

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
P00038

3. EFFECTIVE DATE
27-Jul-2018

4. REQUISITION/PURCHASE REQ. NO.
1300726630

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

6. ISSUED BY CODE

N00178

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

S5111A

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

DCMA HAMPTON
2000 Enterprise Parkway, Suite 200
Hampton VA 23666

SCD: C

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

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4127 / N0017817F3002

10B. DATED (SEE ITEM 13)

06-Feb-2017

CAGE CODE 1W582

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

[X] D. OTHER (Specify type of modification and authority)
Mutual Agreement of Both Parties

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

27-Jul-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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B.4 FINALIZED FIXED FEE

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

(b) This Task Order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost-plus-fixed-fee.

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

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

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

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

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

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

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

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

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

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

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- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
- (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C.1 SCOPE

This Statement of Work (SOW) sets forth the requirements for non-personal professional system engineering, mechanical engineering, electrical engineering, computer hardware and software engineering, design and technical engineering, configuration management, logistics support services, mechanical and electrical engineering technician services, project management and project management support functions, and technical writing services to the Naval Surface Warfare Center, Dahlgren Division (NSWCDD), Platform Integration (H40) Division.

The Platform Integration Division designs, develops, and integrates safe, innovative, and effective weapon control systems, detection systems, sensory, and weapon systems onto manned, unmanned, land, air, and sea platforms for the warfighter to include lethal and non-lethal weapons, guidance and control, unmanned and autonomous systems, advanced sensory, and weapons effectiveness for surface warfare, maritime operations, expeditionary warfare and special operations.

There are three primary groupings within the Platform Integration Division: Manned Systems& Platform (H41), Unmanned & Robotic Systems (H42) and Weapon Control Systems Development (H43). Each group is chartered with the research and development of new and innovative ways to advance the Warfighter, thereby eroding an adversary's power, influence, and will. To ensure the respective systems are integrated into the battlespace transparently; development efforts are cross-functional and ever emergent, supporting both Naval and non-Naval end users.

The Contractor shall support all technical and engineering stages of development, test, integration, and fielding of safe and innovative weapon control systems, detection systems support, advanced weapon systems support, autonomous system support, mechanical and electrical technician support towards assembly and integration. Other duties indirectly supporting these efforts include providing business operational and financial reporting support, writing technical documentation, maintaining technical databases, and editorial support of technical publications.

C.2 APPLICABLE DOCUMENTS

See Attachment J.2: "Specifications and Standards" for a list of applicable documents.

The Specifications, Standards, Processes, and Instructions govern the work described in the following paragraphs of this SOW, providing the requirements for materials, methods, processes, capabilities, attributes, qualifications, logistics support and training.

During the period of performance of this Task Order, the DoD documents noted may be updated. Subsequently, the Contractor shall recommend for Government approval, utilization of those updated standards where possible during the remaining performance of this contract.

C.3 TECHNICAL REQUIREMENTS

C.3.1 SYSTEMS ENGINEERING REQUIREMENTS AND PLANNING SUPPORT

C.3.1.1 The Contractor shall provide subject matter expertise and technical recommendations to user and peer reviews, working groups, Change Review Boards (CRB), Design Review Boards (DRB), Change Control Board (CCB), Integrated Product Teams (IPTs), and technical interchange meetings. (CDRL A001)

C.3.1.2 The Contractor shall identify a range of technically practical engineering approaches and solutions to meet platform integration considerations, weapon systems integration, program/project timelines during engineering solution concept generation, requirements analysis, and enhancement. (CDRL A001)

C.3.1.3 The Contractor shall develop, generate, and provide safe and sound technical knowledge and subject matter expertise into: tradeoff assessments; studies of new systems and technologies; mission engineering; developmental schedules and timetables. (CDRL A001)

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C.3.1.4 The Contractor shall develop a system, subsystem, and component model, engineering drawing package, Bill of Materials (BOM), or architecture capturing envisioned concepts. (CDRL A002)

C.3.1.5 The Contractor shall facilitate and document functional and interoperability requirements in Requirement Traceability Matrixes (RTM) and technical specifications. (CDRL A001, A003)

C.3.1.6 The Contractor shall facilitate and document the system, subsystem, or component boundaries and interfaces. (CDRL A001, A004)

C.3.1.7 The Contractor shall design, develop, refine, and provide subject matter expertise into system engineering plans. (CDRL A001, A003)

C.3.1.8 The Contractor shall provide subject matter expertise and recommendations to the selection of system, subsystem, or component solutions considering operational needs, system requirements, cost, schedule, test and evaluation strategy, and technology and operational integration risks. The types of systems, subsystems, and components include weapon systems, weapon controls systems, unmanned and manned systems, robotic systems, lethal and non-lethal systems, and advanced sensory systems. (CDRL A001, A003)

C.3.1.9 The Contractor shall develop and document reliability, availability, meantime before failure rates (MTFB), sustainability, and maintainability analyses of requirements. (CDRL A001)

C.3.1.10 The Contractor shall develop and generate system and force level integration plans. (CDRL A001)

C.3.1.11 The Contractor shall perform requirements assessments and analysis; refine specific lower level technical requirements; analyze and refine weapon system architecture; analyze and refine platform interfaces; develop system behavioral modeling; perform functional analyses and functional flows; document systems baselines; and perform system performance interface and interoperability test and analyses. (CDRL A001, A003)

C.3.1.12 The Contractor shall coordinate Government inputs, generate and deliver program weekly reports, monthly reports, program review presentations, and program status updates and highlights that support program management. The Contractor shall generate, update and maintain project Action Items (AIs) relative to Integrated Product Teams (IPTs) and Working Groups (WGs). The Contractor shall develop and distribute meeting minutes assigned by the designated IPT or WG lead. (A011)

C.3.1.13 The Contractor shall generate, update, and maintain Point of Contact (POC) listings for IPT, WG, inventories, and procurements in process, procurement actions, and organizational matrices with locations. (A027)

C.3.1.14 The Contractor shall prepare publication of documents through the NSWCCD public document process. The Contractor shall submit and track the release of the approval process. The Contractor shall generate, bring up to date, and maintain Integrated Master Schedules (IMSs), identifying resources, critical path items, addressing schedule conflicts and risks, and synchronizing the IMS with other project IMSs across the program's portfolio. (A029)

C3.1.15 The Contractor shall consolidate weekly IPT information from different projects into singular and centralized program portfolio reports. (A029)

C.3.2 SYSTEMS ENGINEERING DESIGN SUPPORT

C.3.2.1 The Contractor shall develop and refine designs for systems, subsystems, components, and interfaces for new and existing weapons systems, manned and unmanned systems, lethal and non-lethal systems, robotic systems, and weapon control systems. (CDRL A001, A003, A005)

C.3.2.2 For hardware designs, the Contractor shall generate design models; drawings; specifications; interface control documents; and the appropriate technical and integration data, analyses, and technical documentation to support engineering design decisions. (CDRL A001, A004)

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C.3.2.3 For software designs, the Contractor shall generate design data; specifications; interface control documents; software description documents; software version description documents; code; and the appropriate technical and integration data, analyses, and documentation to support engineering decisions. The Contractor shall derive and implement lower level requirements from system and software requirements specifications. (CDRL A001, A006, A007)

C.3.2.4 The Contractor shall refine hardware and software designs for, weapons, manned and unmanned systems, robotic systems, lethal and non-lethal systems, and weapon control systems, subsystems, and components to document the appropriate product baseline for production and resolve deficiencies discovered during the manufacturing process and user operation. The Contractor shall provide subject matter expertise and recommendations on system, subsystem, and component readiness for initial outfitting and system deployment. (CDRL A001)

C.3.2.5 The Contractor shall provide subject matter expertise with mapping software and tactical software assurance and advanced sensory of weapon systems. The Contractor shall provide software engineering towards manipulating software control loops and tactical software assurance. (CDRL A001)

C.3.2.6 The Contractor shall perform technical writing for technical and administrative publications. The Contractor shall conduct the configuration control and shall maintain cognizant oversight at all stages of document generation and maintenance. The Contractor shall perform technical writing for assembly procedures, system test procedures, user operation instruction manuals, and preventative maintenance and troubleshooting procedures. (A033)

C.3.2.7 The Contractor shall perform technical editing of existing Government documents and presentations to ensure technical consistency, format consistency, and proper grammar. The Contractor shall conduct the configuration control and shall maintain cognizant oversight at all stages of document generation and maintenance. (A003)

C.3.2.8 The Contractor shall prepare and review engineering drawings, engineering sketches, and Computer-Aided Design (CAD) systems and produce clear and technically accurate electrical and mechanical drawings based on design tolerances and specifications. The Contractor shall participate in the analysis of these technical documents. (A005) (A031)

C.3.3 ENGINEERING LIFE CYCLE SUPPORT

C.3.3.1 The Contractor shall conduct system, subsystem, component performance, and effectiveness improvement studies. (CDRL A001, A004)

C.3.3.2 The Contractor shall perform obsolescence analyses with recommendations for replacement components, parts, and systems. (CDRL A001)

C.3.3.3 The Contractor shall provide subject matter expertise to investigate system, subsystem, and component level failures during design, integration, test, manufacture, and end-use to provide recommendations for corrective actions. (CDRL A001)

C.3.3.4 The Contractor shall analyze deficiencies discovered during testing, outlined in production reports, maintenance reports, and user feedback trouble reports, to provide recommendations on corrective actions. (CDRL A001)

C.3.3.5 The Contractor shall perform producibility trade studies and analyze production processes to: determine the most cost-effective fabrication/manufacturing process; resolve a failure observed during testing attributed to manufacture; and reduce manufacture process technology risk. (CDRL A001)

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C.3.3.6 The Contractor shall develop and generate assembly procedures and analyze approaches and generate plans to validate fabrication/manufacturing processes. (CDRL A001)

C.3.3.7 The Contractor shall develop and generate user operator manuals, preventive maintenance schedule manuals, and installation and removal procedures. (CDRL A001, A003, A008)

C.3.3.8 The Contractor shall develop and generate demilitarization plans. (CDRL A001)

C.3.3.9 The Contractor shall provide subject matter expertise to develop new and modify existing Production Automated Test Equipment (ATE) hardware and software that can successfully run Factory Acceptance Tests (FAT) for USN tactical electronics hardware.

C.3.4 ENGINEERING STUDIES AND ANALYSES

C.3.4.1 The Contractor shall develop and provide subject matter expertise into system analyses. (CDRL A001, A003)

C.3.4.2 The Contractor shall provide analysis, design, implementation, verification and documentation for new and existing shipboard combat weapons delivery and control systems. This includes: shipboard topside surveys; analyses of ships' plans and drawings; calculation of safe standoff angles from ships' structures for guns and precision guided weapons; preparation of weapons checkout forms; coordination with local governmental and Contractor support personnel, and updating associated documentation; and design of pointing and firing cutout zones (both new and revisions to existing), including verification of weapons' performance for development of cut-out zones. (CDRL A001)

C.3.5 MODELING AND SIMULATION SUPPORT

C.3.5.1 The Contractor shall perform and document computer solid layout modeling and simulation. (CDRL A001)

C.3.5.2 The Contractor shall perform and document static and dynamic structural modeling and simulation. (CDRL A001)

C.3.5.3 The Contractor shall develop, verify, validate, update, and document models and simulations to support gun and ammunition effectiveness analyses, including any associated graphical user interface. (CDRL A001)

C.3.5.4 The Contractor shall document and provide source code for all models and simulations. (CDRL A001, A006, A007)

C.3.6 DESIGN; PROVING AND VALIDATION ANALYSIS SUPPORT

C.3.6.1 The Contractor shall develop and generate system and force level test and exercise plans, test and exercise reports, as well as lower level test plans and reports. (CDRL A001, A009)

C.3.6.2 The Contractor shall develop test objectives, plans, and reports involving the design and analysis of test items and test fixtures. The emphasis of this work will be associated with bench level, system integration lab, computer lab and off-site testing, not including NSWCCD Range testing. (CDRL A001, A003, A009)

C.3.6.3 The Contractor shall perform requirements analyses including the review of Design Agent requirements traceability documentation to ensure the traceability of hardware and software requirements to test events and test procedures. The Contractor shall develop recommended supplemental documentation for functional and cost analysis. (CDRL A001)

