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|--|----------------------------------|--|--------------------------|---------------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. 16 | 3. EFFECTIVE DATE 19-Oct-2018 | 4. REQUISITION/PURCHASE REQ. NO. 1300749702 | | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 3373 Crane IN 47522-5001 | CODE N00164 | 7. ADMINISTERED BY (If other than Item 6) DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234 | | CODE S0701A 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) |
| CAGE CODE 6XWA8 FACILITY CODE | | [X] 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-FC48 |
| | | 10B. DATED (SEE ITEM 13) 29-Mar-2016 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

| | |
|--------------------------|---|
| (*) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input type="checkbox"/> | |
| [X] | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

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

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

| | | | |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| | | [REDACTED] | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY [REDACTED] (Signature of Contracting Officer) | 19-Oct-2018 |

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GENERAL INFORMATION

The purpose of this modification is to **(1)** provide incremental funding. Accordingly, said Task Order is modified as follows:

The total potential amount of this task order remains **\$4,920,049.00**.

1. FUNDING INFORMATION:

Refer to Section B and G of the task order for incrementally funded SLIN and ACRN additions.

The total funded amount currently available for payment is hereby increased by **\$135,000.00** from \$1,287,015.00 to \$1,422,015.00.

The clause Limitation of Funds (FAR 52.232-22) applies. The Government is not obligated to reimburse the Contractor for cost incurred in excess of **\$1,422,015.00** unless additional funds are made available and incorporated as a modification to this order.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,287,015.00 by \$135,000.00 to \$1,422,015.00.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|-----------|------------|------------|
| 7401AD | WCF | 0.00 | 35,000.00 | 35,000.00 |
| 7401AE | WCF | 0.00 | 100,000.00 | 100,000.00 |

The total value of the order is hereby increased from \$1,727,693.00 by \$0.00 to \$1,727,693.00.

| CLIN/SLIN | From (\$) | By (\$) | To (\$) |
|-----------|------------|--------------|------------|
| 7400 | 178,999.00 | (135,000.00) | 43,999.00 |
| 7401AD | 0.00 | 35,000.00 | 35,000.00 |
| 7401AE | 0.00 | 100,000.00 | 100,000.00 |

The Period of Performance of the following line items is hereby changed as follows:

| CLIN/SLIN | From | To |
|-----------|------|------------------------|
| 7401AD | | 10/19/2018 - 3/28/2019 |
| 7401AE | | 10/19/2018 - 3/28/2019 |

