

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00005

3. EFFECTIVE DATE
26-Sep-2018

4. REQUISITION/PURCHASE REQ. NO.
1300694471

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

6. ISSUED BY CODE

N00174

7. ADMINISTERED BY (If other than Item 6)

CODE S0701A

NSWC IHEODTD
4081 North Jackson Road
Indian Head MD 20640-5116

DCMA HARTFORD
130 DARLIN STREET
EAST HARTFORD CT 06108-3234

SCD: C

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

SCIENCE APPLICATIONS INTERNATIONAL CORP
12010 Sunset Hills Road
Reston VA 20190

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119 / N0017418F3001

10B. DATED (SEE ITEM 13)

06-Mar-2018

CAGE CODE 6XWA8

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: FAR 43.103(a) Mutual Agreement of the parties

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

25-Sep-2018

BY

(Signature of Contracting Officer)

26-Sep-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to:

- a. Incorporate TI-4119-3001_FY18_004 / Rev. 00
- b. Update the PWS paragraphs 3.1.4, 3.2.1, 3.2.2 and 4.5.1
- c. Add incremental funding in the amount of \$620,000.00
- d. Update Allotment of Funds clause.
- e. Update Section J CDRLs, for updated CDRL A006

Accordingly, said Task Order is modified as follows:

- a. TI-4119-3001_FY18_004 / Rev. 00 is incorporated into the task order as a reference.
- b. PWS paragraphs 3.1.4, 3.2.1, 3.2.2 and 4.5.1
- c. The funding information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,285,000.00 by \$620,000.00 to \$1,905,000.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700006	O&MN,N	0.00	620,000.00	620,000.00

The total value of the order is hereby increased from \$2,046,242.16 by \$0.00 to \$2,046,242.16.

- d. Section H Allotment of Funds clause is updated to the following:

ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE ESTIMATED PERIOD OF PERFORMANCE

7000	██████████	██████████	06 March 2018 - 05 March 2019
9000	\$0.00	\$0.00	06 March 2018 - 05 March 2019

- e. CDRL A006 is updated

As a result of this modification:

The funding on CLIN 7000 is increased by \$620,000. from \$1,285,000.00 to \$1,905,000.00.

The total task order ceiling (base year) remains unchanged at \$2,046,242.16.

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

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R499	CAD/PAD Information Technology and Program Management support services for Virtual Fleet Support - In accordance with Performance Work Statement (O&MN,N)					\$2,042,652.16
700001	R499	Funding in support of TI-4119-3001_FY18_001 (O&MN,N)					
700002	R499	Funding in support of TI-4119-3001_FY18_002 (O&MN,N)					
700003	R499	Funding in support of TI-4119-3001_FY18_003/Rev.01 (O&MN,N)					
700004	R499	Funding in support of TI-4119-3001_FY18_003/Rev.01 (Fund Type - OTHER)					
700005	R499	Funding in support of TI-4119-3001_FY18_003/Rev.01 (Fund Type - OTHER)					
700006	R499	Funding in support of TI-4119-3001_FY18_004/Rev.00 (O&MN,N)					
7100	R499	CAD/PAD Information Technology and Program Management support services for Virtual Fleet Support - In accordance with Performance Work Statement (O&MN,N) Option					\$2,077,754.46
7200	R499	CAD/PAD Information Technology and Program Management support services for Virtual Fleet Support - In accordance with Performance Work Statement (O&MN,N) Option					\$2,093,236.10
7300	R499	CAD/PAD Information Technology and Program Management support services for Virtual Fleet Support -					\$2,131,168.56

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Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF
 In accordance with
 Performance Work Statement
 (O&MN,N)
 Option

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		Not Separately Priced Data CLIN to support CLINs 7000, 7100, 7200, 7300. In accordance with Contract Data Requirements List (CDRLs) A001-A010, the Government shall have unlimited data rights to all data generated IAW DFARS 252.227-7013 unless an assertion is provided and accepted by the government with the offer IAW DFARS 252-227-7017. All data generated under the procurement has been paid for, in full, by the Government.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	Other Direct Costs (ODC) in support of CLIN 7000 - Travel (NTE - \$3,590) (O&MN,N)	1.0	LO	\$3,590.00
9100	R499	Other Direct Costs (ODC) in support of CLIN 7100 - Travel (NTE - \$3,625) (O&MN,N) Option	1.0	LO	\$3,625.00
9200	R499	Other Direct Costs (ODC) in support of CLIN 7200 - Travel (NTE - \$3,662.16) (O&MN,N) Option	1.0	LO	\$3,662.16
9300	R499	Other Direct Costs (ODC) in support of CLIN 7300 - Travel (NTE - \$3,698.78) (O&MN,N) Option	1.0	LO	\$3,698.78

SAIC's Small Business Subcontracting Plan is hereby incorporated into this task order.

NOTE A: LEVEL OF EFFORT

For labor items, Offerors shall propose man-hours specified in Section B to perform requirements of the Performance Work Statement (PWS) provided for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is [REDACTED] man-hours per year, with the labor mix recommended in Section L, Table 1. Offerors may deviate from the provided labor mix but must propose a total of [REDACTED] total hours per year. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

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* FEE IS NOT ALLOWED ON ODCS.

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.

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.

HQ B-2-0015 PAYMENT OF FEES(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 at the hourly rate(s) 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.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant 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 incident 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 incident to relocation.

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

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

This entire task order is Cost-Plus-Fixed-Fee, Level of Effort type, with the exception of the ODC CLINs, which are cost-type. ODCs will be awarded as a Not-To-Exceed (NTE) cost under this task order.

CONTRACTING OFFICER’S REPRESENTATIVE (COR)

(a) The COR for this task order is:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer (ACO) and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

TRI-SERVICE AIRCREW ESCAPE SYSTEMS TOTAL LIFE CYCLE

VIRTUAL FLEET SUPPORT (VFS)

FOR THE CAD/PAD JOINT PROGRAM OFFICE (JPO), NAVAL SURFACE WARFARE CENTER, INDIAN HEAD EXPLOSIVE ORDNANCE DISPOSAL TECHNOLOGY DIVISION

1. General

1. Introduction

The Naval Surface Warfare Center, Indian Head Explosive Ordnance Disposal Technology Division (NSWC IHEODTD) is tasked by the Naval Air Systems Command (NAVAIR) to provide programmatic and information technology (IT) support for total Life Cycle VFS Management of the various aircrew escape systems managed under the Joint Program Office (JPO) for the Cartridge Actuated Device/Propellant Actuated Device (CAD/PAD) Tri-Service Charter. The multiple types of mission assignments within the JPO require on-going engineering, technical, administrative and program management support to ensure the latest state-of-the-art technologies required are available to complement the requirements and responsibilities of JPO.

In order to provide the level of Life-Cycle Management support for all CAD/PAD Program products and services, required by the Tri Services and Foreign Military forces of the 21st Century, contractor IT support services are required to support the VFS program.

2. Background (For Information Purposes Only)

The Director, CAD/PAD JPO, NSWC IHEODTD, Indian Head, Maryland, is in charge of the technical oversight and program management of all major programs and functions of this Office. The Division has developed a complement of engineering expertise with a wide range of capabilities, which permit the support of a broad spectrum of projects for the Tri-Service community as well as the international responsibilities of the Department of Defense (DoD),

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including Foreign Military Sales (FMS) and Environmental Compliance (EC).

2.0 Scope

The Government requires IT and program management support services, as defined in the following requirement section, to assist in the planning, design, development, production support, certification, in-service, logistics, technical data, technical writing, configuration management and information technology relevant to CADs/PADs. The Contractor shall provide support services to assist the CAD/PAD JPO, NSWC IHEODTD, Indian Head, Maryland, Tri-Service Charter components with the total Life Cycle Management support necessary to increase and enhance the responsiveness and functionality of JPO to the operating forces, the Systems Commands, the DoD, other Government Agencies, and private industry involved in the manufacture of CAD/PAD components of Aircrew Escape Systems.

The Government will provide all necessary reference documents not generally available to the Contractor as required. Throughout the life of the task order, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to the requirements defined in this PWS.

