed for Change Review Boards (CRB), Change Control Boards (CCB) and other related boards and working groups, including Interface Control Working Groups (ICWG).

C.3.7.3 The Contractor shall attend and provide technical Subject Matter Expert (SME) inputs to CRBs and CCBs.

C.3.7.4 The Contractor shall maintain existing formal Configuration Management Plans (CMP), Software Version Documents, and related documentation.

C.3.7.5 The Contractor shall maintain a Government owned database for tracking Change Requests and other configuration logistics data. The Contractor shall generate or review Change Requests, which include Class I and Class II Engineering Change Proposals (ECPs), Requests for Deviations (RFDs), Request for Waivers (RFWs), Ship Change Notices (SCNs), Change Concept Forms (CCFs), Configuration Control Board Directives (CCBDs) and Contract Data Requirements Lists (CDRLs), in accordance with MIL-HDBK-61A and configuration management

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plans, and provide review comments to the Government.

C.3.7.6 The Contractor shall maintain, update, and serve as administrator for a program and project-level CM technical data repository.

C.3.8 COMMON OPERATING ENVIRONMENT SUPPORT (NFCS)

C.3.8.1 The Contractor shall provide technical assistance in troubleshooting Common Operating Environment (COE) related problems and recommend architectural and systems solutions to enhance (NFCS) operations within a COE.

C.3.8.2 The Contractor shall support software design, review, analysis, prototyping, and development support for COE using public COE/Integrated Command, Control, Communications, Computers, and Intelligence (C4I) System Framework (ICSF) Advanced Programming Interfaces (APIs). The Contractor shall support the integration of this software into the NFCS software baseline.

C.3.9 SYSTEM TRAINING

C.3.9.1 The Contractor shall provide training curricula (e.g. software and documentation) and train end users how to operate NSWCCD developed systems. The Contractor shall provide review, analysis, and development support for training software. The Contractor shall identify any issues within to the overall training program. The Contractor shall provide troubleshooting support on-site for deployed systems. The Contractor shall investigate problems and recommend architectural and systems solutions to enhance system operations within the training environment. (CDRL A002, A003)

C.3.9.2 The Contractor shall provide and deliver training on the operation of specific engagement systems, subsystems, and/or components. The Contractor shall prepare course syllabi, classroom training, training aids, and exams to measure achievement of learning objectives. (CDRL A002, A003)

C.3.10 LABORATORY SUPPORT

C.3.10.1 The Contractor shall provide laboratory maintenance for the supported programs, including identifying necessary tools and materials to effectively maintain the laboratory equipment on a daily basis. The Contractor shall troubleshoot failed equipment reported to the facility manager and provide the status and health of the equipment.

C.3.10.2 The Contractor shall maintain and troubleshoot hardware for the Gun Weapon System, Gun Computer System, and related hardware.

C.3.10.3 The Contractor shall perform fiber optic splicing, fiber management, and fiber optic assembly operations. The Contractor shall build equipment prototypes and make recommendations for future lab growth requirements.

C.3.10.4 The Contractor shall manage electro-mechanical assembly projects.

C.3.10.5 The Contractor shall apply Agile Development principles and processes where appropriate to the design, build, and testing of computing systems.

C.4 MANDATORY REQUIREMENTS

The mandatory requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

C.4.1 Requirement 1 - Facility Location - The Contractor's primary facility providing support to this requirement must be located within 60 miles of NSWCCD.

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C.4.2 Requirement 2 - Facility Clearance - The Contractor's primary facility supporting this requirement must possess a Facility Clearance of SECRET with SECRET storage and processing capability.

C.4.3 Requirement 3 - Personnel Security Clearances - All personnel performing in technical positions under this Task Order shall possess at least a DoD Industrial Security Clearance in JPAS of SECRET. Interim clearances are acceptable.

C.5 CONTRACTOR MANAGEMENT AND SUPERVISION

C.5.1 The Contractor shall monitor staffing, technical progress, financial status, and travel for the supported programs. The Contractor shall track all personnel who have been approved to charge this Contract. The Contractor shall provide copies of invoices received from Subcontractors and consultants as well as evidence of its review to ensure that all invoiced costs represent services that have been performed and deliverable items. (CDRL A001, A012, A013)

C.5.2 The Contractor shall provide sufficient on-site supervision to assure all personnel work instructions and schedules originate with the Contractor rather than with the Government technical office. This supervision shall assure that the Contractor's personnel are not assigned work instructions and schedules outside this statement of work. Any perceived conflicts with the statements of work shall be directed to the Contracting Officer and Contracting Officer's Representative (COR).

C.6 IN-PROCESS REVIEWS

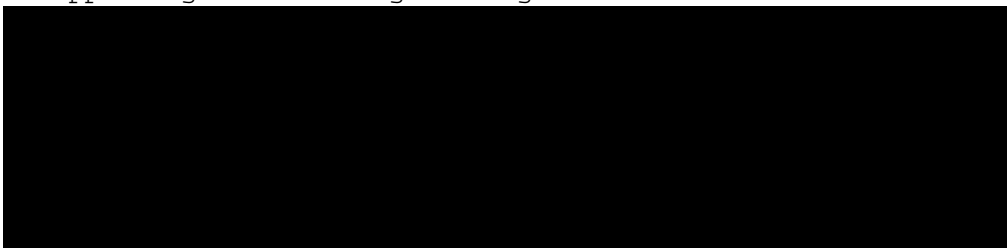
The Contractor shall conduct In-Process Reviews (IPRs) with the Government. The reviews are estimated to take place on a semi-annual basis scheduled with the Contract Officer's Representative. One week in advance of the IPR, the Contractor shall submit a copy of the data to be presented at the IPR which shall address the status of action items from the previous IPR, pertinent issues and a financial analysis. All information presented shall be up-to-date as of the final agreed upon agenda. Emergent/future interest items and meetings shall be discussed during the IPR. (CDRL A003, A011)

C.7 OPERATION OF GOVERNMENT VEHICLES

The Contractor may be required to drive Government vehicles both on-site at NSWC, Dahlgren Division and off-site in the performance of duties associated with the tasking of this contract. Government provided vehicles will be used solely for the purposes as described in the Statement of Work of this Task Order. All drivers must present proof of a valid state driver's license prior to operating a Government vehicle. A valid state driver's license shall be accepted as proper authority for operation of vehicles up to and including 10,000 pounds gross vehicle weight and carrying less than 15 passengers.

C.8 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SPACES

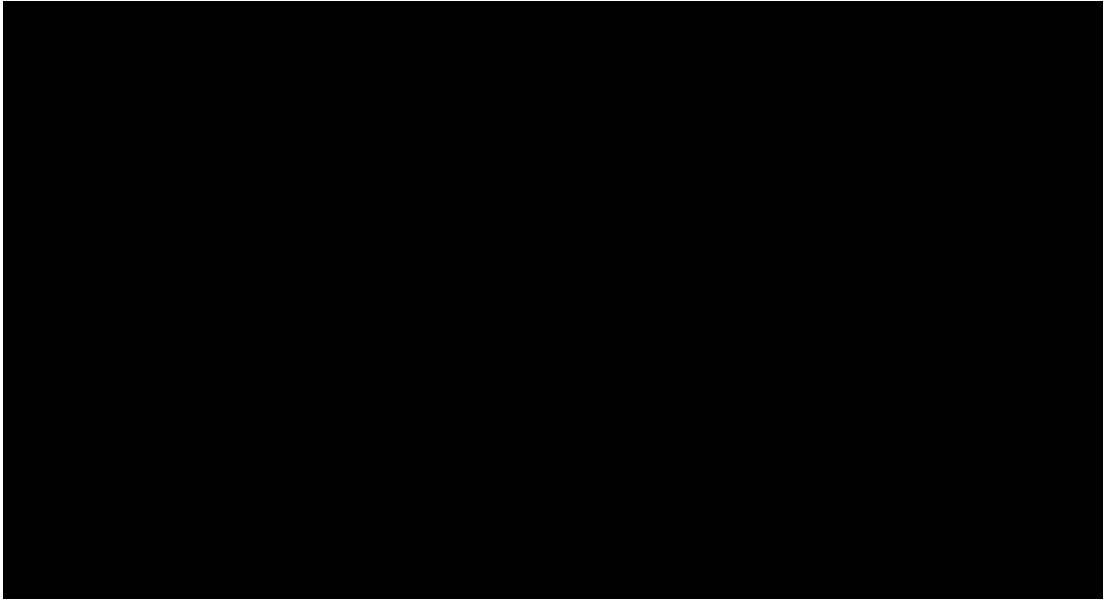
C.8.1 GOVERNMENT FURNISHED OFFICE SPACE - Government office space will be provided under the GWS and NFCS programs for the Contractor personnel supporting software engineering as follows:



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For work performed at the Government's site, the Government will provide all office equipment, to include computer, phone and printer access.

C.8.2 GOVERNMENT FURNISHED LABORATORY SPACE - Government laboratory space will be provided under the GWS and NFCS programs for the Contractor personnel supporting software engineering as follows:



For work performed at the Government's laboratory site, the Government will provide all equipment.

C.8.3 GOVERNMENT FURNISHED INFORMATION - The Government will provide access to information and documentation required for contract performance.

C.8.4 The Contractor shall track and report all Government-owned property in its custody. This requirement is in addition to anything required by regulation, statute, or the assigned Government Property Administrator. This includes items furnished by the Government as well as that which is acquired by the Contractor.

C.9 OTHER DIRECT COSTS (ODC)

C.9.1 During the performance of this task order the Contractor will have to travel and procure material and consumables to perform the tasking of the statement of work. ODCs include material, fasteners, connectors, and tooling. Contractors with an approved accounting system must receive COR approval for ODC purchases above \$10,000. Contractors without an approved accounting system must receive COR approval on all purchases.

C.9.2 All travel under this effort must be authorized by the COR in writing prior to travel and must show the appropriate order number, the number of people traveling, the number of days for the trip, and the reason for the travel. The contractor is not authorized to perform any travel that is not in conjunction with this effort. Travel costs shall be in accordance with FAR 31.205-46. (CDRL A014, A015)

Projected CONUS travel destinations include: Oxnard, CA; San Diego, CA; Mayport, FL; Pearl Harbor, HI; Moorestown, NJ; Picatinny, NJ; Fort Eustis, VA; Charleston, SC; Norfolk, VA; Wallops Island, VA; Virginia Beach, VA; and all other NSWC Warfare Centers. Support may require OCONUS travel, including travel to Japan.

