

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 62	3. EFFECTIVE DATE 19-Mar-2018	4. REQUISITION/PURCHASE REQ. NO. See Section G		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON 2000 Enterprise Parkway, Suite 200 Hampton VA 23666		CODE S5111A 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-4127-0012
[X]	10B. DATED (SEE ITEM 13) 24-Mar-2014
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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Unilateral, FAR 52.232-22, Limitation of Funds in Section I of the MAC

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to provide an increment of funds and incorporate TI 1.4. 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]
[REDACTED]

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

The total value of the order is hereby increased from [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:

SLINs 740101/940101 - FWfinancial.org@socom.mil; SORDAC-AC-Doc-Proces@socom.mil

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 25 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

NOTE 1: LABOR HOURS (LH)

At the time of award the number of labor years listed above (X.X LY) in the Base Period and each Option Period will be changed to coincide with the Level of Effort provided in Section H, SEA 5252.216-9122 (Alt.1) Level of Effort clause and the number of hours reflected in the cost proposal of the successful offeror.

NOTE 2: OPTION CLAUSE

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

NOTE 3:ODCs

Unburdened costs are specified in Section L.

CLAUSES INCORPORATED IN FULL TEXT:

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

B.1 USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

B.2 TYPE OF ORDER

This is a Level of Effort (term) type order.

CLINs 4000, 4001, 4002, 7100, 7200, 7300, and 7400 are cost plus incentive fee type.

CLINs 6000, 9100, 9200, 9300, and 9400 are cost only, excluding fee.

B.3 ADDITIONAL CLINS

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

B.4 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire task order is cost reimbursable. The Labor CLINs - 4000, 7100, 7200, 7300, and 7400 - are Cost Plus Incentive Fee (CPIF), ODC CLINs - 6000, 9100, 9200, 9300, and 9400 are Cost Only.

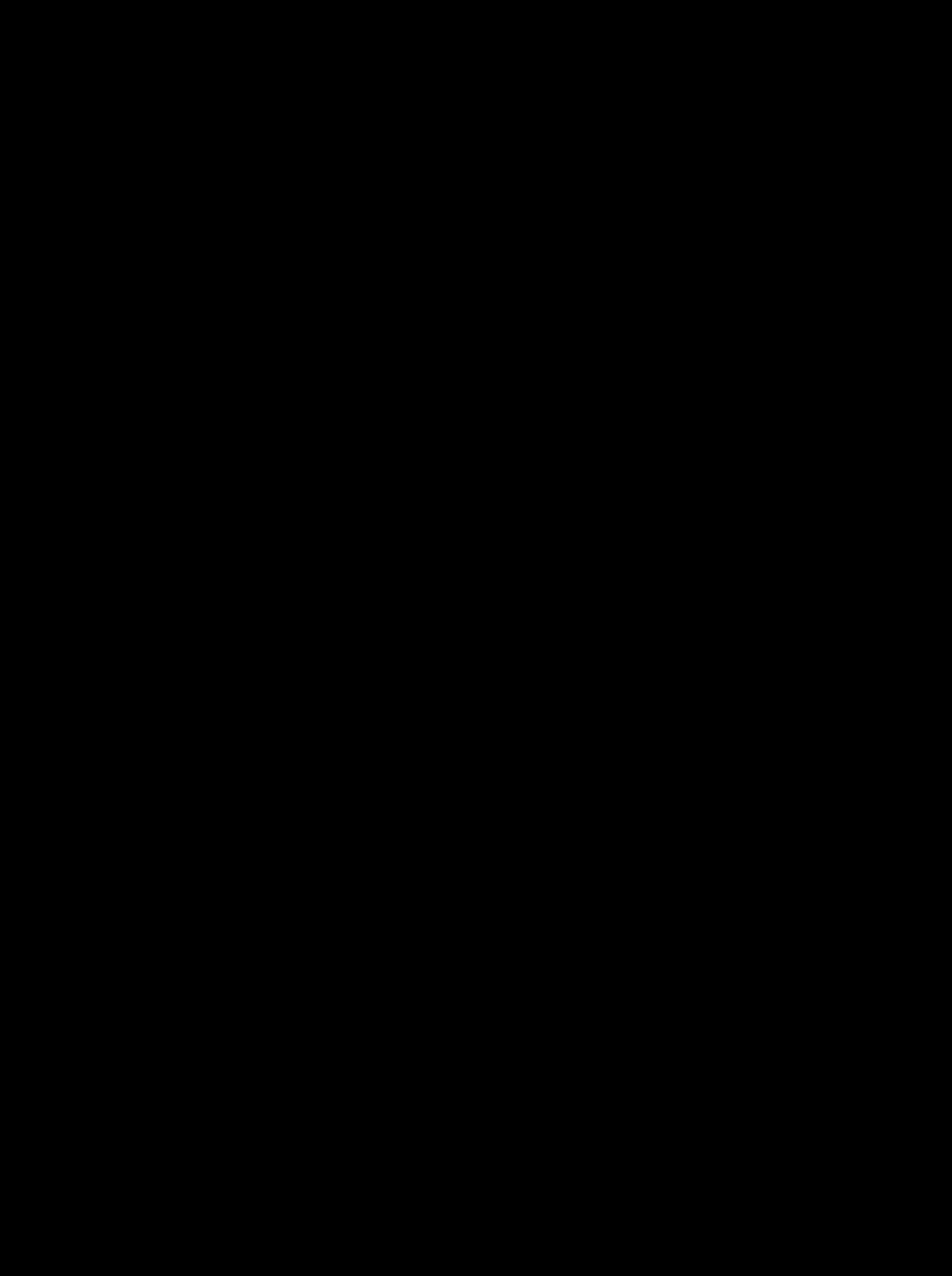
B.5 INCENTIVE FEE

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee and Target Fee percentages, if less than the solicitation stated thresholds, will be incorporated in FAR clause

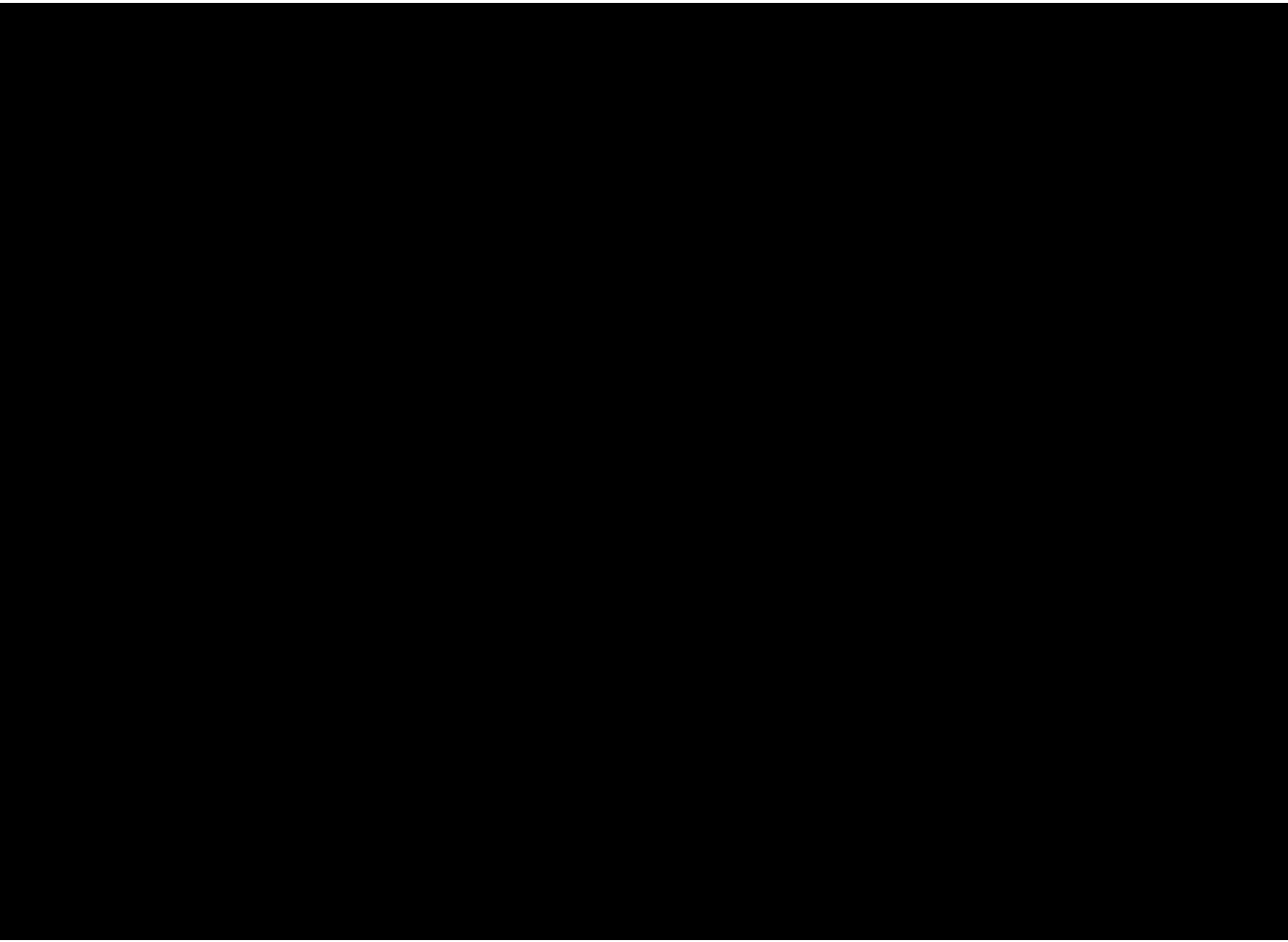
CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 26 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

52.216-10 INCENTIVE FEE in Section I.

(1) The final target cost, target fee amounts shall be based on the actual level of effort the contractor provides as explained in the following paragraphs.



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 27 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



(i) The final CPIF target cost for CLIN 4000 and (if and to the extent Options are exercised) Option CLINs 7100 (7101,7102,7103), 7200, 7300, and 7400 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target cost column including cost of money, in the preceding table.

(ii) The final CPIF target fee CLIN 4000 and (if and to the extent Options are exercised) Option CLINs 7100 (7101,7102,7103), 7200 (7201, 7202, 7203), 7300, and 7400 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target fee column of the precedingtable.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 28 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SCOPE

The Weapon Control Systems Development Branch (H43), the Fire Control Branch (E31), the Electronic Systems & Computing Branch (E32), and the Systems Development & Rapid Fielding Branch (E34), Naval Surface Warfare Center Dahlgren Division (NSWCDD) provide the Department of Defense (DoD) with unique capabilities through development projects and deliverables that directly support the warfighter.

This contract applies to engineering and technical services in support of the Weapon Control Systems Development Branch (H43), the Fire Control Branch (E31), the Electronic Systems & Computing Branch (E32), and the Systems Development & Rapid Fielding Branch (E34) NSWCDD. These services shall include engineering (e.g. system engineering, requirements definition and analysis); software engineering; modeling and simulation; system design documentation; test and evaluation; configuration management support; and training support.

The systems supported include combat management systems for air, surface, and ground applications. Specific 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 & Mk 110, Naval Fires Control System (NFCS) and Battle Management System (BMS) (supporting Stinger II, Ghost Rider (AC-130-J), Patrol Coastal, Littoral Combat Ship (LCS), and USMC Harvest Hawk).

Specific services are identified in the requirements of this Performance Work Statement (PWS) and shall include attendance at meetings, assimilation and analysis of requirements, plans for integration of the programs into the overall combat system, developing software for tactical applications, providing system expertise in the areas of system and software engineering, providing testing and training support for installation and operational systems, and analysis of impact to interfacing programs. Support may include travel to other sites (CONUS and OCONUS) for the purpose of meetings, training, and testing efforts.

C.2 APPLICABLE DOCUMENTS

C.2.1 MIL-HDBK-61A(SE) Configuration Management Handbook, dtd 7 Feb 2001.

C.3 REQUIREMENTS

C.3.1 SYSTEMS ENGINEERING SUPPORT

C.3.1.1 The contractor shall provide systems engineering services for new and existing systems and programs supported by the Weapon Control Systems Development Branch, the Gun Weapon Systems Branch, and the Gun Fire Control Systems Development Branch. 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)

C.3.1.2 The contractor shall perform requirements assessments, analyze system architecture, system behavioral modeling, functional analysis, functional flows, functional description, and system interface/interoperability. The contractor shall also assist the Government in developing 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, which include generating and delivering papers, maintenance manuals, and installation and removal procedures. (CDRL A002, A003, A024)

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 29 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

C.3.1.4 The contractor shall deliver draft formal and informal Technical Manuals (TMs), Technical Reports (TRs), Technical Notes (TNs), and Miscellaneous Publications (MPs). (CDRL A002, A023)

C.3.1.5 The contractor shall generate, update, and maintain Integrated Master Schedules (IMSs), identifying critical path items, and addressing issues within their own programs. These IMSs shall be integrated and synchronized with other program's IMSs. (CDRL A004)

C.3.1.6 The contractor shall generate, update, and maintain their own Integrated Master Schedules (IMSs), identifying critical path items, addressing internal issues, and offer the IMS to other programs as input for coordination with other program's IMSs. These IMS will support managing the contractor's own tasks.

C.3.2 SOFTWARE ENGINEERING SUPPORT

C.3.2.1 The contractor shall provide software engineering services for the programs supported by the Weapon Control Systems Development Branch, Gun Weapon Systems Branch, and the Gun Fire Control Systems Development Branch. This support will have a particular emphasis in the analysis, refinement, and development of mathematical algorithms and software tools (developed in Ada, C, or other programming language as specified) for program areas (e.g. track filtering, ballistics, projectile track, and calibration). Other areas will include specific prototyping support in the areas of gun weapons system (GWS) software, command and control (C&C) software. Onsite and offsite software development efforts may include: Windows, various Linux distributions (e.g. Red Hat), embedded systems (e.g. Atmel/Rabbit processors), C/C++ and Java programming languages, and FPGA design/layout and programming (e.g. Xilinx, Altera, Actel).