The Contractor shall not purchase any IT equipment on behalf of NAVAIR in support of this task order, which reports to Program Budget Information System IT (PBIS-IT), without a Naval Air Systems Command (NAVAIR) Command Information Officer (CIO) approved NAV-ITAS Information Technology Procurement Request (ITPR).

In 1996, Congress enacted the Clinger-Cohen Act (CCA) (Title 40 U.S.C) requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. In accordance with the following Department of Defense Directive (DoDD), Department of Defense Instruction (DoDI), Office of the Secretary of Defense (OSD) memo, and Secretary of the Navy Instruction (SECNAVINST), CCA compliance is required for all programs that contain IT, including National Security Systems (NSS) as defined in Title 44 U.S.C. Guidance for determining NSS is provided by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-59. Six factors are used to identify NSS, one of which is IT in weapons and weapons system programs. The law provides authority to the agency's Chief Information Officer (CIO) to manage IT resources effectively and ensure cybersecurity and interoperability. The authority to grant approval of compliance assertions for CCA as a statutory milestone program document resides at either first echelon or second echelon. The level of the Acquisition Category (ACAT) or designation as an Abbreviate Acquisition Program (AAP) determines which echelon has this authority. ACAT III and below acquisition programs CCA compliance assertion confirmation approval authority is delegated to the second echelon

Command Information Officers. ACAT I and ACAT II acquisition programs CCA compliance assertion confirmation approval resides at first echelon, typically by the Department of the Navy Chief Information Officer (DON CIO). However the DoDI 5000.02 Table 2 assigns approval authority to the following: Milestone Decision Authority (MDA), Component (DON) CIO or designee. Approval of interoperability standards compliance for all acquisition programs resides at DON CIO. The Cybersecurity Strategy (formerly Acquisition Information Assurance Strategy) is a component of CCA compliance however it is approved separately and is also an appendix to the Program Protection Plan (PPP).

Approval authority is divided among the DoD, and DON CIOs as well as the second echelon Command Information Officers. See Table 1 for allocation of approval authorities.

ACAT	Review and Endorsement by Command Information Officer	Approval by as Command Information Officer	Review and Endorsement by DASN (C4I&Space)	Review and Endorsement by DON CIO	Approval by DON CIO	Approval by DoD CIO
IC	X		X		X	
ID	X		X	X		X ¹
IAM	X		X	X		X
IAC	X		X	X		X
II	X		X		X	
III		X				
IV		X				
AAP		X				

Table 1: Allocation of Cybersecurity Strategy Approval Authorities

1 See DoD 5000.02 Enclosure 11, Section 6.b.(1): For ACAT ID, IAM, and IAC programs, the DoD CIO will review and approve the Cybersecurity Strategy prior to milestone decisions or contract awards.

Cybersecurity Strategy approval process begins after the Program Manager signs the Cybersecurity Strategy and puts it forward to the Command Information Officer. The final approved Cybersecurity Strategy is an appendix to the Program Protection Plan (PPP) as well as an element of CCA compliance (DoDI 5000.02, Tables 2 and 9 and Enclosure 3, Section 13.b). Clinger-Cohen Act compliance confirmation policies and guidance include, but are not limited to:

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- a. DoD Instruction 5000.02, "Operation of the Defense Acquisition System",
January 07, 2015
- b. OSD Memo, Clinger-Cohen Act Compliance Policy, Mar 8 2002
- c. SECNAVINST 5000.2E, Implementation and Operation of the Defense Acquisition
- d. DON CIO Memorandum, Standardization of Clinger-Cohen Act Confirmation, October 31, 2014
- e. NAVAIR Memorandum, Information Technology Procurement Request, Clinger-Cohen Act, Information Assurance Policies and Process, & Individual Cyber Security Accountabilities, June 07, 2014

All systems comprised of Information Technology or software/application procurement, development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), Department of the Navy (DON)/Naval Air Systems Command (NAVAIR) Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates.

All Information Technology systems, software, and website development, modification or support shall be performed in accordance with all applicable Federal, DoD, DON, and NAVAIR policy, guidance, standards, and strategies, and should be integrated within the NAVAIR Enterprise portal and collaboration environment whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Policies include, but are not limited to:

- a. Office of Management and Budget Management (OMB) of Federal Information Resources,
OMB CIRCULAR NO. A-130 Revised.
- b. OMB Policies for Federal Agency Public Websites, OMB M-05-04
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-04.pdf>
- c. Section 508 Amendment to the Rehabilitation Act of 1973 <http://www.section508.gov/>
- d. Department of Defense Web Policies and Guidelines <http://www.defense.gov/webmasters>

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- e. Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team
Website <http://www.public.navy.mil/fcc-c10f/nionorfolk/Pages/AboutWRA.aspx>

- f. DON Policy for Content of Publicly Accessible World Wide Web Sites
SECNAVINST5720.47B

www.navy.mil/navydata/internet/secnav5720-47b.pdf

- g. NAVAIR CIO Website (NAVAIR specific policy and guidelines)

To request this policy contact the NAVAIR CIO office – 7.2.2 Applications Integration team
– Web Manager: Shane Malamphy at 301- 342-1825

- h. Defense Information Systems Agency (DISA) Hosting of All Navy Websites (NAVADMIN 061/08)

<http://www.public.navy.mil/bupersnpc/reference/messages/Documents/NAVADMINS/NAV2008/NAV08061.txt>

- i. Consolidation of Navy Web Sites - Reduction of Information Management/Information Technology (IM/IT) Footprint NAVADMIN 145/07 <http://www.public.navy.mil/bupersnpc/reference/messages/Documents/NAVADMINS/NAV2007/NAV07145.txt>

- j. DON Web Presence Policy: The Registration, Compliance of, and Investment in, All Unclassified Web Sites and Uniform Resource Locators

<http://www.doncio.navy.mil/ContentView.aspx?ID=577>

- k. Policy and Procedures for Web Risk Assessment (WRA) of Publicly Accessible Navy Sites (ALCOM 129/09) <http://www.public.navy.mil/fcc-c10f/nioconorfolk/Documents/NTD-08-09.txt>

Any tools developed that will be hosted by the Navy Marine Corps Intranet (NMCI) or run on NMCI workstations will be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

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NAVAIR's Cybersecurity Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. Cybersecurity is required operationally throughout the DON. The DON CIO is responsible for IT within the Navy, as mandated by the Clinger-Cohen Act, and is the lead for departmental compliance with the Federal Information Security Management Act of 2002.

All Cybersecurity shall be in compliance with the following listed instructions:

- a. Assistant Secretary of Defense for Networks & Information Integration (ASD (NII)) Directive-Type Memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems, 31 July 2009
- b. Chairman of the Joint Chiefs of Staff Instruction (CJCSI) 3170.01I (series), Joint Capabilities Integration and Development System (JCIDS), 23 January 2015
- c. CJCSI 6211.02D Defense Information System Network (DISN): Policy and Responsibilities, (Current as of 04 August 2015)
- d. CJCSI 6212.01F Net Ready Key Performance Parameter (NR KPP), 21 March 2012 (Canceled, See JCIDS Manual)
- e. JCIDS Manual, “Manual for the Operation of the Joint Capabilities Integration and Development System,” <https://www.intelink.gov/wiki/JCIDS_Manual>
- f. CJCSI 6251.01D Narrowband Satellite Communications Requirements, 30 Nov 2012
- g. CJCSI 6510.01F, Information Assurance (IA) and Support to Computer Network Defense (CND), 09 Feb 2011, certified current 10 Oct 2013
- h. Chairman of the Joint Chiefs of Staff Manual CJCSM 6510.01B – Incident Handling Program 10 July 2012

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- i. Chief of Naval Operations/Headquarters, United States Marine Corps CNO N614/HQMC C4 – Navy-Marine Corps Unclassified Trusted Network Protection (UTNProtect) Policy, Version 1.0, 31 October 2002

- j. Defense Acquisition Guidebook – Chapter 7, Acquiring Information Technology, Including National Security Systems, Section 7.5 Information Assurance (IA)

- k. DoD 5220.22-M, National Industrial Security Program Operating Manual, February 28, 2006 (NISPOM)

- l. DoD 8570.01-M, Information Assurance Workforce Improvement Program, 19 Dec 2005 (Incorporating Change 3, 24 Jan 2012)

- m. DoDD 8000.01 Management of the Department of Defense Information Enterprise, 10 February 2009