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C.9.3 STATUS OF FORCES AGREEMENT (SOFA)

Personnel performing overseas under this task order are entitled to SOFA status. SOFA Status provides authorized use of:

- (a) APO/FPO/MPO/Postal Services
- (b) Dining Facilities
- (c) MILAIR - Provides for individual employee travel aboard military aircraft.
- (d) Billeting - Provides unaccompanied individual employees with access to unaccompanied Government housing on a cost reimbursable basis.
- (e) Fuel - Provides individual employee with ability to purchase fuel at DoD service centers.
- (f) MWR - Provides individual employee and dependents access to MWR services.
- (g) CAAF - The United States Court of Appeals for the Armed Forces exercises worldwide appellate jurisdiction over members of the armed forces on active duty and other persons subject to the Uniform Code of Military Justice.
- (h) Resuscitative Care - Provides individual employee with life saving emergency care.
- (i) Common Access Card (CAC)/ID Card - Provides individual employees with a CAC/ID Card.
- (j) Military Banking - Provides individual employee access to DoD community banking services.
- (k) Transportation - Needed to move from site to site as required.
- (l) Commissary - Provides individual employee access to Commissary goods.
- (m) Dependents Authorized - Provides individual employee's dependents with area clearance and a Dependents' ID Card.
- (n) Military Exchange - Provides individual employee access to Military Exchange services.
- (o) DoD Schools - Provides space available enrollment in DoD schools, at the individual's expense.

C.10 SECURITY REQUIREMENTS

C.10.1 DD254 Requirements

C.10.1.1 The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachment J.1) provides the security classification requirements for this order. The Contractor shall obtain facility and personnel security clearances at the level 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 attached DD Form 254.

C.10.1.2 Execution of this effort under the SOW requires the Contractor to have access to classified information, systems, system data/products, and detailed analysis of systems up to SECRET. While working on classified tasks, the Contractor shall safeguard all classified materials in accordance with

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applicable Government and industrial security regulations. The Contractor is responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements.

C.10.1.3 All personnel performing on-site must maintain the appropriate level security clearance. A security clearance is required in order to access Government computer systems. Access to and the preparation of classified material may be required in the execution of tasking associated with this contract.

C.10.1.4 The Contractor shall require access to Communications Security (COMSEC) to access military communications and cryptological equipment to provide support to weapon systems development (DD Form 254 Block 10a).

C.10.1.5 The Contractor will be required to receive and generate classified material. (DD Form 254 Block 11c)

C.10.1.6 The Contractor shall require access to NATO classified information to obtain a SIPRnet account and to use the DTIC system to obtain documents on intelligence. (DD Form 254 Blocks 10g, 11g)

C.10.1.7 The Contractor shall require access to NATO and Foreign Government Information in the performance of this contract to provide system engineering and software support to ship and weapons systems and associated foreign military sales. Foreign Governments include: Australia, Japan, and the Republic of Korea. (DD Form 254 Block 10g, 10h)

C.10.1.8 For Official Use Only (FOUO) 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. (DD Form 254 Block 10j, 10k)

C.10.2 Portable Electronic Devices (PEDs)

C.10.2.1 Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCDD instruction defines PEDs as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDs include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPADS, digital picture frames, electronic book readers, kindle, nook, cameras, external hard dish drives, and floppy diskettes.

C.10.2.2 Personal Wearable Fitness Devices (PWFs) marketed primarily as fitness or sleep devices are allowed in all Navy spaces where collateral non-Sensitive Compartmented Information (SCI), classified information is processed, stored, or discussed up to and including secret. User must ensure PWF is compliant with all requirements in NAVADMIN 216/15, Cyber Hygiene Authorization to use Personal Wearable Fitness Devices (e.g., Fitbit, Jawbone UP, etc.) in Navy Spaces, dated 14 September 2015 and register PWF in the NSWCDD Fitness Device Tracker.

C.10.2.3 PEDs belonging to an external organization shall not be connected to

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

C.10.2.4 Personally owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system infrastructure.

C.10.3 Electronic Spillages

C.10.3.1 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 the Government and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the Contractor's performance rating. In the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the Contractor.

C.10.3.2 NSWCDD Command 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 (Attachment J.1). Command Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. Command Security will notify the Contracts Division with the Contractor facility name and contract number, incident specifics and associated costs for cleanup. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

C.10.4 Operational Security

All Contractors (including subcontractors) shall supplement their current security practices by requiring any personnel involved in executing this contract to complete Government-sponsored and administered Operations Security (OPSEC) training. In addition, all Contractors should be aware of the Critical Information List (CIL) for the department they are supporting as well as the OPSEC plan for NSWCDD. Upon contract award, all identified Contractors (including subcontractors) shall sign a Contractor's conformance statement and submit it to the NSWCDD COR named in block 13 of the attached DD254 thereby acknowledging that they will meet the requirements of this contract. The COR shall contact their Department Training Coordinator to schedule key employees to attend the Government-sponsored OPSEC training. The Contractor must immediately notify the Government upon the discovery of any nonconformance with the OPSEC Plan.

C.10.5 Privacy Program Training

Privacy training is mandatory for all NSWCDD personnel (military, civilian, and Contractor) and must be completed annually. The Total Workforce Management System (TWMS) is the official database for workforce training and

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is the preferred tool for taking and recording privacy act training. All NSWCDD personnel are responsible for ensuring individual annual privacy training requirements are met.

C.10.6 Information Security and Computer System Usage

C.10.6.1 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.10.6.2 In accordance with DOD and DON cybersecurity workforce (CSWF) requirements, Contractors designated with IT Level-I are required to have at a minimum, a SECRET clearance based upon a favorably adjudicated Single Scope Background Investigation (SSBI) completed within the last 5 years. Contractor employees that do not have a final clearance investigation within JPAS are ineligible for IT Level-I designation until the SSBI has been favorably adjudicated shall remain at IT level-II status in JPAS and shall not be assigned to a contract position requiring IT Level-I designation.

C.11 USE OF INFORMATION SYSTEM (IS) RESOURCES

C.11.1 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.

C.11.2 Contractor Use of NSWCDD IS Resources

C.11.2.1 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.

C.11.2.2 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.11.3 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

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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 POST AWARD MEETING

C.12.1 A Post-Award Meeting will be conducted after award of the contract. The meeting will be held in Dahlgren, Virginia. The requirement for a Post-Award Meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the contract.

C.12.2 A second post-award meeting may, if necessary, be held after receipt 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 working-days' notice prior to the date of the meeting.

C.13 SKILLS AND TRAINING

C.13.1 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. Information assurance functions require certifications specified in DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION.

C.13.2 Per the requirements set forth in DoD 8570.1M or successor, as a condition of privileged access to any information system, PERSONNEL PERFORMING IA FUNCTIONS must satisfy both preparatory and sustaining DoD IA training and certification requirements as outlined in Chapters 2-5 of the directive. Additionally, personnel with Privileged Access must complete a "Privileged Access Agreement".

C.13.3 All costs for DoD 8570.1M or successor certification shall be borne by the Contractor for new employees on this Task Order. 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.

C.13.4 Training necessary to maintain professional certification is the responsibility of the Contractor.

C.13.5 The Contractor shall provide training opportunities to maintain Contractor capabilities and skills to coincide with changing technology environments.

C.13.6 Training on non-commercial and department-specific tools and procedures will be provided by the Government.

C.13.7 Other training may be approved on a case-by-case basis by the PCO. Advance approval is required.

C.13.8 Attendance at workshops or symposiums is considered training for the purposes of this clause.

C.13.9 The Contractor is encouraged to suggest a cost-sharing arrangement that addresses registration, tuition, travel, and labor costs.

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C.14 SUBCONTRACTORS/CONSULTANTS

C.14.1 None of the services required by this contract shall be subcontracted to, or performed by, persons other than the Contractor or the Contractor's employees without the prior written consent of the Procuring Contracting Officer

C.14.2 In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007) in Section I of the MAC, the Contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section G of the Task Order. Further, this documentation should be submitted for each subcontract increase in scope (hours) or price.

(a) Statements addressing:

(1) The impact on the Contractor's ability to provide service at the contracted price,

(2) The impact on compliance with FAR 52.219-14, Limitations on Subcontracting. (also show calculations)

(b) Sole source justification (if applicable)

(c) A copy of the proposed subcontractor's cost or price proposal.

(d) Documentation establishing that the negotiated price is fair and reasonable.

(e) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the Prime Contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract if lower than the Prime Contractor's rate caps.

(f) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be directly obtained by the prime Contractor.

C.14.3 The Government strongly discourages T&M or Labor Hour pricing arrangements because the Contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted for subcontracts. In these instances, the Contractor shall provide specific justification to negotiate subcontracts with this pricing arrangement. The Prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed the fee rate negotiated for this Task Order. The Prime Contractor shall also identify specific additional surveillance/controls to be employed to ensure that efficient performance methods are being employed.

C.15 NON-DISCLOSURE AGREEMENTS (NDAs)

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

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personnel that will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information that must be safeguarded. Copies of all executed NDAs shall be provided to the COR for endorsement and retention.

C.16 DIGITAL DELIVERY OF DATA

C.16.1 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.

C.16.2 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.16.3 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 contract.

C.17 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this contract may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code Section 552a and applicable agency rules and regulations. Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the 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

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C.18.1 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 the clause 52.243-7.

C.18.2 Inherently-Governmental functions are not within the scope of this Contract. Decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government. The Contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

C.19 CONTRACTOR IDENTIFICATION

C.19.1 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 48 hours following completion of the Contract, relocation or termination of an employee, and upon request by the Contracting Officer.

C.19.2 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 other contractors are present.

C.20 CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of NAVSEA and NSWCDD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

C.21 TERMINATION OF EMPLOYEES WITH BASE ACCESS

C.21.1 The Contractor shall ensure that all employees who have a DoD badge turn in the badge 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

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requiring DoD base access.

C.21.2 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 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 Command Physical Security for the return of the badge.