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C.3.6.4 The Contractor shall perform software code review and analyses in support of design engineering and perform software testing for design verification analyses. (CDRL A001, A010)

C.3.6.5 The Contractor shall perform tests and analyses to verify that the system, subsystem, and component either meet the functional, allocated, and product baseline or satisfy other requirements documentation. The Contractor shall provide subject matter expertise into the reduction of system, subsystem, and component-level risk. (CDRL A001, A010)

C.3.6.6 The Contractor shall analyze test and evaluation data and perform trade off analysis of alternatives assessments. The Contractor shall provide subject matter expertise and recommendations on reduction of design and technology risk and assess compliance with weapon and platform system requirements. (CDRL A001)

C.3.6.7 The Contractor shall participate in off-site system, subsystem, and component testing by performing test planning and set up, execution, data collection, and test data analysis functions. (CDRL A001)

C.3.6.8 The Contractor shall prepare test documentation to include: test requirements, test plans, test reports, test schedules, Mission Control Panel briefings, tactical mission briefings, Mission Readiness Reviews, Test Readiness Reviews, Standard Operating Procedures (SOP), flight cards, safety requirements and presentations to safety review. (CDRL A001, A009, A033)

C.3.6.9 The Contractor shall perform test data collection, reduction and analysis for completion of tests relating to gun, system (gun mount and other associated equipment), ammunition, and ammunition feed testing. (CDRL A001)

C.3.6.10 The Contractor shall provide system software testing and analysis of software-based weapon systems. The Contractor shall develop test procedures from the documented requirements and software trouble reports; perform unit, module, end-to-end, and endurance testing including the development of test procedures and test execution; perform white and black box testing; participate in and conduct independent verification and validation testing; prepare test reports and conduct analysis of test results to develop recommendations for mitigation or correction. (CDRL A009, A012)

C.3.6.11 The Contractor shall develop and give technical recommendations to test documentation such as test requirements, test plans, test reports, test schedules, Standard Operating Procedures (SOP), flight cards, countdown checklists and problem reports. (A009)

C.3.6.12 The Contractor shall participate in test and evaluation events by performing test planning and setup of test equipment and systems, execution, data collection, and test data analysis functions and development of problem reports discovered during testing. (A009)

C.3.6.13 The Contractor shall build and setup test equipment, collect, analyze and sample data, and produce mechanical and electrical engineering drawings and documentation. (A032) (A005)

C.3.7 SYSTEM DESIGN IMPLEMENTATION AND PLATFORM INTEGRATION SUPPORT

C.3.7.1 The Contractor shall fabricate and assemble systems, subsystems, components, cables, electrical enclosures, and hardware interfaces for new and existing weapons, manned and unmanned systems, robotic, lethal and non-lethal systems, and weapon control systems based on design and requirements documentation.

C.3.7.2 The Contractor shall integrate systems, subsystems, components, and interfaces for new and existing weapons, manned and unmanned systems, robotic systems, lethal and non-lethal systems, and weapon control systems based on design or requirements documentation.

C.3.7.3 The Contractor shall develop and generate integration instructions and protocols, installation procedures,

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and change documentation to document as built configurations. (CDRL A001)

C.3.7.4 The Contractor shall fabricate, assemble, install, solder, and connect components, sub-assemblies, and systems (including wiring harnesses, hardware systems and subsystems, mounting brackets, electrical enclosures, and cable assemblies). (A012)

C.3.7.5 The Contractor shall maintain, repair, troubleshoot, modify and install various types of electronic equipment and related devices such as electronic transmitting and receiving equipment (e.g., radar, radio, display devices, telecommunication, and Global Positioning Systems (GPS) navigational aids); tactical computers, servers, and terminals; industrial, measuring, sensory, and controlling equipment. (A033)

C.3.7.6 The Contractor shall assemble and maintain mechanical and electrical systems in support of rapid prototyping, initial hardware (mechanical and electrical) assessment, prototype evaluation, hardware assembly for initial outfitting, and system operations support with end users. (A012)

C.3.7.7 The Contractor shall provide on-site Weapon System Integration Lab (WSIL), Building 198 highbay, and development and test lab support. This includes the following activities: inventory parts, provide parts lists (showing at a minimum: Part Number, Nomenclature, Source (identify if OEM or other), and Quantity), provide recommendations for procurement of needed materials and supplies; perform market research on recommended parts; prepare procurement related documentation for Government review and approval. The Contractor shall identify obsolete parts during selection processes. The Contractor shall maintain/reconfigure lab space to optimize workflow based on project and security requirements. The Contractor shall be responsible for daily clean-up of lab areas, tools, and equipment in keeping with best technician practices. (A013)

C.3.7.8 The Contractor shall install, maintain, and troubleshoot tactical software builds during engineering events which includes weapons, manned and unmanned systems, robotic, lethal and non-lethal systems, and weapon control system platform installations, temporary system platform installations in support of system demonstrations, and system test events; both on and off-site. (A012)

C.3.8 LOGISTICS SUPPORT

The Contractor shall provide Integrated Logistic Support (ILS) including providing technical inputs to and maintaining provisioning and preparation of program documentation. (CDRL A001, A003)

C.3.9 CONFIGURATION MANAGEMENT SUPPORT

C.3.9.1 The Contractor shall provide configuration management (CM) support performed at the program, project, system, and subsystem levels. The Contractor shall attend Change Review Boards (CRB), Change Control Boards (CCB), and Design Reviews.

C.3.9.2 The Contractor shall attend and provide technical subject matter expertise to Configuration Control Boards (CCBs) to evaluate proposed changes for system, subsystem, and component level impact and other associated system applicability. (CDRL A001, A015)

C.3.9.3 The Contractor shall generate and maintain formal Configuration Management Plans and related documentation. (CDRL A001, A015, A016)

C.3.9.4 The Contractor shall establish and maintain program and project-level configuration management technical data repositories tracking engineering change proposals (ECPs), Problem Reports (PR), Request for Waivers (RFW), Requests for Deviations/Waivers (RFD, RFW), Specification Change Notices (SCNs), Notice of Revisions (NORs) and other configuration item data and requests. The Contractor shall maintain and operate web-based CM server repositories. (CDRL A007, A014, A016)

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C.3.9.5 The Contractor shall generate and review configuration item change documentation including Class I and Class II Engineering Change Proposals (ECPs), Requests for Deviations (RFDs), Request for Waivers (RFWs), Specification Change Notices (SCNs), and Notice of Revisions (NORs). (CDRL A017, A018, A019, A020, A021)

C.3.9.6 The Contractor shall organize program, project, and IPT level documentation into repositories, including web-based repositories, and maintain the repository to facilitate documentation storage and retrieval. The Contractor shall convert program documents, weapons data and records to include video and microfiche into digital format for digital access, distribution, and archiving using electronic means including CDs and DVDs. (A031)

C.3.9.7 The Contractor shall generate, maintain, and revise drawings associated with components, sub-assemblies, and systems. The Contractor shall participate in the configuration management process by maintaining controlled and versioned documentation in accordance with the program or project CM plan. The Contractor shall provide process improvement suggestions towards the program or project CM plan. The Contractor shall participate in drawing and program reviews to baseline and revise documentation. (A031)

C.3.10 TECHNICAL ADMINISTRATIVE SUPPORT

C.3.10.1 The Contractor shall identify and facilitate security requirements for conducting meetings. The Contractor shall organize and facilitate meetings by scheduling conference rooms at the Government and Contractor facility, generating agendas and invitations, disseminating invitations, and printing/binding presentation materials. (A027)

C.3.10.2 The Contractor shall attend meetings to generate attendee's lists, meeting minutes, and Action Items (AIs). The Contractor shall track meeting action items and maintain records reflecting both open and closed action items. The contractor shall make real-time edits to documentation during meetings. The Contractor shall contact open action item Points of Contact (POCs) for status updates and document any updates prior to recurring meetings. (A028)

C.3.10.3 The Contractor shall provide support for requirement gathering from engineers, development of documentation for Government review/submission, entering data into systems, tracking procurements, and receiving and organizing information for delivery micro-purchase procurements. The Contractor is not authorized to receive any items that require NSWCDD plant accounting. (A030)

C.3.10.4 The Contractor shall generate, update, and maintain program, project, and budget estimates, tracking budget execution by appropriation type, addressing budget issues, and recommending responses to budget data calls. (A031)

C.3.10.5 The Contractor shall generate, update and maintain Work Breakdown Structures (WBS). A WBS provides the necessary framework for detailed cost estimating and control along with providing guidance for schedule development and control. (A029)

C.4 MANDATORY REQUIREMENTS

The following mandatory requirements shall be maintained throughout the life of the Task Order:

Requirement 1 – Facility Location - The Prime Contractor's primary facility providing support to this requirement must be located within 60 miles of NSWC Dahlgren, Virginia.

Requirement 2 – Facility Clearance - The Prime Contractor's primary facility supporting this requirement must have a Facility Security Clearance of SECRET with SECRET storage and processing capability.

Requirement 3 – Personnel Security Clearances – All personnel performing support under this requirement are required to have, as a minimum, a DoD Industrial Security Clearance in JPAS SECRET. Interim clearances are acceptable.

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C.5 GOVERNMENT FURNISHED INFORMATION (GFI)

The Contractor shall provide electronic updates and copies of all computer programs, data files, and documentation produced or used in support of this effort. Upon completion of any task, the Contractor shall return all GFI associated with the task and return the hard copy files and electronic copies of all documents produced under this Task Order.

The following GFI will be furnished throughout the performance of this Task Order:

- a. ECPs, Ordinance Alterations (ORDALTs), Engineering Changes (ECs) / Field Changes (FC), Ship Alterations (SHIPALTs), Configuration Change Requests (CCRs), Field Modification Bulletins (FMBs), and SCDs.
- b. Technical Briefs (TBs)
- c. Change Control Board (CCB) Agendas and Minutes
- d. Program Documentation (Directives, Agendas, Minutes, Instructions, Letters, Plans, Procedures, etc.)
- e. Shipbuilding Schedules A through E
- f. Navy Furnished Material (NFM) Reports
- g. Current Change Documents
- h. Briefings from program reviews
- i. Specification Change Notices (SCNs)
- j. Distribution lists for deliverables
- k. Financial Information
- l. SPDs

C.6 OTHER DIRECT COSTS (ODCs)

C.6.1 Travel Requirements

The Contractor is not authorized to perform any travel that is not in conjunction with this order. Travel costs shall be in accordance with FAR 31.205-46. The following is a representative estimate of the travel that may be executed during the course of this task:

Projected CONUS travel destinations include: Eglin AFB, FL; Cannon AFB, TX; Savannah, GA; Warner Robbins, GA; White Sands, NM; Fort Benning, GA; San Diego, CA; Portsmouth, ME; Pearl Harbor/Hickam AFB, HI; Fort Bragg, NC; Fort Eustis, VA; Norfolk, VA; Aberdeen Proving Grounds, MD; Picatinny, NJ; Peterson AFB, CO; All other NSWC Warfare Centers.

OCONUS travel may be required during the life of this Task Order. The Government reserves the right to incorporate specific country clauses prior to the need for such travel. All OCONUS travel shall be in accordance with the current Status of Forces Agreement (SoFA) for the area of travel.

C.6.2 Direct Charge of Materials and Equipment

C.6.2.1 Materials and Equipment

During performance of this Task Order, it may be necessary for the Contractor to procure materials or equipment

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(hereafter referred “materials”) to respond to the mission requirements listed in the SOW. This Task Order is issued from a service contract and the procurement of materials of any kind that are not directly related to and necessary for contract 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 material costs may include general and administrative (G&A) expenses, but shall not include fee or profit.