| | | | | |
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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 | R425 | Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW Herein. Base Year 1 Labor. See Note A (Fund Type - TBD) | | | | | \$34,905.00 |
| 7001 | | Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. | | | | | \$499,720.00 |
| 7001AA | R425 | Funding in support of TI-01 (Explosive Safety Support). (WCF) | 1.0 | LO | | | \$64,750.00 |
| 7001AB | R425 | Funding in support of TI-02 (General Safety Support). (WCF) | 1.0 | LO | | | \$90,000.00 |
| 7001AC | R425 | Funding in support of TI-03 (Department Safety Coordinator Support). (WCF) | 1.0 | LO | | | \$10,000.00 |
| 7001AD | R425 | Funding in support of TI-03 (Department Safety Coordinator Support). (WCF) | 1.0 | LO | | | \$30,000.00 |
| 7001AE | R425 | Funding in support of TI-03 (Department Safety Coordinator). (WCF) | 1.0 | LO | | | \$33,500.00 |
| 7001AF | R425 | Funding in support of TI-1 (Explosive Safety Support). (WCF) | 1.0 | LO | | | \$31,000.00 |
| 7001AG | R425 | Funding in support of TI-2 (Occupational Safety & Health Support)(OSH) (WCF) | 1.0 | LO | | | \$78,000.00 |
| 7001AH | R425 | Funding in support of TI-03, (Department Safety Coordinator). (WCF) | 1.0 | LO | | | \$21,600.00 |
| 7001AJ | R425 | Funding in support of TI-01 (Explosive Safety Support). Deobligated \$11,830.00 from \$55,000.00 to \$43,170.00 on MOD 8. (WCF) | 1.0 | LO | | | \$43,170.00 |
| 7001AK | R425 | Funding in support of TI-02 (General Safety Support). Deobligated \$4,050.00 from \$78,000.00 to \$69,882.25 on MOD 8. (WCF) | 1.0 | LO | | | \$73,950.00 |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|------------|------|------------|------------|--------------|
| 7001AL | R425 | Funding in support of TI-03, to fund Safety Coordinator. Deobligated \$1,850.00 from \$25,600.00 to \$23,750.00 on MOD 8. (WCF) | 1.0 | LO | ██████████ | ██████████ | \$23,750.00 |
| 7100 | R425 | Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Base Year 1 Surge Labor. See Notes B and C. (Fund Type - TBD) Option | ██████████ | █ | ██████████ | ██████████ | \$254,075.00 |
| 7200 | R425 | Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 1 Labor. See Note A (Fund Type - TBD) | ██████████ | █ | ██████████ | ██████████ | \$162,095.00 |
| 7201 | | Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. | | | | | \$391,310.00 |
| 7201AA | R425 | Funding in support of TI-201 (Explosive Safety Support). Deobligating \$8,000.00 on MOD 12, leaving a balance of \$74,000.00. (WCF) | 1.0 | LO | ██████████ | ██████████ | \$74,000.00 |
| 7201AB | R425 | Funding in support of TI-202 (General Safety Support). (WCF) | 1.0 | LO | ██████████ | ██████████ | \$183,500.00 |
| 7201AC | R425 | Funding in support of TI-201 (Explosive Safety Support). Deobligating \$82,410.00, leaving a balance of \$0.00. (WCF) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 7201AD | R425 | Funding in support of TI-202 (General Safety Support). Deobligating \$50,000.00 on MOD 12, leaving a balance of \$133,810.00. (WCF) | 1.0 | LO | ██████████ | ██████████ | \$133,810.00 |
| 7300 | R425 | Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option | ██████████ | █ | ██████████ | ██████████ | \$256,330.00 |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|--------|------|------------|------------|--------------|
| | | Year 1 Surge Labor. See Notes B and C. (Fund Type - TBD) | | | | | |
| | | Option | | | | | |
| 7400 | R425 | Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 2 Labor. See Note A (Fund Type - TBD) | ██████ | █ | ██████████ | ██████████ | \$43,999.00 |
| 7401 | | Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. | | | | | \$515,000.00 |
| 7401AA | R425 | Funding in support of TI-301 (Explosive Safety Support). (WCF) | 1.0 | LO | ██████████ | ██████████ | \$85,000.00 |
| 7401AB | R425 | Funding in support of TI-302 (Occupational Safety Support). (WCF) | 1.0 | LO | ██████████ | ██████████ | \$184,000.00 |
| 7401AC | R425 | Funding in support of TI-302 (General Safety Support). (WCF) | 1.0 | LO | ██████████ | ██████████ | \$111,000.00 |
| 7401AD | R425 | Funding in support of TI-301 (Explosive Safety Support). (WCF) | 1.0 | LO | ██████████ | ██████████ | \$35,000.00 |
| 7401AE | R425 | Funding in support of TI-302 (General Safety Support). (WCF) | 1.0 | LO | ██████████ | ██████████ | \$100,000.00 |
| 7500 | R425 | Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 2 Surge Labor. See Notes B and C. (Fund Type - TBD) | ██████ | █ | ██████████ | ██████████ | \$482,094.00 |
| | | Option | | | | | |
| 7600 | R425 | Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 3 Labor. See Note A (Fund Type - TBD) | ██████ | █ | ██████████ | ██████████ | \$565,243.00 |
| | | Option | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|------|---|-----|------|-----------|-----------|--------------|
| 7700 | R425 | Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 3 Surge Labor. See Notes B and C. (Fund Type - TBD) Option | | | | | \$487,501.00 |
| 7800 | R425 | Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 4 Labor. See Note A (Fund Type - TBD) Option | | | | | \$586,821.00 |
| 7900 | R425 | Non-personal engineering, technical, and management support services in the areas of technical support services, scientific/engineering analysis and studies, technical data support, and data management support IAW SOW herein. Option Year 4 Surge Labor. See Notes B and C. (Fund Type - TBD) Option | | | | | \$494,064.00 |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|---|-----|------|-----------|-----------|------|
| 7999 | | 7999 Data in accordance with SOW and CDRLs A001-A019 and applicable DIDs. The price/cost for all data/tech data generated by the Contractor in the performance of this procurement effort is included in the price/cost paid by the Government under CLINs 7000-7900. | 1.0 | LO | | | NSP |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|------|---|-----|------|-------------|-----------|------------|
| 9000 | R425 | Other Direct Cost in support of CLIN 7000 IAW SOW herein. Base Year 1 ODC. (Fund Type - TBD) | 1.0 | LO | \$17,600.00 | | |
| 9001 | | Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. | | | | | \$9,300.00 |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|-------------|
| 9001AA | R425 | Funding in support of T-01 (Explosive Safety Support). (WCF) | 1.0 | LO | \$4,800.00 |
| 9001AB | R425 | Funding in support of TI-02 (General Safety Support). Note: Deobligated \$2,500 from \$2,500 to \$0 on MOD 4. (WCF) | 1.0 | LO | \$0.00 |
| 9001AC | R425 | Funding in support of TI-1 (Explosive Safety Support). (WCF) | 1.0 | LO | \$4,500.00 |
| 9100 | R425 | Other Direct Cost in support of CLIN 7000 IAW SOW herein. Base Year 1 SURGE ODC. (Fund Type - TBD) Option | 1.0 | LO | \$2,501.00 |
| 9200 | R425 | Other Direct Cost in support of CLIN 7200 IAW SOW herein. Option Year 1 ODC. (Fund Type - TBD) | 1.0 | LO | \$26,699.00 |
| 9201 | | Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. | | | \$185.00 |
| 9201AA | R425 | Funding in support of TI-201 (Explosive Safety Support). Deobligating \$3,500.00 on MOD 12, leaving a balance of \$0.00. (WCF) | 1.0 | LO | \$0.00 |
| 9201AB | R425 | Funding in support of TI-202 (General Safety Support). (WCF) | 1.0 | LO | \$185.00 |
| 9201AC | R425 | Funding in support of TI-201 (Explosive Safety Support). Deobligating \$3,500.00 on MOD 12, leaving a balance of \$0.00. (WCF) | 1.0 | LO | \$0.00 |
| 9201AD | R425 | Funding in support of TI-202 (General Safety Support). Deobligating \$3,500.00 on MOD 12, leaving a balance of \$0.00. (WCF) | 1.0 | LO | \$0.00 |
| 9300 | R425 | Other Direct Cost in support of CLIN 7200 IAW SOW herein. Option Year 1 SURGE ODC. (Fund Type - TBD) Option | 1.0 | LO | \$2,499.00 |
| 9400 | R425 | Other Direct Cost in support of CLIN 7400 IAW SOW herein. Option Year 2 ODC. (Fund Type - TBD) | 1.0 | LO | \$20,380.00 |
| 9401 | | Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. | | | \$6,500.00 |
| 9401AA | R425 | Funding in support of TI-301 (Explosive Safety Support). (WCF) | 1.0 | LO | \$1,500.00 |
| 9401AB | R425 | Funding in support of TI-302 (Occupational Safety Support). (WCF) | 1.0 | LO | \$1,500.00 |
| 9401AC | R425 | ODC Funding in support of TI-301 (Explosive Safety Support). (WCF) | 1.0 | LO | \$3,500.00 |
| 9500 | R425 | Other Direct Cost in support of CLIN 7400 IAW SOW herein. Option Year 2 SURGE ODC. (Fund Type - TBD) Option | 1.0 | LO | \$2,498.00 |
| 9600 | R425 | Other Direct Cost in support of CLIN 7600 IAW SOW herein. Option Year 3 ODC. (Fund Type - TBD) Option | 1.0 | LO | \$26,864.00 |
| 9700 | R425 | Other Direct Cost in support of CLIN 7600 IAW SOW herein. Option Year 3 SURGE ODC. (Fund Type - TBD) Option | 1.0 | LO | \$2,497.00 |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|------|------|---|-----|------|-------------|
| 9800 | R425 | Other Direct Cost in support of CLIN 7800 IAW SOW herein. Option Year 4 ODC. (Fund Type - TBD) Option | 1.0 | LO | \$26,872.00 |
| 9900 | R425 | Other Direct Cost in support of CLIN 7800 IAW SOW herein. Option Year 4 SURGE ODC. (Fund Type - TBD) Option | 1.0 | LO | \$2,497.00 |

CNIN-NOTICE-0002 NSWC CRANE GENERAL PROCUREMENT INFORMATION (APR 2014)

1. BUSINESS HOURS

NSWC Crane Division allows flexible working hours for its employees. The core time when all employees are scheduled to work is 9:00 am to 3:00 pm (local time).

2. TAX EXEMPTION

Section 39(A) and Section 6 of the Indiana Gross Income Tax Act of 1933, specifically exempts NSWC Crane Division as a government activity from any payment of sales and use taxes.

The assigned Exemption Number is 0018103400015

3. VENDOR SURVEY

NSWC Crane Contracting Department's mission is to provide responsive, best-value contracting and acquisition support for all customers, accomplished in partnership with industry, academia, and other Government activities, while maintaining the public's trust and fulfilling public policy objectives. In an effort to continually improve our services, the Contracting Office is conducting a survey of our vendors. Your comments will help us determine if we are accomplishing our mission and provide recommendations for ways to improve our processes. Please consider taking the time to complete the survey which can be accessed at the following address:

http://www.navsea.navy.mil/nswc/crane/working/contracting/Lists/Vendor_Survey/overview.aspx.