- n. DoDD 8100.02, Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 14 April 2004, Certified Current as of 23 April 2007

- o. DoDD 8570.01 Information Assurance Training, Certification, and Workforce Management, 15 August 2004, Certified Current as of 23 April 2007

- p. DoDI 4630.8, Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS), 30 June 2004

- q. DoDI 8500.1, Cybersecurity, 14 March 2014

- r. DoDI 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), 12 March 2014

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- s. DoDI 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), 12 March 2014

- t. DoDI 8520.2, Public Key Infrastructure (PKI) and Public Key (PK) Enabling, 01 April 2004

- u. DoDI 8551.1, Ports, Protocols, and Services Management (PPSM), 13 August 2004

- v. DoDI 8580.1, Information Assurance in the Defense Acquisition System, 9 July 2004

- w. DoDI 8581.01, Information Assurance (IA) Policy for Space Systems Used by the Department of Defense, 8 June 2010

- x. DON CIO Memo 02-10, Department of the Navy Chief Information Officer Memorandum 02-10 Information Assurance Policy Update for Platform Information Technology, 26 April 2010

- y. DON letter 5239 NAVAIR 726/2322 of 18 Feb 09, NAVAIR Data at Rest Policy

- z. Federal Information Processing Standards Publications (FIPS PUB) <http://www.nist.gov/itl/fips.cfm>

- aa. National Security Telecommunications and Information Systems Security Policy NSTISSP No. 11, Revised Fact Sheet National Information Assurance Acquisition Policy, July 2003.

- ab. Office of the Chief of Naval Operations OPNAV INST 5239.1C, Navy Information Assurance (IA) Program, 20 Aug 08

- ac. SECNAV M-5239.1, Department of the Navy Information Assurance Program; Information Assurance Manual, November 2005

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- ad. SECNAVINST 5230.15, Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software, 10 April 2009

- ae. SECNAVINST 5239.3B, Department of the Navy Information Assurance Policy, 17 June 2009

- af. SECNAVINST 5239.19, Department of the Navy Computer Network Incident Response and Reporting Requirements, 18 March 2008

- ag. The National Security Act of 1947 , Title 40/Clinger-Cohen Act

- ah. Title 44/ Federal Information Security Management Act

All IT procured on behalf of this task order shall meet all DoD/DON and NAVAIR cybersecurity polices. Failure to follow these policies will result in denied access to NMCI, One Net, Integrated Shipboard Network System (ISNS) and other DON, DoD and Joint Networks. These cybersecurity policies are standard across the Department and ensure cybersecurity compatibility and interoperability.

IT systems and/or networks operated by contractors pursuant to a Department of the Navy task order funded by NAVAIR, regardless of the level of data processed, shall be operated in accordance with the NISPOM.

Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this task order. All Contractor-owned hardware and/or software shall meet DoDI 8500.2 Cybersecurity Controls, is subject to validation scanning and must be approved by the NAVAIR site cybersecurity manager prior to connection.

The following specific criteria must be met before the contractor may be connected to any DoD or NAVAIR network in support of this task order. Requirements include:

- a. Network Vulnerability Scanning. NAVAIR Deputy CIO for Cybersecurity maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure

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interoperability with DoD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;

- b. Extent of Validation Scanning. To prevent scanning of corporate assets, all such networks, equipment and connections shall be physically segregated from any government/contractor corporate networks that are not in direct support of DoD contracts;
- c. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6211.02C (series), Defense Information System Network (DISN): Policy and Responsibilities, 9 July 2008;
- d. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;
- e. Memorandum of Agreement and Inter-connection Agreements. A Cybersecurity Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

3.0 Requirements

The Contractor shall perform basic design and re-design engineering, development, testing, production support, in-service engineering, maintenance engineering, integrated logistics support, quality evaluation programs, information technology and other program management support, analyses and studies, as required in Sections 3.1 through 3.3 below. Detail tasking shall be provided by the Government using NSWC IHEODTD CAD/PAD Division E2 workload/configuration management process. If the government determines direct access to government systems at government site is needed to meet the PWS, then Contracting Officer's Representative (COR) shall invoke PWS 10.0 and 11.0. There shall be a Government/Contractor Kickoff Meeting to establish Government/Contractor interfaces within 10 business days after task order award, or as mutually agreed to by the Government and the Contractor. The anticipated meeting objectives shall include a face to face meeting between key personnel, team

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introduction, general program discussions, as well as more specific information in regards to the supported programs. The Contractor shall document meeting minutes for Government review and approval within 2 business days from the completion of the meeting (CDRL A001).

3.1 CAD/PAD Information Systems/Information Technology Support

3.1.1 The Contractor shall provide necessary qualified personnel for communication and information systems support for full life cycle support of cartridges, CADs, PADs and related ballistic and energetic systems to meet requirement. The Contractor's support duties and tasks shall include, but are not limited to, information technology (IT), computer operations, computer setup, server operation, website/application design/maintenance, Data Base design/maintenance, compliance/implementation, consulting/demonstration of all aspects of IT related state of the art technologies and commercial best practices, in support of current and future requirements of the Navy, Marine Corps, Air Force, Army and other related Government agencies.

3.1.2 The Contractor shall maintain configuration control for software revisions and specifications.

3.1.3 Computer IT Support: The Contractor shall participate in the design, implementation and support of computer IT systems which meet the requirements of the Navy, Marine Corps, Air Force, Army and other Government agencies. These requirements include, but are not limited to, full life cycle support of cartridges, CADs, PADs and related ballistic and energetic systems to support DoD mission requirements. The full life cycle support typically includes IT support to the functional areas of Acquisition and Logistics.

Expected computer IT support includes, but is not limited to, the following:

3.1.3.1 Site Support: The Contractor shall provide assistance in the design, development, implementation and maintenance of the IT system with special attention to communication between Navy, Marine Corps, Air Force, Army and Government related organizations, sites and vendors.

3.1.3.2 Technical Software Support: The Contractor shall develop and maintain both web-based and standalone applications, Data Base software, Graphical User Interfaces (GUI), and Logistics and Acquisition support software.

3.1.3.3 Analytical and Calculation Support: The Contractor shall provide assistance conducting requirements determinations studies for planning purposes on DoD systems to include, but not limited to, Military Aircraft systems utilizing cartridges and CAD/PADs. Special attention should be paid to future stockpile requirements, cost and the consequent impact on readiness in support of DoD mission requirements.

3.1.4 Computer Source Code and Documentation

Contractor shall provide the source code and documentation for each computer software product / module build upon submission for government testing, in accordance with Virtual Fleet Support (VFS) Software Development Specification, Package Contents Section.

Visual Studio **2015** Professional update 4 shall be the software used to develop / compile the

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source code. The database is MS SQL 2014 service pack 2. Government shall provide guidance on software and version level changes as required to meet task order requirements. Required software is at company expense (not chargeable to government under this task order) and considered part of company's tool set to meet this task order requirement.

3.2 Program Management Support

3.2.1 The contractor shall provide necessary qualified personnel for program management support as it relates to the overall management of this effort. The Program Manager (PM) shall be required to interact with other Government and non-Government PM's, industry sponsors, and support personnel. CAD/PAD will provide all necessary data and/or allow or facilitate disclosure of required information when necessary. This support may include but is not limited to:

- Maintaining program schedules (actual and planned), providing financial reporting, preparing program status and progress reports, and tracking technical progress and milestones as required.
- Maintaining exact financial data and report expenditures by PWS tasking against funding dollars received by accounting and appropriation.
- Gathering technical and programmatic data as required.
- Developing program schedules, program management plans, and associated presentations as required.
- Attending and/or participating in task/program related meetings as required.
- Documenting meetings and action items relating to tasks as required.
- Editing technical documents, presentations, and bulletins as required.
- **Document sub-contractor billing cycle and ensure sub-contractor billing is part of prime contractor voucher submission within WAWF and does not exceed 60 calendar days of sub-contractor billing cycle.**

3.2.2 Contractor shall provide the financial status report with the following information:

- Format shall be MS Excel version **2016** document. Government shall provide guidance on software and version level changes as required to meet task order requirements. Required software is at company expense (not chargeable to government under this task order) and considered part of company's tool set to meet this task order requirement.
- Report shall be included as an attachment with WAWF Payment Request (PR) at submission.