C.6.2.2 Materials List

The materials and equipment contained in the following list are authorized for purchase once the Contractor has complied with approval requirements as stated in Sections C.6.2.3 and C.6.2.4 below:

- Incidental material and logistics costs (shipping/packaging) in direct support of SOW tasking and in quantities appropriate for prototype or R&D efforts.
- Fasteners and miscellaneous hardware
- Connectors and miscellaneous electrical hardware
- Systems Integration Laboratory (SIL) Materials and Equipment required to replicate system applications for development, testing, and demonstrations.
- Special tools and tooling (such as dial calipers, measurement gauges, torque wrenches, depth micrometers, etc.)
- Limited quantities of miscellaneous hardware and fixtures
- Limited quantities of miscellaneous electrical cabling and enclosures
- Limited quantities of circuit boards and electrical hardware
- Specific IT tools that are required to support SOW tasking for particular project requirements.
- Emergency response asset protection equipment such as portable pumps, generators, dehumidifiers, and air conditioners to be utilized in the event a laboratory is compromised, therefore placing Government and Government Sponsor owned equipment at risk of being damaged.

Materials not fitting the description listed in this Section may not be purchased and reimbursed as an Other Direct cost to this contract unless mutually agreed to by both the Government and the Contractor, which will be followed up by adding the respective item(s) to the Task Order via contract modification.

C.6.2.3 Requiring Approvals for ODC’s

All purchases of materials and/or equipment, exceeding \$3,500 per individual transaction; requires COR approval prior to purchase. In addition to approval by the COR, prior written approval from the Procuring Contracting Officer (PCO) shall be required for all purchases of materials under the following circumstances:

- A purchase of materials and/or equipment in accordance with what is stated in Section C.6.2.2 above, that is greater than \$3,500 and less than or equal to \$10,000 per individual purchase may be executed with COR review and written approval. PCO approval is not required.
- A purchase of materials and/or equipment in accordance with what is stated in Section C.6.2.2 above that exceeds \$10,000 per individual purchase may NOT be executed unless the COR reviews the proposed purchase and the Contract Specialist issues an electronic written PCO approval.

Separate multiple purchases to the same vendor, 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.6.2.4 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 (including cell phones) and telephone charges, copy

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machines, word processing equipment, personal computers, and other office equipment and supplies.

C.6.2.5 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 (PCs), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services.

C.6.2.6 Additional ODCs

Additional ODCs include communication costs, supplies, reproduction, and materials directly associated with the Task Order. Examples of additional ODCs are:

- Occupancy costs for subcontractors working in SCCI facilities
- Communications (cellular services if required and authorized, internet hosted meetings, remote training services and conference calling services)
- Reproduction / Printing / Binding
- Delivery costs (i.e., FedEx)
- Insurance for OCONUS travel should this become required at anytime
- Documents and related items for OCONUS travel should it become necessary
- Safety Supplies and miscellaneous items as needed such as hardhats, goggles, flight suits, boots, safety shoes, safety harnesses, etc..

C.7 PLACES OF PERFORMANCE / USE OF GOVERNMENT FACILITIES

[REDACTED]

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C.8 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing

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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 contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowance for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

C.9 CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of NAVSEA and SPAWAR 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 all applicable DoD and Navy Standards of Conduct, and Ethics rules and regulations.

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

C.10 OPERATION OF GOVERNMENT VEHICLES/VESSELS

C.10.1 The Contractor may be required to drive government vehicles both on-site at NSWC, Dahlgren Division and off-site in the performance of duties associated with the tasking of this contract. Government provided vehicles will be used solely for the purposes as described in the Statement of Work and, if applicable, Technical Instructions of this contract. All drivers must present proof of a valid state driver's license prior to operating a government vehicle. A valid state driver's license shall be accepted as proper authority for operation of vehicles up to and including 10,000 pounds gross vehicle weight and carrying less than 15 passengers. For vehicles over 10,000 lbs and carrying more than 15 passengers a valid state driver's license and proof of required Navy training for vehicle are required. The state driver's license must be valid for the class and weight of the vehicle which the Contractor will be operating. (CDRL A025)

C.10.2 The Contractor may be required to operate specialized government vehicles such as tanks, Mine Resistant Ambush Protected (MRAP) Vehicle, Amphibious Assault Vehicle (AAV), High Mobility Multipurpose Wheeled Vehicle (HMMWV) etc. Government provided vehicles will be used solely for the purposes as described in the Statement of Work and, if applicable, Technical Instructions or work areas of this contract. All operators must have completed the appropriate NSWCDD-determined training syllabus.

C.10.3 The Contractor may be required to operate government-owned sea going vessels both on-site at NSWC Dahlgren and off-site at various test range locations in the performance of duties associated with the tasking of this contract. Government provided vessels will be used solely for the purposes as described in the Statement of Work and, if applicable, Technical Instructions of this contract. All operators must have completed the appropriate NSWCDD training syllabus and/or have a U.S. Coast Guard license. This requirement applies to program or project-owned vessels and not NSWCDD Range Boats.

C.11 SHIPBOARD REQUIREMENTS

C.11.1 Shipboard Protocol

This tasking shall involve support onboard ship. As such, the Contractor is reminded of his responsibility to assure that shipboard protocol is stringently followed. Specifically, visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship; the Contractor is responsible for obtaining and maintaining specialized training (i.e. nuclear awareness, safety, quality control, etc.) and certification (i.e. SUBSAFE certificates etc.); personnel performing on board US Navy Ships

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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 the 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 stand; walk; climb stairs; balance; stoop; kneel; crouch or crawl around and lift a maximum of 50 lbs (single person) in the test environment.

HAZMAT - Bringing hazardous materials aboard, using hazardous materials is strictly prohibited.

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

The Contractor shall comply with COMUSFLTFORCOM/COMPACFLT INSTRUCTION 6320.3B regarding the medical and dental screening of all personnel that may embark aboard any U.S. Navy vessel.

The Contractor shall ensure that 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, renewable every 5 years from the date of the initial training.

C.11.2 Shipboard Work Environment

Certain physical activities, visual acuity, and working conditions will be experienced in the execution of the tasks identified in Section C.3.

Physical Activities: The worker is required to perform:

- Climbing: Ascending and descending of ladders, stairs;
- Standing: Remaining upright on feet, particularly for sustained periods of time;
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another;
- Talking: Expressing or exchanging ideas by means of the spoken word; those activities where detailed or important spoken instructions must be conveyed to other workers accurately, loudly, or quickly;
- Hearing: Perceiving the nature of sounds at normal speaking levels with or without correction, and having the ability to receive detailed information through oral communication, and making fine discriminations in sound.

Visual Acuity: The worker is required to have close visual acuity to perform an activity such as:

- Preparing and analyzing data and figures;
- Transcribing;
- Viewing a computer terminal;
- Extensive reading;
- Visual inspection involving small defects, small parts, and/or operation of machines (including inspection);

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- Using measurement devices;
- Assembly or fabrication of parts at distances close to the eyes

Conditions: The worker may be subject to the following environmental conditions:

- Activities may occur inside (protected) or outside (unprotected from weather);
- Worker may be subject to heat: Temperatures above 100 degrees F for periods of time;
- The worker may be subject to noise: There may be sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.
- The worker may be required to function in narrow aisles or passageways.
- The worker will require use of hard hat, hearing protection and steel-toed boots.
- Able to work aboard ships under industrial conditions and in confined space.
- May require the ability to work while wearing a respirator.
- Travel will be required within and outside of the continental United States.

Underway: Performance will also require time onboard US Navy Ships (Surface Combatants) underway to support trials, qualifications, and CASREPs. It is expected that embarking contract personnel will be able to comply with:

COMUSFLTFORCOM/COMPACFLT INSTRUCTION 6320.3B, "Medical Screening for U.S. Government Civilian Employees, Contractor Employees, Guest and Visitors Prior to Embarking Fleet Units" (07 APR 2014).

C.12 PLAN OF ACTION AND MILESTONE (POA&M) AND STAFFING PLAN

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

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

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

- Element Name
- Date POA&M/Staffing Plan Submitted
- Element/Work Area
- Contract Number
- Performance Period
- Contractor Interfaces
- Task/Element Manager
- Government Interface, COR
- Work Summary/Description
- Schedule of Events Proposed/Planned to Accomplish Task

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

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

Each POA&M shall be signed by the Contractor (to include signature by Contractor's Element-Level Manager) and shall have signature blocks for approval by the Government COR and PCO.

C.13 MANAGEMENT PROGRESS REPORTS AND FINANCIAL REPORTS

The Contractor shall provide a monthly status report to both the COR and Contract Specialist, identified in Section G of the contract, beginning one month after award and monthly thereafter. The report shall describe contract performance and financial status. (A026)

The Contractor shall provide an informal weekly status report in a format as agreed upon by the Contractor and COR which includes a summary of activities accomplished during the week, on-going activities, and upcoming planned activities in the program calendar at the weekly team meeting.

C.14 IN-PROCESS REVIEWS

The Contractor shall conduct In-Process Reviews (IPRs) with the Government on a semi-annual basis but shall be scheduled as needed with the Contracting Officers Representative (COR). Attendees at the IPRs shall include the personnel required to discuss contract activity, progress, status, and any issues affecting tasking or action items assigned.

The Contractor's In-Progress Review presentation shall contain, at a minimum, the following written information in viewgraph form:

- a. Contract Number, Period of Performance, Total Value
- b. An organization chart listing all personnel who are currently working under the contract. The chart shall show areas of responsibility and lines of control. The chart shall include and identify Sub-contractor personnel.
- c. Description of each task completed or currently being performed, to include the SOW or Technical Direction Reference Number and a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts.
- d. Identification of any administrative problems encountered in performance of the contract.
- e. A graphic depiction of expenditures and work hours.

The format for the IPR presentation shall be mutually agreed upon by the Contractor and COR. Agenda items shall address the status of action items from the previous IPR and pertinent issues. Emergent/future interest items and meetings shall be discussed during the IPR. A listing of Action Items, Meeting Minutes with attached attendance listing which reflects those attending; organization/code; telephone and e-mail address; shall be provided to the Government Representatives by the Contractor within 5 working days of the IPR. (A013)

C.15 POST AWARD MEETINGS

A Post Award Meeting with the Successful Offeror shall be conducted after the award of the Task Order. The meeting will be held at a mutually agreed upon location. The Contractor will be given notice prior to the date of the meeting by the Contract Specialist. The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order. Additional post award meetings maybe held, if necessary, to ensure contract performance, documentation, cost controls, and proper invoicing

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C.16 SECURITY

C.16.1 Personnel

All Personnel associated with this contract shall be required to have at a minimum a DoD SECRET clearance at time of award, interim clearances are acceptable. The Contractor will have access to information and compartments with a "Secret" classification. In addition documentation with markings of 'For Official Use Only' (FOUO) will be handled. The Contractor will have access to Restricted Data and formerly Restricted Data in support of Casualty Report (CASREP) resolution which may involve sensitive details regarding ship/system state and operations when a problem has been demonstrated and there are certain test assessments for qualifications where the results are classified. All deliverables associated with this contract are "unclassified" unless otherwise specified. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254. The Contractor will receive and generate classified material in accordance with all applicable security classification guides as listed on the DD-254.

C.16.2 Facility

The Contractor shall possess and maintain a SECRET facility clearance as verified within the Industrial Security Facility Database. The Contractor's primary facility, providing support to this Task Order, shall have Secret secure connectivity (such as SIPRnet), which (as indicated in the DD-254) adds the requirements of North Atlantic Treaty Organization (NATO) and PII handling - the NATO requirement is only for authorization to utilize SIPRnet.

C.16.3 Physical

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

C.16.4 Electronic Spillage

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

NSWCDD Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD-254. NSWCDD Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. NSWCDD Security will notify the Contracts Division with the Contractor facility name and contract number, incident specifics and associated costs for cleanup. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs, additional training shall be required to prevent recurrence.

C.16.5 Portable Electronic Devices (PEDs)

Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this

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PED policy. NSWCDD instruction defines PEDs as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PED's include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPADS, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

PED's belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Assurance and Compliance Branch. This approval will be granted using the Temporary Approval Request for Information System (TARIS) form and action tracker process.

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

C.16.6 Operations Security (OPSEC)

All Contractors (including Subcontractors) shall supplement their current security practices by requiring any personnel involved in executing this contract to complete Government-sponsored and administered Operations Security (OPSEC) training. In addition, all Contractors should be aware of the Critical Information List (CIL) for the department they are supporting as well as the OPSEC plan for NSWCDD. Upon contract award, all identified Contractors (including Subcontractors) shall sign a Contractor's conformance statement and submit it to the NSWCDD COR named in block 13 of the attached DD-254 thereby acknowledging that they will meet the requirements of this contract. The COR shall contact their Department Training Coordinator to schedule key employees to attend the Government-sponsored OPSEC training. The Contractor must immediately notify the Government upon the discovery of any nonconformance with the OPSEC Plan.