C.22 ON-SITE ENVIRONMENTAL AWARENESS

C.22.1 The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.22.2 The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their training coordinator or their COR.

C.22.3 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.

C.22.4 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.

C.22.5 Contractor copies of the records generated by the actions described in C.22.2 and C.22.3 above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

C.23 ON-SITE SAFETY REQUIREMENTS

C.23.1 The Contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

C.23.2 The Contractor shall ensure that each contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance. This document is available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.23.3 The Contractor shall provide each contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The Contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

C.23.4 The Contractor shall provide each contractor employee with the personal protective equipment required to do their job safely and in compliance with

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all applicable regulations.

C.23.5 Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision) [provided upon request]. Prior to bringing radioactive materials or machine sources on base, the Contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

C.23.6 The Contractor shall ensure that all hazardous materials (hazmat) procured for NSWCDD are procured 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://wwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/.

C.23.7 Upon request, the Contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a Contractor's injury/illness rates are above the Bureau of Labor & Statistics Industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

C.23.8 Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

C.23.9 The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

C.23.10 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://wwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.24 SHIPBOARD PROTOCOL

C.24.1 This tasking may involve platform engineering and fleet support onboard ship. As such, the Contractor is reminded of his responsibility to assure that shipboard protocol is stringently followed. Specifically, visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship; the Contractor is responsible for obtaining and maintaining specialized training (i.e. nuclear awareness, safety, quality control, etc.) and certification (i.e. SUBSAFE certificates etc.); personnel performing on board US Navy Ships must have at least a Secret Security Clearance; if not led by a Government representative the Contractor is responsible for briefing the ship/command upon arrival and the Contractor is responsible for debriefing the ship/command upon departure to include operational status of equipment.

The Contractor shall ensure its personnel adhere to these requirements when performing shipboard tasking.

- All assigned personnel must possess at least a SECRET Security Clearance.

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- All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy and procedures.
- Alarms - actual or drill shall be reported and procedures appropriately adhered.
- Safety - hardhats, tag-outs, safety shoes, goggles, safety harnesses, etc., as appropriate shall be utilized.
- Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship both pier side and underway.
- Must be able to stand, walk, climb stairs, balance, stoop, kneel, crouch or crawl around and lift a maximum of 50 lbs. (single person) in the test environment.
- HAZMAT - Bringing hazardous materials aboard, using hazardous materials is strictly prohibited.

The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

The designated team lead shall, upon final departure, debrief the Commanding Officer or his/her designated representative as to the success of the tasking and the operational condition of affected equipment.

C.24.2 Instruction

(a) The Contractor shall comply with COMUSFLTFORCOM/COMPACFLT Instruction 6320.3A regarding the medical and dental screening of all Personnel that may embark aboard any U.S. Navy vessel.

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

(c) The Contractor shall ensure that repair and maintenance employees working aboard vessels, dry docks and piers have a valid ten (10) hour OSHA Maritime Shipyard Employment Course #7615 completion card within sixty (60) days of employment.

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

(e) 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 NSWCCD Environmental Policy Statement within 30 days of commencing contract performance.

This document will be available from the COR, however, the policy is also provided on the NSWCCD website, https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/.

(f) Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured by (b), (c), and

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(d) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—(b), (c), or (d) above--each employee has satisfied.

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

(h) Civilian guests shall complete a medical and dental screening form and submit it to the ship's Senior Medical Department Representative (SMDR) or Senior Medical Officer (SMO) prior to boarding.

C.25 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

C.25.1 The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Dahlgren Division via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are: (1) W, Lease/Rental of Equipment; (2) X, Lease/Rental of Facilities; (3) Y, Construction of Structures and Facilities; (4) S, Utilities ONLY; (5) V, Freight and Shipping ONLY. The Contractor is required to completely fill in all required data fields using the following web address
<https://doncmra.nmci.navy.mil>.

C.25.2 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.26 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.

(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. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

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

C.27 DATA RIGHTS

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(a) This is a Task Order 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 Task Order, and such work shall include working in cooperation and collaboration with Government Personnel.

(b) Performance of this Task Order 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 and shall be included in an appropriate technical report or other deliverable. 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.

C.28 PLAN OF ACTION AND MILESTONES (POA&M) AND STAFFING PLAN

C.35.1 As directed by the COR, the Contractor may develop a Plan Of Action and Milestones (POA&M) and Staffing Plan Document for each work area and shall submit the POA&Ms for review within twenty-one (21) calendar days after Contract Award, Exercise of Option and/or modifications to the contract which affect the Level of Effort or Dollar Ceilings.

C.35.2 The Contractor shall prepare an Element POA&M/Staffing Plan Document, for each element/work area, for delivery.

C.35.3 The following information shall appear, at a minimum, on each Element level POA&M/Staffing Plan:

- a. Element Name
- b. Date POA&M/Staffing Plan Submitted
- c. Element/Work Area
- d. Contract Number
- e. Performance Period
- f. Contractor Interfaces
- g. Task/Element Manager
- h. Government Interface, COR
- i. Work Summary/Description
- j. Schedule of Events Proposed/Planned to Accomplish Task

C.35.4 Estimated Level of Effort (LOE) Requirement. This section shall include the LOE estimated to perform the work. Schedules/Plans for obtaining additional individuals shall be included, if applicable.

C.35.5 Total Element Cost. Estimated cost shall include all cost (management, support, travel, labor, relocations, all fees, etc.) for that element.

C.35.6 Each POA&M shall be signed by the Contractor (to include signature by Contractor's Element-Level Manager) and shall have a signature block for sign off and approval by the Government.

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C.29 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 Sub-contractor or as a Prime Contractor under this competitive procurement. Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (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 Task Order 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.30 VISITS BY FOREIGN NATIONALS AND FOREIGN REPRESENTATIVES

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

(b) A Contractor-hosted visit of a foreign national or foreign representative may be either an "official" visit or an "unofficial" visit. An official visit is a visit where the foreign national or foreign representative is representing a foreign Government in an official capacity. An unofficial visit is a visit where the foreign national or foreign representative is not representing a foreign Government.

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

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

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

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

(g) Naval Surface Warfare Center Dahlgren Division (NSWCDD) Foreign National Visitor and Foreign Disclosure Application process. The NSWCDD has

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

C.31 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.32 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

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access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information

covered by paragraph (a), substituting "Subcontractor" for "Contractor" where appropriate.

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

C.33 HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

C.34 HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this Contract or Agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this Contract or Agreement that requires access as specified in Paragraph (a) of this requirement, approval must be obtained prior to access for each Contract or Agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information: with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the

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Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring Sub-contractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or Sub-contractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this Contract or Agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this Contract, Agreement or any job order issued under this Agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this Contract or Agreement, regardless of the location of the vessel, and must ensure compliance by all Sub-contractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this Contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being

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performed. The ACP must spell out how non-U.S. citizens are excluded from access to Contract work areas.

(g) The same restriction as in Paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

C.35 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 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.36 HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

(a) Baseline Definition - For configuration control purposes, all contractual

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documentation in effect at the time of Contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement -

(1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this Contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the Contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the Contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document.

Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the Contracting Officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in Paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the Contract. DICMAN- 80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) - An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers - In the event that a baseline design-related

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document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MILHDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the Contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request better meet the intent of the baseline document.

C.37 HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished

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Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

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

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

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

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to Sub-paragraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this Contract, the Contractor may be entitled to an equitable adjustment in the Task Order amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this Contract.

C.38 HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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C.39 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).

(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

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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.

(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.

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(a) Definitions.

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

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

(b) Requirements.

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

C.41 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA)(AUG1994)

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.42 HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA)(JUN 2017)

(a) The Contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE Std. 12207:2008;

(2) Contain the information defined by ISO/IEC/IEEE 15289:2017, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2017. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE Std. 12207:2008 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2017, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE

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15289:2017, as appropriate;

(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;

(8) Be in accordance with the framework defined in IEEE Std. 12207:2008, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2017, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(b) The SDP shall be delivered to the Government for concurrence under CDRL and shall not vary significantly from that proposed to the Government for evaluation for award. The Contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

C.43 DDL-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site. Under this Task Order, Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The Contractor shall have an active Hazard Communication Program in place for all Contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the both the Contracting Officer and the COR with an inventory and Material Safety Data Sheet (MSDS) for these materials.

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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:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(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

Items 7X99- 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 OF F.O.B. DESTINATION DELIVERIES

Items 9XXX series- 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 70XX, 71XX, 72XX, 73XX and 74XX- 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 work 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

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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 representative.