C.3.2.2 The contractor shall develop 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 to support engineering decisions. (CDRL A002, A005, A006, A007)

C.3.2.3 The contractor shall develop Specification Change Notices (SCNs) and Problem Reports (PRs), as appropriate, to correspond to computer program changes. SCNs and PRs shall be developed as appropriate to the System Design Documentation. (CDRL A008, A009)

C.3.2.4 The contractor shall perform engineering and data analysis, develop analysis programs, and prepare engineering reports and/or white papers as appropriate in support of analysis efforts. (CDRL A002, A024)

C.3.2.5 The contractor shall derive system design requirements and create applicable system architecture designs for firing munitions from a variety of different platforms (air, space, and land). These designs shall include suitable and manufacturable circuit cards and electronic hardware that meet the system level requirements for BMS weapon system applications in the environments in which they can be found. The Contractor shall optimize electrical circuit designs, circuit card designs and layouts, mechanical modeling and design of hardware, and develop the fabrication process of electrical and mechanical components. Additionally, the Contractor shall assess how these hardware designs directly relate to the design for test, design for manufacture, maintainability, reliability, and survivability. (CDRL A002)

C.3.3 TESTING SUPPORT

C.3.3.1 The contractor shall develop assigned portions of various engineering studies, plans, and related documents to include tradeoff assignments, test/exercise plans and/or reports, and performance and effectiveness improvement studies. (CDRL A002, A010)

C.3.3.2 The contractor shall provide offsite testing support including the design and analysis of test items and test fixtures. (CDRL A002)

C.3.3.3 The contractor shall participate in off-site testing by performing test planning and setup, execution, data collection, and test data analysis functions. (CDRL A010)

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 30 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

C.3.3.4 The contractor shall prepare test documentation such as test requirements, test plans, test reports, test schedules, Mission Control Panel briefings, Mission Readiness Reviews, Test Readiness Reviews, Standard Operating Procedures (SOP), flight cards, countdown checklists, safety requirements and presentations for safety review. (CDRL A002, A003, A010)

C.3.3.5 The contractor shall perform test data collection/reduction and analysis for completion of tests relating to gun, system (gun mount and other associated equipment), and ammunition testing.

C.3.4 TECHNICAL DOCUMENTATION SUPPORT

C.3.4.1 The contractor shall deliver documentation that includes a reports, publications, NSWCDD Technical Reports, Technical Notes, concept papers, or white papers. (CDRL A002, A023, A024, A025)

C.3.4.2 The contractor shall be responsible for coordinating all documentation tasks and interfacing with the Government's principal investigators. From raw inputs (e.g. notes, background tests, tables, charts, and verbal information and instructions), the contractor shall develop finished documents in accordance with the appropriate specifications. The contractor shall deliver finished reports and presentations which exactly reflect the findings and conclusions and recommendations of the Government. (CDRL A002)

C.3.4.3 The contractor shall develop and produce presentations in support of the systems engineering effort. The contractor shall provide this support by using a variety of software applications and CAD techniques (e.g., engineering applications, work flow charts, and technical illustrations). The contractor shall be responsible for documentation production to include documentation design, technical typing, grammatical editing, and quality control of finished documents; and the development of documentation drawings or visuals for presentations or technical reports. (CDRL A002, A003)

C.3.4.4 The contractor shall produce copies of finished documents individually or in quantity for distribution.

C.3.5 DATA MANAGEMENT SUPPORT

The contractor shall provide data management support for the engineering effort including system requirements tracing from high-level specifications through design, code, and test. Traceability shall be performed on site in Government facilities in the computer application designated by the Government. Data management support shall also include the design, development, and maintenance of other databases to facilitate the maintenance and tracking of systems engineering and program management activities. These databases, developed in Government-specified or agreed-upon applications, shall be used to produce reports of systems engineering, configuration management, and program status. Data management shall also include assistance in the development of configuration management and quality assurance plans and procedures. The contractor shall provide status accounting and shall maintain the databases for ship configuration files, system builds, and deliveries. (CDRL A002)

C.3.6 CONFIGURATION MANAGEMENT

C.3.6.1 The Contractor shall provide Configuration management (CM) services for functions performed at the program, project, system, and subsystem levels.

C.3.6.2 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.3.6.3 The contractor shall attend and provide technical Subject Matter Expert (SME) inputs to CRBs and CCBs.

C.3.6.4 The contractor shall maintain existing formal Configuration Management Plans (CMP) and other related documentation.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 31 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

C.3.6.5 The contractor shall generate and/or review Class I and Class II Engineering Change Proposals (ECPs), Requests for Deviations (RFDs), Request for Waivers (RFWs), Ship Change Notices (SCNs), and Contract Data Requirements Lists (CDRLs), in accordance with MIL-HDBK-61A and provide review comments to the Government. (CDRL A011, A012, A013, A014)

C.3.6.6 The contractor shall maintain, update, and/or serve as administrator for a program or project-level CM technical data repository.

C.3.6.7 The contractor shall maintain a government owned database for tracking ECPs or other configuration logistics data.

C.3.7 COMMON OPERATING ENVIRONMENT SUPPORT

The contractor shall provide technical assistance in troubleshooting Common Operating Environment (COE) related problems and recommend architectural and systems solutions to enhance Naval Fires Control System (NFCS) operations within a COE. The contractor shall provide software design, review, analysis, prototyping, and development support for COE. Software development shall be done using public COE/Integrated Command, Control, Communications, Computers, and Intelligence (C4I) System Framework (ICSF) Advanced Programming Interfaces (APIs) and assistance will be given in incorporating this software into the NFCS software baseline. The contractor shall participate in technical meetings to address NFCS issues and architecture as they are related to the COE. (CDRL A015)

C.3.8 SYSTEM TRAINING SUPPORT

C.3.8.1 The contractor shall develop training curriculum (e.g. software and documentation) and train end users how to operate NSWCDD developed systems. The contractor shall provide review, analysis, and development support for training software. The contractor shall participate in technical meetings to address training issues and architecture as they are related to the overall training program. The contractor shall provide troubleshooting support as required 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 A016, A017)

C.3.8.2 The contractor shall develop 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 A016, A017)

C.3.9 GUN WEAPON SYSTEM (GWS) LABORATORY SUPPORT

C.3.9.1 The contractor shall provide GWS Lab maintenance, including identifying necessary tools and materials to effectively maintain the GWS equipment on a daily basis. The contractor shall perform first-level troubleshooting of failed equipment reporting to the facility manager the status and health of the equipment. The contractor shall have general knowledge of the MK 34 Gun Weapon System operation in order to maintain and troubleshoot the hardware.

C.3.9.2 The contractor shall perform fiber optic splicing, fiber management, and fiber optic assembly operations. The contractor shall be able to work with hardware engineers to build equipment prototypes and plan future lab growth requirements.

C.3.10 LOGISTICS SUPPORT

C.3.10.1 The contractor shall provide recommendations for affordable, reliable, and effective support strategies and systems that meet the user's requirements with optimum materiel availability.

C.3.10.2 The contractor shall apply systems engineering principles to determine the right balance between the system's design requirements and the logistics support requirements to sustain the operational capabilities at an affordable price. This includes using supporting sustainment metrics (e.g. mean down time, logistics footprint,

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 32 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

etc.) as well as enablers (e.g. condition based maintenance, diagnostics, prognostics, corrosion protection/mitigation, etc.) with their associated metrics to achieve the mandatory sustainment metrics. (CDRL A002)

C.3.10.3 The contractor shall plan for, resource, and execute the design, acquisition, management, and fielding of an integrated product support package to sustain the maintenance and support concepts that meet the materiel availability requirements.

C.3.10.4 The contractor shall engage the various program stakeholders to optimize materiel readiness and information exchange.

C.3.10.5 The contractor shall optimize the logistics demand and support processes supporting supply chain logistics in the rapid development environment and the initial outfitting role.

C.3.10.6 The contractor shall develop appropriate metrics to measure the performance of the support strategy/supply chain.

C.3.10.7 The contractor shall identify design changes to address evolving requirements, technological obsolescence, diminishing manufacturing sources, or materiel availability shortfalls.

C.3.11 PROGRESS REPORTING

The contractor shall monitor staffing, technical progress, financial status, and travel for the supported programs. (CDRL A001, A018, A019)

C.3.12 IN-PROCESS REVIEWS

The contractor shall conduct In-Process Reviews (IPR's) with the Government. The reviews are estimated to take place on a semi-annual basis, but shall be scheduled as needed with Contract Officer's Representative.

C.3.13 UNCLASSIFIED MEETING FACILITY

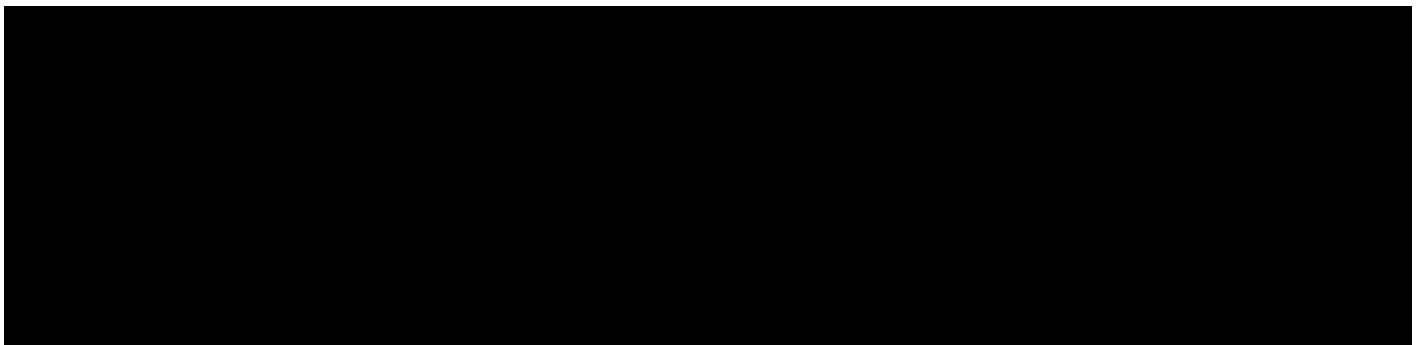
The Contractor shall provide an unclassified facility to hold meetings for technical discussions or design reviews for government programs supported by this order. The facility should accommodate up to 25 people and will be used up to once a month. The Government will provide 5 business days notice prior to scheduled meeting.

C.4 OTHER DIRECT COSTS (OCS)

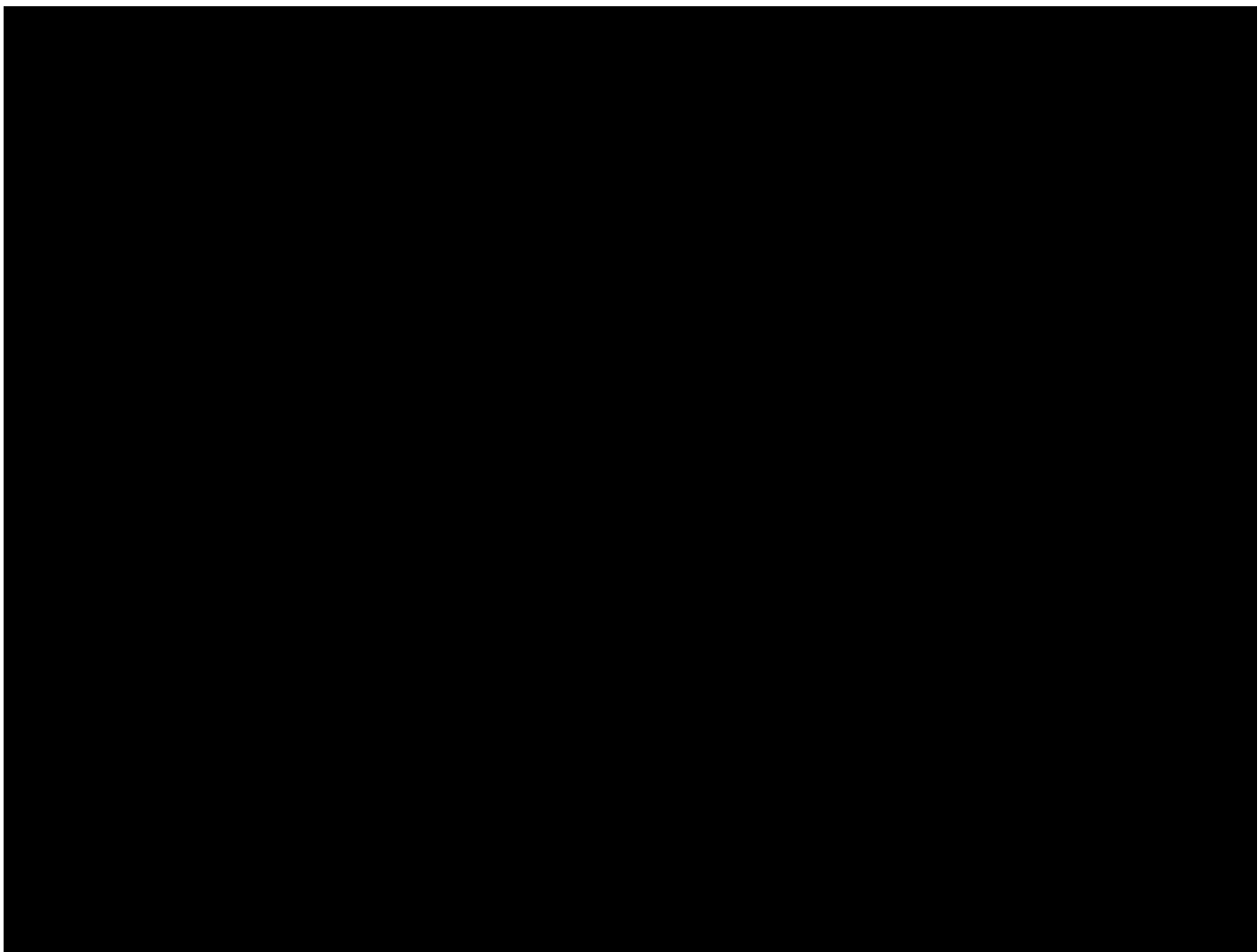
C.4.1 TRAVEL

The contractor shall be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Federal Travel Regulations (FTR) and shall be pre-approved by the Contracting Officer. (CDRL A020, A021)

The contractor is not authorized to perform any travel that is not in conjunction with this order. The following is an annual estimate of the travel that may be executed during the course of this task order. Offerors should propose in accordance with the Government estimates in section L.6.6.3.