C.16.7 Privacy Program Training

Privacy training is mandatory for all NSWCDD personnel (military, civilian, and contractor) and must be completed annually. The Total Workforce Management System (TWMS) is the official database for workforce training and is the preferred tool for taking and recording privacy act training. All NSWCDD personnel are responsible for ensuring individual annual privacy training requirements are met.

C.16.8 Communications

The contractor shall require access to Communications Security (COMSEC) in order to use crypto keying material. Access to Non-SCI intelligence is needed in order to utilize intelligence documents related to foreign government weapons systems. Access to NATO is required to obtain a SIPRnet account and to utilize the DTIC system to obtain documents on intelligence. Access to Foreign Government Information is required to obtain United Kingdom documents on specific weapon systems. For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4. All above accesses are needed to support and provide the system engineering, software development, and maintenance of Navy tactical initiatives and spiral and baseline developments to support NSWCDD.

C.17 ON-SITE ENVIRONMENTAL AWARENESS

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

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

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

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

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

C.18 ON-SITE SAFETY REQUIREMENTS

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

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

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

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

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

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

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

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

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

The Contractor shall ensure that all on-site Contractor work at NSWCDD is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at: <https://wwwdd.nmci.navy.mil>

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/program/Safety_and_Environmental_Office/Safety/Safety.html

C.19 USE OF INFORMATION SYSTEM (IS) RESOURCES

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

(b) Contractor Use of NSWCDD IS Resources.

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

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

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

C.20 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

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

C.21 SKILLS AND TRAINING

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

C.22 SUBCONTRACTORS/CONSULTANTS

In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007), the Contractor shall include the following information in requests to add Sub-contractors or Consultants during performance, regardless of

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subcontract type or pricing arrangement.

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

C.23 NON-DISCLOSURE AGREEMENTS (NDAs)

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

C.24 DIGITAL DELIVERY OF DATA

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

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

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

C.25 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this contact may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code Section 552a and applicable agency rules and regulations. Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to privacy act

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data in support of this contract must sign a privacy act certification.

C.26 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

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

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

C.27 CONTRACTOR IDENTIFICATION

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

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

C.28 TERMINATION OF EMPLOYEES WITH BASE ACCESS

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

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

C.29 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report Contractor labor hours (including Sub-contractor labor hours) required for performance of services provided under this contract via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are: (1) W, Lease/Rental of Equipment;

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(2) X, Lease/Rental of Facilities; (3) Y, Construction of Structures and Facilities; (4) S, Utilities ONLY; (5) V, Freight and Shipping ONLY.

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

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

C.30 HQ-C-1-0001 ITEMS 7X99 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

C.31 HQ-C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

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

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

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

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

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

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

C.32 HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005)

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

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

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

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

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

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

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

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

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

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

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

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are

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protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

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

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

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

C.33 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

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

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

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

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

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

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

C.34 HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

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

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are

generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

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

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

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

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

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

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

C.35 HQ-C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.36 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

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

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

C.37 HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

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

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

(b) Requirements.

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

C.38 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

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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.39 Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

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

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

C.40 GOVERNMENT FLIGHT REPRESENTATIVE

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 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; and other locations as required. 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, as required, 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.

C.41 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

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notification from eCRAFT.

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SECTION D PACKAGING AND MARKING

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

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

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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

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

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

Items 7000 – 7400 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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

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

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

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

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

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

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

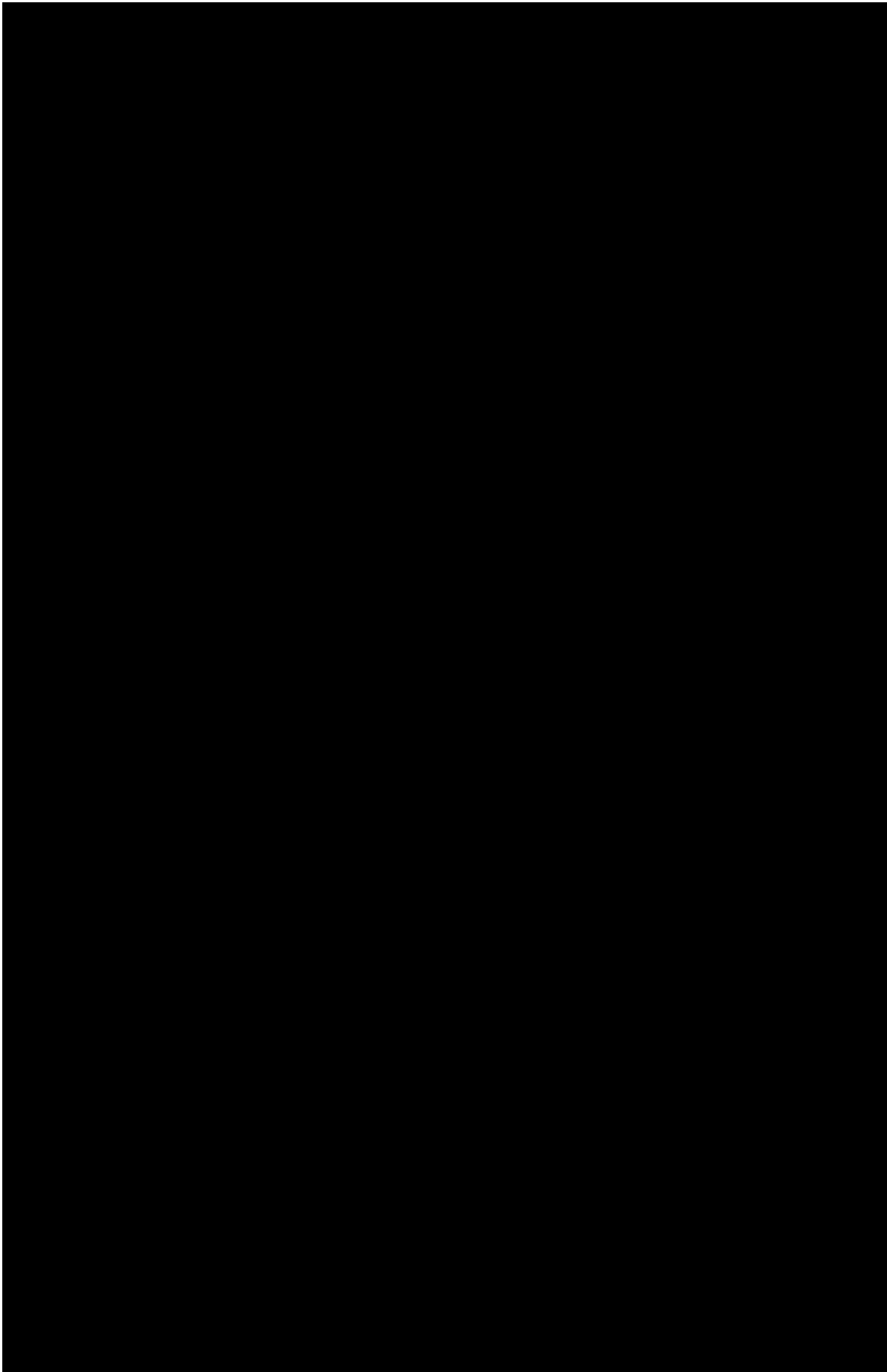
E.4.3.4 Business Relations – Addresses the responsiveness of the Contractor's upper-level management to Government concerns and needs, the effectiveness of the Contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the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

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

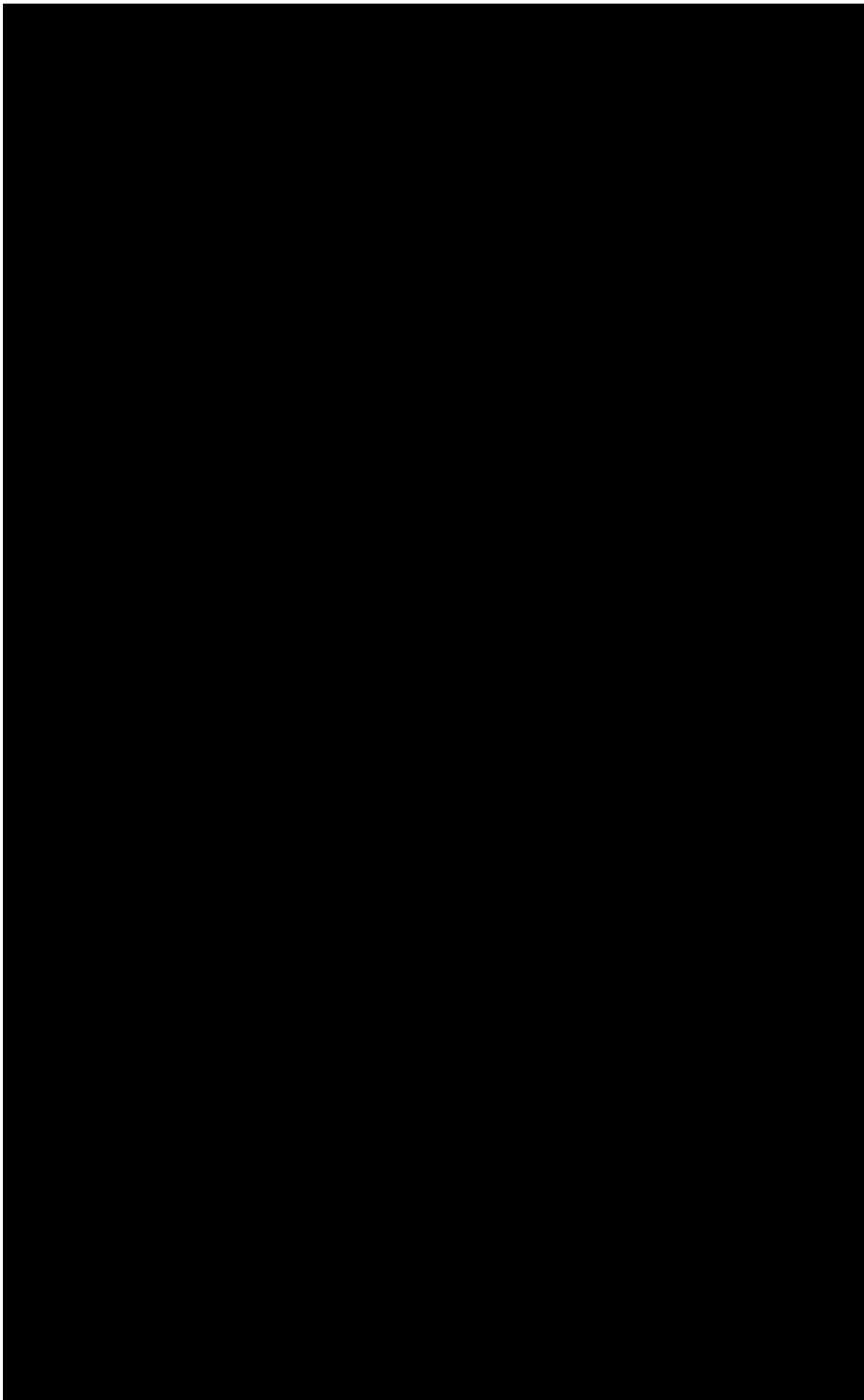
E.4.3.6 Other Direct Costs (ODCs) - Addresses the Contractor's overall effectiveness in controlling both direct, indirect costs relating ODCs using a DCMA approved Purchasing System, the extent to which the Contractor met requirements schedules related to ODC purchases, the need for COR approval prior for all ODC purchases as well as the proper tracking, maintenance and disposition of materials purchased.