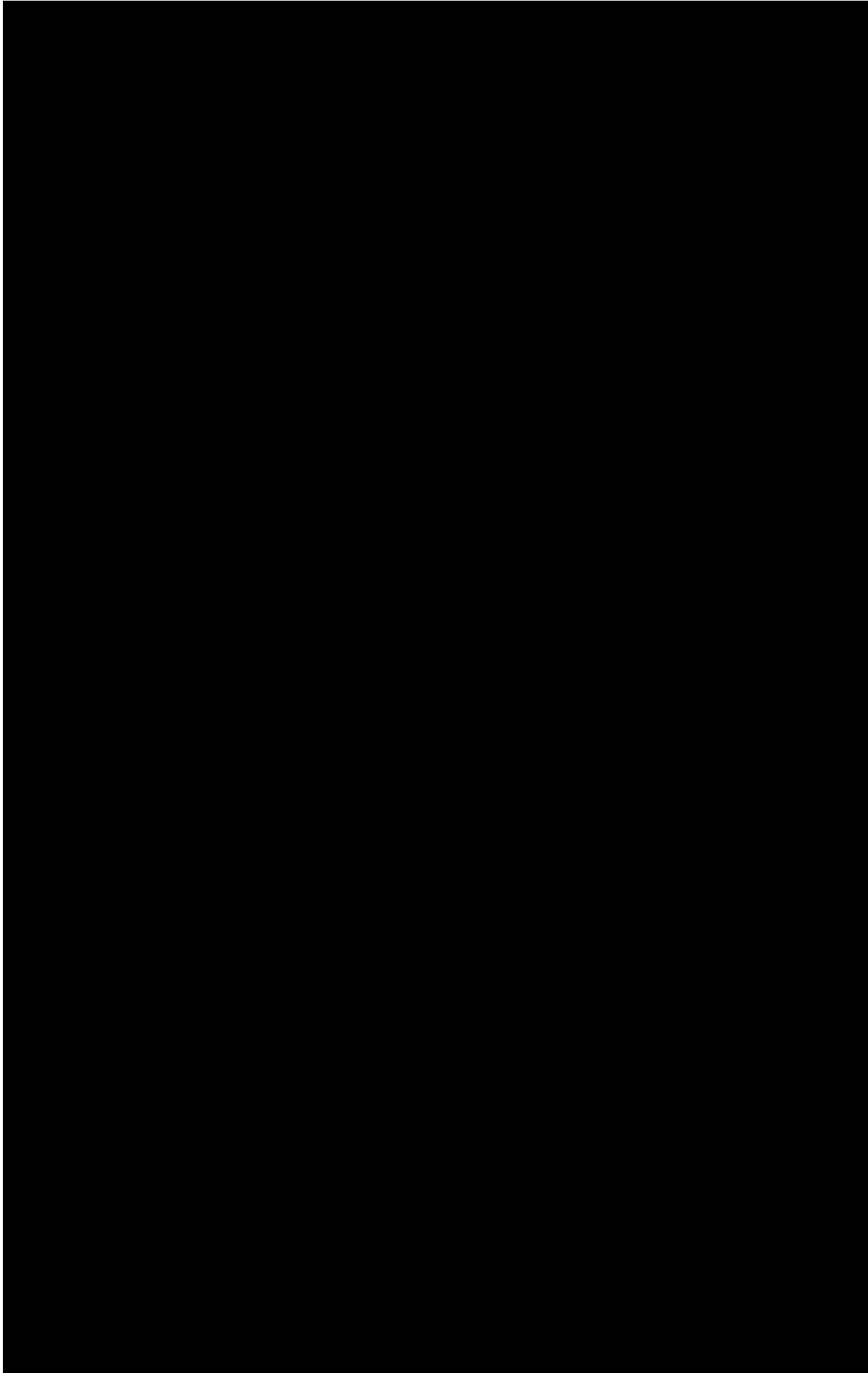
E.4.3.3 Cost Control - Addresses the Contractor's overall effectiveness in controlling both direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

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.

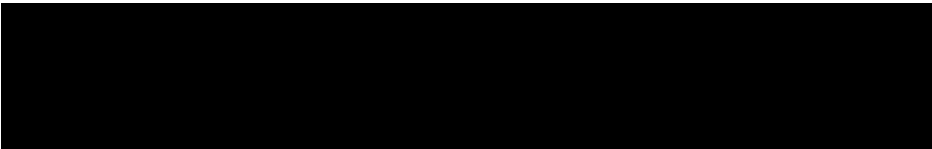
E.4.3.5 Management of Key Personnel - Addresses the overall quality of the Contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the Task Order regarding Key Personnel. Also includes the effectiveness of the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

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SECTION F DELIVERABLES OR PERFORMANCE



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F.1 Services to be provided hereunder will be provided at NSWCDD in Dahlgren, VA, and the Contractor's facilities.

F.2 HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

(a) The Contractor shall perform the work described in Section C, at the Level of Effort specified in Section B, as follows:

See Above

F.3 HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

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SECTION G CONTRACT ADMINISTRATION DATA

G. 1 ACCOUNTING DATA

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

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

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

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

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					Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Acquisitions				manner acceptable to the Administrative Contracting Officer.
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*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

G.4 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

G.5 Dd1-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

- (a) Name: [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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[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:

(a) [REDACTED]

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

Administrative Contracting Officer (ACO)

[REDACTED]

(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]

(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

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provided as an Attachment to this Task Order.

G.6 Ddl-G11 CONSENT TO SUBCONTRACT



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.

(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.

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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)	N00178
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, (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.

[REDACTED]

(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.

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

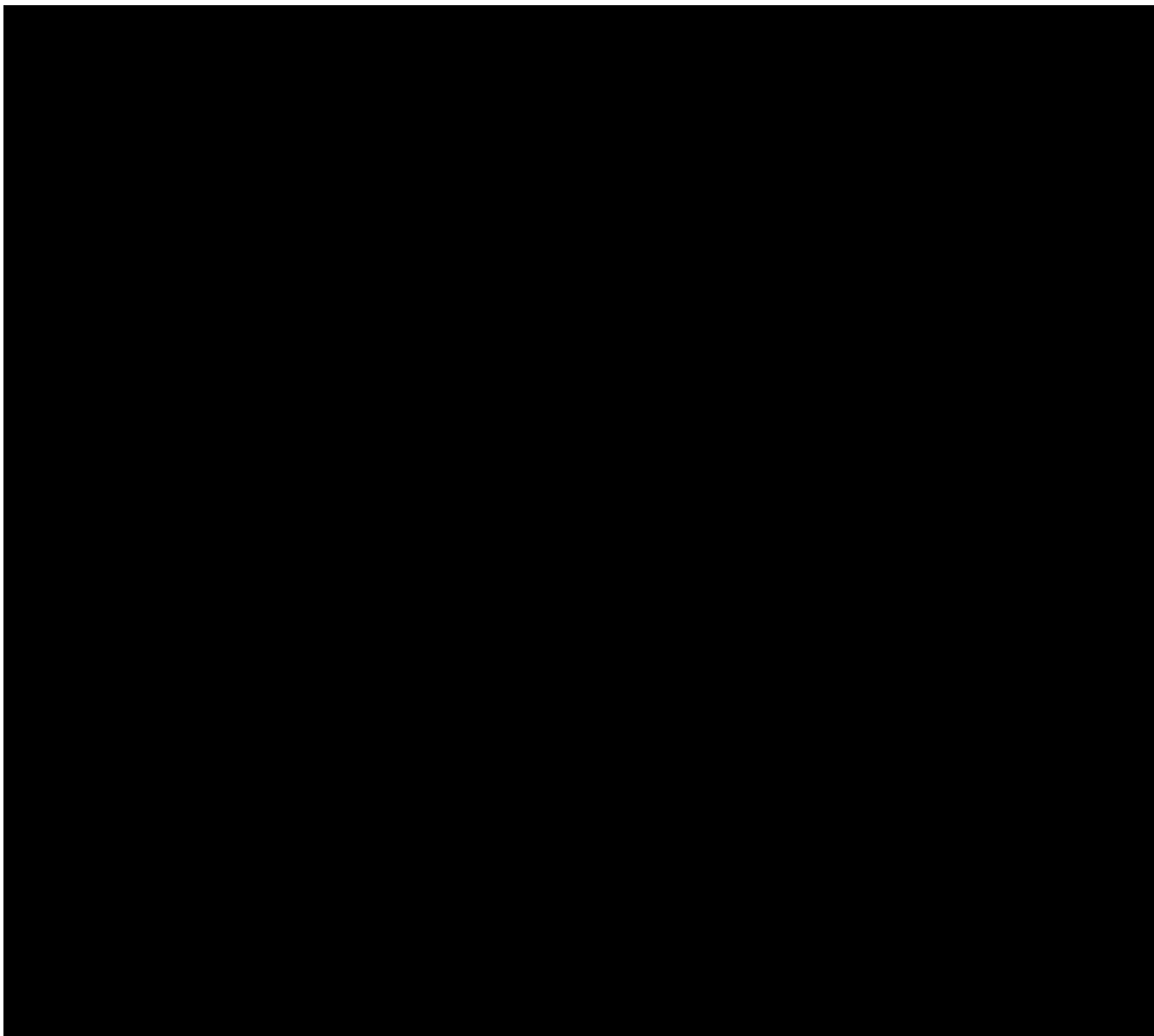
G.8 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) 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

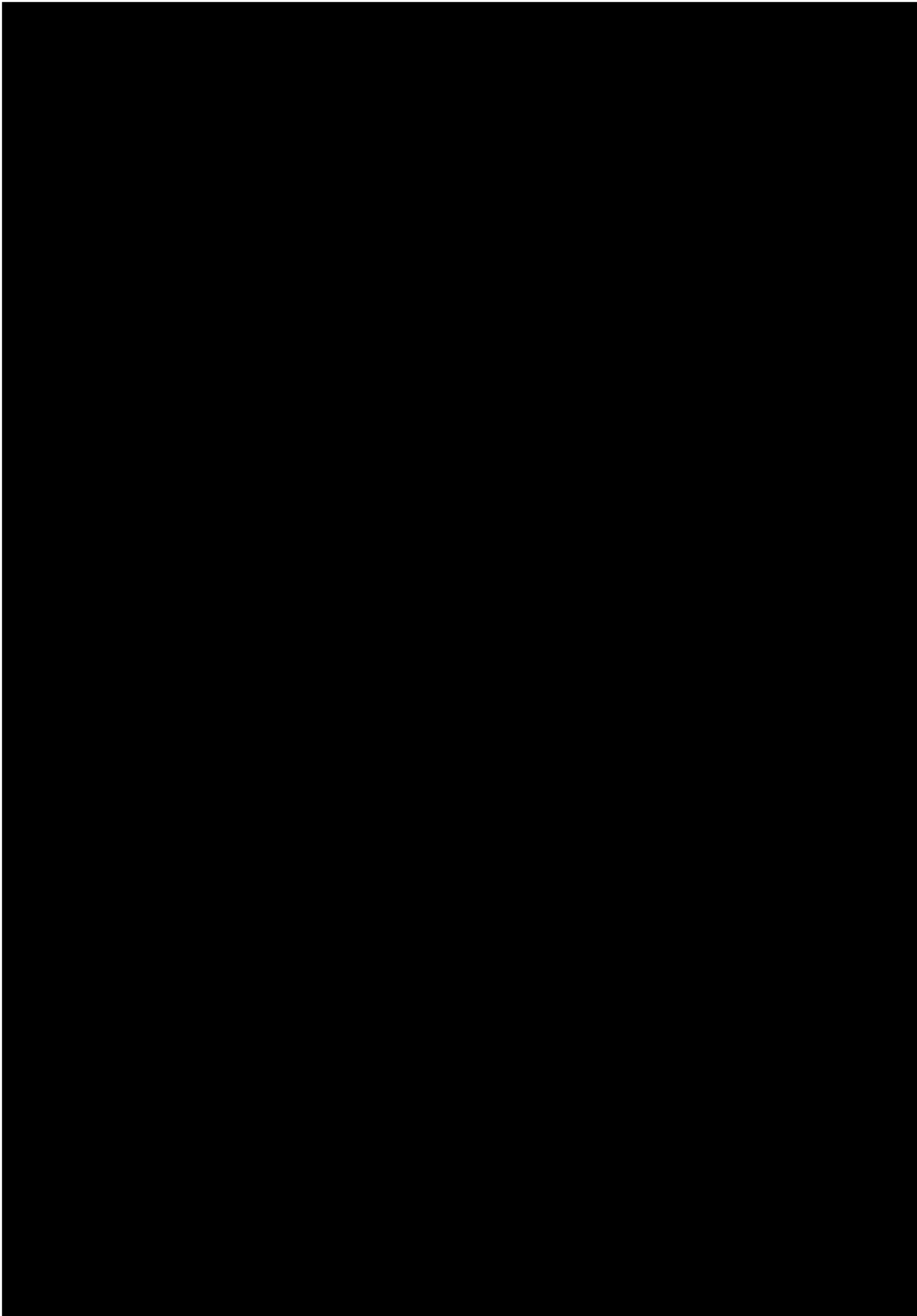
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include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), 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.