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 33 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



C.4.2 Materials and Equipment

During the performance of this task order it may be necessary for the contractor to procure materials to respond to the mission requirements listed in the Performance Work Statement. This task order is issued under a services contract and the procurement of materials of any kind that are not directly related to and necessary for performance may be determined to be unallowable costs pursuant to FAR Part 31. The term "material" includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including hardware, services, and software. Any material provided by the contractor is subject to the requirements of the FAR, DFARS, and the applicable Department of Navy regulations and instructions. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

C.4.2.1 Costs Expressly Not Allowed for Direct Charge

The costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract. General purpose business expenses include but are not limited to the costs for items such as telephones and telephone charges, copy machines, word processing equipment, personal computers, and other office equipment and supplies.

C.4.2.2 Materials

The types of items listed below are authorized for purchase upon the government identifying the need and once the Contractor has complied with approval requirements as stated in paragraph C.4.2.5 below.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 34 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Costs associated with the printing and reproduction of training materials. Cost associated with monthly usage and/or associated service charges for communication devices (e.g. cell phones, air cards, etc.) for the Senior Systems Trainer, Systems Trainers, Software Testers, and personnel providing in-field support for which field communication requirements are in support of PWS tasking. List of personnel authorized for direct charge of communication costs is subject to COR pre-approval. Incidental material or logistics costs (shipping/packaging) in direct support of PWS tasking.

Materials not fitting the descriptions listed in this section and the attachment may not be purchased unless mutually agreed to by both the Government (PCO and COR) and contractor and subsequently added to the task order by modification.

C.4.2.3 Information Technology (IT) Resources

IT Resources shall not be purchased unless DoD and Navy purchasing procedures have been satisfied and approvals obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services.

C.4.2.4 Approvals

Prior written approval from the Contracting Officer shall be required for all purchases of materials under the following circumstances:

(1) A purchase of materials that are above \$3,000 but no more than \$10,000 per individual item purchase may be executed with COR review and written approval. Advance PCO approval is not required.

(2) A purchase of materials that exceeds \$10,000 per individual purchase may NOT be executed unless the COR reviews the proposed purchase and the PCO issues written approval.

(c) Separate multiple purchases of amounts valued below those thresholds stated in this section shall not be submitted to circumvent the COR and PCO review and approval procedure. Splitting purchase requirements to defeat purchasing thresholds shall not be approved.

C.4.2.5 Procedure for Obtaining COR and CO Approval

To obtain COR and/or PCO approval, the contractor shall:

(a) Submit a written request for purchase of materials to the COR through e-mail. The COR shall review the request. If it is in accordance with C.4.2.2 above and requires PCO approval, the COR shall submit the request via the Contract Specialist to the PCO for review and approval.

(b) Minimum requirements for a written request for purchase are as follows:

- (1) Complete description of the material to be purchased
- (2) Quantity
- (3) Unit Cost and Total Cost
- (4) Estimated Delivery/Freight charges
- (5) Any associated service charges such as assembly, configuration, packing, etc.
- (6) An explanation of the need for the material
- (7) List the competitive quotes received from potential suppliers

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 35 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(8) The basis for the selection of the selected supplier

(9) Explanation of the determination of price reasonableness regarding the selected supplier costs

(10) If the procurement is sole sourced to a particular supplier or manufacturer, include the rationale for limiting the procurement to that supplier or manufacturer.

(11) The contractor may seek the assistance of the Contract Specialist for guidance on item 10 above.

(c) Once the COR and/or CO have reviewed the request, the Government shall notify the contractor of the outcome. Issues or details may be discussed with the Contract Specialist acting on behalf of the CO until a final Government determination is made as to whether to approve, modify, or reject the purchase.

(d) The contractor is required to possess and maintain an adequate Property Management System throughout performance.

C.4.2.6 Disposition of Materials

Upon completion of the period of performance, all material associated with this Order that is purchased by the contractor and not depleted during the performance of the Order shall become the property of the Federal Government. The contractor shall transfer all materials not depleted to the COR by way of a Material Inspection and Receiving Report (DD250).

C.5 SECURITY

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachments J.1) provides the security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

Execution of this effort under this PWS 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 applicable Government and industrial security regulations. All deliverables associated with this contract shall be in compliance with the DD Form 254. Work will be performed at the SECRET level.

The contractor shall require access to Communications Security (COMSEC) information to access military communications and cryptological equipment to provide support to weapon system development. The contractor shall require NATO information in the performance of this contract to support to provide the system engineering and software support to ship and weapons systems and associated foreign military sales.

The contractor may be required to have access to Special Access Programs (SAP). For those situations the Program's Government SAP Security Officer (GSSO) will work with the Program Security Officer (PSO) and Program Office to determine eligibility and access procedures.

C.6 GOVERNMENT FURNISHED ITEMS/PROVIDED OFFICE SPACE

C.6.1 GOVERNMENT FURNISHED ITEMS

C.6.2 GOVERNMENT PROVIDED OFFICE SPACE



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 36 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

OPERATION OF GOVERNMENT VEHICLES

The contractor shall drive government vehicles on-site at NSWC, Dahlgren Division 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 Performance Work Statement and Technical Instructions of this contract. No off-base driving is authorized. The contractor shall ensure that all drivers are properly licensed and do not hold any driving under the influence (DUI) or driving while intoxicated (DWI) convictions in the previous 11 years prior to operating a government vehicle. Upon notification by the COR that an individual is approved, authority shall be granted for the immediate operation of a Government vehicle up to and including 10,000 pounds gross vehicle weight and carrying less than 15 passengers. (CDRL A022)

C.8 ELECTRONIC SPILLAGES

(a) 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, 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 shall 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 shall 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 shall be charged to the contractor.

(b) 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. 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 shall also be responsible for taking Information Security Awareness training annually, via their Facility Security Officer, as part of the mandatory training requirements. If a spillage occurs additional training shall be required to prevent recurrence.

C.9 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

In accordance with U.S. Navy policy, any personnel, including the contractor, who utilizes DOD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the contractor, are accountable and must act accordingly. DOD computer systems are

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 37 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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.

In accordance with DOD and DON cyber security workforce (CSWF) requirements, Contractors assigned to an IT-I designated position with SECRET access will be required to have a favorably adjudicated Single Scope Background Investigation (SSBI) completed every 5 years. This investigation will be at the Government's expense and will be initiated by the Government. Until the SSBI is favorably adjudicated, the contractor must remain at IT-II status in JPAS and will not be assigned IT-I duties.

C.10 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.11 NON-DISCLOSURE AGREEMENTS (NDAs)

(a) NDAs may be utilized to allow for access to company sensitive/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.

(b) Contractor personnel may be required, from time to time to sign non-disclosure statements as applicable to specific PWS tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure Agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and shall be returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR and the Contract Specialist.

C.12 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

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

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

C.13 IDENTIFICATION BADGES

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 38 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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 Task Order, relocation or termination of an employee, and upon request by the PCO.

C.14 CONTROL OF CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of NAVSEA and NSWCCD 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.15 DIGITAL DELIVERY OF DATA

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

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

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

C.16 USE OF INFORMATION SYSTEM (IS) RESOURCES

(a) Contractor Provision of IS Resources

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

(b) Contractor Use of NSWCCD IS Resources

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 39 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

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

(c) Connections between NSWCCD 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 NSWCCD, such interconnection shall take place only after approval from the Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections shall be made outside the appropriate NSWCCD firewall.

C.17 SUBCONTRACTORS/CONSULTANTS

C.17.1 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.17.2 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.17.3 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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 40 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

that efficient performance methods are being employed.

C.18 Dd1-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

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

(b) For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCCD Physical Security in advance of the date, time, and location where the NSWCCD representative may physically remove the employee's vehicle sticker and retrieve the NSWCCD 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 NSWCCD Physical Security of the separation and make arrangements between the former employee and NSWCCD Physical Security for the return of the badge and removal of the sticker.

C.19 DdI-G12 POST AWARD MEETINGS

(a) A Post Award Meeting with the successful offeror will be conducted within thirty (30) working days after award of the contract. The meeting will be held at (to be identified at Task Order award).

(b) The contractor will be given at least five working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

(d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days notice prior to the date of the meeting by the Contract Specialist.

C.20 HQ C-1-0001 ITEM(S) - 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.21 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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 41 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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.

C.22 HQ-C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (JAN 2008)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal TBD at award dated TBD at award in response to NAVSEA NSWCDD Solicitation No. N00024-13-R-3235.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

C.23 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.

C.24 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

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

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

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 42 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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 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.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 43 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this order for default.
- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this order.
- (n) Compliance with this requirement is a material requirement of this order.

C.27 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current contract, the offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The contractor shall provide notice within 14 days of receipt of any information that may indicate a Potential OCI and how they shall mitigate this.

C.26 MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by the Task Order award. In addition, mandatory requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

Requirement 1 - Facility Security Clearance - The contractor's primary facility supporting this requirement must possess a Facility Security Clearance of SECRET with SECRET storage and processing capability

Requirement 2 - 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).

Requirement 3 - Facility location - The contractor's primary facility supporting this requirement must be located within 60 minutes of NSWC Dahlgren.

Requirement 4 - Unclassified facility requirements - The contractor shall provide an unclassified meeting/training facility capable of accommodating 25 persons located within 30 minutes of NSWC Dahlgren.

Requirement 5 - Accounting system - The contractor shall provide verification (SF 1408 or equal) that its cost

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 44 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

accounting system has been determined adequate by DCAA/DCMA for determining costs applicable cost type contracts at time of proposal.

C.27 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

(b) 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.28 ALTERNATE WORKSITE

In accordance with 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010), the Contracting Officer has determined that alternative worksite arrangements are detrimental to contract performance. Labor categories are not authorized to work at alternative worksites without COR and the Contracting Officer's approval.

C.29 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum,

(1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 45 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

C.30 SHIPBOARD PROTOCOL

C.30.1 This tasking may involve platform engineering and fleet support onboard ship. As such, the Offeror 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. Compliance shall be reported in the trip report.

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

-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; need; 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 talking and the operational condition of affected equipment.

C.30.2 Instruction

a. The contractor shall comply with COMUSFLTFORCOM/COMPACFLT Instruction 6320.3.

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. Repair and maintenance employees working aboard vessels, dry docks and piers shall have a valid 10 hour OSHA Maritime Shipyard Employment Course #7615 completion card within 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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 46 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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 publicly-available 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 (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.31 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.

(End of Text)

C.32 GROUND AND FLIGHT RISK

The contractor is required to provide personnel capable of conducting ground and flight test operations. These individuals shall have the ability to meet requirements necessary to obtain an operations support physical or obtain a FAA Flying Class III medical certificate or better. In addition to these clearances, flight test personnel shall obtain physiological training to support unpressurized operations on military or non-standard aviation (NSAV) aircraft, as required, operating below 25,000 feet. Flight tests will occur at the following representative list of locations: Eglin AFB, FL, Dahlgren, VA, Waco, TX, NSWC China Lake, CA, White Sands Missile Range, NM, Pacific Missile Range Facility, HI, and Cannon AFB, NM. In some instances OCONUS flight support may be necessary. Dismounted testing personnel will be required to achieve and maintain needed qualifications to perform Joint Terminal Attack Controller Evaluator Qualifications and shall obtain physiological training to support unpressurized operations on military or non-standard aviation (NSAV) aircraft operating below 25,000 feet. Dismounted Ground Test/Flight tests will occur at Hurlburt Field, FL, Eglin AFB, FL, and other locations as required. In some instances OCONUS testing support may be necessary.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 47 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 48 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION D PACKAGING AND MARKING

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)

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 49 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the Contracting Officer Representative (COR) designated herein.

E.2 PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.

(b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

QUALITY ASSURANCE SURVEILLANCE PLAN

(QASP)

1.0 PURPOSE

1.1 This Quality Assurance Surveillance Plan is a Government-developed and applied document used to make sure the systematic quality assurance methods are used in the administration of this performance-based contract. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the contract.

1.2 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the PWS and the contractor's quality control plan (QCP), and to ensure that the Government pays only for the level of services received.

1.3 This QASP defines the roles and responsibilities of all members of the integrated project team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

2.0 AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance which provides for inspections and acceptance of the services and deliverables called for in service contracts to be executed by the Contracting Officer of a duly authorized representative.

3.0 PERFORMANCE MANAGEMENT APPROACH AND STRATEGY

3.1 The PWS structures the acquisition around “what” service or quality level is required, as opposed to “how” the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

3.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 50 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the contractor flexibility to continuously improve and innovate over the course of the Contract (TO) as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

3.3 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor’s own quality control plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Order regardless of whether the work is performed by contractor employees or by subcontractors. The contractor’s QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated government representative. This QASP enables the government to take advantage of the contractor’s QCP.