3.3 Verbal – Written Clarification

3.3.1 Written Clarification - When necessary, the Government COR shall provide the contractor written clarification ensuring adherence to the scope of work detailed in the technical requirements for paragraph 3.1 or 3.2.

3.3.2 Verbal Clarification - When necessary, the Government COR shall provide the contractor verbal clarification ensuring adherence to the scope of work detailed in the technical requirements for paragraph 3.1 or 3.2. Contractor shall be required to document verbal clarification and return draft workload document to government's COR and/or technical point of contact, within one (1) business day.

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3.3.3 Plan of Action and Milestone (POAM) - Contractor shall maintain a master POAM (Actual/Forecast) to include but not limited to work breakdown structure (WBS) at the lowest level, with personnel names executing government requirement. Hierarchy for WBS shall be task order, PWS, project, tasking identification element, and sub-tasking. Written clarification identification element shall be detailed, sub-tasking shall be standard workflow (ex. Sub-task A: review error code, Sub-task B: modify code to remove errors, Sub-task C: compile code, etc). Software to execute this requirement shall be, but not limited to, Microsoft Office Project 2010. Government shall provide guidance on software and version level changes as required to meet task order requirements. Required software is at company expense (not chargeable to government under this task order) and considered part of company's tool set to meet this task order requirement. To comply with Public Law 97- 177 "Prompt Payment Act", 15 day "(A)(ii)" and 30 day "sec 2D" requirement, clock starts upon submission of POAM Forecast (3.3.3.1) and POAM Actual (3.3.3.2) for Payment Request (PR) Period of Performance (PoP) to the Government.

3.3.3.1 Forecast - POAM shall contain projected hours, as estimated by contractor, to meet the government requirements. Forecast shall include CDRL deliverables to be executed in the next Payment Request cycle. Deliverable of the Forecast POAM shall be 10 days following award of this task order and subsequent forecast POAM shall be submitted with each PR. A revised forecast POAM shall be submitted, within three (3) business days, in the event additional presentation material or technical report is required.

3.3.3.2 Actual - POAM updates shall contain ACTUAL hours performed as WBS tasking is worked by the contractor. Actual POAM shall include CDRL deliverables executed during reporting period of performance in accordance with Public Voucher / Payment Request. Deliverable of the Actual POAM shall be on or before submission each PR within WAWF.

4.0 Deliverables

Unless specified otherwise above or by direction of the Government, the following distribution of each deliverable is required:

4.1 Meeting Minutes

The Contractor shall provide meeting minutes as required in Sections 3.0 and 3.2 above. (See CDRL A001.)

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4.2 Plan of Action and Milestone (POAM FORECAST)

The Contractor shall provide POAM Forecast as required in section 3.3.3.1. (See CDRL A002.)

4.3 Technical Reports

The Contractor shall provide technical reviews, evaluations, reports, comments and recommendations as required in Sections 3.1 through 3.3 above. Draft copies are due in accordance with POAM, PWS 3.3.3. The COR and the TPOC shall receive a draft, final and reproducible copy of all technical reports. (See CDRL A003.)

4.4 Presentation Material

The Contractor shall prepare and provide materials and/or briefings as required in Sections 3.1 through 3.3 above. The COR and the TPOC shall receive a draft, final and reproducible copy of all briefing materials. (See CDRL A004.)

4.5 Period of Performance (PoP) Status Report(s)

The Contractor shall submit PoP status reports per 4.5.1 and 4.5.2, at the same time as submission of the PR to DoD WAWF Receipt and Acceptance system.

4.5.1 Technical Report shall include but not be limited to the following elements:

- Contractor's name and address
- CLIN number(s)
- Date of report
- Period covered by report (shall be PoP of the PR).Description of progress made during the period reported shall coincide with the PR POP, including problem areas encountered, recommendations, if any, for subsequent solution beyond the scope of this task order.Government does not require historical data.If contractor deems necessary to provide historical data, it shall be done so as appendices at no additional cost to the government.
- Summary of work hours and program costs matrix shall include the office executing

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government requirement, Period of performance, total work hours, current period work hours, current period expenditures, total task order expenditures, projected expenditures, and estimated date funds will be fully expended. Period of performance is to coincide with payment request start and end dates.

- A Cost curve timeline shall be provided for the total task order, as well as, each office executing the government's requirement. Cost curve timeline shall be from award date through task order end date.
- Trips and significant results
- Plans for activities during the following period

The Contractor shall deliver the PoP status report to the COR and the TPOC via email as an attachment. (See CDRL A005)

4.5.2 Financial Report shall be included as an attachment with WAWF PR at submission. (See CDRL A006)

4.6 Plan Of Action And Milestone (POAM Actual)

The Contractor shall provide POAM Forecast as required in section 3.3.3.2. (See CDRL A007)

4.7 Computer Source Code and Documentation

The Contractor shall provide computer source code and documentation as required in section 3.1.4. (See CDRL A008)

4.8 Phase Out Plan

The Contractor shall provide Phase Out Plan as required in section 9.0 (See CDRL A009)

4.9 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)

The Contractor shall report Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order for information technology and

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programmatic services via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

1. W, Lease/Rental of Equipment;
2. X, Lease/Rental of Facilities;
3. Y, Construction of Structures and Facilities;
4. D, Automatic Data Processing and Telecommunications, IT and Telecom-
Telecommunications Transmission (D304) and Internet (D322) ONLY;
5. S, Utilities ONLY;
6. V, Freight and Shipping ONLY.

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

4.10 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT)

The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the Contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas (CDRL A010).

The Contractor's Funds and Man-hour Expenditure Report reports Contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

1. Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU).

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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](http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC%20Newport/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 the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

5.0 Government Furnished Equipment (GFE) and Government Furnished Information (GFI)

GFE and GFI may be required for completion of tasks under this PWS. The Government will specify GFE/GFI details in the technical instructions.

Both the Contractor and the government COR and TPOC will maintain accountability and inventory records.

6.0 Other Direct Charges - TRAVEL

Travel shall be as required to meet the needs of the mission and approved by the government COR. The contractor's facility shall be within 25 driving miles to NSWC IHEODTD.

The Contractor may be required to travel in the performance of PWS requirements. COR must approve Travel, and shall be in accordance with FAR SUBPART 31 and Joint Travel Regulations. Contractor shall be required to submit trip report within 2 working days upon completion of trip. Trip voucher expenses shall be provided with WAWF PR for the period of performance of travel in accordance with approval notification by the government.

7.0 Security

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7.1 Personnel associated with this task order shall have a current DoD “SECRET” clearance. All deliverables associated with this contract are “UNCLASSIFIED” unless otherwise specified.

7.2 Contractor employee(s) shall be required to be in Joint Personnel Adjudication System (JPAS) and must have Department of Defense (DoD) Common Access Card (CAC) to qualify for section 3.1.

8.0 Period of Performance

The period of performance for task order shall be 12 months plus three (3) one-year options.

9.0 The phase-out process is defined as a smooth transition from one Contractor to another to maintain the program integrity required under the contract. The Contractor shall take all actions necessary to achieve a successful transition from the incumbent Contractor and to the follow-on Contractor.

9.1 Phase-Out Plan: The Contractor shall prepare a Phase-out Plan, which the Government and Contractor can follow in the event the Government decides to re-compete or terminate this task order. The Phase-out Plan shall ensure that all data necessary to perform the duties outlined in this PWS, with exception any proprietary financial data, can readily be transferred to, and utilized by, the Government or by a follow-on Contractor at no cost.

9.2 Transition: The Contractor shall coordinate its phase-out activities with the incoming Contractor to effect a smooth and orderly transition at the end of the contract period.

(See CDRL A009)

10.0 Government Provided Space/Computer Usage

10.1 Location of Work – If the Government determines it is more advantageous for the contractor to access Government computer systems to support this PWS, then Government shall provide all necessary paper work required. As a result, it is anticipated that work performed under this task order will be performed at NSWC IHEODTD, Indian Head, Maryland.

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10.2 Information Security and Computer System Usage - In accordance with U.S. Navy and DOD Policy, any personnel, including the Contractor, who utilize DoD owned systems shall assume responsibility for adherence to restrictions regarding internet and email 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.