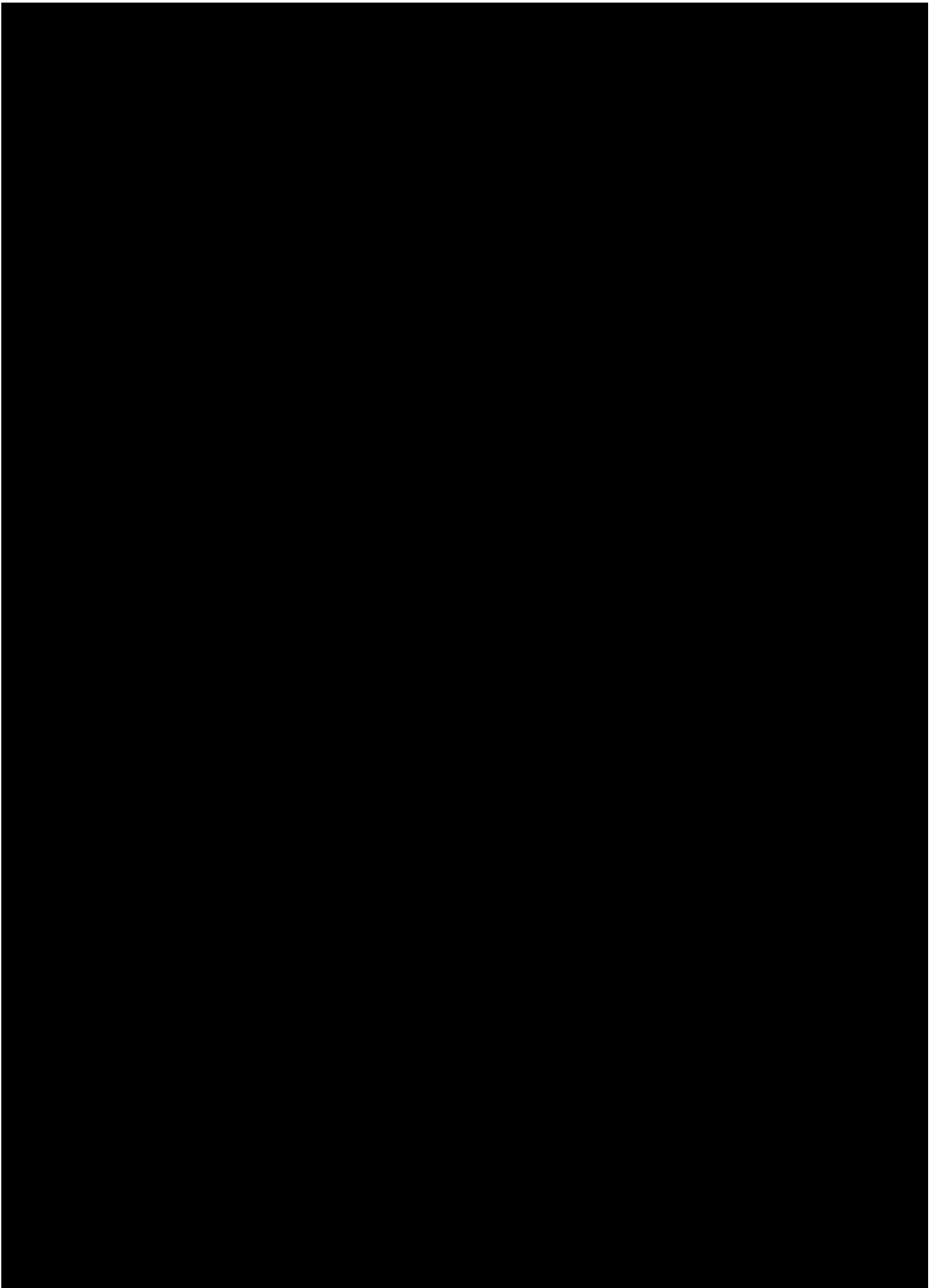
(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if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



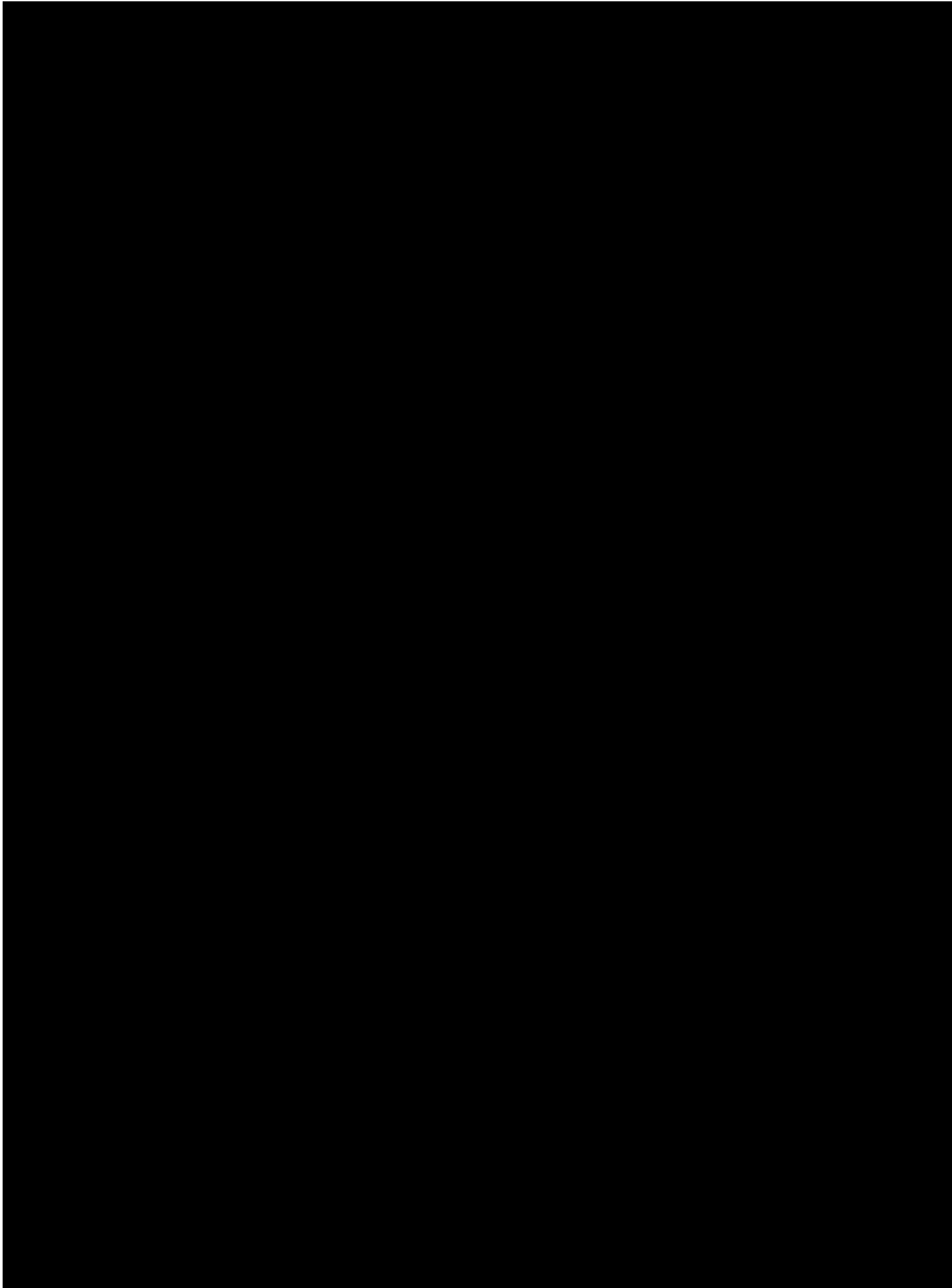
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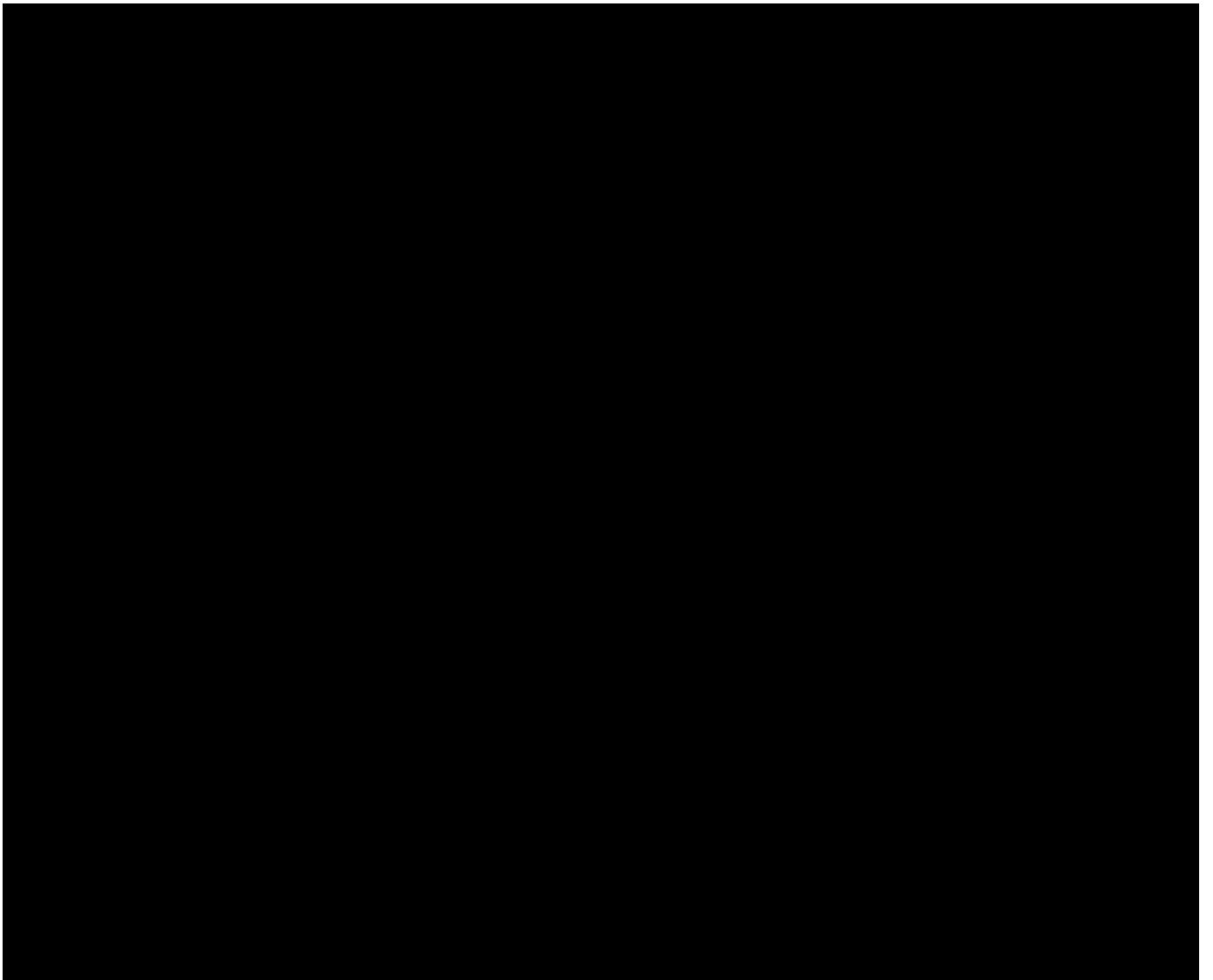
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SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY 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 Labor Category must be directly related to the tasks listed in the SOW. General experience includes engineering, system engineering or another field appropriate to the Labor Category employing skills that apply to the accomplishment of the technical objectives of the SOW. Specialized experience is defined as experience described above under "general experience" but shall be specific to weapon systems, weapon control systems, or other skills identified below for a particular Labor Category.