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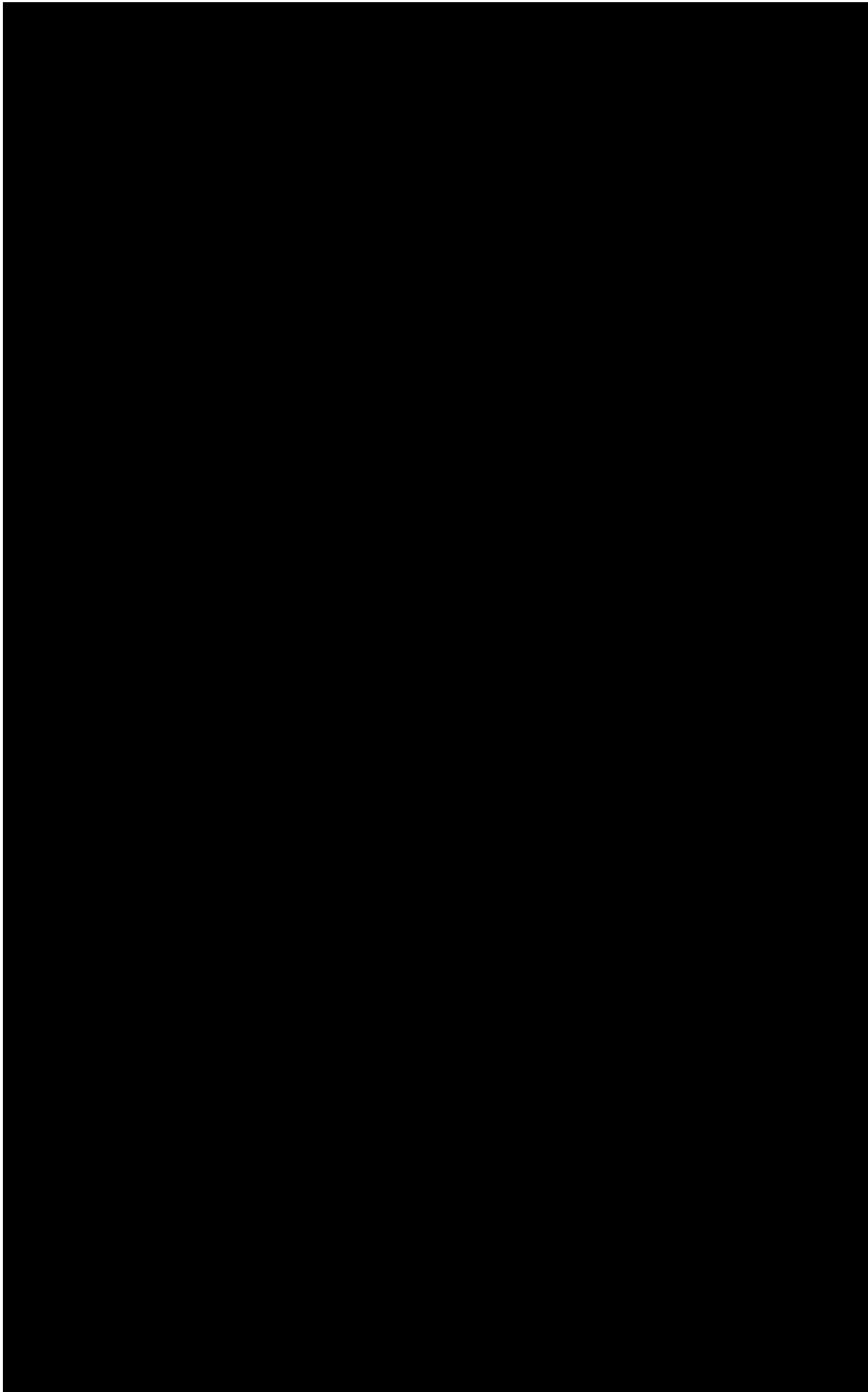
SECTION F DELIVERABLES OR PERFORMANCE



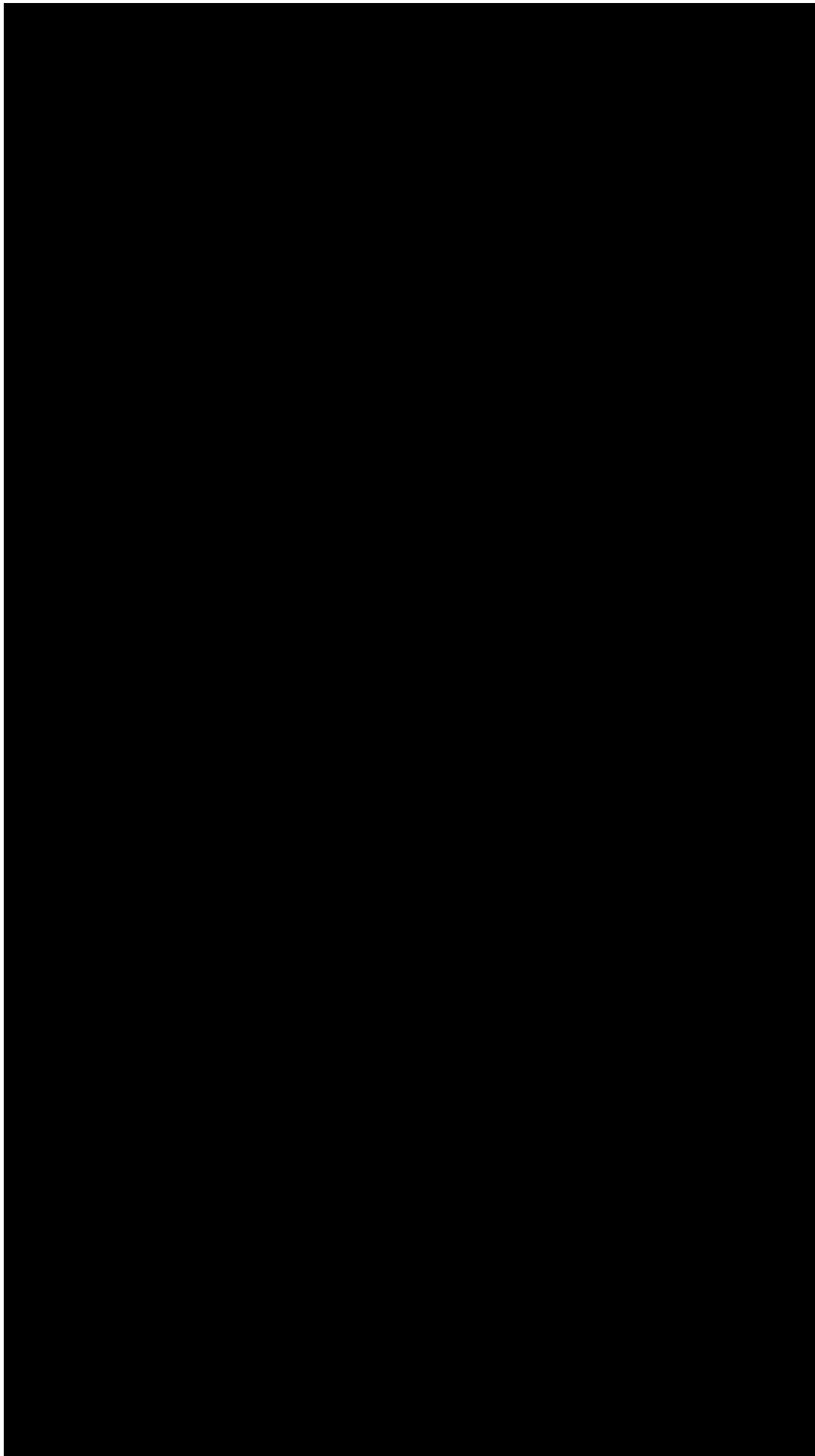
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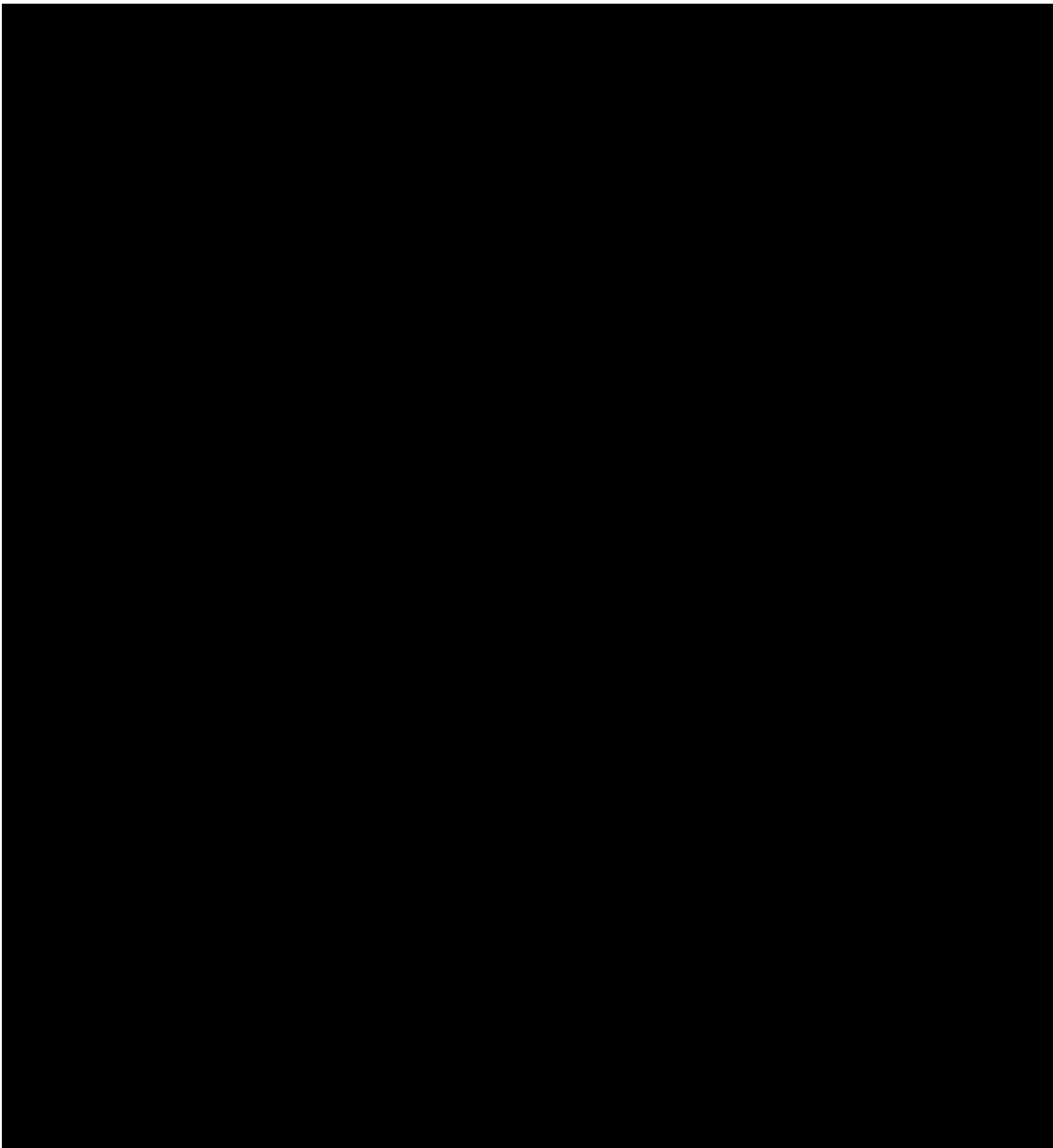
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HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

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

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SECTION G CONTRACT ADMINISTRATION DATA

G. 1 ACCOUNTING DATA

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

G.2 SPECIAL INVOICE INSTRUCTIONS

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

G.3 PAYMENT INSTRUCTION

252.204-0001 Line Item Specific: Single Funding. (SEP 2009).

The Payment Office shall make payment using the ACRN funding of the line item being billed.