4. NSWC CRANE VISITOR INFORMATION: PORTABLE ELECTRONIC DEVICE POLICY

NSWC Crane has implemented full compliance with the NAVSEA Access and Movement Control Instruction 5510.2C, dated 7 August 2012, which restricts the use of portable electronic devices (PEDs) in all NAVSEA spaces. In accordance with NSWC Crane Policy Letter 14-02 dated 20 March 2014, all government civilian, military and contractor personnel assigned to NSWC Crane and all visitors are prohibited from bringing any device or equipment capable of recording, transmitting or exporting photographic images or audible information of any kind into NSWC Crane spaces. This policy prohibits all personal electronic devices other than personal cell phones. For the purpose of this policy, "spaces" include outdoor ranges and test areas. NSWC Crane areas will be clearly marked. Prohibited devices include: MP3 players, e-readers, digital recording devices, laptop and tablet computers, and/or other electronic devices not provided by the government or specifically authorized. One-way pagers are allowed for fire, safety and security purposes. These devices can be used in non-NSWC Crane areas.

5. RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

A new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential

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Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

For contracts which include the FAR 52.204-9 Personal Identity Verification of Contractor Personnel or will otherwise require frequent access to the Naval Support Activity (NSA)/NSWC Crane site, contractors should consider taking advantage of the benefits available from the RAPIDGate program. A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer.

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is Jon Thomas, and can be reached at Jon.M.Thomas@Navy.mil or at 812-854-5642.

Additional information is available at <http://www.rapidgate.com/rapidgate>

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 COSTS 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 PAYMENTS OF FEE(S) (LEVEL OF EFFORT - ALTERNATE 1) (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.

| FIXED FEE TABLE | | | | | | |
|-----------------|---------------|---------------|--------------------------|-------------------|---------------------|----------------------------|
| CLIN | Contract Type | Man-Hour (Hr) | Hourly Rate(s) | | Totals | |
| | | | Estimated Cost/Hr (Rate) | Fixed Fee/Hr (FF) | Fixed Fee (Hr x FF) | Estimated Cost (Hr x Rate) |
| 7000 | CPFF | 8,644.00 | \$58.45 | \$ 3.40 | \$29,408.00 | \$505,217.00 |
| 7100 | CPFF | 5,904.00 | \$41.78 | \$1.25 | \$7,400.00 | \$246,675.00 |
| 7200 | CPFF | 8,811.00 | \$59.35 | \$3.46 | \$30,453.00 | \$522,952.00 |
| 7300 | CPFF | 5,904.00 | \$42.15 | \$1.26 | \$7,466.00 | \$248,864.00 |
| 7400 | CPFF | 8,806.00 | \$59.99 | \$3.49 | \$30,758.00 | \$528,241.00 |
| 7500 | CPFF | 9,948.00 | \$47.05 | \$1.41 | \$14,042.00 | \$468,052.00 |

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|------|------|----------|---------|--------|-------------|--------------|
| 7600 | CPFF | 8,806.00 | \$60.66 | \$3.53 | \$31,099.00 | \$534,144.00 |
| 7700 | CPFF | 9,942.00 | \$47.61 | \$1.43 | \$14,199.00 | \$473,302.00 |
| 7800 | CPFF | 8,963.00 | \$61.87 | \$3.60 | \$32,302.00 | \$554,519.00 |
| 7900 | CPFF | 9,942.00 | \$48.25 | \$1.45 | \$14,390.00 | \$479,674.00 |

(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) (APR 2015)

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

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

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

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

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

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

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 SCOPE

This Statement of Work (SOW) sets forth the requirements for non-personal engineering, technical, management, scientific/engineering analysis and studies, technical data support, and data management support services for the safety functions at Naval Surface Warfare Center (NSWC), Crane Division Infrastructure Division of the Corporate Operations Department.

Safety program support includes providing safety related technical input for new processes and facility design, process control through Standard Operating Procedures (SOPs), and employee qualification and certification. Support for the assessment of risk, development of program requirements, and monitoring of results in the field is also required. There is a minor requirement for assigned tasking to be accomplished at Fallbrook, CA and Hawthorne, NV to have mission safety support to ensure testing operations are in accordance with Naval Sea Systems Command (NAVSEA) directives. Additional site visits and periodic sampling will be conducted at the Lake Glendora Test Facility in Sullivan, IN to ensure OSH and explosives safety compliance with applicable regulations.

The support shall include the development of specific site approval packages for explosive related facilities or those facilities encumbered by explosive related facilities such as operating buildings and explosives storage magazines. The contractor shall also provide assistance in the physical security program oversight to the host command and all tenant command activities that support operations involving the use of or access to arms, ammunition and explosives.

1.1 BACKGROUND

The Safety Branch is comprised of three different disciplines: Occupational Safety and Health, Explosives Safety, and Radiation Safety. These three disciplines require knowledge of the requirements, review of the existing program status, and preparation of technical documentation within short periods of time to ensure that compliance is met and the facility maintains readiness.

1.2 Applicable Paragraphs

This Task Order (TO) applies to the following SOW paragraphs of the basic SeaPort Enhanced (Seaport-e) Multiple Award Contract (MAC):

3.18 Training Support

3.20 Program Support

2.0 APPLICABLE DOCUMENTS

The following documents of the revision or issue in effect at the date of Order, or as otherwise specified by the TI, form a part of this SOW for reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

2.1 Specification – Mandatory Compliance

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| Document Number | Title |
|-----------------------------|---|
| NAVSEA OP-5 Vol 1 | Ammunition and Explosive Ashore Safety |
| NSWCCRANEINST 8000.1 F Ch.1 | Standard Operating Procedures Program for the Processing Of Expendable Ordnance |
| NSACRANEINST 8020.1C | Explosives Safety Program at Naval Support Activity Crane |
| NSWCCRANEINST 5100.1A | Occupational Safety and Health Program |

2.2 Standards - Mandatory Compliance

| Document Number | Title |
|-----------------|-------------------------------|
| DOD-STD-100D | Engineering Drawing Practices |

2.3 Other Publications and Regulations

| | |
|--------------------------|--|
| 29 CFR 1910 | Occupational and Safety and Health Standards |
| 40 CFR | Protection of Environment |
| 49 CFR 173.2 | Hazardous Materials Classes and Index to Hazard Classifications |
| Titles 326, 327, 329 IAC | Indiana Administrative Code Title 326 Air Pollution Control Board Title 327 Water Pollution Control Board Title 329 Solid Waste Management Board |
| 29 CFR 1904 | Recording and Reporting Occupational Injuries and Illness |
| 29 CFR 1915 | Occupational Safety and Health Standards for Shipyard Employment |
| 29 CFR 1926 | Safety and Health Regulations for Construction |