10.3 Termination of Employees with Base Access - The Contractor shall ensure that all employees who have an NSWC IHEODTD badge and a Common Access Card (CAC) turn in the badge and CAC card immediately upon removal of employee or termination of their employment under this task order. The above requirement shall be made part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise the COR and NSWC IHEODTD Physical Security of all changes in their contractor personnel requiring NSWC IHEODTD base access. For involuntary separated personnel and those separated or removed under adverse circumstances, the Contractor shall notify NSWC IHEODTD Physical Security and the Government COR, in advance, of the date, time and location where an NSWC IHEODTD representative may retrieve the NSWC IHEODTD badge and CAC. In the event the employee is removed or separated in his or her absence, the Contractor shall immediately notify the NSWC IHEODTD Physical Security of the separation and make arrangements between the former employee and NSWC IHEODTD Physical Security for the return of the badge and CAC card.

10.4 Material - The Contractor shall provide or otherwise obtain materials not provided by the Government to complete required tasks specified in this PWS. Materials shall include, but not be limited to Paper/Notebooks, Pencil/Pens, and Disc (floppy, CD, DVD).

10.5 Government Furnished Information - The Government will make available to the Contractor any existing documents, manuals, source code, database schemas, data dictionaries, and business practices/procedures to perform the support described in this PWS. These materials may include documents and designs of systems under development concurrently with this effort.

11.0 Mandatory Government Required Training

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All on-site Contractor personnel shall execute and comply with NSWC IHEODTD annual training requirements including, but not limited to: Operations Security (OPSEC), Information Assurance Awareness, Personally Identifiable Information (PII), Safety Stand-down, etc.

HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)

Item(s) A001-A010- The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) 1, attached hereto.

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

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

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

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

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

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

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

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),

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before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

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

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

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

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

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

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal_ F03242.A.BIDP.25Y.001 _ dated_05 October 2018___in response to N0017417R3034

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

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

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(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 contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract 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 contract 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 contract. 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 contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(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 contract and for a period of three years after completion of performance of this contract, 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 contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR

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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 contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract 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 contract 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 contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

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

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

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction, operation, management, or maintenance of paper-based or electronic mail room, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are required will contain a requirement that:

(1) The support contractor not discloses any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direction action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, of the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

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SECTION D PACKAGING AND MARKING

There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

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 practice.

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.

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) Task order number
- (4) Whether the contract was competitively or non-competitively awarded
- (5) Sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

TRANSPORTATION OF EQUIPMENT/MATERIAL. Upon completion of this order, all government furnished and contractor purchased property, hardware, COTS, software, manuals, instruction guides, logs, source code, scripts, database schemas, tables, triggers, stored procedures and data shall be securely packed and shipped by the Contractor to a location to be provided by the government representative at Contractor expense.

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

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SECTION E INSPECTION AND ACCEPTANCE

NOTE: Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.

52.246-5 Inspection of Services Cost-Reimbursement APR 1984

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.

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

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

INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government specified in an applicable TI. *Note that the COR is identified in Section G of this Task Order

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	3/6/2018 - 3/5/2019
9000	3/6/2018 - 3/5/2019

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	3/6/2018 - 3/5/2019
9000	3/6/2018 - 3/5/2019

The periods of performance for the following Option Items are as follows:

7100	3/6/2019 - 3/5/2020
7200	3/6/2020 - 3/5/2021
7300	3/6/2021 - 3/5/2022
9100	3/6/2019 - 3/5/2020
9200	3/6/2020 - 3/5/2021
9300	3/6/2021 - 3/5/2022

Services to be performed hereunder will be provided at NSWC IHEODTD, Indian Head, MD

The basic effort to be performed under this contract, shall be completed within a period of twelve months for the base year, with Three One-Year Options to be exercised if deemed in the best interest of the government.

The task order period of performance shall not exceed the period of performance of the SeaPort contract.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 – STOP-WORK ORDER (AUG 1989)

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B,

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as follows:

ITEM(S) FROM TO

Base: CLIN 7000, CLIN 9000, CLIN 7999

Option I: CLIN 7100, CLIN 9100, CLIN 7999

Option II: CLIN 7200, CLIN 9200, CLIN 7999

Option II: CLIN 7300, CLIN 9300, CLIN 7999

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS
(JUN 2011)

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

PGI 204.7108 Payment instructions. [\[MLSCNIO1\]](#)

(See DFARS [204.7108](#), [DFARS/PGI view](#))

(a) Scope. This section applies to contracts and orders that are funded by multiple accounting classification citations and—

- (1) Include deliverable line items or deliverable subline items (see FAR 4.1005-1) that are funded by multiple accounting classification citations;
- (2) Contain cost-reimbursement or time-and-materials/labor-hour line items; or
- (3) Authorize financing payments.

(b) For contracts and orders covered by this subpart—

(1) The contracting officer shall insert the table at (b)(2), or a link to the table at (b)(2) (https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions), in Section G of the contract, or equivalent, including contracts with incrementally funded line items. When some, but not all, of the fixed price line items in a contract are subject to contract financing payments, the contracting officer shall clearly identify to which line items the payment clause(s) included in Section I apply.

(2) The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS [252.232-7006](#)) and the type of effort.

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

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

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52.232-4, Payments under Transportation Contracts and Transportation- Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers					proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as

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					the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in

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					accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(c) Reserved.

(d) The numbered payment instructions ((d)(1) through (11)) are replaced by the table at paragraph (b)(2) of this section.

(12) Other. If none of the payment instructions identified in paragraph (b)(2) of this section are appropriate (i.e., multiple lot progress payments), the contracting officer may insert other payment instructions, provided the other payment instructions—

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office. A copy of the agreement will be kept in the contract file.

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

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization. Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF). Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

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

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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 Website.

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

<https://wawf.eb.mil/>.

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

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

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

COST VOUCHER

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

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC _HQ0337__

Issue By DoDAAC 6XWA8

Admin DoDAAC S0701A

Inspect By DoDAAC N00174

Ship To Code

Ship From Code ____

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Mark For Code _____

Service Approver (DoDAAC) S0701A

Service Acceptor (DoDAAC) S0701A

Accept at Other DoDAAC N/A

LPO DoDAAC _____

DCAA Auditor DoDAAC

Other DoDAAC(s) N/A

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

ray.walden@navy.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.

tammy.winters@navy.mil

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

(End of clause)

252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

(a) This clause only applies to covered contracts that are subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1 (see the FAR Appendix).

(b) Definitions. As used in this clause--

Acceptable contractor business systems means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

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Contractor business systems means--

(1) Accounting system, if this contract includes the clause at 252.242-7006, Accounting System Administration;

(2) Earned value management system, if this contract includes the clause at 252.234-7002, Earned Value Management System;

(3) Estimating system, if this contract includes the clause at 252.215-7002, Cost Estimating System Requirements;

(4) Material management and accounting system, if this contract includes the clause at 252.242-7004, Material Management and Accounting System;

(5) Property management system, if this contract includes the clause at 252.245-7003, Contractor Property Management System Administration; and

(6) Purchasing system, if this contract includes the clause at 252.244-7001, Contractor Purchasing System Administration. Significant deficiency, in the case of a contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(c) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract.

(d) Significant deficiencies.

(1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(e) Withholding payments.

(1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will withhold five percent of amounts due from progress payments and performance-based payments, and direct the Contractor, in writing, to withhold five percent from its billings on interim cost vouchers on cost-reimbursement, labor-hour, and time-and-materials contracts until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either correct the deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a

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notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will reduce withholding directly related to the significant deficiencies covered under the corrective action plan, to two percent from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the percentage withheld on interim cost vouchers to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3) Payment withhold percentage limits.

(i) The total percentage of payments withheld on amounts due under each progress payment, performance-based payment, or interim cost voucher, on this contract shall not exceed--

(A) Five percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten percent for significant deficiencies in multiple contractor business systems.

(ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means any of the following payments authorized under this contract:

(i) Interim payments under--

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts;

(D) Labor-hour contracts.

(ii) Progress payments.

(iii) Performance-based payments.

(5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

(6) The withholding of any amount or subsequent payment to the Contractor shall not be

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construed as a waiver of any rights or remedies the Government has under this contract.

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(f) Correction of deficiencies.