G.4 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

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

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

Procuring Contracting Officer (PCO):

████████████████████
██████████
████████████████████

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[REDACTED]

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

Contract Specialist:

[REDACTED]

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

Administrative Contracting Officer (ACO)

(a) Name: DCMA Hampton
Code: S511A
Address: 2000 Enterprise Parkway
Hampton, VA 23666

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

Contracting Officers Representative (COR):

[REDACTED]

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

Subject Matter Experts (SMEs):

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

Paying Office:

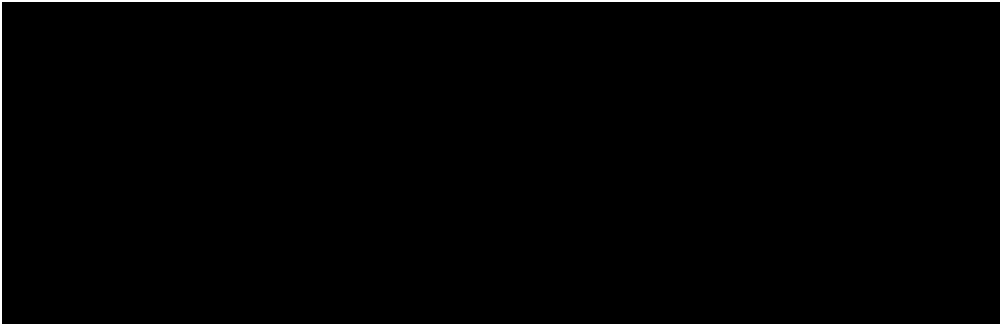
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(a) Name: DFAS Columbus Center, South Entitlement Operations
Address: PO Box 182264
Columbus, OH 43218

(b) The Paying Office makes all payments under this task order.

G.6 Ddl-G11 CONSENT TO SUBCONTRACT

For Subcontracts and Consulting agreements for services, where the Prime Contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer.



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

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

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

“Document type” means the type of payment request or receiving report available for creation in Wide Area Work Flow (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).

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Cost Voucher

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

N00178

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S2404A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	S2404A
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA211
Other DoDAAC(s)	Not Applicable

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

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

michael.quann@navy.mil

(g) *WAWF point of contact.*

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

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

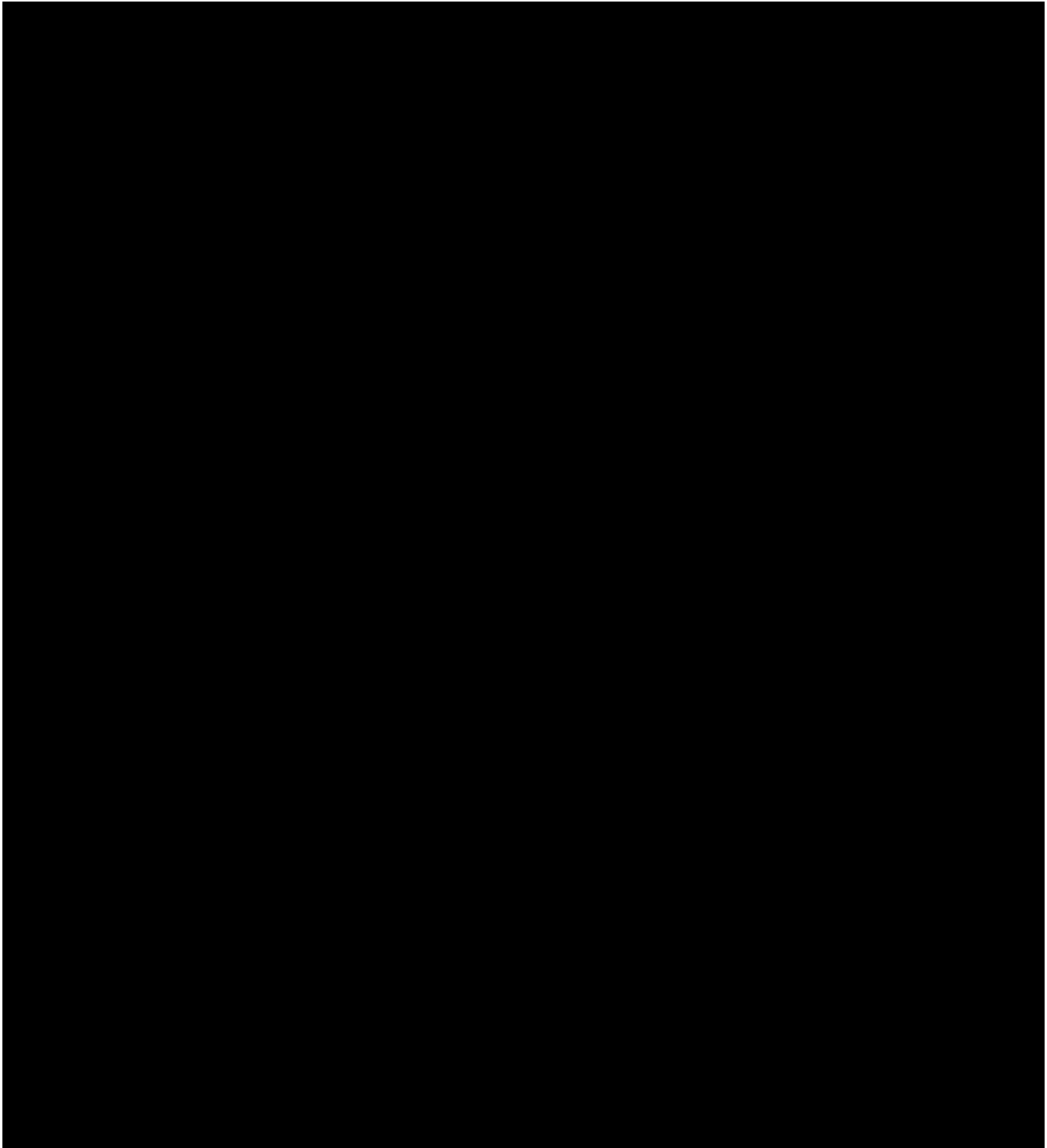
G.8 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN,

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or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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



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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

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

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

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

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

(d) The Program Manager shall be an employee of the Prime.

H.2 KEY PERSONNEL - DESIRED QUALIFICATIONS

Program Manager

A Bachelor of Science (BS) or Business (BB) degree from an accredited college or university in an engineering, scientific, business, or technical discipline. Fourteen (14) years professional technical experience including at least six (6) years specialized experience in the management of development or evaluation of DoD warfare technologies. Ten (10) years program management experience which includes both technical and administrative aspects of government contract performance, providing contract data deliverables, and having oversight of contract schedule and cost. Experience related to weapons, platform integration, or weapon control systems.

Senior Weapons Software Engineer

A Bachelor of Science (BS) degree from an accredited college or university in an engineering, scientific, or technical discipline. Thirteen (13) years professional technical experience which includes at least six (6) years specialized weapon systems and fire control experience performing computer hardware engineering, software design, coding and compilation of code; computer or software requirements management, computer systems or software integration; and utilizing systems engineering software tools. Specialized experience includes demonstrated ability to engineer complex systems with integrated software and hardware solutions, and advanced sensory control loop development. Experience related to weapons systems and HTML, C/C++, Unix, and Linux.

Senior Weapons Systems Engineer

A Bachelor of Science (BS) degree from an accredited college or university in an engineering, scientific, or technical discipline. Fourteen (14) years professional technical experience, including at least six (6) years of specialized engineering experience towards one of the following areas; weapons systems (minor and large gun, and small munitions), weapons system architecture, or DoD Certification (interface control documents, tracking weapon system compliance to sponsor capability production documents, and performing airworthiness

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assessments).

Senior Weapons Engineering Technician

An Associate degree (or higher) from an accredited college or university in a mechanical or electrical engineering technical discipline, or at least four (4) years technical and military weapons school and experience in medium size weapons or small munitions operation and testing, maintenance, and sustainment of weapons. Specialized experience in mechanical and electrical technical areas, and understanding engineering drawings and wiring diagrams, operating electronic, electrical, and mechanical test equipment.

Senior Systems Engineer

A Bachelor of Science (BS) degree from an accredited college or university in an engineering, scientific, or technical discipline. Twelve (12) years professional technical experience including at least five (5) years specialized experience in the areas of maritime, launcher, missile, manned, unmanned, robotic, weapons, or weapon control system requirements analysis, concept development, design, integration, and engineering. Specialized experience shall also include systems requirements management, systems engineering design, systems engineering, software tools, and systems engineering processes.

Senior Electrical Engineer

A Bachelor of Science (BS) degree from an accredited college or university in an engineering, scientific, or technical discipline. Eight (8) years professional technical experience including at least three (3) years specialized experience in the areas of either weapons, manned or unmanned, robotic, or weapon control system concept definition, design, integration, and engineering. Specialized experience shall also include experience as an electrical engineer performing electrical engineering analysis and design, in electrical engineering software tools, coordinating electrical fabrication, and electrical engineering test techniques.

Senior Mechanical Engineer

A Bachelor of Science (BS) degree from an accredited college or university in an engineering, scientific, or technical discipline. Twelve (12) years professional technical experience including at least six (6) years specialized experience in the areas of either weapons manned or unmanned, robotic, or weapon control system concept definition, design, integration, and engineering. Specialized experience shall also include experience as a mechanical engineer performing mechanical engineering analysis and design, mechanical engineering software tools, coordinating mechanical fabrication, and mechanical engineering test techniques.

Senior Computer Systems/Software Engineer

A Bachelor of Science (BS) degree from an accredited college or university in an engineering, scientific, or technical discipline. Twelve (12) years professional technical experience which includes at least six (6) years specialized experience performing computer hardware engineering, software design, inner and outer control loop development as it has to do with control systems, coding and compilation of code; computer or software requirements management, computer systems or software integration; and utilizing systems engineering software tools. Specialized experience shall also include demonstrated ability to engineer complex systems with integrated software and hardware solutions. Experience related to weapons systems and/or DoD surface warfare systems and HTML, Windows, C/C++, Unix, and Linux.

H.3 NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS

The Contractor shall provide non-key personnel who meet or exceed the minimum qualifications provided below. Prior to charging non-key personnel labor to this order, the Contractor shall provide written certification stating the individual's name, labor category, and certify that the individual meets or exceeds the minimum qualifications of the labor category. The Contractor shall also provide copies of applicable certifications/licenses. A mixture of systems, electrical, mechanical and other non-specified specialized engineers are desired for performance of these contract requirements. This written certification shall be made by email to the Contract Specialist and the COR.

H.3.1 NON-SCA LABOR CATEGORIES

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Engineer

A Bachelor of Science (BS) degree from an accredited college or university in an engineering, scientific, or technical discipline. Three (3) years professional technical experience which includes at least one (1) year specialized experience performing mechanical, electrical, or computer engineering.

Junior Engineer

A Bachelor of Science (BS) degree from an accredited college or university in an engineering, scientific, or technical discipline. Requires knowledge of principles and practices of mechanical engineering, electrical engineering, or systems engineering.

Configuration Management Analyst

Four (4) years general experience which includes three (3) years specialized experience in configuration management demonstrating a thorough and comprehensive knowledge of configuration management principles, methods, and techniques; evaluating change documentation and developing impact assessments for planned configuration changes; maintaining integrity and traceability of configurations throughout the product's life cycles; experience with formal Change Control Boards (CCB) and Change Review Boards (CRB), related to Engineering Change Notices (ECNs), SCNs, SCDs, Problem Reports (PR), and Request for Deviations (RFD) and Waivers (RFW).

Program Analyst

Five (5) years general experience which includes four (4) years specialized experience in analyzing and evaluating the effectiveness of program operations in meeting established goals, requirements, and objectives; developing life cycle cost analyses of projects or performing cost benefit or economic evaluations of current or projected programs; analyzing information to develop program reporting systems including the systems specifications, data gathering and analytical techniques, and systems evaluation methodology; analyzing new or proposed legislation, regulations, or requirements to determine impact on program operations, engineering design, or security; developing management and/or program evaluation plans, procedures, and methodology; analyzing and evaluating proposed changes in mission or operating procedures.

Technical Logistician

Five (5) years general experience that includes at least three (3) years of experience in providing Integrated Logistics Support (ILS) for one or more. Two (2) years of specialized technical experience in maintaining provisioning and preparation of government documentation within the logistical technical area's purview.

H.3.2 SCA LABOR CATEGORIES

Accounting Clerk III - 01013

Five (5) years of experience in the area of accounting functions. This experience includes tracking of program and project budgets, preparation of actual costs financial reports, verifying financial information, and ensuring sufficient funds have been obligated.

Drafter/CAD Operator III – 30063

Five (5) years of experience in designing products using computer-aided design software applications such as AutoCAD, Pro/ENGINEER, and SolidWorks. This experience should include preparing complete sets of technical drawing packages (TDP) and complex assembly drawing packages of test equipment to be manufactured from layouts, models, or engineering sketches.