3.4 The Government will assess performance using Contractor Performance Assessment Reporting System (CPARS) to determine how the contractor is performing against communicated performance objectives. The CPAR assesses a contractor’s performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. CPAR performance expectations will be addressed in the Government and contractor’s initial post-award meeting. Potential sources of data may include, but are not limited to, the following:

- Status and progress reviews
- Production and management reviews
- Management and engineering process reviews (e.g. risk management, requirements management, etc.)
- Cost performance reports and other cost and schedule metrics
- Other program measures and metrics such as:
 - Measures of progress and status of resources
 - Measures of deliverable timeliness and accuracy
 - Measures of product quality and process performance
 - Fleet and sponsor feedback/comments and satisfaction ratings
- Systems engineering and other technical progress reviews
- Technical interchange meetings
- Physical and functional configuration audits
- Quality reviews and quality assurance evaluations
- Functional performance evaluations
- Subcontract Reports

3.5 A preliminary CPARS evaluation/rating will be accomplished as noted in paragraph 5.0 below. The purpose of this review is to determine whether the Contractor is performing at least at a Satisfactory level for each area to be assessed using Table 1. Failure to do so will be a primary determinant as to whether the Contractor’s next option will be exercised. Further, the formal CPARS ratings are used as reference material by others in source selection.

3. 6 Options Periods 3 and 4 are Award Term Options. In order for an Award Term option to be exercised, the contractor must have achieved an acceptable for every performance objective.

4.0 ROLES AND RESPONSIBILITIES

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 51 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

4.1 Contracting Officer

4.1.1 An individual duly appointed with the authority to enter into (PCO) or administer (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting Order. Contracting Officers are designated via a written warrant, which sets forth limitations of their respective authority.

4.1.2 The Contracting Officer ensures performance of all necessary actions for effective contract administration, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that ensures the Contractor receives impartial, fair and equitable treatment under the Order. The Contracting Officer is ultimately responsible for the final determination of the acceptability of the Contractor's performance.

4.2 Contract Specialist

4.2.1 Assigned by the PCO to provide daily administration of the contract.

4.2.2 Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

4.3 Contracting Officer's Representative (COR)

4.3.1 An individual appointed in writing by the PCO to act as their authorized representative to assist in technical administration of the Order. The COR is appointed in the contract award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the contract.

4.3.2 The COR is responsible for technical administration of the Contract and assures proper Government surveillance of the contractor's technical performance. The COR provides QASP reports to the PCO.

4.3.3 The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

4.4 Subject Matter Expert (SME)

4.4.1 SMEs are individuals who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the contract.

4.4.2 The SME provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.

4.4.3 A Government SME cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

5.0 SCHEDULE

The initial QASP evaluation will be finalized no later than the end of month eight (8) of the Base Period. The process will be repeated every twelve months in order to evaluate all option periods. In order to accomplish this, the following schedule applies:

5.1 Contractor Self-Assessment (written) due to the Contracting Officer and the COR no later than the end of the period of performance based on six (6) months of support. Failure of the contractor to make a timely delivery will be viewed as the contractor's overall inability to comply with Contract

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 52 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

schedules.

5.2 COR Written Assessment due to the Contracting Officer no later than the end of week two (2) of month eight (8) of the period of performance.

5.3 Week four (4) of month eight (8) of the period of performance, the Contracting Officer will hold a meeting with the COR and the Contractor for the purpose of reviewing inputs and determining the overall assessment level for the period.

6.0 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

6.1 The required performance standards and quality levels are included in Table (1), "Performance Standards". If the contractor meets the required service or performance level, the contractor will receive positive preliminary CPARS ratings. If the contractor fails to meet the required performance level, the result will be negative CPARS ratings.

6.2 If the Contractor fails to meet the required performance level based on the preliminary review conducted in accordance with the 5.0 above, the Government may not exercise the next Option period under the Order.

7.0 METHODOLOGIES TO MONITOR PERFORMANCE

7.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate contractor performance when appropriate. The COR will use the following methods of surveillance:

- Random monitoring
- 100% Inspection
- Periodic Inspection
- Customer Feedback

7.2 Customer Feedback

7.2.1 The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

7.2.2 Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the PCO, as opposed to the contractor.

7.2.3 Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints, investigate and work with the PCO and contractor to resolve the issue.

7.2.4 Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

7.3 Acceptable Quality Levels - The acceptable quality levels (AQLs) included in Table 1 for contractor performance are structured to allow the contractor to manage how the work is performed.

8.0 QUALITY ASSURANCE DOCUMENTATION

8.1 The Performance Management Feedback Loop

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 53 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

The performance management feedback loop begins with the communication of expected outcomes. Performance standards and performance monitoring techniques are expressed in Table 1.

8.2 Monitoring System

The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using preliminary CPARS. Formal CPARS evaluations shall be conducted on an annual basis. Preliminary CPARS evaluations will be accomplished in accordance with paragraph 5.0 Schedule.

TABLE 1: PERFORMANCE STANDARDS

PERFORMANCE OBJECTIVE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVELS	METHODS OF SURVEILLANCE
Deliverable Timeliness	Data and other deliverables received 100% on schedule.	Data deliverables received at least 95% on schedule	Contractor self-reporting in Monthly Progress Report (MPR), random inspection to validate
Deliverable Quality	Data Deliverables received are well researched, complete and technically accurate. Rework is not required. Other deliverables meet all Contract requirements.	Data deliverables received with a first pass yield at least 95% of the time. Other deliverable items are delivered such that no program schedules are adversely impacted.	Contractor's MPR, Government review and approval process; feedback from fleet or sponsors
Staffing	Contractor provides qualified personnel at levels required. Lapses in coverage may occasionally occur and are managed without any adverse impact on performance. New/and or substitute resumes submitted IAW Contract reqmts. Personnel work products fully consistent with resume qualifications.	Contractor provides required staffing levels at least 95% of the time. It takes no more than 2 mos. to fully staff all required positions with fully qualified personnel. Contractor complies with all Contract requirements for resume approval 100% of time. Personnel work products consistent with resume qualifications.	COR review of resumes submitted, personnel work products, and contractor MPR.
Other Direct Costs (ODC)	ODCs are accurately and timely reported and invoiced. Contractor complies with contract requirements for ODC authorization 100% of time. Burdened costs are no higher than proposed.	Contractor complies with contract requirements for ODC authorization 100% of time. Burdened cost are no higher than 5% more than proposed.	Contractor's MPR. COR review of costs incurred and invoices.
Management Performance	Contractor management ensures timely performance problem resolution, responsiveness to	Problems are resolved quickly with minimal Gov't involvement; management is responsive to Gov't	COR / Specialist / PCO involvement

PERFORMANCE OBJECTIVE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVELS	METHODS OF SURVEILLANCE
	customer requirements, and effective communications with Government and other stakeholders.	requests/concerns; communication is routinely effective and timely.	
Costs and Invoicing	<p>Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used in cost-effective manner.</p> <p>Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely (no more than 3 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.</p>	Contractor is fully compliant with the performance standard by month 3 of performance.	Review of MPR and invoices.
Subcontracting (Small Business primes only)	<p>Contractor is fully compliant with FAR 52.219-14, for all Contract periods.</p> <p>Contractor pays small business (SB) subcontractor invoices in a timely manner.</p>	<p>Contractor at least 90% compliant with FAR 52.219-14 for the Base Period and achieves full compliance by end of contract.</p> <p>Contractor pays SB subcontractor invoices in a timely manner.</p>	Contractor Reporting

AWARD TERM CLAUSE

In addition to the terms set forth elsewhere in the contract, and as provided in the QASP, the contractor may earn an extension of one (1) to two (2) years on the basis of performance during the evaluation periods. The

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 56 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

contractor is evaluated using QASP criteria during each year of contract performance. During the third year

(Option 2), if performance is evaluated as Acceptable, the contractor earns Year 4 (Option 3); if performance is

evaluated as Acceptation in Year 4, the contractor earns Year 5 (Option 4).

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond

Option 2 of performance for Acceptable performance.

(b) Monitoring of Performance. The contractor's performance will be continually monitored by the COR and

Subject Matter Experts whose findings are reported by the COR to the Contracting Officer (PCO) together with

a recommendation regarding exercise of the Award Term Option. The PCO makes the final decision on the

award-term on the basis of the contractor's performance during the award-term evaluation period.

(c) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions

or reductions are specified in the QASP.

(d) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract

performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(f) Self-Evaluation. The contractor will a written self-evaluation of its performance for that period in accordance

with the schedule in the QASP. It will be used in the COR's and PCO's evaluation of the contractor's performance during this period.

(g) Disputes. Decisions regarding the award term, including—but not limited to— the amount of the award term,

if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the

PCO. These decisions are final and are not subject to dispute.

(h) Award-Term Extension. The contract period may be modified to reflect the PCO's decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining

on the SEAport contracts, including exercised options. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the PCO decision, the operation of the

AWARD TERM PLAN

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 57 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

1.0 INTRODUCTION - The QASP is the basis for evaluating of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO) who is the Contracting Officer (PCO). The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described in the Section E, Quality Assurance Surveillance Plan (QASP). All TDO/PCO decisions regarding the award-term evaluation and the nature and success of the contractor's performance—are final and not subject to dispute. The award term will be provided to the contractor through unilateral contract modifications as determined by the TDO.

2.0 ORGANIZATION - The award-term organization includes the PCO/TDO, the Contract Specialist, the COR and project-specific Subject Matter Experts (SMEs).

3.0 RESPONSIBILITIES - The responsibilities of the award-term organization are as specified in paragraph E.5.0 of the QASP.

4.0 AWARD-TERM PROCESSES

a. Award-Term Evaluation. Evaluation results will be based on the contractor's performance during each evaluation period.

b. Evaluation Criteria. Any changes to award term evaluation criteria may be proposed by either party and shall be made only by bilateral modification to the QASP.

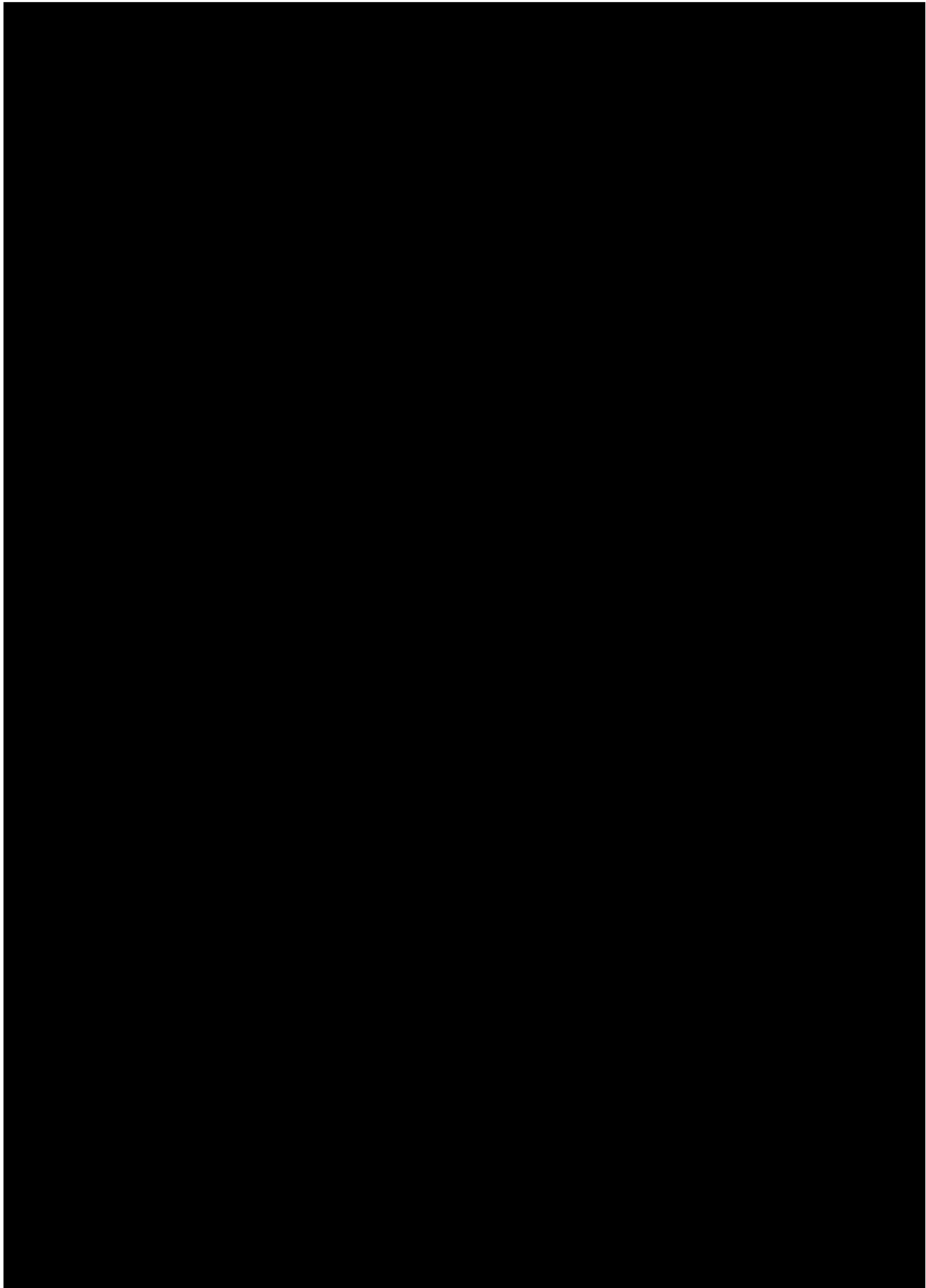
c. Informal Interim Evaluation Process. Informal Interim evaluations may be conducted as part of IPRs (C.3.12) conducted on a project or Task Order basis. The PCO may provide informal interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.

d. End-of-Period Evaluations. The "end of period" evaluation to determine whether the first award term (Option 3) will be exercised shall occur in Option 2 in accordance with the schedule in paragraph E.5.0 of the QASP. The "end of period" evaluation for the second award term (Option 4) shall also be in accordance with the QASP schedule.