2.4 Instructions and Directives

| | |
|---|---|
| NSA/NSWC/NAVFAC CRANE INST 5090.2C | Hazardous Waste Management Plan |
| OPNAV INSTRUCTION 5090.1D | Environmental And Natural Resources Program Manual |
| NSAINST/NSWCCRANEINST/NAVFACMWINST NSACRANEINST 5100.7 5090.6 | Hazardous Materials Control and Management Program |
| NSACRANEINST 5090.5D | Oil and Hazardous Substances Spill Contingency Plan |
| NSACRANEINST 5100.23A | Asbestos Program |
| NSACRANEINST 8020.1C Chapter 10 | Explosives Personnel Qualification and Certification Program |
| NSWCCRANEINST 8000.1F Ch.1 | Standard Operating Procedures Program for Processing of Expendable Ordnance |
| NSACRANEINST 8020.1C Chapter 4 | Parking of Privately-Owned Vehicles (POVs) in Explosive Storage Magazine Areas |

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| NSACRANEINSTR 8020.1C Chapter 11 | Hazards of Electromagnetic Radiation to Ordnance (HERO) Program |
| NSWCCRANEINST 5720.1 | Release of Technical Papers and Documents to the Public |
| OPNAV 5530.13C | Physical Security Instruction for Conventional Arms, Ammunition and Explosives |
| DOD Manual 5100.76-M | Physical Security of Sensitive Conventional Arms, Ammunition and Explosives |
| NOSSAINST 8020.22 | Explosives Safety Site Approval Documentation Requirements Submittal, Review, Approval, and Oversight |
| NOSSAINST 8020.15D | Explosives Safety Review, Oversight, and Verification of Munitions Responses |
| OPNAV 5100.23G | Navy Safety and Occupational Health Program Manual |
| NSWCCRANEINST 5100.3 | Lithium Battery Safety Program |
| NSWCCRANEINST 5100.2 | Contractor Safety and Health Program |
| NAVSUP Pub 538 | Management of Materials Handling Equipment (MHE) and Shipboard Mobile Support Equipment (SMSE) |
| NAVFAC P-307 | Management of Weight Handling Equipment |

3.0 REQUIREMENTS

The Contractor shall collect, analyze, assess, prepare, review, recommend, evaluate, develop, inspect, validate, and deliver data as required by TI. The Contractor shall assess problems, recommend corrective actions, make repairs, and test and monitor IAW TIs. The contractor must be able to support surge and short term projects with subject matter experts.

3.1 Research and Development Support- N/A

3.2 Engineering, System Engineering, and Process Engineering Support

3.2.1 Site Approvals

Site Plans will be developed IAW NOSSAINST 8020.22 Explosives Safety Site Approval Documentation Requirements, Submittal, Review, Approval, and, Oversight.

The Contractor shall prepare explosives safety quantity distance (ESQD) arc drawings (CDRL A010) and data sheets as appropriate to describe the proposed facility as a potential explosive site (PES), and its relationship to the surrounding facilities both inert related and explosive related exposed site (ES). Crane's PES database shall be provided as GFI. The Contractor shall use Crane's PES database as a basis for establishing the drawings.

The Contractor shall prepare a Justification & Rationale IAW NOSSAINST 8020.22 and cover sheets for the project describing the contents of the Site Approval Package and the relationships associated between the PHA and facility design sufficient to meet the requirements of the Navy, Army (when appropriate) and the Department of Defense Explosives Safety Boards CDRL A019).

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The Contractor shall support the Explosive Safety Officer in answering any inquiries and request for information (RFI) that occur as the site plan moves through the headquarters' review channels. This includes safety requirements as outlined in NSACRANEINST 80201C.

The Contractor shall ensure the PES database reflects the new or altered facility including appropriate ESQD arcs and Facility Number generated locally. The Contractor shall assist in the development of Explosives Safety Submission (ESS) and Explosives Safety Submission Determination Requests (EES-DR) IAW NOSSAINST 8020.15D Explosives Safety Review, Oversight, and Verification of Munitions Responses. It is anticipated that both NSWC Crane and CAAA will receive support under this paragraph.

- 3.3 Modeling, Simulation, Stimulation, and Analysis Support - N/A**
- 3.4 Prototyping, Pre-Production, Model-Making and Fabrication Support - N/A**
- 3.5 System Design Documentation and Technical Data Support - N/A**
- 3.6 Software Engineering, Development, Programming, and Network Support - N/A**
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support - N/A**
- 3.8 Human Factors, Performance, and Usability Engineering Support - N/A**
- 3.9 System Safety Engineering Support - N/A**
- 3.10 Configuration Management (CM) Support - N/A**
- 3.11 Quality Assurance (QA) Support – N/A**
- 3.12 Information System (IS) Development, Information Assurance (IA) and Information Technology (IT) Support – N/A**
- 3.13 Inactivation and Disposal Support - N/A**
- 3.14 Interoperability, Test and Evaluation, Trials Support - N/A**
- 3.15 Measurement Facilities, Range and Instrumentation Support – N/A**
- 3.16 Logistics Support – N/A**
- 3.17 Supply and Provisioning Support- N/A**
- 3.18 Training Support**

The Contractor shall provide technical and management safety program support services for the performance of:

- a. Implementation of mandatory training program.
- b. Development and/or review of existing training documentation to fulfill Naval Occupational Safety and Health (NAVOSH) requirements, including computer-based systems as needed.
- c. Performance of training courses for Supervisory or other Crane personnel, as

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needed, alternating between first and second shifts, as needed.

3.18.1 Safety Training Support

As identified within specified Technical Instructions (TIs) the Contractor shall design, prepare layout, and provide brochures for Safety Program training and awareness (CDRL A011). The Contractor shall prepare PowerPoint presentations for use in meetings and/or training (CDRL A011). The Contractor shall develop and conduct any training related to explosives safety requirements programs (CDRL A003).

The Contractor shall develop safety and explosive safety training plans; course outlines; training materials; and provide employee training IAW all DoD, State, and Federal regulations in order to maintain regulatory compliance and implement procedures in a wide variety of program areas. Size of class, beginning date, and type of class will be defined as necessary (CDRL A014).

3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support- N/A

3.20 Program Support

3.20.1 Program Management

Program Management requirements include weekly and monthly collaboration as needed with COR and RTA to identify resource needs and timelines for government workload and tasking to ensure timeliness of project execution. The Program Manager shall apply the business management, financial management and technical disciplines required to support planning, organizing and staffing and report any know deficiencies or anticipated schedule delays to the RTA and COR. In addition, the Contractor shall develop, implement and maintain a standardized method of tracking and reporting technical and financial information concerning the progress and status of each TI and subtask issued under this TO (CDRL A001).

3.20.1.1 Contract Status Reporting (eCRAFT)

(a) The Contractor agrees to 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 (CDRL A014). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) 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.

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

(2) Submission and Acceptance/Rejection:

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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.