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

H.2.1 PROGRAM MANAGER

A Bachelor of Science (BS) degree in an engineering, scientific, business, or technical discipline.

Ten (10) years of full-time professional experience working in an engineering, scientific, or technical discipline in weapons system development. Five (5) years specialized experience in managing programs that provide technical engineering services similar in scope and complexity as those in the SOW. Program manager shall be an employee of the Prime Offeror.

H.2.2 SENIOR SYSTEMS ENGINEER

A Bachelor of Science (BS) degree in an engineering, scientific, or technical discipline or equivalent experience.

Ten (10) years general experience in DOD system engineering processes in a rapid development environment with demonstrated expertise and results that include five (5) years of specialized experience in at least one major weapons system development program supporting any of the following areas: system design parameters, concepts operation, risk assessment, performance analyses,

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test and evaluation, post-delivery support. Experience supporting the development of future or emerging weapons systems and support and sustainment of currently fielded legacy weapon systems. Experience with technical aspects of systems engineering as well as a broad understanding of its role in supporting DOD acquisition programs. Experience with systems engineering and work management tools.

H 2.3 SENIOR HARDWARE ENGINEER

A Bachelor of Science (BS) degree in an engineering, scientific, or technical discipline or equivalent experience.

Ten (10) years general experience in DOD system engineering processes in a rapid development environment with demonstrated expertise and results that include five (5) years of specialized experience in at least one major weapons system development program supporting any of the following areas: system design parameters, concepts operation, risk assessment, performance analyses, test and evaluation, post-delivery support. Concurrent experience demonstrated to include five (5) years experience in hardware design. Experience supporting the development of future or emerging weapons systems and support and sustainment of currently fielded legacy weapon systems. Experience with technical aspects of systems engineering as well as a broad understanding of its role in supporting DOD acquisition programs. Experience with systems engineering and work management tools. Concurrent experience shall be demonstrated to include five (5) years experience in hardware design.

H.2.4 SENIOR SOFTWARE ENGINEER

A Bachelor of Science (BS) degree in an engineering, scientific, or technical discipline.

Ten (10) years of general experience in software engineering applied to program development, modeling, and/or simulation. Five (5) years of specialized experience with Navy or Joint systems. Has demonstrated understanding of technical aspects required to develop large complex software intensive systems. Proficient in software development using two (2) of the following: Windows, various Linux distributions (e.g. Red Hat/Red Hawk), Ada, C/C++ and Java programming languages.

H.2.5 LAB MANAGER

Ten (10) years of general experience working as an Electronic Technician and have a soldering certification. Proficient with the operation of electronic assembly tools such as soldering, cutters, crimpers, heat guns, labelers, ESD testers, continuity testers, volt meters, oscilloscope, spectrum analyzers. Experience in manufacturing techniques, system component testing, and quality assurance. Experience managing a team of technicians in hardware assembly, installation, and maintenance. Experience working projects under short time constraints. Experience with optical fibers and fiber optic components. Fiber Optic Technician and Fiber Optic Installer certificates or ability to obtain them. The following soldering certification desired: IPC J-STD-001 Solder certification and IPC-A-610 Acceptability of Electronics Assemblies certification. The following certifications are also desired: IPC-A-600 Acceptability of Printed Boards; IPC-WHMA-A-620 Requirements and Acceptance for Cable and Wire Harness Assemblies; and IPC-7711B/7721B Rework, Modification and Repair of Electronic Assemblies.

H.3 NON-KEY PERSONNEL - MINIMUM QUALIFICATIONS

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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. A mixture of systems, electrical, mechanical and other non-specified specialized engineers are desired for performance of these Task Order requirements. This written certification shall be made by email to the Contract Specialist and the COR.

H.3.1 SENIOR SYSTEMS TRAINER

A Bachelor of Science (BS) degree in an engineering, scientific, technical discipline or equivalent experience.

Ten (10) years of general experience working and developing training support for rapid development programs. Five (5) years of specialized experience developing training plans for weapon systems for air or surface platforms. Experience working closely with government personnel to create supporting training documentation and curriculum which captures the system's attributes. Demonstrated ability to teach weapon systems to military operators, military training personnel, and military and Contractor support organizations.

H.3.2 SYSTEMS ENGINEER

A Bachelor of Science (BS) degree in an engineering, scientific, or technical discipline.

Five (5) years of general experience working in systems engineering. Two (2) years specialized experience in at least one major weapons system development program supporting any of the following areas: system design parameters, concepts operation, risk assessment, performance analyses, test and evaluation, post-delivery support. Experience with systems engineering and work management tools.

H.3.3 SOFTWARE ENGINEER

A Bachelor of Science (BS) degree in an engineering, scientific, or technical discipline.

Five (5) years of experience in software engineering applied to program development, modeling, and/or simulation. Two (2) years of experience with Navy or Joint systems. Demonstrates understanding of technical aspects required to develop large complex software intensive systems. Proficient in software development using at least two (2) of the following: Windows, various Linux distributions (e.g.Red Hat), C/C++ and Java programming languages.

H.3.4 SYSTEM TESTER

A Bachelor of Science (BS) degree from an accredited college or university in an engineering, scientific, technical discipline or equivalent experience, such as direct hands-on experience with a particular system application.

Three (3) years of experience testing software intensive DOD weapon system. Experience developing testing strategies and detailed test procedures, based on system requirements, as well as test execution. Experience and knowledge of systems engineering and testing practices throughout all phases of the software development lifecycle. Proven problem solving, written and oral communication skills and the ability to work effectively in a fast-paced, team environment.

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H.3.5 SYSTEM TRAINER

Three (3) years of full time professional experience developing training support for a rapid development program. Experience in curriculum development and documentation. Experience teaching weapon systems to military operators, military training personnel, and military/Contractor support organizations.

H.3.6 SYSTEM ANALYST

Five (5) years general experience supporting DoD programs with three (3) years specialized experience in generating and maintaining program or project schedules and budgets. Specialized experience in work flow process analysis and process improvement. Specialized experience applying system engineering and configuration management best practices. Demonstrated experience with the following tools: MS Visio, MS PowerPoint, MS SharePoint, Jirra, and Confluence.

H.3.7 CONFIGURATION MANAGEMENT PERSONNEL

Five (5) years in configuration management (CM) experience and CM processes. Comprehensive knowledge of principles, methods, and techniques used in configuration management support. Proven knowledge of formal change control processes: Class I changes, Class II changes, and change control board 3 (CCB) experience/involvement. Proficiency with MS Office tools, primarily MS Word, Excel and PowerPoint. Familiarity with C/C++ projects and Linux projects. Experience related to weapons systems and/or Navy programs. Knowledge of CM Industry Standards and Military Standards. Proficient with workflow management and configuration management tools (e.g., DOORS, Jirra, Trimech SolidWorks Enterprise PDM) and document repository systems.

H.3.8 SYSTEM SECURITY ANALYST

Four (4) years of IT specific experience with the DoD or Navy. This experience shall include: vulnerability analysis, risk analysis, scanning for viruses and other software that is detrimental to IT systems, accreditation of systems, and audits. Experience conducting integration and testing operations and maintenance of information systems security.

Familiarity with DoD systems such as Enterprise Mission Assurance Support Service (eMASS) and scanning tools such as Retina or Nessus.