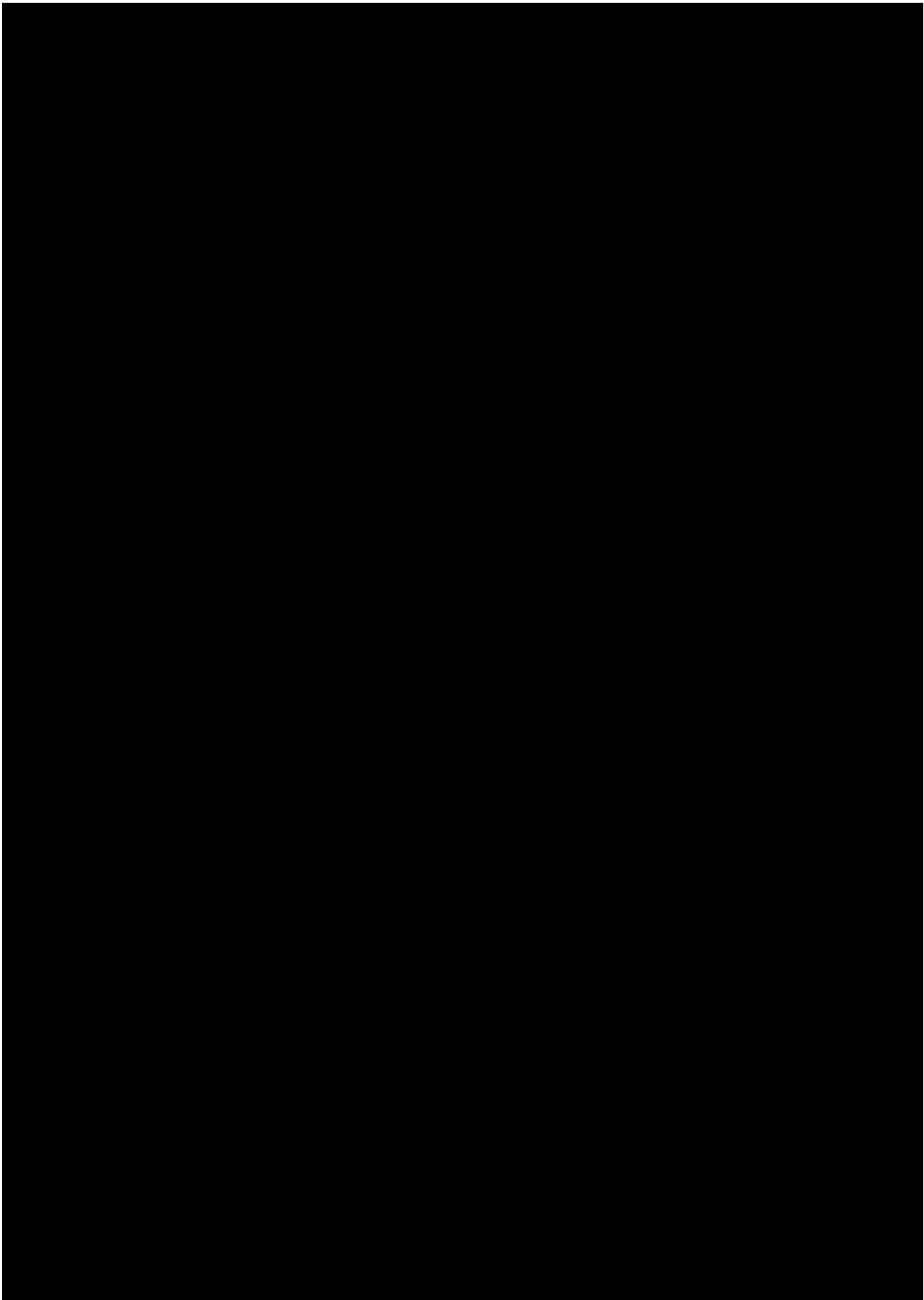
5.0 AWARD-TERM PLAN CHANGE PROCEDURE - Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 58 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

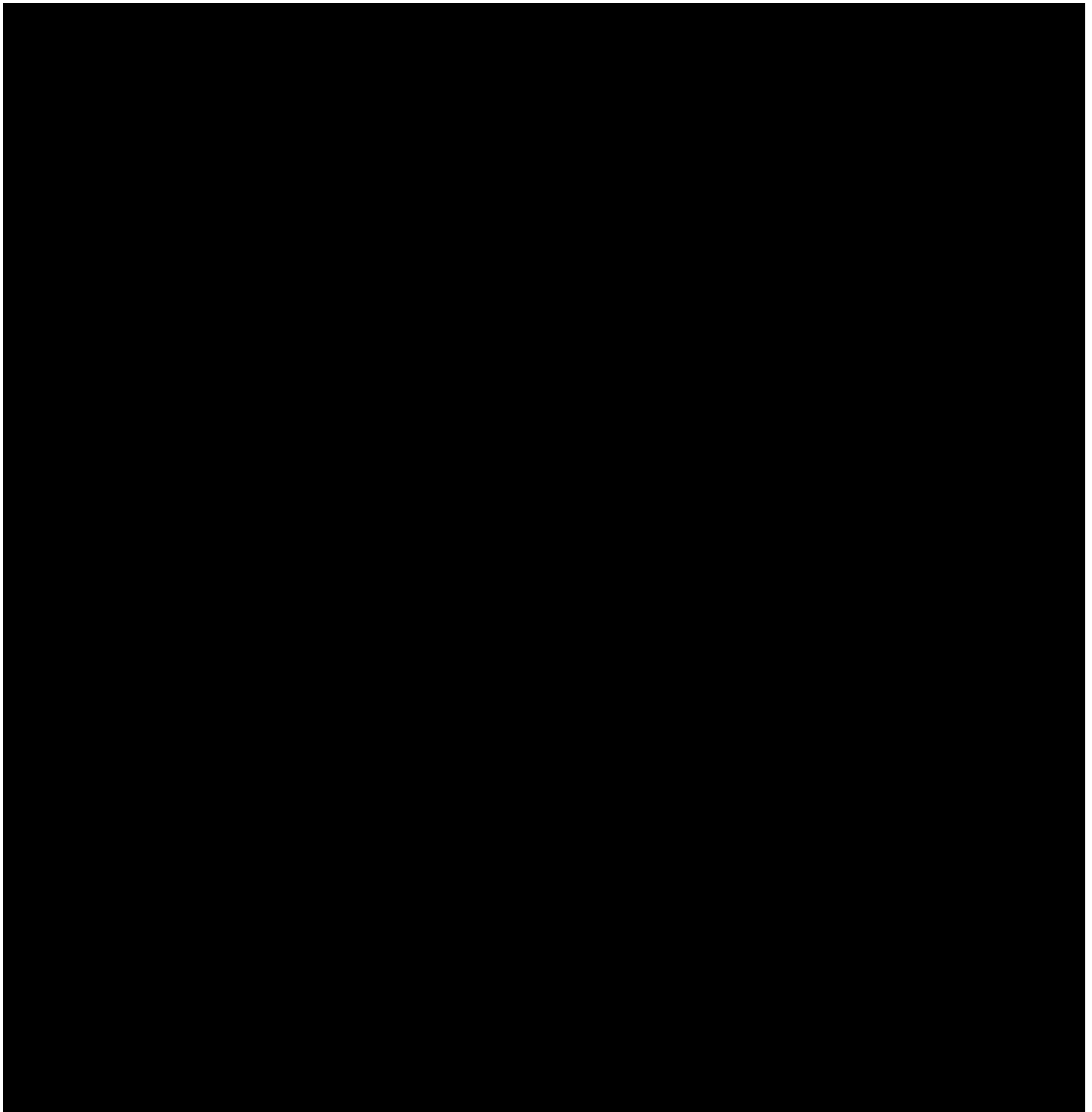
SECTION F DELIVERABLES OR PERFORMANCE



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 59 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 60 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 61 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING DATA

The award document will include Accounting Data 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 may receive a unique SLIN identifier, even if 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 one ACRN but 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/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated ACRN. If multiple ACRNs are associated with a single project/work area/TI/WBS, the contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

G.3 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

In accordance with (DFARS) PGI 204.7108 "Other"(d) (3) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS the following payment instructions apply to

this task order:

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

The payment office shall make payment within the line item in the sequence ACRN order specified below,

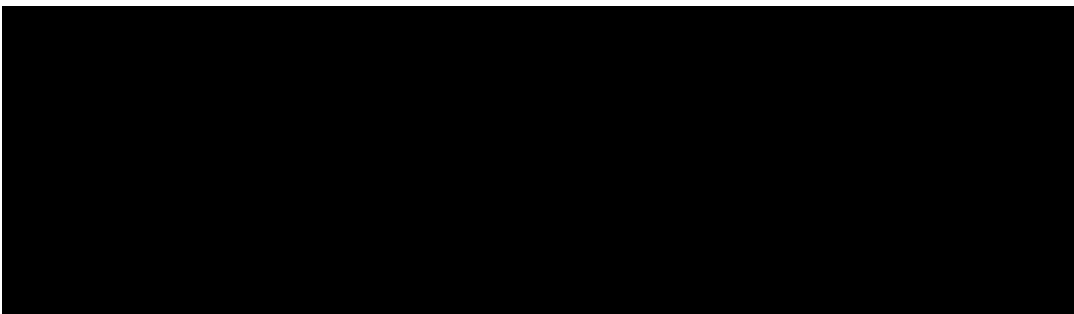
exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item ACRN Order

See ACRN Spreadsheet in Attachments for ACRN order

G.4 Ddi-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

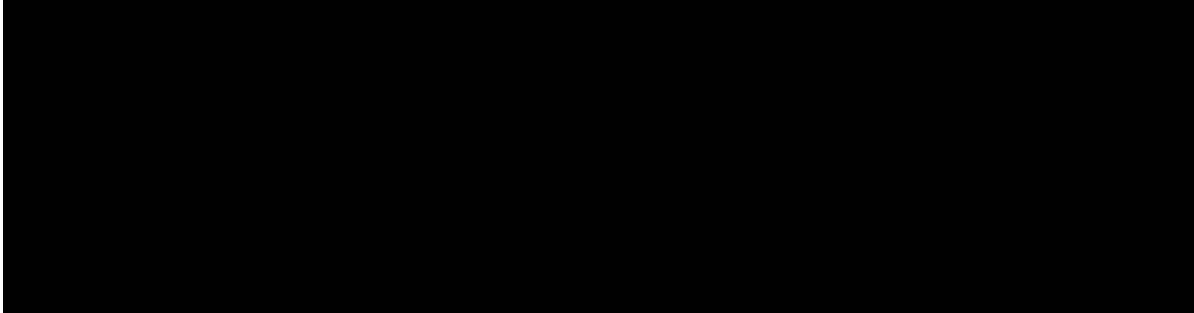


(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 62 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

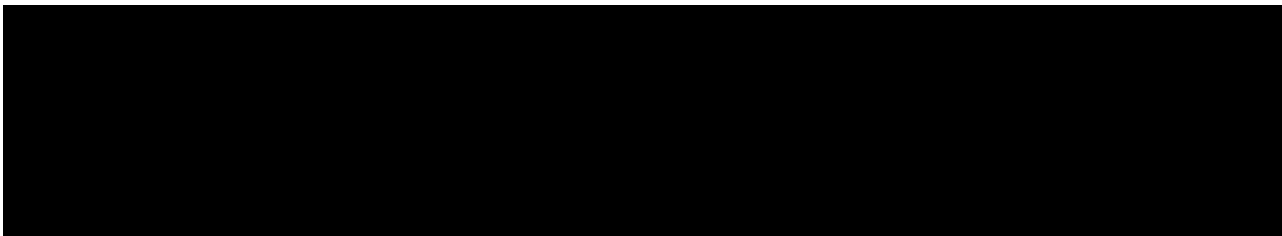
changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer 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:



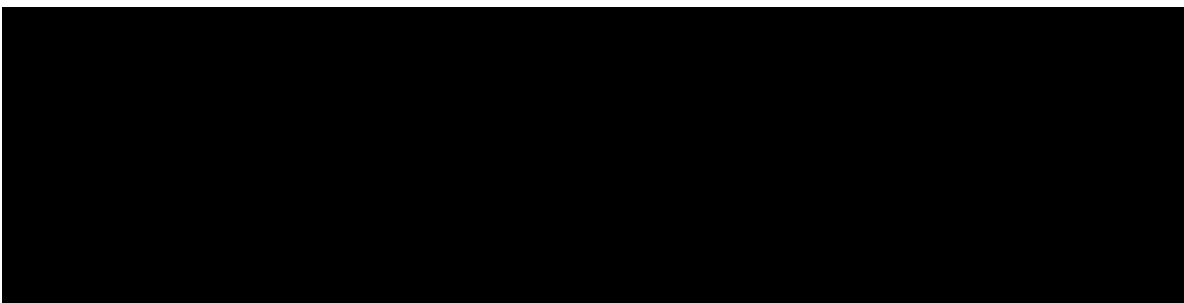
(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

Administrative Contracting Officer (ACO)



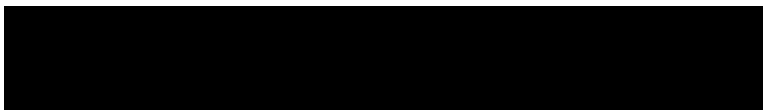
(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of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

Contracting Officers Representative (COR):



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

Government Flight Representative (GFR):



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 63 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



(b) The GFR is responsible for the administration of the requirements of the combined instruction Contractor's Flight and Ground Operations (DCMA INST 8210.1, AFI 10-220, AR 95-20, NAVAIRINST 3710.1 (Series), and COMDTINST M13020.3). The GFR is appointed by the PCO; a copy of the GFR appointment is provided as an attachment to this Task Order.

G.5 252.232-7006 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 _____

(Contracting Officer: Insert applicable document type(s).

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

_____ N00178 _____

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(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*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	**
Issue By DoDAAC	N00178
Admin DoDAAC	N00178
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	HQ0338
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.