(d) In conjunction with the COR and Contracting Officer, the Contractor shall assign standard eCRAFT labor categories to each existing proposed and executed labor category on the Task Order/Contract. The entire catalog of standard labor categories can be found at these two websites -

(1) **Service Contracts Labor Standards (SCLS):**

<https://www.dol.gov/whd/govcontracts/sca.htm> - under the header "Guidance", select "Service Contract Act Directory of Occupations, 5th Edition(PDF)"

(2) **Service Contracts Labor Standards (SCLS):**

<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Labor-Categories/>

3.20.2 Safety Program Administration

The Contractor shall provide technical editing support and provide program management support including technical review of the Safety Manual and other program documentation to determine regulatory and DOD requirements, and revise documentation as necessary. The Contractor shall facilitate process documentation and reengineering meetings including the document process flowcharts, documentation of meeting minutes and development of implementation plans and assist the Safety Branch with benchmarking and best practices research. The Contractor shall develop and review content for the Safety SharePoint Site and serve as the Webmaster and coordinate the submittal and posting of information from the various program managers to the site. The Contractor shall also conduct periodic reviews to ensure that content is current, accurate and posted in the correct file locations. The Contractor shall update spreadsheets, database programs and information in support of Safety programs and provide documentation support including generation of meeting minutes, copying of safety documents, and develop and present safety related briefings and presentations (CDRL A011/CDRL A012). The Contractor shall provide technical and administrative support of Crane Safety Branch lean initiative including participation on Lean teams as appropriate. The Contractor shall prepare and update for Government Approval all applicable NSA and NSWC Notices, SOPs, and Instructions, and maintain conformance to the acceptable format of the Notices, SOPs, and Instructions currently utilized by NSA Crane. The Contractor shall maintain a working knowledge of NSA Crane and Tenant Notices, SOPs, and Instructions relative to the safety programs, and coordinate input from stakeholders. The Contractor shall provide feedback concerning current procedures encountered by compiling data and presenting the information in both written and oral formats. The Contractor shall assist the Quality Focal Point with document production, review, and maintenance. The Contractor shall develop and maintain safety Document Custodian and Data Management Support. The Document Custodian and Data Management Support positions require knowledge of the safety system and safety programs. Specific detailed knowledge of the Record Control and Document Control elements is crucial in maintaining compliance. The functional nature of these positions relates to all safety programs for the three safety disciplines. The Contractor shall prepare and seek approval for safety plans, reports, SOPs, instructions or other safety related documentation. The Contractor shall evaluate computer related hardware and/or software for performance capabilities (based on achieving regulatory compliance).

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Examples may include: statistical software, training software, tracking software/hardware, and database management tools. The Contractor shall be required to evaluate existing equipment and software and compare them against any new required hardware/software for implementation (CDRL A004). The Contractor shall use computer hardware and/or software, such as: Statistical software, ArcView, Visio, Adobe Acrobat, Microsoft Office Suite, which will facilitate the safety programs to achieve and/or maintain regulatory compliance. The Contractor shall provide research services for the purpose of gathering information from periodicals, studies, regulatory publications, and/or information type services or systems. The Contractor shall accompany designated DoD personnel to regulatory-driven conferences, hearings, or public meetings. The Contractor shall provide formal preparation of meeting minutes when required (CDRL A012).

The Contractor shall maintain awareness and technical knowledge of regulatory requirements for safety issues. The Contractor shall make recommendations for Government Approval, symposiums/training sessions for the Contractor to attend on applicable courses. It is estimated that no more than eight symposiums/training sessions will be attended by the Contractor each year. The Contractor shall provide support consisting of: (a) setting up meetings between NSWC, NAVFAC, customer, NSA and CAAA; (b) ensuring adequate meeting facilities; (c) develop, coordinate and/or prepare technical briefing materials (CDRL A011); (d) coordinate collection of comments and/or develop, record and distribute agenda/minutes for an estimated ten meetings (CDRL A012). The contractor shall maintain a central file of presentation materials provided as GFI. The contractor shall participate in department staff meetings when required.

3.20.3 Safety Metrics

The Contractor shall develop a comprehensive set of safety metrics, with an emphasis on the identification of meaningful leading indicators (CDRL A016/A017). The Contractor shall develop and distribute quarterly metrics packages for each DoD command, department, and division, as requested and post metrics on the SharePoint site and production control boards at specified periodicity (CDRL A017). The Contractor shall analyze metrics to determine trends and the effectiveness of mishap prevention initiatives and prepare calculations for Crane Metrics (CDRL A016/A017). The Contractor shall gather data and prepare monthly metrics for safety programs. The monthly metrics shall be submitted to the safety/explosive safety Manager and COR referenced in Section G. The Contractor shall provide services to facilitate, track, and maintain information (databases, etc.), Explosives Safety Self-Assessment Program, Explosives Safety Steering Group, technical support for investigations, develop training and other presentations (CDRL A011), develop metrics checklists, review inspection results, conduct root cause analysis, and develop correction strategy.

3.20.4 Safety Program Management

The Contractor shall develop and implement a comprehensive performance management framework that includes self-assessment as a foundational element and identifies process and program metrics and their linkage to corporate goals. The contractor shall provide ESAMs support to generate open-deficiency reports, outstanding required training reports and shall maintain an accurate employee database. The Contractor shall coordinate and document the annual OSH Self-Assessment; provide process documentation and technical documentation support as required; develop self-assessment checklists, scoring and prioritization scheme based on risk to employees and operations; assist with development Plan of Action & Milestones

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(POAMs) for deficiencies that are identified (CDRL A013). The Contractor shall provide support for the development, implementation, and maintenance of the Voluntary Protection Program (VPP).

3.20.5 Document SOP and Hazard Analysis Reviews

The contractor shall be responsible for providing safety related technical input to process control through SOP reviews. The Contractor shall prepare/review Instructions, SOPs, plans, reports and other documentation related to system safety and the associated hazard analysis requirements (CDRL A013). This tasking shall also encompass requirements for explosive process safety and product safety. The Contractor shall forward recommended changes on Process Review Comments Form and validate review on the signature page. The Contractor shall provide expertise with statistics and probability theory. The Contractor shall provide technical report on safety program improvements (CDRL A015). The Contractor shall prepare/review SOPs, plans, reports and other documentation related to explosive safety and the associated hazard analysis requirements in accordance with NSWCCRANEINST 8000.1F, Standard Operating Procedures Program for Processing of Expendable Ordnance and provide to the ESO for approval.

The Contractor shall utilize the Explosive Safety Office (ESO) generated SOP checklist, provided as GFI to document the explosives safety review. The Contractor shall ensure a completed checklist is provided to the ESO. The Contractor shall forward recommended changes to the authors and review edited procedures for completeness.

3.20.6 Safety Design /Project Reviews

The Contractor shall coordinate all NAVOSH documentation requirements with the NSWC Crane OSH Manager for any project development packages while complying with NSWCCRANEINST 5100.1A, Occupational Safety and Health Program Policy and Guidance 3.20.1.

The contractor shall be responsible for providing safety related technical input to new processes and facility design, process control through SOPs, and Employee Explosives Qualification and Certification.