Drafter/CAD Operator IV – 30064

Seven (7) years of experience in designing products using computer-aided design software applications such as AutoCAD, Pro/ENGINEER, and SolidWorks. This experience should include preparing complete sets of drawings technical drawing packages (TDP) and complex assembly drawing packages of test equipment to be manufactured from layouts, models, or engineering sketches.

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Electronics Technician Maintenance II – 23182

Three (3) years of experience in applying maintenance to maritime, launcher, missile, manned, unmanned, robotic, weapon, and weapon control systems electrical or computer components and assemblies. This experience includes performing tasks such as: solving complex problems, making circuit analysis, calculating wave forms, and tracing relationships in signal flow, using complex test instruments such as high frequency pulse generators, and frequency synthesizers.

Electronics Technician Maintenance III – 23183

Five (5) years of experience in applying maintenance to maritime, launcher, missile, manned, unmanned, robotic, weapon, and weapon control systems electrical or computer components and assemblies. This experience includes performing tasks such as: solving complex problems, making circuit analysis, calculating wave forms, and tracing relationships in signal flow, using complex test instruments such as high frequency pulse generators, and frequency synthesizers.

Engineering Technician I - 30081

A minimum of one (1) year of experience in applying engineering services to engagement system components and assemblies. This experience includes developing and testing solutions to solve technical problems in research and development, manufacturing, inspection, and maintenance, and assisting engineers in inspecting products, conducting tests, and collecting data.

Engineering Technician II – 30082

Three (3) years of experience in applying engineering services to maritime, launcher, missile, manned, unmanned, robotic, weapon, and weapon control system components and assemblies. This experience includes developing and testing solutions to solve technical problems in research and development, manufacturing, inspection, and maintenance, and assisting engineers in inspecting products, conducting tests, and collecting data.

Engineering Technician III – 30083

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

Engineering Technician IV – 30084

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

Engineering Technician V – 30085

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

Engineering Technician VI – 30086

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

Supply Technician – 01410

Three (3) years of experience in the area of purchase and inventory functions. This experience includes purchasing supplies, materials and equipment through vendors on the open market, contract awards and/or other standard

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forms of purchasing, and tracking of project procurements and inventory form pre-order through invoice payment.

Technical Writer II – 30462

Three (3) years of experience in proof reading, 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. This experience includes working with document authors in the drafting, review, and publication of technical documentation and reviews all project documentation for grammar, spelling, punctuation, and formatting.

Technical Writer III – 30463

Five (5) years of experience in proof reading, 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. This experience includes working with document authors in the drafting, review, and publication of technical documentation and reviews all project documentation for grammar, spelling, punctuation, and formatting.

Word Processor III – 01613

Five (5) years of experience using word processing software applications, along with automated database maintenance.

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

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

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

H.5 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

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

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

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

(d) TRIPWIRE NOTIFICATION: If the employee is a current employee of the Contractor (or a Subcontractor),

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the fully burdened hourly rate that will be invoiced under the order shall be provided. If the labor rate to be invoiced for the individual will exceed any labor rate tripwire for service contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's addition to the task order.

H.6 RESUME FORMAT AND CONTENT REQUIREMENTS

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

(a) HEADER

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

Note if the individual is key on another contract with a period of performance that will overlap this requirement.

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

- Academic: Degree(s); Date(s); Institution; Major/Minor
- Non-Academic: Course title, date(s), approximate length
- Professional licenses and specialized certifications. (Note the date obtained for each, as well as the date when each license/certification requires renewal)

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE

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

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

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

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

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

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

Gaps in experience shall be explained.

Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Task Order N00178-04-D-4127-N0017817F3002 by SCCI and intend to make myself available to work to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

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

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

H.7 LABOR TRIPWIRE JUSTIFICATIONS

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

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

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

(d) The Contractor shall advise the COR and Contract Specialist, by e-mail, if the variations of actual-to-bid rate averages greater than 10% are anticipated for the period of performance. The Contractor shall include an explanation of the circumstances which brought this about and the plan to correct the problem. The plan should include a time frame for their corrective action to be fully implemented.

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

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

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

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

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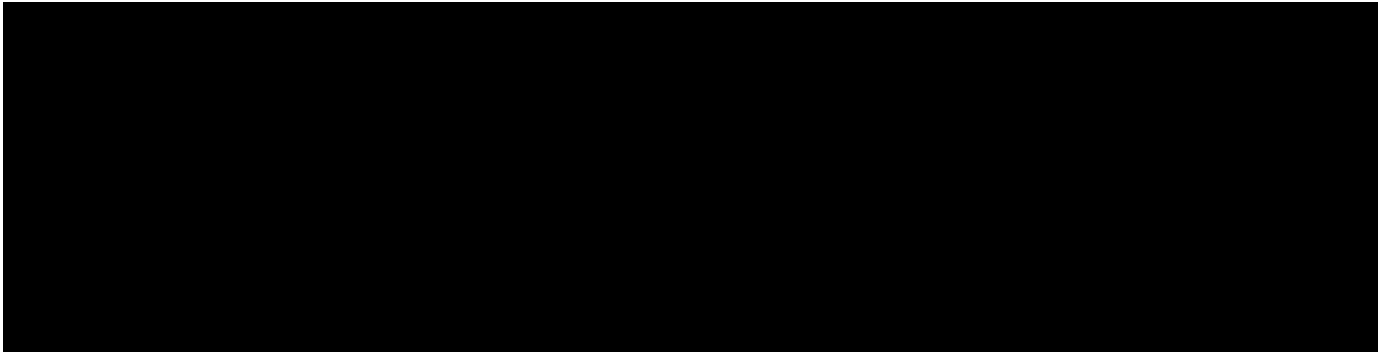
8570.01-M.

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

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

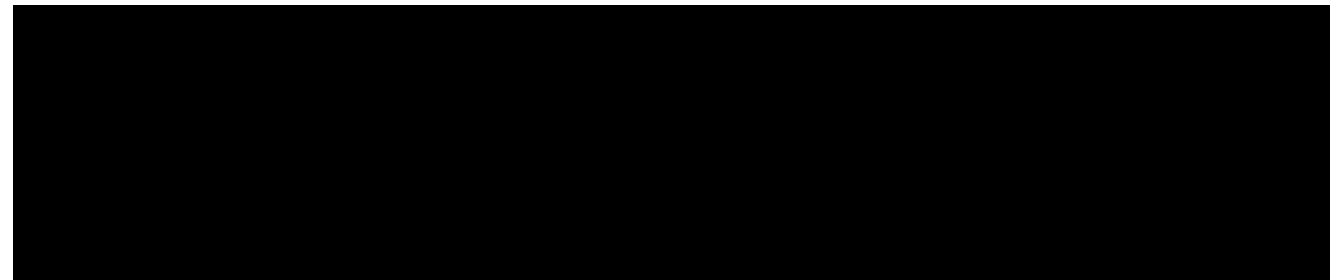
H.9 Ddl-H10 FUNDING PROFILE

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



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

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



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

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

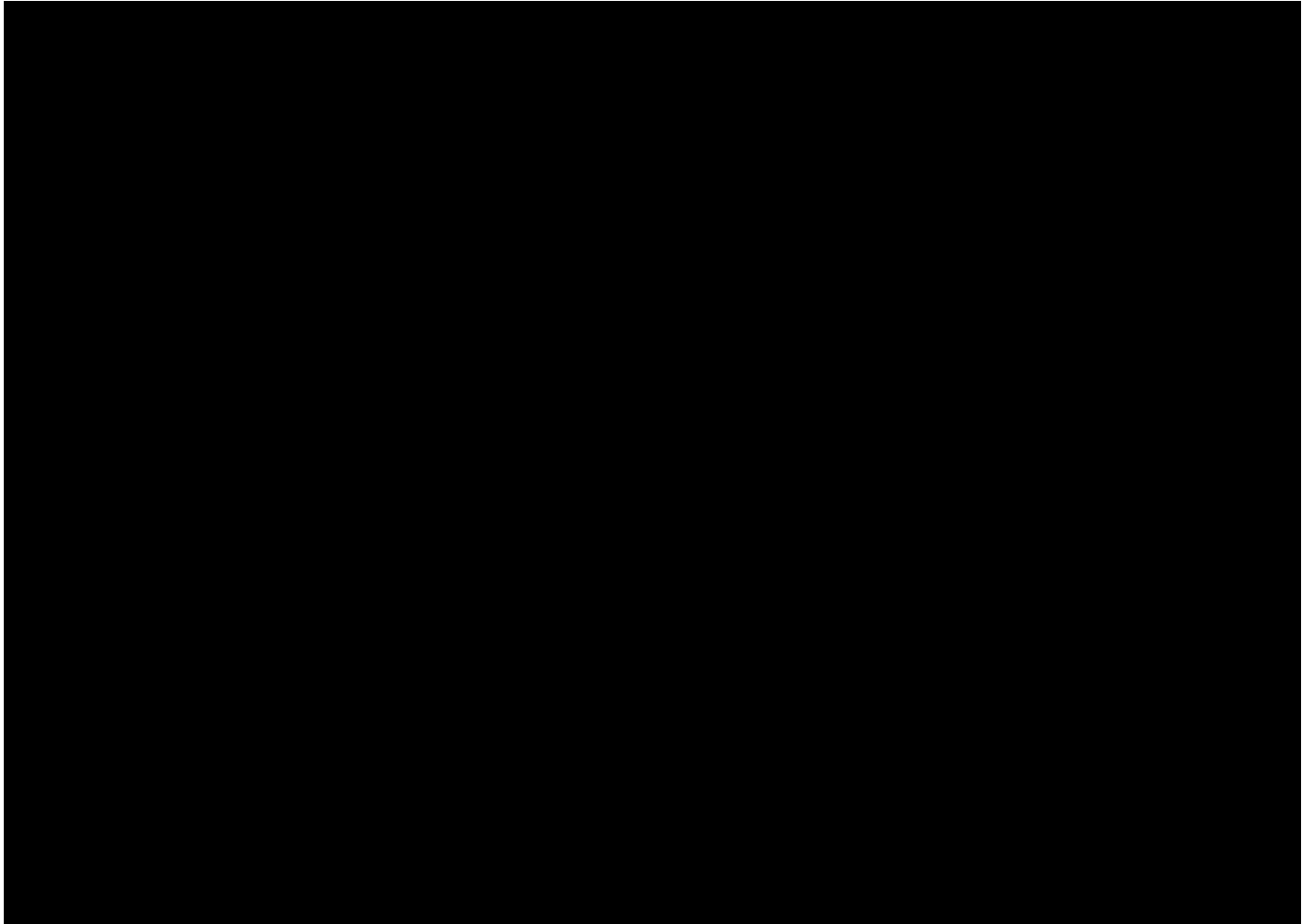
H.11 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

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

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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.



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

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 5% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

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

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

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

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

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

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

(a) Performance of the work hereunder may be subject to written technical instructions. 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

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details or otherwise serve to accomplish the contractual statement of work.