(g) *WAWF point of contact.*

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 65 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact: M_DLGR_NSWC_WAWF@navy.mil.
- (2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

G.6 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 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.

G.7 CONSENT TO SUBCONTRACT

(a) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

(b) The requirements of the above clause apply equally to subcontractors and consultants.

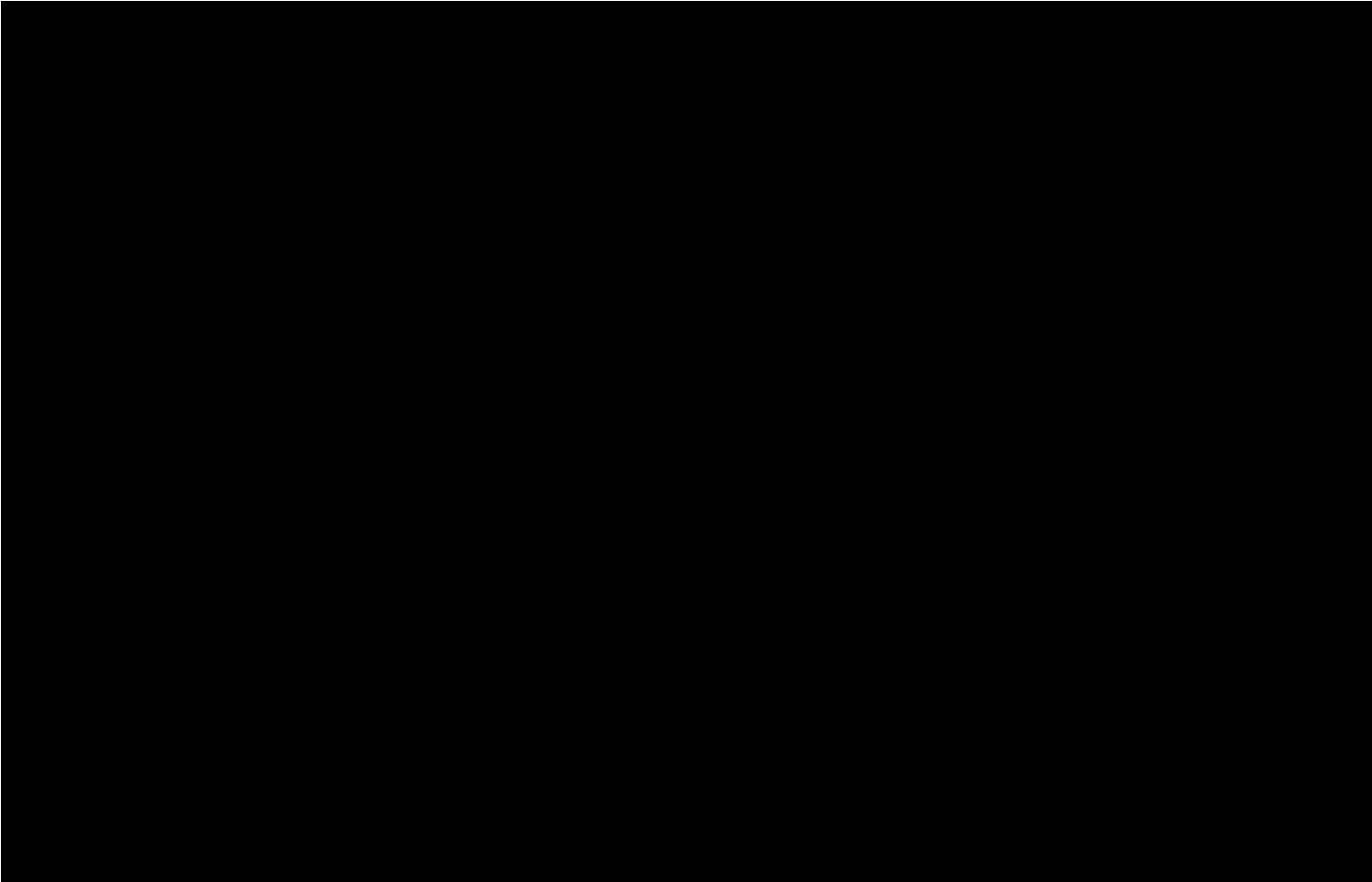
G.9 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 66 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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, on-site 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, on-site 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. The Contractors shall be 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 Procuring Contracting Officer 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.

Accounting Data



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 92 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the PWS, the Government desires personnel with the appropriate experience and professional development qualifications. The applicable labor categories and associated qualifications are listed in Section H.2.

(a) Experience – The desired experience for each Labor Category must be directly related to the tasks listed in the PWS. General experience in engineering, system engineering or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the PWS is a plus and will be favorably considered.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors 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.

(d) Two groups of Personnel will support this order - Key Personnel and Non-Key Personnel.

(1) Key Personnel are the Personnel who are proposed, either with the Offeror's proposal or for out-year growth, in the categories listed in Section H.2 below. Key Personnel qualification levels are considered to be desired for those individual whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of Key Personnel will be evaluated in accordance with clause H.4 5252.237-9106 Substitution of Personnel below. Additional out-year positions in Key categories do require resume approval; evaluation will be based on the qualifications in H.2.

(2) Non-Key Personnel are the personnel proposed to provide support in positions that are not identified as Key under H.2 below.

H.2 KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the PWS, the Government **desires** Personnel with the following qualifications

H.2.1 Program Manager

- a. Ten (10) years of full-time professional experience working in an engineering, scientific, or technical discipline in weapons system development.
- b. At least five (5) years specific experience in managing programs that provide technical engineering services similar in scope and complexity as those in the Performance Work Statement.
- c. Experience as primary point of contact for contractor's tasking, including including ability to direct a multi-disciplined team of technical experts, manage staffing and resources, develop cost and schedules estimates, and prepare budget and status reports.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 93 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

H.2.2 Sr. Systems Engineer

- a. Ten (10) years functional and leadership experience in DOD system engineering processes in a rapid development environment with demonstrated expertise and results that include five (5) years of experience in DOD acquisition programs specifically in the area of weapons system development.
- b. Experience supporting the development of future/emerging weapons systems and support and sustainment of currently fielded legacy weapon systems.
- c. Experience with technical aspects of systems engineering as well as a broad understanding of its role in supporting DOD acquisition programs.

H.2.3 Sr. Software Engineer

- a. Fifteen (15) years of experience in software engineering applied to program development, modeling, and/or simulation.
- b. At least five (5) years of experience with Navy/Joint systems.
- c. Has demonstrated understanding of technical aspects required to develop large complex software intensive systems.
- d. Proficient in software development using at least two (2) of the following: Windows, various Linux distributions (e.g.Red Hat), embedded systems (e.g. Atmel/Rabbit processors), C/C++ and Java programming languages, and FPGA design/layout and programming (e.g. Xilinx, Altera, Actel).

H.2.4 Sr. Designer and Fabrication Engineer

- a. Fifteen (15) years combined engineering experience with a proven, verifiable, and extensive track record of bringing complex designs from concept to mass manufacturing/production.
- b. Hands-on experience with the entire design and manufacturing tool chain.
- c. Proficient in all of the following tools: Altium Designer, SolidWorks 3D, Gerber files, and G-code. Experience in current manufacturing standards and techniques (DOD specific and industry best practices) and demonstrated ability to apply them to actual design methodology examples.

H.2.5 Sr. Systems Trainer

- a. Ten (10) years of full time professional experience working and developing training support for a rapid development program.
- b. At least five (5) years of developing training plans for weapon systems for air or surface platforms.
- c. Experience working closely with government personnel to create supporting training documentation and curriculum which captures the systems attributes.
- c. Demonstrated ability to teach weapon systems to military operators, military training personnel, and military/contractor support organizations.

H.2.6 Sr. Logistician

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 94 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- a. Fifteen (15) years of experience supporting, developing and implementing Logistics/Sustainment Management strategy for DOD Acquisition Programs.
- b. At least ten (10) years of experience with Navy/USMC or Air Force logistical systems (defining and supporting weapon system acquisition, supply chain management, system integration and sustainment), specifically in the area for developing and establishing new and emerging weapon system life cycle support.
- c. Experience in setting up an Inventory Control Point for a Rapid Development Environment for prototyping and sustainment of hardware.
- d. Experience working cross organizationally to coordinate a variety of logistical efforts.
- e. Experience supporting a fast-paced program with evolving requirements.
- f. DAU Certification in Acquisition Logistics (and/or Logistics Lifecycle Management, Configuration Management, or Change Management) or equivalent.

H.3 NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS

The contractor shall provide Non-Key Personnel who meet or exceed the **minimum** qualifications provided below by labor category.

H.3.1 Systems Engineer

- a. Five (5) years of full-time professional experience working in systems engineering.
- b. Two (2) years full-time experience in at least one major weapons system development program supporting any of the following areas: requirements definition, system design parameters, concepts operation, risk assessment, performance analyses, test and evaluation, post-delivery support.

H.3.2 Software Engineer

- a. Five (5) years of experience in software engineering applied to program development, modeling, and/or simulation.
- b. Two (2) years of experience with Navy/Joint systems.
- c. Demonstrates understanding of technical aspects required to develop large complex software intensive systems.
- d. Proficient in software development using at least two (2) of the following: Windows, various Linux distributions (e.g.Red Hat), embedded systems (e.g. Atmel/Rabbit processors), C/C++ and Java programming languages, and FPGA design/layout and programming (e.g. Xilinx, Altera, Actel).

H.3.3 Software Tester

- a. One (1) year of experience in system testing and analysis of software based systems.
- b. Demonstrated ability to derive system requirements provided by the system engineers and develop appropriate testable events for system testing.

H.3.4 Hardware/Electronic Technician

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 95 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- a. Five (5) years in electronic technician background or related field.
- b. Experience working projects under short time constraints.
- c. Has experience with optical fibers and fiber optic components. Fiber Optic Technician and Fiber Optic Installer certificates or ability to obtain them required.

H.3.5 Systems Trainer

- a. Three (3) years of full time professional experience working and developing training support for a rapid development program.
- b. At least two (2) years developing training in weapon systems for air and surface platforms.
- c. Experience in curriculum development and documentation.
- d. Experience teaching weapon systems to military operators, military training personnel, and military/contractor support organizations.

H.3.6 Systems Analyst

- a. Five (5) years general experience supporting DoD programs.
- b. Three (3) years specialized experience in generating and maintaining program/project schedules and budgets.

H.3.7 Technical Editor

- a. Three (3) years of experience in proofreading, editing and formatting of technical documentation, ensuring it is accurate, complete, and meets editorial and government specifications and adheres to standards for quality, graphics, coverage, format, and style.
- b. Experience coordinating with document authors in the drafting, review, and publication of technical documentation for a software development project.
- c. Experience reviewing project documentation for grammar, spelling, punctuation, and formatting.

H.3.8 Logistician

- a. Seven (7) years of experience in supporting, developing and implementing Logistics/Sustainment Management strategy for DOD Acquisition Programs.
- b. Two (2) years of experience with Navy/USMC or Air Force logistical systems (defining and supporting weapon system acquisition, supply chain management, system integration and sustainment), specifically in the area for developing and establishing new and emerging weapon system life cycle support.
- c. Experience tracking and inventory hardware in the development and prototyping of new weapon systems.
- d. Experience supporting acquisition process by providing status on receipt of material.
- e. Experience working cross organizationally to coordinate a variety of logistical efforts.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 96 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

f. Demonstrated ability to support a fast-paced program with evolving requirements, and fulfill a leadership role on a multi-disciplinary team.

H.3.9 Configuration Management Personnel

- a. Five (5) years of configuration management (CM) experience with a thorough understanding of CM processes.
- b. Comprehensive knowledge of principles, methods, and techniques used in configuration management support.
- c. Proven knowledge of formal change control processes: Class I changes, Class II changes, and change control board 3 (CCB) experience/involvement.
- d. Proficiency with MS Office tools, primarily MS Word, Excel and PowerPoint.
- e. Bachelor's degree in a technical field or related discipline.
- f. Familiarity with C/C++ projects and Linux projects.
- g. Experience related to weapons systems and/or Navy programs.
- h. Knowledge of CM Industry Standards and Military Standards.

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. 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 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

- (a) Requests for post award approval of additional and/or replacement any Key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, COR, and the Alternate COR. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.
- (b) Resumes shall be submitted in the format required. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.
- (c) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

H.6 RESUME FORMAT AND CONTENT REQUIREMENTS

In order to facilitate evaluation, all resumes shall contain the following minimum information :

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 97 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- H.6.1 Complete Name
- H.6.2 Task Order Labor Category
- H.6.3 Contractor Labor Category
- H.6.4 Percentage of time to be allocated to this effort
- H.6.5 Current level of security clearance level per JPAS (identify if interim or final)
- H.6.6 Current work location and planned work location upon award of this Task Order
- H.6.7 Note if the individual is key on another contract with a period of performance that will overlap this requirement. Note plans to satisfy both contracts if the Offeror is selected for award.
- H.6.8 Chronological Work History / Experience – Show experience and date(s) as follows:

- (a) Employer: Dates (month/year); Title(s) held
- (b) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e, Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.
- (c) 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.
- (d) Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.
- (e) 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.
- (f) 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.
- (g) Gaps in experience shall be avoided.
- (h) The cut-off date for any experience claimed shall be the closing date of the solicitation.
- (i) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's ability 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 certifications. Note the date obtained for each, as well as the date when each license/certification requires renewal.

- (j) 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 NSWCDD Solicitation N00024-13-R-3216 by TBD (insert Offeror's company name) 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. The employee certification shall not be dated earlier than the issue date of this solicitation.