The Contractor shall provide qualified personnel to attend design reviews, technical problem meetings, user conferences, and program status reviews (CDRL A013). The Contractor may represent the government at meetings in the capacity of an advisor, presenter, expert, listener, and minutes/note keeper; however the contractor shall never function for the government in voting or other decision-making capacity. The Contractor shall present briefings and record and distribute minutes (CDRL A011/CDRL A012) in accordance with IAW NSWCCRANEINST 5720.1 series. Action items or short term specific assignments resulting from these meetings requiring performance by the Contractor will be amended to the TI or tasked by a separate TI.

3.20.7 Safety Inspections

The contractor shall perform periodic inspections or audits as determined by the safety personnel and provide a report with recommendations as needed (CDRL A005). The Contractor shall provide hazard control design and administrative control follow up site visits to verify adequacy of established controls.

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The Contractor shall develop and implement a system to track deficiency and other safety program action.

The Contractor shall utilize the ESO generated checklists, provided as GFI, to perform Ordnance Range inspections; inspections of active explosives operating buildings as required (by NAVSEA OP-5 or as necessary); and an annual inspection of the Expeditionary Systems Evaluation Division custody magazines. The Contractor shall note any/all discrepancies and provide a detailed report to the ESO manager.

The Contractor shall utilize the ESO generated checklists, provided as GFI, to assist the Safety Branch personnel in performing inspections of NSWC Crane Ordnance Ranges, explosives operating buildings, and magazines. Because of the unique operations conducted at Lake Glendora Test Facility, the Contractor shall have experience with underwater demolition operations, Navy Diving requirements and Special Warfare ordnance items/operations.

3.20.8 Mishap Investigations

The Contractor shall provide technical support for investigation and reporting occupational injuries and include follow-up to determine final outcome and action taken to prevent recurrence (CDRL A003). The Contractor shall develop computer-based documentation to support management of Mishap Prevention Process Model requirements.

3.20.9 Explosives Safety Program

Explosives Personnel Qualification and Certification is a program for explosives handlers. The ESO office mandates this certification for all departments that handle ordnance. In addition to Explosives Personnel Qualification and Certification services provided at Crane there is a requirement at Fallbrook, CA and Hawthorne, NV to provide these services to ensure testing operations IAW NAVSEA-OP 5 Volume 1.

The Contractor shall witness and monitor off-site test operations for compliance to the Government approved SOP. A Pre-operational Safety Inspection form, provided as GFI, shall be completed and forwarded to the ESO. In any/all instances where a safety violation/problem arises, the Contractor shall immediately verbally notify the Hawthorne Range Safety Officer and provide detailed information via an immediate telephone call to the NAVSURFWARCENDIV Crane ESO. The Contractor shall provide verbal interface with the ESO at Crane via telephone, as required for completion of tasking.

The Contractor shall maintain an awareness of current Explosive Safety standards and test methods and keep abreast of the latest technologies relating to safety aspects of ordnance related items. Attending symposiums/training sessions on applicable courses is encouraged upon Government approval.

The Contractor shall establish and maintain ESO project databases in Excel and/or Access. The Contractor shall interface with ESO personnel in determining the database structure and required report formats.

The Contractor shall provide technical support to the ESO to assist in responding to Naval Ordnance Safety and Security Activity and/or DoD Explosive Safety Board explosive safety related queries on explosive safety site approvals. The Contractor shall provide technical support

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on explosives safety issues, e.g., quantity distance calculations. The Contractor shall provide recommendations for corrective action to the ESO. The Contractor shall provide support to the ESO in the area of Explosives Safety Self-Assessments. The Contractor shall provide recommendations for corrective action to the ESO.

The contractor shall provide support in managing the Inert Ordnance Program by assisting in data entry into the inventory system, issuing of inert serial numbers, and conducting spot checks of the inert ordnance inventory.

The Contractor shall provide support in managing all approved radio transmitting devices by ensuring compliance with the NSACRANEINST 8020.1C, Chapter 11 Hazards of Electromagnetic Radiation to Ordnance (HERO) Program.

The Contractor shall support ESO personnel in the duties associated with the Explosive Personnel Qualification and Certification Program in reference to the guidelines set forth in NSACRANEINST 8020.1C, Explosives Safety Program at NSA Crane Chapter 10. The Contractor shall support the guidelines and procedures addressed in NSACRANEINST 8020.1C Chapter 4, referencing Parking of Privately-Owned Vehicles (POVs) in Explosive Storage Magazine Areas.

The Contractor shall assist during physical security assessments and surveys of explosive operating buildings and magazines utilizing ESO generated checklists and the following references; OPNAV 5530.13C, Physical Security Instruction for Conventional Arms, Ammunition and Explosives DOD Manual 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives.

The Contractor shall provide site plan coordination support consisting of planning meetings, coordinating schedules with participants; reserving meeting space; ensuring briefing materials and equipment are available; recording and publishing meeting minutes; and developing an action item tracking system for specific site plan packages. The Contractor shall provide technical and non-personal management services for the support of the Explosive Hazardous Waste (EHW) Management Program. The EHW Management Program includes: preparation of permit applications and modifications, permit review, preparation of regulatory required reports, oversight concerning storage and treatment of EHW material, preparation of plans, procedures and instructions (NAVSEA OP-5 Vol 1 Ammunition and Explosives Safety Ashore, NSA/NSWC /NAVFAC CRANE INST 5090.2 series Hazardous Waste Management Plan, NSWCCRANEINST 8000.1 series Standard Operating Procedures Program for the Processing Of Expendable Ordnance, NSACRANEINST 8020.1 series Explosive Safety Program at NSA Crane), and other technical support IAW applicable specifications and regulations. EHW is generally treated on-site, however around 2,600 tons of EHW is disposed of off-site yearly. The current HW permit covers both storage at the Central Storage Facility and treatment activities including the APE 1236, Mobile Plasma Treatment System (MPTS), Contained Detonation Chamber (CDC) and Open Burning and Open Detonation (OB/OD) Operations.

3.20.10 Ionizing and Non-Ionizing Radiation Safety Program

The Contractor shall coordinate with Naval Support Activity (NSA) Crane tenants and stakeholders to develop and provide recommendations for Radiation Safety procedures. The Contractor shall continuously monitor current procedures that are in existence and make

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recommendations for updates to the originally developed plan for Government review, approval and implementation.

The Contractor shall perform periodic site surveys of NSWC/NSA Crane buildings/operations to ensure that ionizing radiation hazards are observed and monitored. The Contractor shall note any/all discrepancies and shall submit a recommendation to correct survey deficiencies within requested delivery dates (CDRL A018).

The Contractor shall perform periodic site surveys of NSWC/NSA buildings/operations to ensure that non-ionizing (Radio Frequency Laser) radiation hazards are observed and monitored. The Contractor shall note any/all discrepancies and submit a recommendation to correct survey deficiencies within requested delivery dates (CDRL A018).