Per DoD Directive 8570.1M or successor, this position requires IAM Level II (or equivalent) or higher. This position is designated as IT-I.

H.3.9 INFORMATION ASSURANCE/IT SPECIALIST

Three (3) years of IT specific experience with the DoD or Navy. This experience shall include: vulnerability analysis, risk analysis, accreditation of systems and audits. Experience supporting the the documentation, validation, and accreditation processes necessary to assure that new IT systems meet the organization's information assurance and security requirements.

Familiarity with DoD systems such as eMASS and scanning tools such as Retina or Nessus.

H.3.10 SYSTEM ADMINISTRATOR (CYBERSECURITY WORKFORCE, CSWF)

Four (4) years of hands-on technical experience supporting LANs, WANs, network segments, Internet and intranet systems. Experience including system

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backup and recovery, basic software management, security management, library management, installation and configuration of hardware, operating systems and COTS software, operating computer systems in different operating environments, sizing, performance tuning, hardware/software/network trouble shooting and resource allocation. Experience with different network protocols including TCP/IP. Experience with major network security tools such as firewalls, knowledge of computing and networking vulnerabilities, attack methods and latest detection methods. Specialized experience supporting developer tools such as Jirra, Confluence, PDM, SharePoint, DOORs, and other similar System Engineer and Software Developer applications.

Per DoD Directive 8570.1M or successor, this position requires IAT Level II or higher. This position is designated as IT-I.

H.3.11 SCA POSITIONS

The following labor categories are considered to be SCA labor categories under this Task Order. Duties under these non-key labor categories are consistent with the SCA labor descriptions found in the Service Contract Act Directory of Labor Occupations, 5th ed., at <http://www.wdol.gov/library.aspx>.

H.3.11.1 Electronics technician, Maintenance II [23182]

Three (3) years in electronic technician background or related field. Experience working projects under short time constraints. Experience in hardware assembly, installation, and maintenance. Has experience with optical fibers and fiber optic components. Experience with the operation of electronic assembly tools such as soldering, cutters, crimpers, heat guns, labelers, ESD testers, continuity testers, volt meters, oscilloscope, and spectrum analyzers. Experience in manufacturing techniques, system component testing, and quality assurance. Fiber Optic Technician and Fiber Optic Installer certificates required. The following soldering certification required: IPC J-STD-001 Solder certification and IPC-A-610 Acceptability of Electronics Assemblies certification. One of the following certifications are also required: IPC-A-600 Acceptability of Printed Boards; IPC-WHMA-A-620 Requirements and Acceptance for Cable and Wire Harness Assemblies; and IPC-7711B/7721B Rework, Modification and Repair of Electronic Assemblies.

H.3.11.2 Electronics Technician, Maintenance III [23183]

Five (5) years in electronic technician background or related field. Experience working projects under short time constraints. Experience in hardware assembly, installation, and maintenance. Has experience with optical fibers and fiber optic components. Experience with the operation of electronic assembly tools such as soldering, cutters, crimpers, heat guns, labelers, ESD testers, continuity testers, volt meters, oscilloscope, and spectrum analyzers. Experience in manufacturing techniques, system component testing, and quality assurance. Fiber Optic Technician and Fiber Optic Installer certificates required. The following soldering certification required: IPC J-STD-001 Solder certification and IPC-A-610 Acceptability of Electronics Assemblies certification. One of the following certifications are also required: IPC-A-600 Acceptability of Printed Boards; IPC-WHMA-A-620 Requirements and Acceptance for Cable and Wire Harness Assemblies; and IPC-7711B/7721B Rework, Modification and Repair of Electronic Assemblies.

H.3.11.3 Engineering Technician II [30082]

Three (3) years of experience in applying engineering services to engagement system components and assemblies. This experience includes developing and

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testing solutions to solve technical problems in research and development, manufacturing, inspection, and maintenance, and assisting engineers in inspecting products, conducting tests, and collecting data.

H.3.11.4 Engineering Technician III [30083]

Five (5) years of experience in applying engineering services to engagement system components and assemblies. This experience includes developing and testing solutions to solve technical problems in research and development, manufacturing, inspection, and maintenance, and assisting engineers in inspecting products, conducting tests, and collecting data.

H.3.11.5 Engineering Technician IV [30084]

Seven (7) years of experience in applying engineering services to engagement system components and assemblies. This experience includes developing and testing solutions to solve technical problems in research and development, manufacturing, inspection, and maintenance, and assisting engineers in inspecting products, conducting tests, and collecting data.

H.3.11.6 Engineering Technician V [30085]

Ten (10) years of experience in applying engineering services to engagement system components and assemblies. This experience includes developing and testing solutions to solve technical problems in research and development, manufacturing, inspection, and maintenance, and assisting engineers in inspecting products, conducting tests, and collecting data.

H.3.11.7 Engineering Technician VI [30086]

Fifteen (15) years of experience in applying engineering services to engagement system components and assemblies. This experience includes developing and testing solutions to solve technical problems in research and development, manufacturing, inspection, and maintenance, and assisting engineers in inspecting products, conducting tests, and collecting data.

H.3.11.8 Technical Writer I [30461]

Three (2) years of general experience in proofreading, editing and formatting of technical documentation, ensuring it is accurate, complete, meets editorial and government specifications and adheres to standards for quality, graphics, coverage, format, and style. One (1) year of specialized technical writing or editing experience for weapon systems or related programs. Experience coordinating with document authors in the drafting, review, and publication of technical documentation for a software development project. Experience reviewing project documentation for grammar, spelling, punctuation, and formatting.

H.3.11.9 Technical Writer II [30462]

Three (3) years of general experience in proofreading, editing and formatting of technical documentation, ensuring it is accurate, complete, meets editorial and government specifications and adheres to standards for quality, graphics, coverage, format, and style. One (1) year of specialized technical writing or editing experience for weapon systems or related programs. Experience coordinating with document authors in the drafting, review, and publication of technical documentation for a software development project. Experience reviewing project documentation for grammar, spelling, punctuation, and formatting.

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H.3.11.10 Technical Writer III [30463]

Five (5) years of general experience in proofreading, editing and formatting of technical documentation, ensuring it is accurate, complete, meets editorial and government specifications and adheres to standards for quality, graphics, coverage, format, and style. One (1) year of specialized technical writing or editing experience for weapon systems or related programs. Experience coordinating with document authors in the drafting, review, and publication of technical documentation for a software development project. Experience reviewing project documentation for grammar, spelling, punctuation, and formatting.

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.

(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 Dd1-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, and 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 labor rate tripwire for service

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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.

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.

(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
- 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

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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 Solicitation Number N00178-17-R-3050 (*to be replaced by* Task Order N00178-XX-X-XXXX by Company Name *at award*) 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.7 252.239-7001 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

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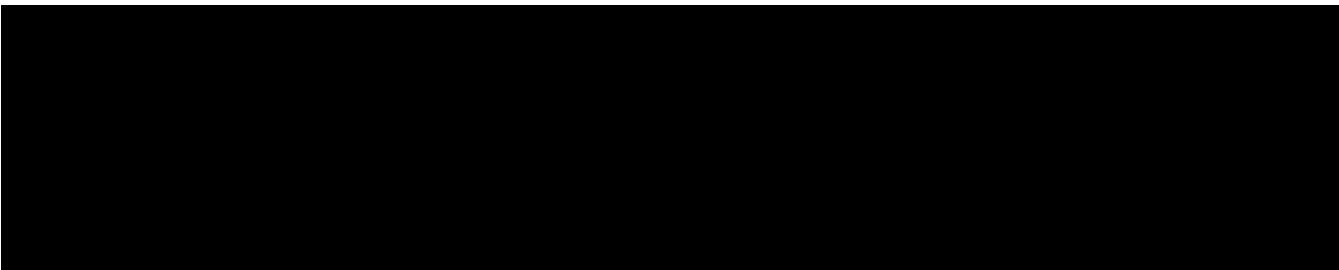
(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(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

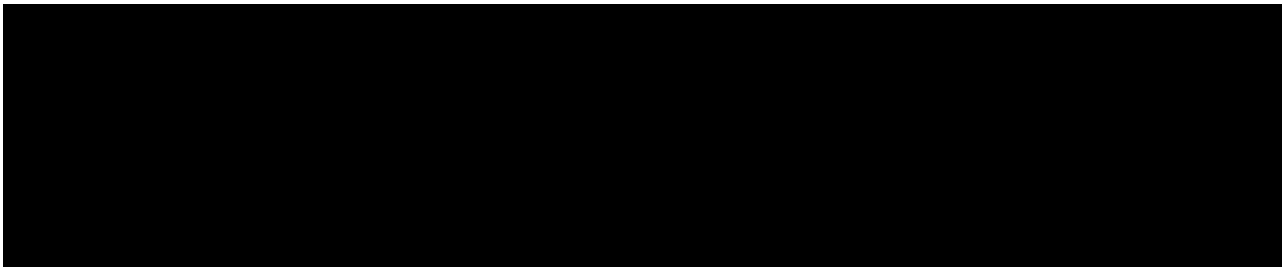
H.8 Dd1-H10 FUNDING PROFILE

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



H.9 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:



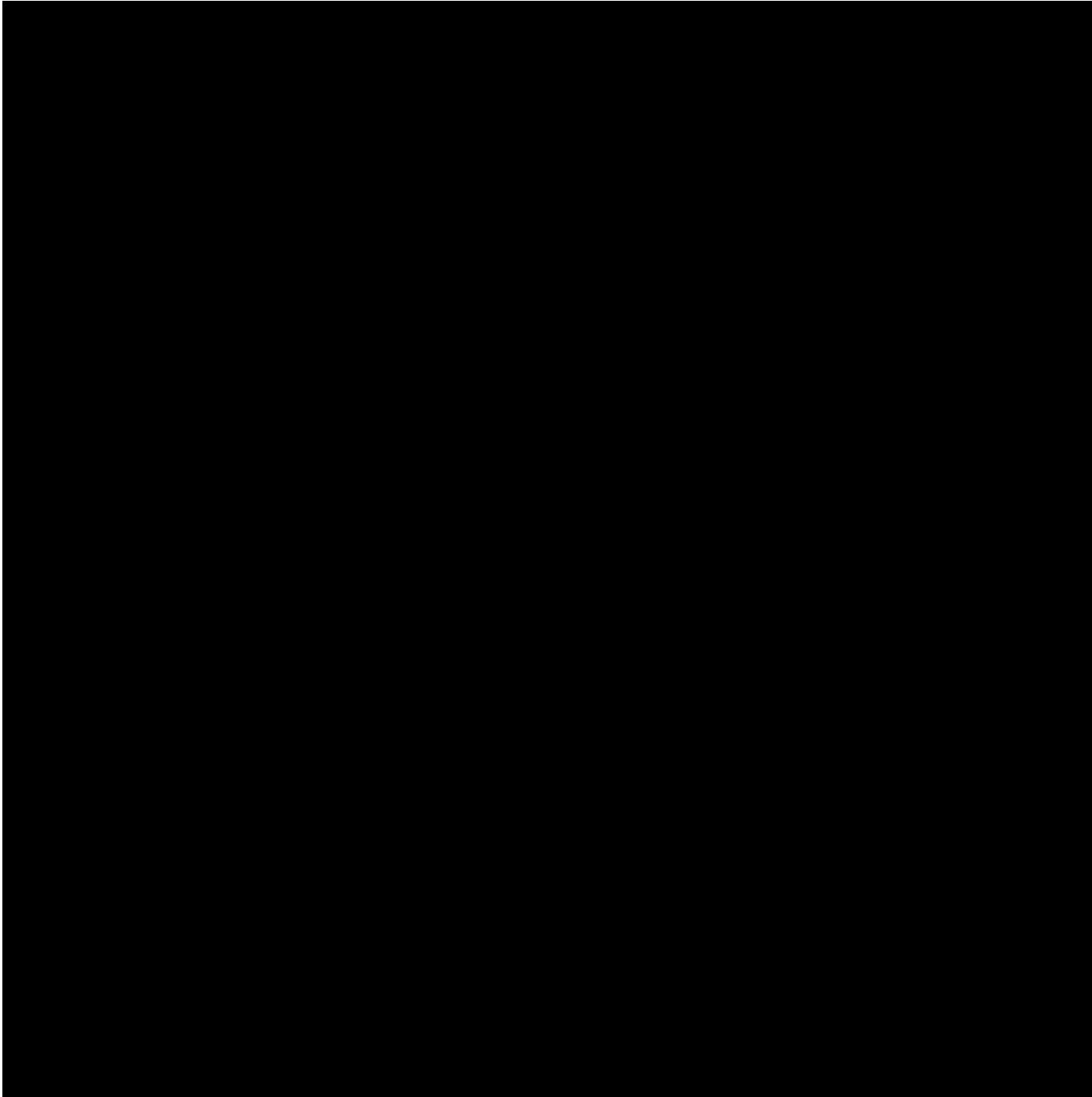
(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee,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

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

H.10 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)

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(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.



(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

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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 5% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total Level of Effort obligations of the contract. Regardless of 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

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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.11 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.12 SAVINGS INITIATIVES

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



H.13 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.26. 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
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Program Manager	MANAGER, PROGRAM/PROJECT II ----- MANP2
Sr. Systems Engineer	ENGINEER, SYSTEMS IV ----- ESY4
Sr. Software Engineer	ENGINEER, COMPUTER IV ----- EC4
Sr. Hardware Engineer	ENGINEER, COMPUTER IV ----- EC4
Lab Manager	ELECTRICIAN, MAINTENANCE III ----- 23183
Sr. Systems Trainer	SPECIALIST, TRAINING III ----- ST3
Systems Engineer	ENGINEER, SYSTEMS III ----- ESY3
Software Engineer	ENGINEER, COMPUTER III ----- EC3
System Tester	COMPUTER OPERATOR III ----- 14043
Electronics Technician, Maintenance level II [23182]	ELECTRICIAN, MAINTENANCE II ----- 23182
Electronics Technician, Maintenance level III [23183]	ELECTRICIAN, MAINTENANCE III ----- 23183
Engineering Technician level II [30082]	TECHNICIAN, ENGINEERING II ----- 30082
Engineering Technician level III [30083]	TECHNICIAN, ENGINEERING III ----- 30083
Engineering Technician level IV [30084]	TECHNICIAN, ENGINEERING IV ----- 30084
Engineering Technician level V [30085]	TECHNICIAN, ENGINEERING V ----- 30085
Engineering Technician level VI [30086]	TECHNICIAN, ENGINEERING VI ----- 30086
Systems Trainer	SPECIALIST, TRAINING II ----- ST2
Systems Analyst	ANALYST, MANAGEMENT II ----- ANM2
Technical Writer level I [30461]	TECHNICAL WRITER I ----- 30461
Technical Writer level II [30462]	TECHNICAL WRITER II ----- 30462
Technical Writer level III [30463]	TECHNICAL WRITER III ----- 30463
Configuration Management	SPECIALIST, CONFIGURATION MGMT II ----- SCM2
System Security Analyst	COMPUTER SYSTEMS ANALYST III ----- 14103
Information Assurance/IT Specialist	COMPUTER SYSTEMS ANALYST III ----- 14103
System Administrator	COMPUTER SYSTEMS ANALYST III ----- 14103

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SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	Dec-11
52.204-2	Security Requirements	Aug-96
52.204-6	Unique Entity Identifier	Oct-16
52.204-9	Personal Identity Verification of Contractor Personnel	Jan-11
52.204-12	Unique Entity Identifier Maintenance	Oct-16
52.204-19	Incorporation by Reference of Representations and Certifications	Dec-14
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications	Oct-10
52.222-50	Combatting Trafficking of Persons	Mar-15
52.223.18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug-11
52.224-1	Privacy Act Notification	Apr-84
52.224-2	Privacy Act	Apr-84
52.228-3	Workers' Compensation Insurance (Defense Base Act)	Jul-14
52.237-2	Protection of Government Buildings, Equipment and Vegetation	Apr-84
52.239-1	Privacy or Security Safeguards	Aug-96
52.245-1	Government Property	Apr-12
52.245-9	Use and Charges	Apr-12
252.204-7000	Disclosure of Information	Oct-16
252.204-7005	Oral Attestation of security responsibilities	Nov-01
252.204-7008	Compliance With Safeguarding Covered Defense Information	Oct-16
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Oct-15
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Dec-15
252.211-7007	Reporting of Government-Furnished Property	Aug-12
52.219-6	Notice of Total Small Business Set-Aside	Nov-11
52.219-14	Limitations on Subcontracting	Nov-11
252.222-7002	Compliance with Local Labor Laws (Overseas)	Jun-97
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	Apr-03
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	Oct-15

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252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	Jun-15
252-225-7993	Prohibition on Providing Funds to the Enemy	Sep-15
252.227-7013	Rights in Technical Data - Noncommercial Items	Feb-14
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Feb-14
252.228-7003	Capture and Detention	Dec-91
252.233-7001	Choice of Laws	Jun-97
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	Apr-12
252.245-7002	Reporting Loss of Government Property	Apr-12
252.245-7003	Contractor Property Management System Administration	Apr-12
252.245-7004	Reporting, Reutilization, and Disposal	Sep-16
252.246-7008	Source of Electronic Parts	Aug-16

The resultant Task Order will be considered non-commercial; therefore, the commercial clauses identified in Section I of the Offeror's MAC contract do not apply. The clauses listed below are also not applicable to this procurement:

52.227-3-Patent Indemnity

52.227-13 - Patent Rights-Ownership by the Government

252.246-7001 Alternates I & II - Warranty of Data

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 Task Order 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

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related to the submission and settlement of final indirect cost rate proposals.

I.2.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

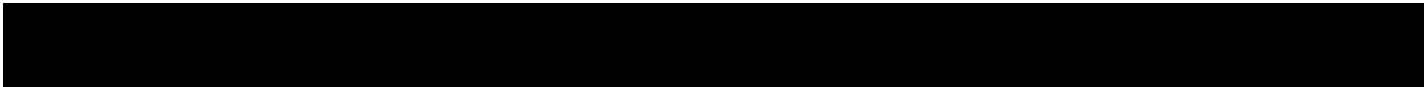
(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(s)	Latest Option Exercise Date
7100, 7199, 9100	No later than 12 months after the Task Order performance start date.
7200, 7299, 9200	No later than 24 months after the Task Order performance start date.
7300, 7399, 9300	No later than 36 months after the Task Order performance start date.
7400, 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.2.3 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)



(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

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

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

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

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other

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data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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

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

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

I.2.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

<u>Labor Category</u>	<u>Monetary Wage - Fringe Benefits</u>
ELECTRONICS TECHNICIAN, MAINTENANCE II	WG - 9
ELECTRONICS TECHNICIAN MAINTENANCE III	WG - 10
ENGINEERING TECHNICIAN II	GS - 4
ENGINEERING TECHNICIAN III	GS - 5
ENGINEERING TECHNICIAN IV	GS - 7
ENGINEERING TECHNICIAN V	GS - 9
ENGINEERING TECHNICIAN VI	GS - 11
TECHNICAL WRITER I	GS - 7
TECHNICAL WRITER II	GS - 9
TECHNICAL WRITER III	GS - 11

I.2.5 SERVICE CONTRACT ACT WAGE DETERMINATION(S)

(a) Due to the nature work required by the Statement of Work, a Wage Determination has been determined to be necessary to ensure appropriate minimum wages and fringe benefits are paid to non-exempt personnel performing under this Task Order. Work under this Task Order involves performance in the Washington, DC area and Exhibit B provides Wage Determination No. 2015-2103-2 for the District of Columbia, Maryland, and Virginia.

(b) The following table provides a correlation between Task Order labor categories in Section H, and Wage Determination Occupation Codes shown in Exhibit B. Offerors may find descriptions in the Service Contract Directory of Occupations which can be found at the following website:

<http://www.dol.gov/whd/contracts/sca.htm>.

<u>Labor Category</u>	<u>Category Occupation Code</u>
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SECTION J LIST OF ATTACHMENTS

Exhibit A CDRLs A001-A0017

Exhibit B Wage Determination 15-4329-5

Attachment J.1 - Scheduled Government Furnished Property

Attachment J.2 - DD Form 254, Contract Security Classification Specification

Attachment J.3 - COR Appointment Letter