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 98 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(k) 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 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

H.8 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.9 NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions issued via Task Order modification after the instruction has been signed by the Contracting Officer, COR and Contractor. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual PWS.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 99 of 111	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

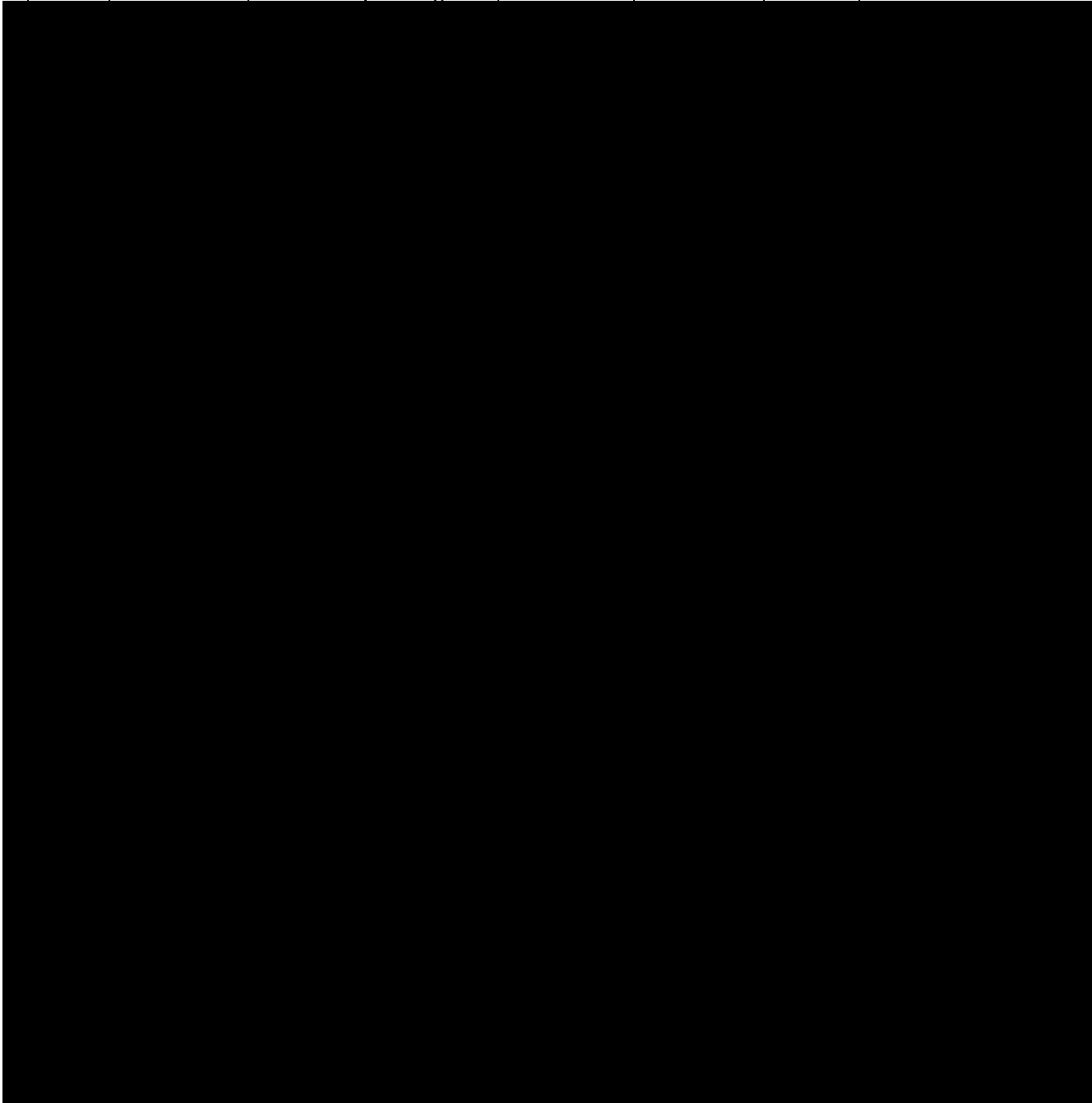
Additional Information Relating to the Issuance of Technical Instructions:

Following approval of a Technical Instruction (TI) by the Contracting Officer and Acknowledgement of Receipt by the Contractor, the TI will be incorporated into the task order by administrative modification.

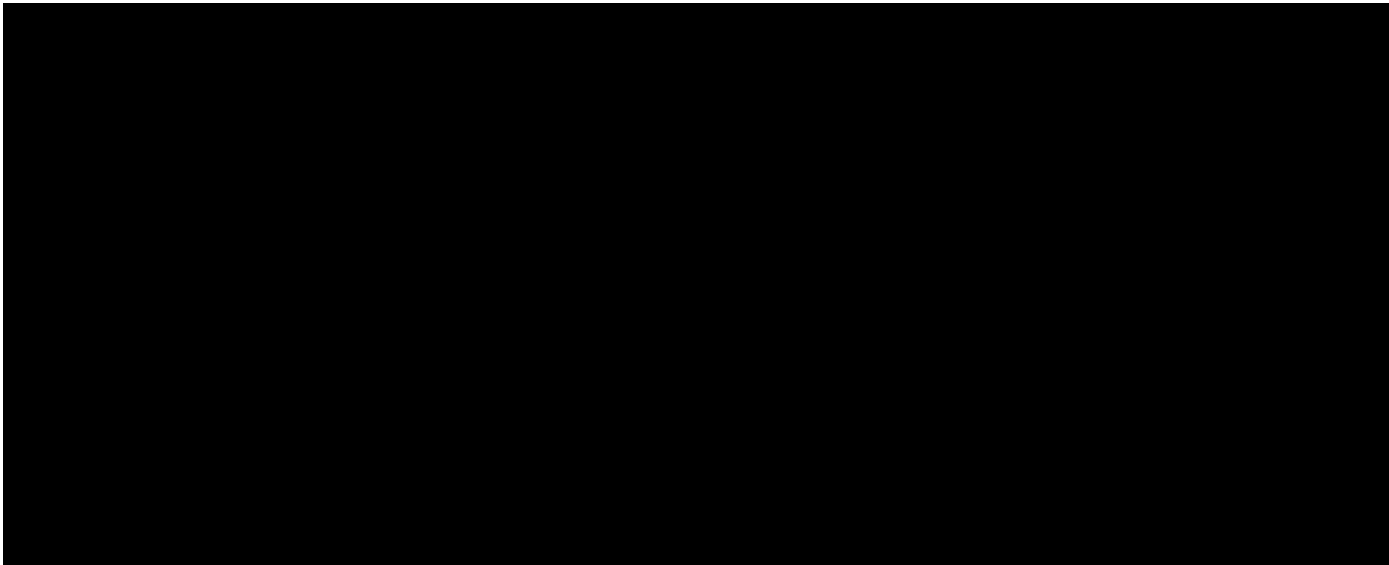
H.10 FUNDING PROFILE

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

CLIN	TOTAL CPIF	Funds This Action	Previous Funding	TOTAL Funded	Balance UNFUNDED	Funded Labor
------	------------	-------------------	------------------	--------------	------------------	--------------

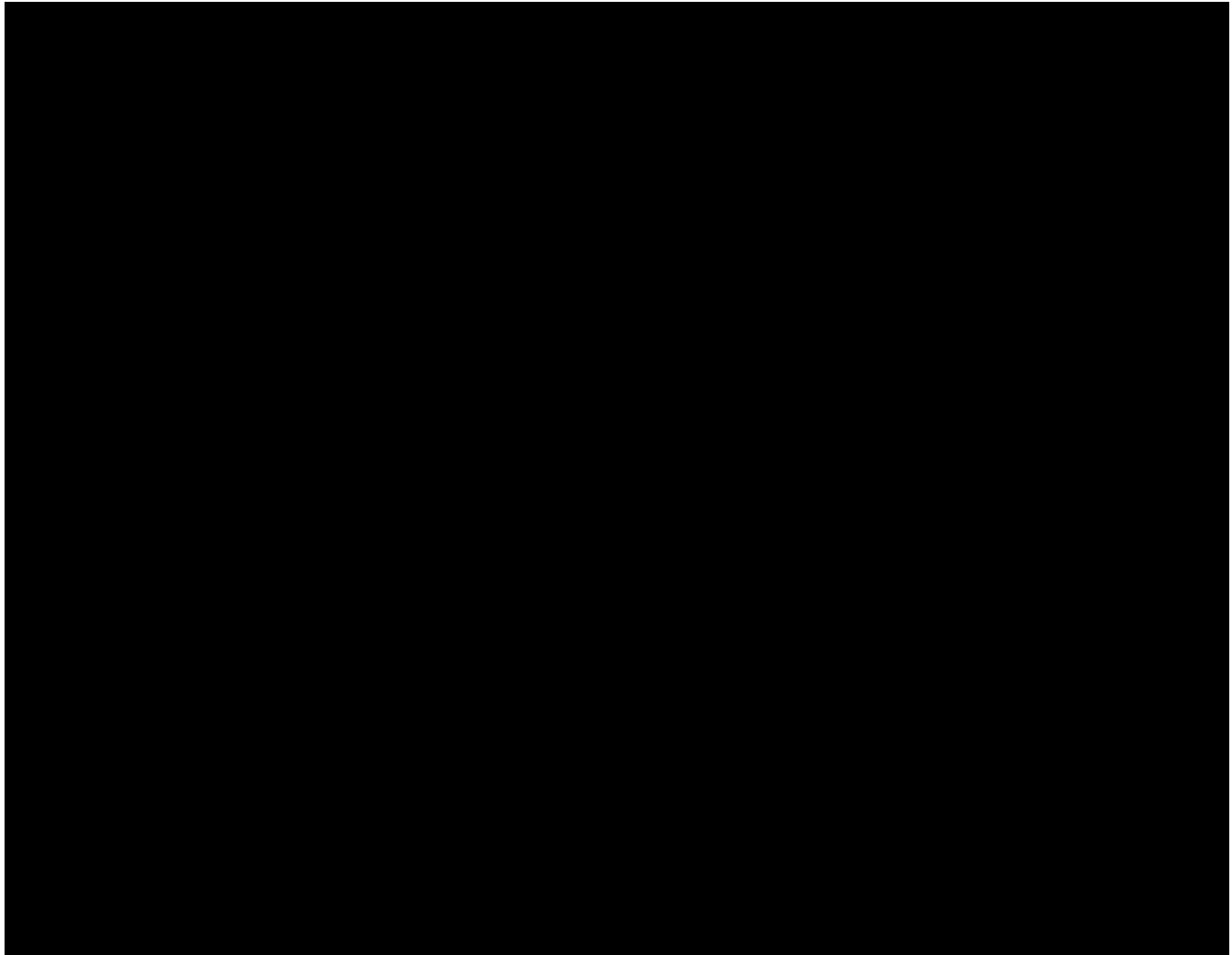


CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 100 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

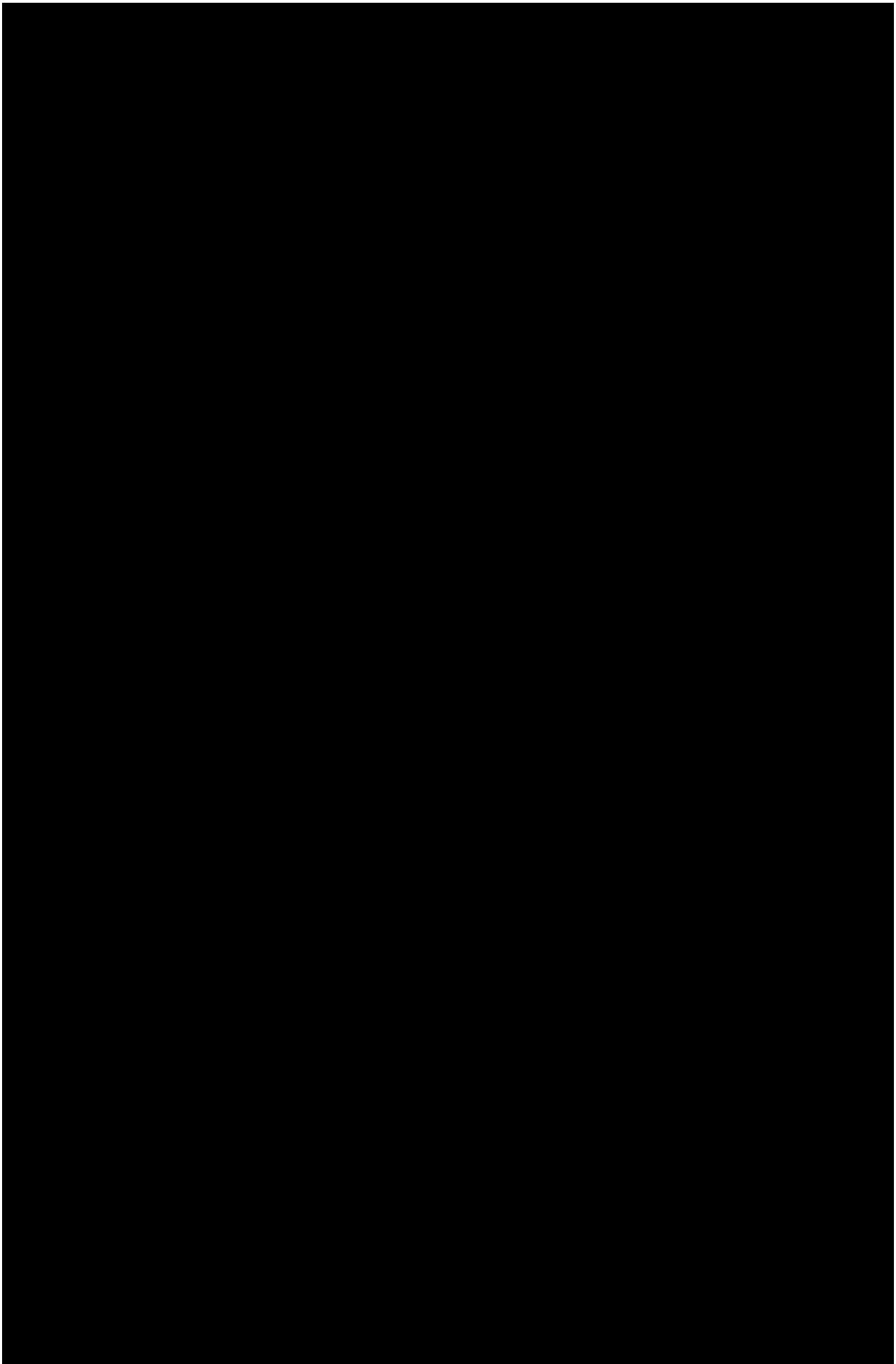


H.11 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(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:



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 101 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 102 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

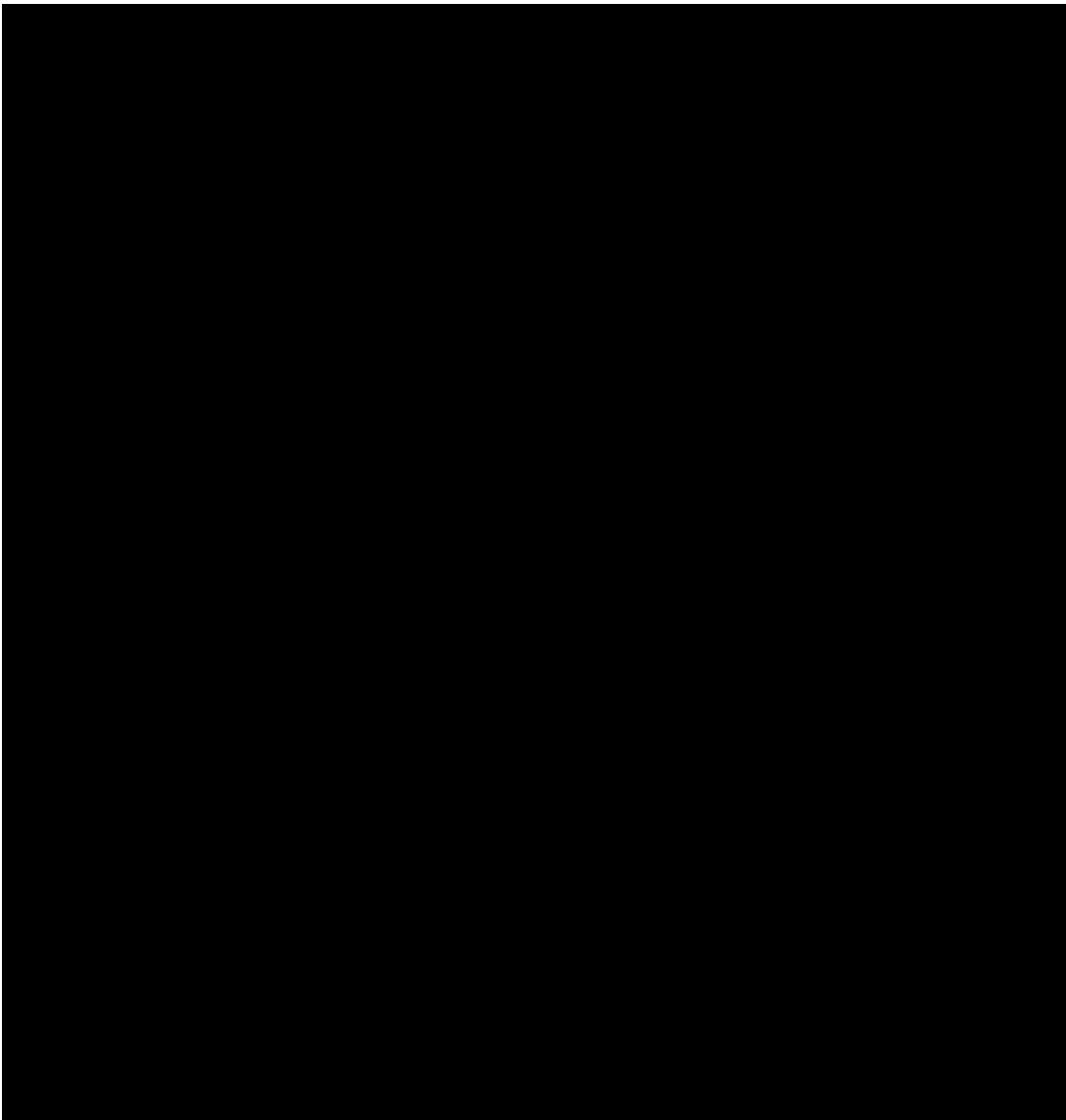
(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee,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

(c) CLINs/SLINs 4000, 4001, 4002, 6001, 7102, 7103, 7104, 7204, 7304, 7305, 9102, 9103, 9303 and 9305 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).

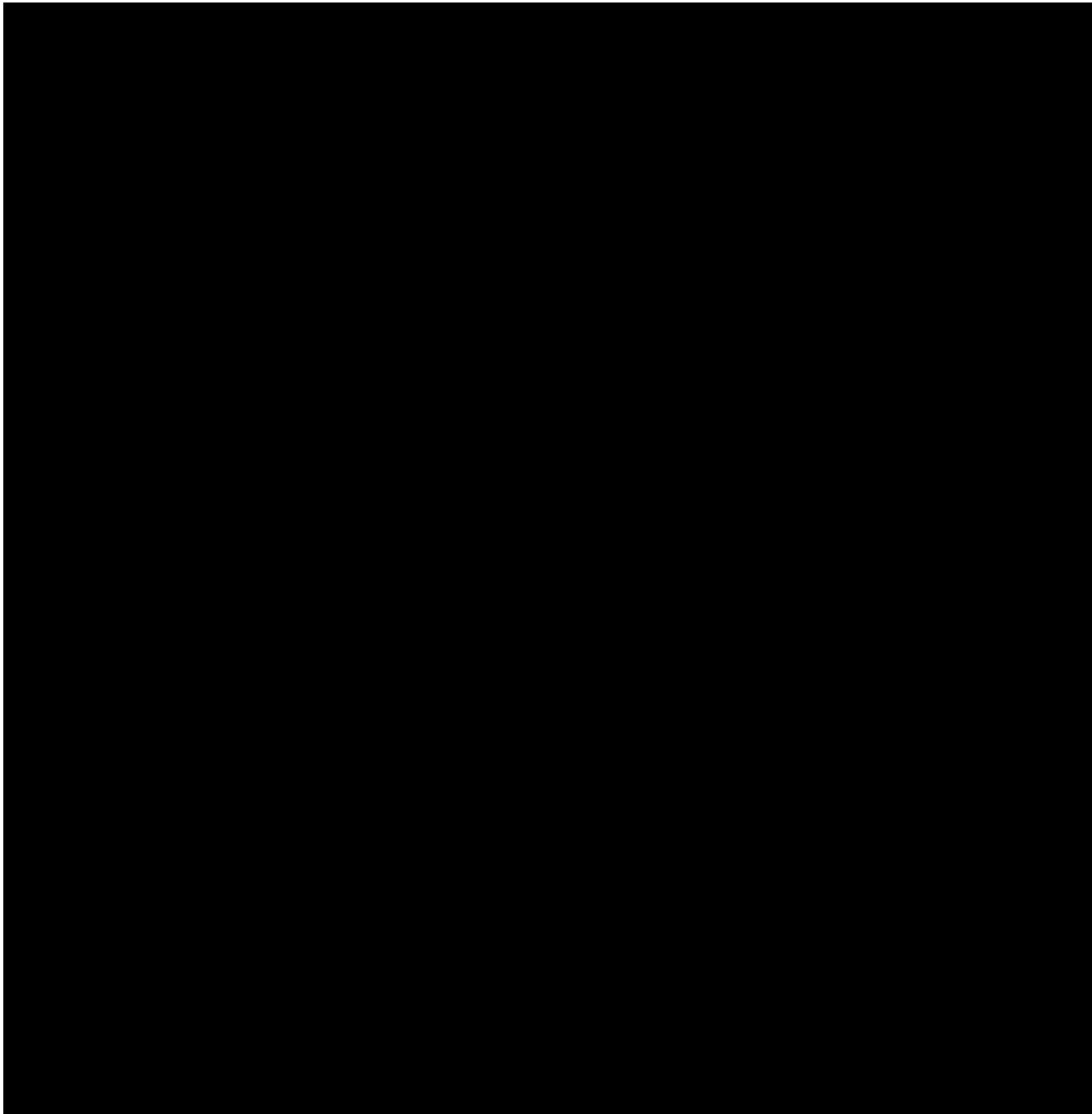
(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

H.12 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.



CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 103 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------



(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 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; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

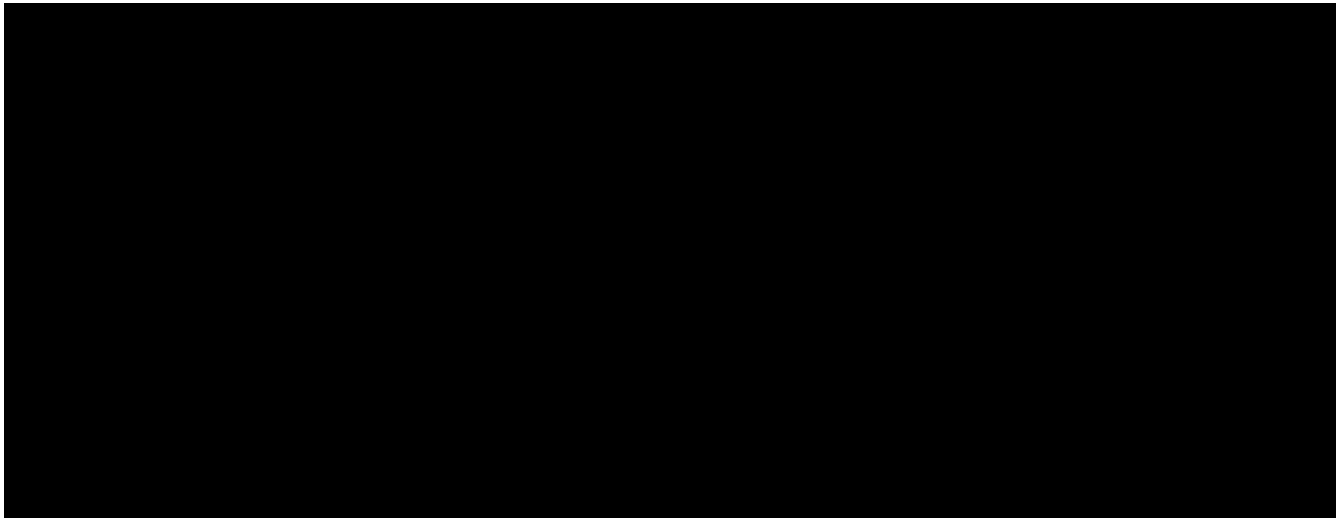
(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 104 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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 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.13 SAVINGS INITIATIVES



H.14 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.31. This table identifies the Task Order Labor Category, as well as, the corresponding eCRAFT Labor Category for reporting purposes.

Task Order Labor Category	eCRAFT Labor Category
Program Manager	MANAGER, PROGRAM/PROJECT II ----- MANP2
Sr. Systems Engineer	ENGINEER, SYSTEMS IV ----- ESY4
Sr. Software Engineer	ENGINEER, COMPUTER IV ----- EC4
Sr. Designer and Fabrication Engineer	ENGINEER, DESIGN IV ----- ED4
Sr. Systems Trainer	SPECIALIST, TRAINING III ----- ST3
Sr. Logistician	LOGISTICIAN III ----- LGT3
Systems Engineer	ENGINEER, SYSTEMS II ----- ESY2
Software Engineer	ENGINEER, COMPUTER IV ----- EC4
Software Tester	ENGINEER, COMPUTER I ----- EC1
Hardware/Electronic Technician	ELECTRONICS TECHNICIAN, MAINTENANCE III ---- 23183
Systems Trainer	SPECIALIST, TRAINING I ----- ST1
Systems Analyst	ANALYST, MANAGEMENT I ----- ANM1
Technical Editor	TECHNICAL WRITER II ----- 30462
Logistician	LOGISTICIAN I ----- LGT1

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 105 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

Configuration Management Personnel | SPECIALIST, CONFIGURATION MGMT I ----- SCM1

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 106 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

- 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)**
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**
- 52.224-2 PRIVACY ACT (APR 1984)**
- 252.228-7001 GROUND AND FLIGHT RISK**

CLAUSES INCORPORATED BY FULL TEXT:

All clauses incorporated by reference in the offerors MAC contract apply to this Task Order, as applicable.

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

52.216-10 INCENTIVE FEE (June 2011)

(Applicable to CLIN 4000, if exercised, CLINs 7100, 7200, 7300, and 7400)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive 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 incentive 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

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 107 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum f(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by thirty cents (\$0.30) for every dollar that the total allowable cost is less than the target cost or decreased by thirty cents (\$0.30) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than nine percent or less than three percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of—

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 108 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

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

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

ITEM(s)	Latest Option Exercise Date
4000, 9000	No later than 12 months after the Task Order Award date.
7100, 9200	No later than 24 months after the Task Order Award date.
7200, 9200	No later than 36 months after the Task Order Award date.
7300, 9300	No later than 48 months after the Task Order Award date.
7400, 9400	No later than 56 months after the Task Order Award date.

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

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

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

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

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

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

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 109 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 110 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

CONTRACT NO. N00178-04-D-4127	DELIVERY ORDER NO. N00178-04-D-4127-0012	AMENDMENT/MODIFICATION NO. 62	PAGE 111 of 111	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

SECTION J LIST OF ATTACHMENTS

J.1 - Final Contract Security Classification Specification, DD254

J.2 - Contract Data Requirements List, DD1423

J.3 - Contracting Officer's Representative Appointment Letter

J.4 - GFE Spreadsheet

J.5 - Government Flight Representative Appointment Letter