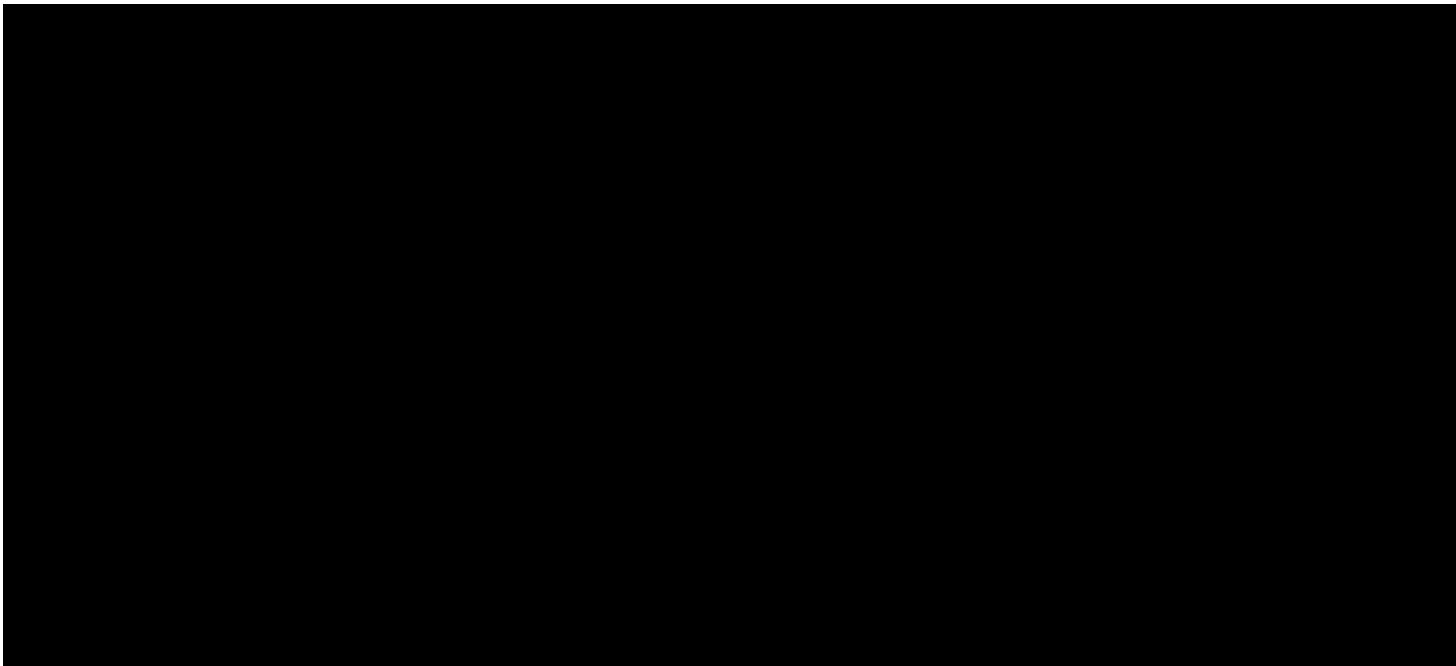
(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

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

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

H.14 SAVINGS INITIATIVES



H.15 ECRAFT CROSS-WALK

The following ECRAFT cross-walk for Task Order N000178-17-F-3002 should be used with the Section C,

C.41 ECRAFT STANDARD LANGUAGE:

Contract Labor Category (current title)	eCRAFT Labor Category Title	Key or Non-Key Personnel
Accounting Clerk III	CLERK, ACCOUNTING III -- 01013	Non-Key

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Configuration Management Analyst	SPECIALIST, CONFIGURATION MGMT I -- SCM1	Non-Key
Drafter/CAD Operator III	DRAFTER/CAD OPERATOR III -- 30063	Non-Key
Drafter/CAD Operator IV	DRAFTER/CAD OPERATOR IV -- 30064	Non-Key
Electronics Technician Maintenance II	ELECTRICIAN, MAINTENANCE II -- 23182	Non-Key
Electronics Technician Maintenance III	ELECTRICIAN, MAINTENANCE III -- 23183	Non-Key
Engineer	ENGINEER II -- E2	Non-Key
Engineering Technician I	TECHNICIAN, ENGINEERING I -- 30081	Non-Key
Engineering Technician II	TECHNICIAN, ENGINEERING II -- 30082	Non-Key
Engineering Technician III	TECHNICIAN, ENGINEERING III -- 30083	Non-Key
Engineering Technician IV	TECHNICIAN, ENGINEERING IV -- 30084	Non-Key
Engineering Technician V	TECHNICIAN, ENGINEERING V -- 30085	Non-Key
Engineering Technician VI	TECHNICIAN, ENGINEERING VI -- 30086	Non-Key
Junior Engineer	ENGINEER I -- E1	Non-Key
Logistician	LOGISTICIAN I -- LGT1	Non-Key
Program Analyst	ANALYST, OPERATIONS II -- ANP2	Non-Key
Program Manager	MANAGER, PROGRAM/PROJECT III -- MANP3	Key Personnel
Senior Computer / Software Engineer	ENGINEER, COMPUTER IV -- EC4	Key Personnel
Senior Electrical Engineer	ENGINEER, ELECTRICAL/ELECTRONICS IV -- EE4	Key Personnel
Senior Systems Engineer	ENGINEER, SYSTEMS IV -- ESY4	Key Personnel
Senior Mechanical Engineer	ENGINEER, MECHANICAL IV -- EM4	Key Personnel

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Senior Weapons Engineering Technician	ENGINEER, ELECTRICAL/ELECTRONICS II -- EE2	Key Personnel
Senior Weapons Systems Engineer	ENGINEER, SYSTEMS IV -- ESY4	Key Personnel
Senior Weapons Software Engineer	ENGINEER, COMPUTER IV -- EC4	Key Personnel
Supply Technician	TECHNICIAN, SUPPLY -- 01410	Non-Key
Technical Writer II	TECHNICAL WRITER II -- 30462	Non-Key
Technical Writer III	TECHNICAL WRITER III -- 30463	Non-Key
Word Processor III	WORD PROCESSOR III -- 01613	Non-Key
Management & Support	MANAGER, ADMINISTRATIVE III -- MANA3	Non-Key

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SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

The clauses identified below highlight important clauses from the MAC contract. This list is not intended to be all inclusive.

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-2	Security Requirements	AUG 1996
52.204-6	Data Universal Numbering System Number	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-12	Data Universal Numbering System Numbering Maintenance	DEC 2012
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.219-14	Limitations on Subcontracting	NOV 2011
52.222-4	Contract Work Hours and Safety Standards Act: Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-11	Patent Rights – Ownership by the Contractor	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protests After Award, Alt I (1985)	AUG 1996
252.204-2005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7000	Disclosure of Information	DEC 1991
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2015
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.227-7013	Rights in Technical Data - Noncommercial Items	FEB 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	FEB 2014
252.227-7039	Patents – Reporting of Subject Inventions	APR 1990
252.228-7001	Ground and Flight Risk	JUN 2010
252.239.7001	Information Assurance Contractor Training and Certification	JAN 2008

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

52.227-3-Patent Indemnity

52.227-13 - Patent Rights-Ownership by the Government

252.246-7001 Alternates I & II - Warranty of Data

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

I.2 CLAUSES INCORPORATED BY FULL TEXT

I.2.1 52.216-8 FIXED FEE (JUN 2011)

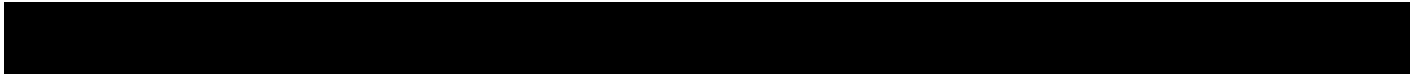
(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule

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

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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.

I.2.2 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)



- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- *Completed at time of award

I.2.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

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

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

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

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

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

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

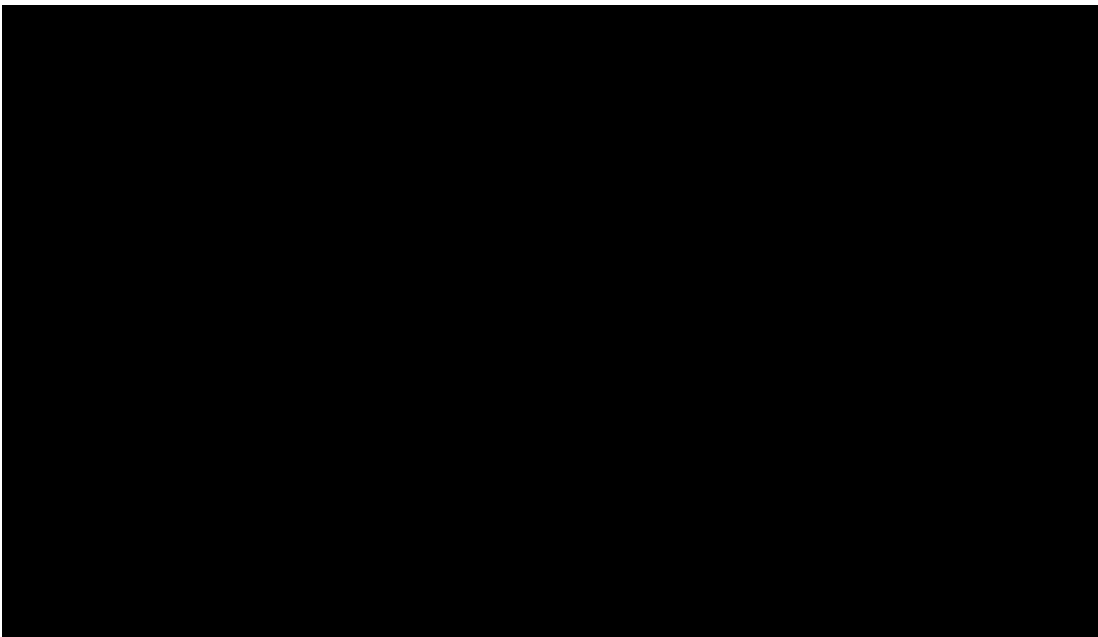
<u>Labor Category</u>	<u>Monetary Wage - Fringe Benefits</u>
ACCOUNTING CLERK III	GS - 5
DRAFTER/CAD OPERATOR III	GS - 6
DRAFTER/CAD OPERATOR IV	GS - 8
ELECTRONICS TECHNICIAN, MAINTENANCE II	WG - 9
ELECTRONICS TECHNICIAN, MAINTENANCE III	WG - 10
ENGINEERING TECHNICIAN I	GS - 3
ENGINEERING TECHNICIAN II	GS - 4
ENGINEERING TECHNICIAN III	GS - 5
ENGINEERING TECHNICIAN IV	GS - 7
ENGINEERING TECHNICIAN V	GS - 9
ENGINEERING TECHNICIAN VI	GS - 11
SUPPLY TECHNICIAN	GS - 7
TECHNICAL WRITER II	GS - 9
TECHNICAL WRITER III	GS - 11
WORD PROCESSOR III	GS - 5

I.2.5 SERVICE CONTRACT ACT WAGE DETERMINATION(S)

(a) Due to the nature work required by the Statement of Work, a Wage Determination has been determined to be necessary to ensure appropriate minimum wages and fringe benefits are paid to non-exempt personnel performing under this Task Order. Work under this Task Order involves performance in the King George, VA area and Exhibit B provides Rev. 2 to Wage Determination No. 2015-4329 for the King George County, Virginia area.

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

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



I.2.6 252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS. (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such

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waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

I.2.7 252.203-7997 5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (MAY 2012)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: (Contracting officer must enter the names of the operating locations of the contractor that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor). When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

APO/MPO/DPO/Postal Service	DFACs****	Mil Issue Equip
Authorized Weapon	Excess Baggage	MILAIR (inter/intra theater)
Billeting***	Fuel Authorized	MWR
CAAF*	Govt Furnished Meals****	Resuscitative Care
Controlled Access Card (CAC)	Military Banking	Transportation
Badge	Military Clothing	All
Commissary	Military Exchange	X None
Embassy Services Kabul**		

Third-Country National (TCN) Employees

N/A	DFACs****	Mil Issue Equip
Authorized Weapon	Excess Baggage	MILAIR (inter/intra theater)
Billeting***	Fuel Authorized	MWR
CAAF*	Govt Furnished Meals****	Resuscitative Care
Controlled Access Card (CAC)	Military Banking	Transportation
Badge	Military Clothing	All
Commissary	Military Exchange	X None

Local National (LN) Employees

N/A	DFACs****	Mil Issue Equip
Authorized Weapon	Excess Baggage	MILAIR (intra theater)
Billeting***	Fuel Authorized	MWR
CAAF*	Govt Furnished Meals****	Resuscitative Care

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Controlled Access Card (CAC)	Military Banking	Transportation
Badge	Military Clothing	All
Commissary	Military Exchange	X None

* CAAF is defined as Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

*** Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an “expeditionary” environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

****Due to drawdown efforts DFACS may not be fully operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S.

Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR – MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair).

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SECTION J LIST OF ATTACHMENTS

Exhibit A: DD Form 1423, Contract Data Requirements List

Exhibit B: Wage Determination 15-4329-6

Attachment J.1: DD Form 254, Contract Security Classification Specification

Attachment J.2: Specifications and Standards

Attachment J.3: COR Appointment Letter

Attachment J.4: DD254

Attachment J.5: Government Flight Representative Appointment Letter

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Additional Distribution:

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