(1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will, as appropriate, discontinue the withholding of progress payments and performance-based payments, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contracting Officer will continue the withholding of progress payments and performance-based payments, and the Contractor shall continue withholding amounts from its billings on interim cost vouchers in accordance with paragraph (e) of this clause, and not bill for any monies previously withheld.

(iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

(iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will reduce withholding directly related to the significant deficiencies identified in the Contractor notification by at least 50 percent of the amount being withheld from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the payment withholding from billings on interim cost vouchers directly related to the significant deficiencies

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identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.

(v) At any time after the Contracting Officer reduces or discontinues the withholding of progress payments and performance-based payments, or directs the Contractor to reduce or discontinue the payment withholding from billings on interim cost vouchers under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to reinstate or increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(End of clause)

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

(a) Definitions. As used in this clause--

(1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that--

(i) Applicable laws and regulations are complied with;

(ii) The accounting system and cost data are reliable;

(iii) Risk of misallocations and mischarges are minimized; and

(iv) Contract allocations and charges are consistent with billing procedures.

(2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

(3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain an acceptable accounting system. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the clause at 252.242-7005, Contractor Business Systems, and also may result in disapproval of the system.

(c) System criteria. The Contractor's accounting system shall provide for--

(1) A sound internal control environment, accounting framework, and organizational structure;

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- (2) Proper segregation of direct costs from indirect costs;
 - (3) Identification and accumulation of direct costs by contract;
 - (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
 - (5) Accumulation of costs under general ledger control;
 - (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
 - (7) Approval and documentation of adjusting entries;
 - (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
 - (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
 - (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
 - (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
 - (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions;
 - (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
 - (14) Segregation of preproduction costs from production costs, as applicable;
 - (15) Cost accounting information, as required--
 - (i) By contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and
 - (ii) To readily calculate indirect cost rates from the books of accounts;
 - (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
 - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
 - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies.
- (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient

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detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

OTHER POINTS OF CONTACT – The Government points of contact for this Task Order are as follows:

OMBUDSMAN
NSWC IHEDOTD



PURCHASE OFFICE REPRESENTATIVE (POR)*
NSWC IHEODTD



*Note that the POR is the Contract Specialist

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PROCURING CONTRACTING OFFICER (PCO)

[REDACTED]

The Government reserves the right to unilaterally change the points of contacts at any time.

TYPE OF ORDER

This task order is a Cost-Plus-Fixed-Fee (CPFF) type for labor line items and cost-only for ODCs. The contractor shall devote the specified level of effort for the time periods(s) stated in Section F and H, as applicable.

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

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

Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

NAVAL SURFACE WARFARE CENTER INDIAN HEAD EXPLOSIVE ORDNANCE DISPOSAL TECHNOLOGY DIVISION (NSWC IHEODTD 76), NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/NSWC

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IHEODTD) (July 2017)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division, are:

HOLIDAYS*

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link:

<http://www.opm.gov/fedhol/index.asp>.

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3. The hours of operation for the Contracts Department and Receiving Branch are as follows:

AREA	FROM	TO
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INDIAN HEAD CAMPUS (Maryland):

Contracts Office (BLDG. 841)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 116)	7:30 A.M.	11:30 A.M.
	12:30 P.M.	3:30 P.M.

EOD CAMPUS (Maryland):

Receiving Office (BLDG. 2195)	7:30 A.M.	3:30 A.M.
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PICATINNY CAMPUS (New Jersey):

Contracts Office (BLDG. 61N)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 3355)	7:00 A.M.	3:30 A.M.

If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

4. NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division is a tenant of the Naval Support Activity South Potomac (NSASP) at Indian Head. Access to the NSASP at Indian Head Explosive Ordnance Disposal Technology Division shall be in accordance with NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Command Security Policy requirements.

Routine Physical Contractor Access to a Federally-controlled Activity

1. Activity Regulations

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All contractor personnel employed on the Activity shall become familiar with and obey all Activity regulations including but are not limited to installation access control policy, safety, traffic and security regulations. The contractor in the performance of work requirements must comply with these regulations.

2. Personally Identifiable Information (PII)

Personally Identifiable Information is information that can be used to distinguish or trace someone's identity. It includes information such as name, social security number, date and place of birth, mother's maiden name, and biometric records, including any other personnel information which is linked to an individual. When submitting any of this information in electronic communication methods ensure the subject line indicates "For Official Use Only (FOUO) Privacy Sensitive". Contractors who work with records that contain the aforementioned sensitive information are responsible for protection of PII. Failure to safeguard PII can result in identity theft as well as can result in criminal penalties against the individual and civil penalties against the agency. In order to protect PII, all documentation utilized by Naval Support Activity South Potomac (NSASP) for vetting and determining the fitness of individual requesting and/or requiring access to NSASP installations will be destroyed.

3. Citizenship

Individuals working on this contract must be U.S. citizens, immigrant/resident aliens who hold a current resident alien card with a photo; either the I-551 with a photo and without an expiration date or who hold the new type I-766 Employment Authorization Card (with magnetic strip, photo, hologram) issued by Homeland Security in their possession in order to enter the installation. As is the case with anyone allowed access to the installation, these individuals must also have a current driver's license or state issued identification card.

Resident aliens or those with a Homeland Security I-766 may work in the general or restricted areas but cannot enter or work inside technical buildings unless authorized by the cognizant command.

Those with any other type of work permit, resident cards with expiration dates, visas, etc. will not be granted access.

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4. Expected Visitor

Submission of personal information is required for the purpose of vetting individuals to ensure fitness for access to military installations, to include criminal record and sex offender registry status. In accordance with the Office of the Chief of Naval Operations (OPNAV), OPNAVINST 1752.3 dated 27 May 2009 sex offenders are prohibited from accessing Navy facilities. Information obtained will be destroyed once verified. Non-compliance in providing personal information will result in denial of access.

An expected visitor must identify the Company Name along with address, Date of the Visit, Visitor Name (first name, middle initial and last name), Social Security Number (SSN), Date of Birth, Citizenship, Driver's License or State issued ID (State issued, photo ID number and expiration date), Building Number Visiting, Point of Contact and Telephone number not later than five working days before the required visit to the Contracting Officer Representative (COR).

Prior to granting access, the aforementioned expected visitor information is required to be submitted to the COR.

On the day of the arrival, the person must bring their photo identification, vehicle registration and proof of insurance card. All visitors must stop at the Activity pass office for clearance.

5. Recurring Vendors, Contractors, Suppliers and Other Service Providers

NOTE: NSWC IHEODTD Picatinny Location is excluded from the DBIDS Credential System. The NSF Stump Neck Pass Office, Building 2185 CANNOT issue contractor DBIDS passes.

NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division has implemented the Defense Biometric Identification System (DBIDS) credentialing for contractors, vendors, and supplies requiring access to Navy Installations in the Continental United States, Hawaii, and Guam. DBIDS is a Department of Defense (DOD) system developed by the Defense Manpower Data Center (DMDC) as a force protection program designed to manage personnel, property and installation access for the DOD. This system increases installation security and communications by receiving frequent database updates on changes to personnel/credential status, law enforcement warrants, lost/stolen cards, and force protection conditions. Individuals currently using the Navy Commercial Access Control System (NCACS) credential for installation access are

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required to switch to a DBIDS credential no later than 14 August 2017. After 14 August 2017, the NCACS credential will no longer be valid for access to Navy Installations. There is no cost to obtaining a DBIDS credential The following DBIDS Information is provided:

4.5.1 Obtaining DBIDS Credentials, currently having an NCACS card:

Present your NCACS Card and a completed copy of the SECNAV FORM 5512/1 to a representative at the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Pass and ID Office. The Pass and ID Office will pull up your information in the computer, ensuring all information is current and correct. Once your information is validated, a temporary DBIDS credential is provided. Your temporary credential will have an expiration date, prior to which you will need to obtain your permanent DBIDS credential within 180 days. For each additional US Navy installation to which you need access, at the first visit you only need to bring your DBIDS credential and statement of purpose for access when arriving at their Visitor Control Center. The representative will enter base access authorization and then you may proceed to work.