3.20.11 Department Safety Coordinator

The Contractor shall provide qualified personnel to assist in performing duties of the Department Safety Coordinator. The Contractor shall perform various safety functions and programs for all NSWC Crane Departments, including occupational safety, environmental protection, fire safety, industrial hygiene, safety training assistance, workplace reviews, audits, and interpretation of standards, directives, and instructions including definitions, applicability and relationships to Department operations. The Contractor shall support the management of an effective Department Safety Program to include assisting with support of operations involving hazards due to laser, chemicals, non-ionizing radiation, high voltage, fall protection, fire and hazardous material control and management. The Contractor shall conduct, coordinate, and participate in inspections/audits/investigations, Department Voluntary Protection Program, and identifying hazards and determining the degree of hazard and/or risk level and corrective actions and preventative measures to assist management in the remediation process (CDRL A018). The Contractor shall analyze, review, prepare/deliver presentations, recommend corrective actions, update ESAMS, and take action on Safety trends, injury and illness rates, and deficiencies. The Contractor shall perform as a member of the Crane Safety Incentive Program and represent the Department in the monthly OSH Council meeting, VPP Committee meetings, Environmental Compliance Management Board (ECMB) meetings, and others as required. The Contractor may represent the government at meetings in the capacity of an advisor, presenter, expert, listener, and minutes/note keeper. However, the contractor shall never function for the government in voting or other decision-making capacity. The Contractor shall consult and work closely with Department supervision, Department employees, NSWC Crane OSH Safety, Explosive Safety, or Radiation Safety, NAVAC, and Medical, advising of all near-misses, mishaps, accidents, incidents, injuries or related property damage occurs assuring that information is recorded in ESAMS needed. The Contractor shall respond to internal/external data calls and prepare other reporting requirements within required time frames.

3.21 Functional and Administrative Support – N/A

3.22 Public Affairs and Multimedia Support- N/A

4.0 Government Owned Property

For work required to be performed outside NSWC Crane work areas the contractor will be solely responsible for all necessary equipment and access costs, unless otherwise specified in section

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4.0 as a Government furnished item.

4.1 Government Furnished Information (GFI). The Government will provide all applicable technical documentation and information to the contractor as GFI. This includes technical manuals, training materials and information, drawings, specifications, procedures, processes, and quality system documents required for the performance of engineering, logistics, and technical support. Additional GFI will be provided at the discretion of the Government. GFI will be identified as required utilizing NAVSEA 4340/2 Government Furnished Information Form, Attachment 3, in Section J.

4.2 Government Furnished Property (GFP). GFP will be provided when the contractor has a requirement for special or specific Government material/equipment in the performance of specific tasking. GFP will be identified as required utilizing Scheduled Government Furnished Property (SGFP) Form, Attachment 5, in Section J.

4.3 Government Furnished Facilities (GFF). The Government will only provide Contractor personnel NMCI owned/Government owned equipment (personal computer/printer with appropriate software (i.e., Microsoft Office) and a work area (desk and use of telephone with long distance/voice mail capability) for those positions identified as being located at a Government location upon contract award and/or when directed by TI. These equipment/facilities shall only be utilized for official Government business.

4.4 Government Owned Vehicles.

The Government will provide contractor access and authorization to operate Government owned vehicles to and from buildings within the NSWC Crane confines, if authorized under the applicable TI. Government provided vehicles shall be used solely for the purposes as described in this SOW. All drivers must present proof of valid operator driver's license prior to operating a government vehicle. The contractor shall operate motor vehicles IAW NSWCCRANEINST 11240.1. In the event a GOV is not available, contractors may be required to drive POV's up to 100 miles per year and will be reimbursed IAW local travel policy. POV payment will only be authorized if GOV is not available.

Authorization to drive Government owned/leased vehicles and operate Government owned materials handling equipment, such as overhead cranes and forklifts, will be specifically authorized when applicable. All contractor personnel operating Government vehicles/handling equipment shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government manager and the Contracting Officer.

4.5 Return of Government Furnished Items.

All GFI, GFP provided or acquired by the contractor shall be returned to the responsible Requiring Technical Activity (RTA) upon completion of assigned tasking.

5.0 Data Deliverables

All data deliverables shall be created as specified and in the Contractor format unless otherwise directed. All deliverables shall be submitted to the COR referenced in Section G.

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CDRL: A001

DID Number: DI-MGMT-80227

DID Title: Contractor's Progress, Status & Management Report

CDRL: A002

DID Number: DI-MISC-80508B

DID Title: Technical Report – Study/Services - (Trip Report)

CDRL: A003

DID Number: DI-MISC-80508B

DID Title: Technical Report – Study/Services - (Safety Support Services)

CDRL: A004

DID Number: DI-MISC80508

DID Title: Technical Report – Study/Services- (Training Software Report)

CDRL: A005

DID Number: DI-MISC-80508B

DID Title: Technical Report – Study/Services- (Safety Inspection)

CDRL: A006

DID Number: DI-FNCL-80331A

DID Title: Funds and Labor Hour Expenditure Report- (Red-Yellow-Green Report)

CDRL: A007

DID Number: DI-FNCL-81537

DID Title: Funds Man-Hours Expenditure Report - (TI Monthly Labor Hour Report)

CDRL: A008

DID Number: DI-MGMT-81596

DID Title: Contractor Roster

CDRL: A009

DID Number: DI-SAFT-81841

DID Title: Operating, Support, Health, and Safety (OSH&S) Hazard Analysis Report

CDRL: A010

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DID Number: DI-MISC-81489
 DID Title: Real Property Facilities as Built Drawings
 CDRL: A011

DID Number: DI-ADMN-81373
 DID Title: Presentation Material
 CDRL: A012

DID Number: DI-ADMN-81505
 DID Title: Meeting Minutes
 CDRL: A013

DID Number: DI-SAFT-80105C
 DID Title: Safety Program Progress Report
 CDRL: A014

DID Number: DI-MISC-80048B
 DID Title: Technical Report - (Safety Training Plan)
 CDRL: A015

DID Number: DI-MISC-80508B
 DID Title: Technical Report – Study/Services (Technical Facilities Report)
 CDRL: A016

DID Number: DI-MGMT-80368A
 DID Title: Status Report - (TCIR/DART Metrics)
 CDRL: A017

DID Number: DI-MGMT-80368A
 DID Title: Status Report - (HoP) Metrics
 CDRL: A018

DID Number: DI-MISC-80048B
 DID Title: Technical Report - (Ionizing/Non-Ionizing Radiation Hazards)
 CDRL: A019

DID Number: DI-MISC-80048B

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DID Title: Justification and Rationale Report

CDRL: A020

DID Number: DI-MGMT-81991

DID Title: Contract Status Report - eCRAFT

6.0 Security

The work to be performed under this TO as delineated in the attached DD Form 254, involves access to, handling of, and generation of classified material up to and including the Secret level. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DoD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The Contractor shall be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user ids or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all required employees have proper authority. All classified material shall be processed and protected IAW the provisions of this SOW and all required instructions and directives in effect concerning the processing of classified material. U.S. Citizenship is required for all positions.