4.5.2 Obtaining DBIDS Credentials, currently NOT having an NCACS card:

The following information must be provided to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Pass and ID Office. 1.) Letter or official document from your government sponsoring organization that provides the purpose for your access, 2). Present valid identification, such as a passport or Real ID Act-complaint state driver's license, and 3) present a completed copy of the SECNAV 5512/1 (Department of the Navy Local Population Card/Base Access Pass Registration) form to obtain your background check. Upon completion of the background check the Pass and ID Office representative will compete the DBIDS enrollment process, which includes your photo, finger prints, base restrictions, and several other assessments; after all this has been completed you will be provided with your new DBIDS credential for base access. Note: To determine if your state driver's license is Real ID Act-complaint visit the following website: <https://www.dhs.gov/real-id>

4.5.3 DBIDS Entry

After obtaining DBIDS credentials, employees present them to the officer at the entry control point to request entry to NAVSEA, Naval Surface Warfare Center Indian Head

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Explosive Ordnance Disposal Technology Division. Participants must wear and display their credential at all times while on the installation.

6. Activity Identification Badges

Security badges will be issued by the Government only to those contractor personnel who require access to NAVSEA, Naval Surface Warfare Center, Indian Head Explosive Ordnance Disposal Technology Division (NSWC IHEODTD), Naval Support Activity South Potomac (NSASP) in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COTR, Ordering or Contracting Officer. As contained in the DON Homeland Security Presidential Directive-12 (HSPD-12) dated 22 December 2011 policy, a National Agency Check with Inquiries (NACI) investigation with a favorable fingerprint result are the basis for the issuance of a Common Access Card (CAC). However, the Commanding Officer is the final adjudicating official for CAC issuance and will be based on OPM Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12. The command, during the adjudication, has the flexibility to apply the supplemental credentialing standards delineated in OPM Final Credentialing Standards for Issuing Personal Identity Verification Cards, in addition to the six basic standards if information is developed during the credentialing process that may present an unacceptable risk to the life, safety, or health of employees, contractors, vendors or visitors.

Contractors that require routine access to the installation shall obtain an identification badge accordance with Naval Support Activity South Potomac installation access control procedures.

Contractor employees shall submit an application for badge requests to the COR by providing their personal information such as Company Name and Address, Name (last name, first name and middle initial), SSN, Date of Birth, Citizenship, Driver's License or State issued ID (State issued, photo ID number and expiration date). Any lost or stolen badges shall immediately be reported to the COR along with the Security Office.

7. Badge Returns

Notify the Physical Security Office and the COR of all terminations of employees to ensure access levels are removed and all badges issued to the person by the Activity are returned.

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8. Installation Traffic and Parking Regulations

All contractors at NSASP are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), and NSASP regulations, policies and appropriate supported command instructions. All provisions of Virginia and Maryland vehicle codes apply unless one of the aforementioned regulations or policies is more restrictive.

Contractors must comply with NSASP Instruction 5560.1 dated 26 February 2009 for traffic control, parking control and traffic court at the Naval Support Activity, South Potomac installations for NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division This aforementioned instruction is located on the internet website, <http://dahlgrensharks.com/NSASPINST%205560.1%20Installation%20Traffic%20&%20Parking%20Regulations.pdf>. Any violations of the instruction, Navy or DoD regulation or policy, or state or federal laws may result in a wide range of penalties. These may include but are not limited to: criminal charges, civil charges, vehicle towing, vehicle impoundment at owner's expense, and/or other administrative or legal action up to and including removal of vehicle or individuals from the confines of NSASP installations.

Privately owned vehicles that operate on the Activity must comply with state inspection requirements of the state in which the vehicle is registered.

Regardless of status, all vehicles and personnel entering and exiting the Activity shall be subject to searches to ensure the overall readiness of the Activity.

All drivers entering shall possess a valid driver's license, issued by competent authority, on their person when operating a motor vehicle. In addition, all vehicles shall have a current registration, license plates, and proof of insurance.

All personnel onboard the Activity are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), NSASP regulations and State laws, policies and appropriate supported commands instructions in support of the mission.

9. Smoking Policy

Smoking is prohibited within and outside of all buildings on the installation activity except in designated areas. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines. Matches or lighters and other

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spark/flame producing devices are prohibited in the Activity restricted area. Only installed electric lighters shall be allowed in designated smoking areas. A vehicle is not a designated smoking area.

10. Hand Held Cellular Devices and Earpieces

11. All vehicle operators onboard the Activity shall not use cell phones unless the vehicle is safely parked or unless they are using a hands free device. Use of cellular phones, CB radios, walkie-talkies, and other portable radio transmitters is prohibited in the restricted areas beyond NSASP NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division unless approved by the hazards of electromagnetic radiation to ordnance (HERO) program manager.

12. Restrictions on Electronic Devices – In accordance with NAVSEA Instruction 5510.2C dated 7 August 2012 entitled “NAVSEA Access and Movement Control” designates that any device or equipment capable of recording, transmitting, or exporting photographic images or audible information of any kind is strictly prohibited within all NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division buildings and detachments.

1. Photographic Equipment

Photographic equipment of any kind is prohibited within the restricted area unless a camera permit is approved by their command and issued by the Activity Pass and ID.

2. Early Dismissal and Closure of NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division 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, on-site contractor personnel regularly assigned to work at that facility shall 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 shall go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors shall monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a

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delayed arrival basis.

External local media (television and radio) will be used to communicate the working status for employees of NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division for inclement weather. Ensure to look/listen for the notifications specific to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division.

Television Stations:

WRC-TV – Channel 4
[/?nid=667](http://www.wrcv.com/?nid=667))

Fox – Channel 5

ABC News – Channels 7 and 8

WUSA – Channel 9

WJZ-TV – Channel 13 (CBS – Baltimore)

Radio Stations:

WTOP – 103.5 FM (<http://www.wtop.com>)

WSMD – 98.3 FM

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 off site as permitted by parent company policy or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the nonworking hours to the contract or task order.

Non-essential contractor personnel are not permitted to remain or work at a Government facility when the facility is closed to Federal employees and/or early dismissal of Federal employees.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closing in accordance with FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract or task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allow ability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy

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SLINID	PR Number	Amount
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700001	130069447100001	499000.00
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LLA :

AA 1781804 4D4D 251 00019 0 050120 2D 000000 A00004379442

BASE Funding 499000.00

Cumulative Funding 499000.00

MOD P00001 Funding 0.00

Cumulative Funding 499000.00

MOD P00002 Funding 0.00

Cumulative Funding 499000.00

MOD P00003

700002	130069447100003	496000.00
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LLA :

AB 1781804 4D4D 251 00019 0 050120 2D 000000 A00004379442

MOD P00003 Funding 496000.00

Cumulative Funding 995000.00

MOD P00004

700003	130069447100004	195000.00
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LLA :

AC 1781804 4D4D 251 00019 0 050120 2D 000000 A00004379442

700004	130073077400001	88000.00
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LLA :

AD 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004627539

700005	130073130300001	7000.00
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LLA :

AE 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004630988

MOD P00004 Funding 290000.00

Cumulative Funding 1285000.00

MOD P00005

700006	130069447100005	620000.00
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LLA :

AF 1781804 4D4D 251 00019 0 050120 2D 000000 A00004379442

MOD P00005 Funding 620000.00

Cumulative Funding 1905000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

NAVSEA 5252.216-9122 LEVEL OF EFFORT – ALTERNATE I (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in

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fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

(h) Within 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;

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

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

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:

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
7000	██████████	██████████	06 March 2018 - 05 March 2019
9000	\$0.00	\$0.00	06 March 2018 - 05 March 2019

(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,

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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) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed.

Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

Voluntary Protection Program (VPP)

1. Voluntary Protection Program:

1.1. In August 2006, Indian Head Division (IHD) Naval Surface Warfare Center (NSWC) was nominated to participate in the DoD Voluntary Protection Program Center of Excellence Implementation Initiative of the Defense Safety Oversight Council (DSOC). The Voluntary Protection Program (VPP) was established by the Occupational Safety and Health Administration (OSHA) in 1982 to recognize and promote effective worksite-based safety and health management systems. IHD NSWC, through the utilization of VPP, desires to be a model of safety and health excellence. VPP's emphasis on trust and cooperation between OSHA, the employer, employees, employees representatives, and contractors complements the Agency's enforcement activity but does not take its place. All parties, including Contractors, are to work together to identify and resolve any safety and health problems that may arise, yet obtain Contracting Officer approval of any changes that would impact the terms of the contract. IHD NSWC as the VPP participant develops and implements systems to effectively identify, evaluate, prevent, and control occupational hazards so that injuries and illnesses to employees and contractors are prevented. Contractor and sub-contractor personnel are subject to occupational safety and health oversight. This oversight will be accomplished by IHD NSWC personnel and Contracting Officers. Contractors, sub-contractors, and their employees, while in performance of a contractual action on-site within the geographical boundaries of Naval Support Facility (NSF) Indian Head, shall be subject to the requirements of the

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IHDIVNAVSURFWARCENINST 5100.22, "Safety Manual" regardless of the type or duration of the contract. Chapter 13 of the IHDIVNAVSURFWARCENINST 5100.22, "Safety Manual", entitled "Contractor Safety" is provided as

Attachment 8. Appendix 13-A, of the chapter 13 entitled "Contractor Safety Requirements When Performing

Work at the Naval Support Facility (NSF) Indian Head, MD" shall be signed by the Contractor prior to

commencement of services on-site at NSF Indian Head. The Contractor shall maintain one signed copy for future

reference in educating its personnel and sub-contractors. A second signed copy shall be provided to the Contracting

Officer to be maintained in the contract file. If an occupational safety or health related injury or illness occurs during

the performance or as a result of this contractual action, the Contractor shall notify the Contracting Officer

Representative (COR) as soon as practicable, who will notify the Safety Office and the Contracting Officer.

1.2 In support of VPP and in compliance with Chapter 13 of the Safety Manual, entitled "Contractor Safety," all

Contractors performing on-site at NSF Indian Head shall comply with the following:

1.2.1 Public Law 91-596 (and Amendments), also known as the Occupational Safety and Health Act of 1970, establishes that all employers, including Contractors, are responsible, as far as possible, for providing every employee a safe and healthful working environment. All employers,

including Contractors, shall conform to the standards as issued by OSHA. Contractors are responsible for complying with safety requirements specified in the contract as well as all Federal, State, and local safety and security regulations. Non-compliance may be cause for the removal of a Contractor or any Contractor employee from the activity and such non-compliance may form the basis for contractual action, up to and including termination for default.

1.2.2 Contractor personnel shall participate in basic safety awareness and hazard identification training offered by the Government activity at the work area they are supporting. Contractors performing on-site shall attend area weekly safety meetings and annual safety stand-downs, as determined by the COR.

1.3 The best Safety and Health Programs involve every level of the organization, instilling a safety culture that

reduces accidents for workers and improves the bottom line for managers. When Safety and Health are part of the

organization and a way of life, everyone wins. IHD NSWC is committed to safety excellence. The Contractor shall

familiarize itself with the IHDIVNAVSURFWARCENINST 5100.22, "Safety Manual," Appendix 13-C entitled

"OSHA Voluntary Protection program (VPP) Fundamentals Training for Contractors".

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2. Contractor On Site Training:

2.1 A Contractor providing support on-site at any IHD NSWC site may be required to have its on-site Contractor personnel participate in training covering rules, practices, procedures, equipment and systems, as needed, based on the type of support being provided. This training may include, but is not limited to: Operation Security training (OPSEC); Personally Identifiable Information training; DoD Information Assurance Awareness training; Information Technology Security; Voluntary Protection Program (VPP) training; and Personnel Security training.

2.1.2 This training will be provided at no cost by the IHD NSWC site and will take place on-site during normal contract working hours without any additional compensation for the Contractor. This training does not relieve the Contractor of its responsibility to train its employees in such areas as environment, health, safety, security, sexual harassment, ethics, etc. to ensure compliance with all federal, state, and local laws and DoD regulations.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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(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.

5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT) (SEP 2009)

(a)(1) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(2) For the purposes of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR Part 45.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

To be identified in Technical Instructions.

c)(1) In the event that the cumulative total acquisition costs (actual or estimated) of all facilities provided by the Naval Sea Systems Command to the Contractor at the same plant or general location (including the facilities to be furnished hereunder) does not exceed \$50,000, such facilities shall be provided to the Contractor as Government Property subject to and in accordance with the clause entitled "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5), unless there is in existence a facilities management contract at the same plant or general location.

(2) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

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*(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

To be identified in Technical Instructions.

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved. The aggregate total value of facilities provided shall in no case exceed \$50,000 at any one plant or general location.

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SECTION I CONTRACT CLAUSES

52.216-7 -- Allowable Cost and Payment. Allowable Cost and Payment (Jun 2013)

(a) *Invoicing.*

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the ____30th____ day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

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(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks

(d) *Final indirect cost rates.*

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

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- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) *Subcontract information.* Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changes from the previous year's submission).
- (F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, etc).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.

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(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this sections, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

- (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in

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paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.*

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years

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following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable. Updated clauses have been incorporated and supersede the clauses in the basic IDIQ contract.

FAR 52.203-12 –LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

FAR 52.203-13—CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) FAR 52.204-2 – SECURITY REQUIREMENTS (AUG 1996)

FAR 52.204-9 – PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

FAR 52.204-10 -- REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

FAR 52.204-12 – UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)

FAR 52.204-13 -- SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

FAR 52.209-2 – PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (NOV 2015)

FAR 52.209-6 -- PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

FAR 52.209-9 -- UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

FAR 52.209-10 -- PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)

FAR 52.215-23 -- LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) FAR

52-216-7 -- ALLOWABLE COST AND PAYMENT (JUL 2013)

FAR 52.216-11 -- COST CONTRACT -- NO FEE (APR 1984)

FAR 52.219-8 -- UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

FAR 52.219-9 -- SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)

FAR 52.219-16 -- LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)

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FAR 52.222-50 -- COMBATTING TRAFFICKING IN PERSONS (MAR 2015)
 FAR 52.223-18 – ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
 FAR 52.232-18 – AVAILABILITY OF FUNDS (APR 1984)
 FAR 52.232-20 -- LIMITATION OF COST (APR 1984)
 FAR 52.232-22 -- LIMITATION OF FUNDS (APR 1984)
 FAR 52.232-25 -- PROMPT PAYMENT ALTERNATE I (FEB 2002)
 FAR 52.232-33 -- PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
 FAR 52.232-39 -- UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
 FAR 52.232-40 -- PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
 FAR 52.233-3 -- PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
 FAR 52.233-4 --APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
 FAR 52.244-2 --SUBCONTRACTS
 FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)
 FAR 52.245-1 – GOVERNMENT PROPERTY (APR 2012)
 FAR 52.245-9 – USE AND CHARGES (APR 2012)
 252.201-7000 -- CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
 252.203-7000 – REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (2011)
 252.203-7002 – REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
 252.204-7000 -- DISCLOSURE OF INFORMATION (AUG 2013)
 252.204-7002 -- PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
 252.204-7003 – CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
 252.204-7004 -- ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)
 252.204-7005 – ORAL ATTESTATION OF SECURITY RESPONSIBILITY (NOV 2001)
 252.204-7008 -- COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)
 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)
 252.204-7015 – NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT (MAY 2016)
 252.209-7004 – SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 2014)
 252.211-7007 – REPORTING OF GOVERNMENT FURNISHED PROPERTY (AUG 2012)
 252.219-7003 -- SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) —BASIC (MAR 2016)
 252.222-7006 – RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
 252.232-7003—ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
 252.232-7010 – LEVIES ON CONTRACT PAYMENTS (DEC 2006)
 252.244-7000 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
 252.244-7001 – CONTRACTOR PURCHASING SYSTEM ADMINISTRATION – BASIC (MAY 2014)

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252.245-7001 – TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)

252.245-7002 – REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

252.245-7003 – CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

252.245-7004 – REPORTING, REUTILIZATION AND DISPOSAL (MAY 2013)

252.247-7023 -- TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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SECTION J LIST OF ATTACHMENTS

Quality Assurance Surveillance Plan (QASP)

DD254 (revised modification P00002)

DD254 Continuation Sheet (revised modification P00002)

Key Personnel (revised modification P00002)

Contract Administration Plan

VFS CDRLs (revised modification P00005)

Subcontracting Plan