6.1 Travel Requirements

The Contractor may be required to travel within the CONUS. All travel requests for Contractor's travel will be authorized by the COR identified in Section G. Approved travel must be specified within the TI. The Contractor shall submit a trip report to the technical points of contact for all travel performed no later than two weeks after completion of the trip (CDRL A002).

The table below provides offerors with an estimated number of trips and destinations based upon historical information.

| Destination | Estimated # of trips | | | | |
|----------------|----------------------|--------|--------|--------|--------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Hawthorne, NV | 16 | 16 | 16 | 16 | 16 |
| Fallbrook, CA | 10 | 10 | 10 | 10 | 10 |
| Nellis AFB, NV | 2 | 2 | 2 | 2 | 2 |
| San Diego, CA | 2 | 2 | 2 | 2 | 2 |

6.1.1 Travel Authorization

Any travel undertaken by the Contractor for performance of TO must have prior authorization by the COR (as stated in each TI).

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6.2 Need-to-Know Certification

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these request to/through the COR for appropriate action.

6.3 Funding

This task order will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN. The Contractor shall notify the Contracting Officer in writing when the contractor has spent 75% of funding (CDRL A006).

6.4 Safety and Health

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The Contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The Contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

6.5 Hazardous Materials

The Contractor will provide personnel responsible for the handling of the hazardous materials and the respective Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials IAW NSACRANEINST 4570.1F and NSAINST/NSWCCRANEINST/NAVFACMWINST, Hazardous Materials Control and Management Program and NSA/NSWCCRANEINST 5090.21A, Environmental Internal Assessment.

6.6 Control of Contractor Personnel

The Contractor shall provide a Contractor Roster that lists the employee names and TI the employee is tasking (CDRL A008). The Contractor shall also comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct that Government employees are held to. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, and job titles. This list shall be updated within forty eight hours after changes occur.

6.7 Identification Badges

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The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on the requiring activities property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the Crane Division Security Department within forty eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

6.8 Accident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the COR immediately after incident occurs.

6.9 Smoking Regulations

Smoking on Government property shall be in approved areas only IAW NAVFAC P 1021. Smoking in vehicles is prohibited.

6.10 Release of Information

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO shall not be disclosed by any means without prior approval of the authorized representative of the KO. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

6.11 Privacy Act

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.12 Damage Reporting

The Contractor shall maintain an accurate record of and shall report to the COR all damages to Government Furnished Equipment, Material, and Facilities as prescribed by OPNAVINST 5102.1.

6.13 Non-Personal Services

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the

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contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

6.14 Investigations

Contractor employees located on Government property shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

6.15 Government Observations

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

6.16 Key Control

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the government are not lost or misplaced and are not used by unauthorized persons, no keys issued to the Contractor by the government shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be IAW the key control requirements set forth in applicable regulations.

6.17 Compressed Work Schedule

The Contractor may be permitted to utilize a compressed work schedule for their employees working at NSWC Crane Division if specified on individual TI. A compressed work schedule allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0630 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1500 and 1730. The Contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The Contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the contractor will be notified by the COR of any permanent or temporary exceptions. All labor hours are to be reported on a monthly basis (CDRL A007).

6.17.1 Flextime

The Contractor may be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flextime schedule allows a starting time between the hours of 0630 and 0900, with a quitting time eight and one-half hours after the clock-in time (1500 to 1730). The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the

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Flextime schedule may exist, and the contractor will be notified by the COR of any permanent or temporary exceptions.

Contractor support for CAAA tasking may be required to work an alternative schedule consisting of four (4) ten (10) hour days per week. The COR shall be notified if this schedule will be required.

6.17.2 Closed Days

All closed days will be designated by the Commanding Officer, NSWC, Crane Division. Closed days will be associated with holidays, National Security and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time shall be charged IAW respective offerors CAS Disclosure Statement.

6.17.3 Inclement Weather

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

6.17.4 Holidays

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day Birthday of Martin Luther King, Jr.

President's Day Memorial Day

Independence Day Labor Day

Columbus Day Veteran's Day

Thanksgiving Day Christmas Day

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor IAW the practice as observed by the assigned Government employees at the using activity.

6.18 Continuous Improvement

The contractor shall support the NSWC Crane Continuous Improvement program. The Contractor shall provide support for the development and maintenance of lean performance

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execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The Contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

6.19 Information Non-Disclosure

Contractor personnel may be required to sign Non-Disclosure Agreements as applicable to specific SOW tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

6.20 Existing Conditions

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any allowable, allocable, and reasonable costs the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

6.21 Post Award Meetings

- (a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at Task Order award).
- (b) The contractor will be given at least five working days' notice prior to the date of the meeting by the Contracting Officer.
- (c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.
- (d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.

7.0 Place of Performance

The Contractor shall provide personnel to perform the majority of tasking at NSA Crane/NSWC Crane (Crane, IN). Additional locations for minor assigned tasking will include Sullivan, IN; Fallbrook, CA; and Hawthorne, NV.

All telework requests must be submitted to the Contracting Officer for approval as well as the contractor's telework policy. The contractor's corporate office external to NSWC Crane work-site is not considered a telework site.

8.0 Performance Standards

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As a performance based acquisition for engineering, technical and management support services, the requirements are structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) identified as Attachment 3 to the RFP. Performance standards are required to be met for each of the identified Task Requirements.

HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA)(SEP 1992)The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

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 dated in response to NAVSEA Solicitation No. N00024-14-R-3267

(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-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT -
ALTERNATE II (NAVSEA) (SEP 2009)**

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

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

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc. (b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

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

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in

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NAVSEA Form 4340/2 or Schedule C, as applicable; or

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

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

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

CNIN-NOTICE-0003 Enterprise-wide Contractor Manpower Reporting Application

(ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services under this contract for the Naval Surface Warfare Center, Crane Division via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) S, Utilities ONLY;

(5) V, Freight and Shipping ONLY. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract.

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 with Change 1 dated 28 March 2013.

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

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

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

(Name of Requiring Activity)

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified.

CLAUSES INCORPORATED BY REFERENCE:

FAR 52.246-3 Inspection of Supplies - Cost Reimbursement (MAY 2001)

FAR 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

Item(s) 7999 inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|--------|------------------------|
| 7000 | 3/29/2016 - 3/28/2017 |
| 7001AA | 4/1/2016 - 3/28/2017 |
| 7001AB | 4/1/2016 - 3/28/2017 |
| 7001AC | 4/1/2016 - 3/28/2017 |
| 7001AD | 4/1/2016 - 3/28/2017 |
| 7001AE | 7/15/2016 - 3/28/2017 |
| 7001AF | 7/15/2016 - 3/28/2017 |
| 7001AG | 7/15/2016 - 3/28/2017 |
| 7001AH | 9/16/2016 - 3/28/2017 |
| 7001AJ | 11/17/2016 - 3/28/2017 |
| 7001AK | 11/17/2016 - 3/28/2017 |
| 7001AL | 1/11/2017 - 3/28/2017 |
| 7200 | 3/29/2017 - 3/28/2018 |
| 7201AA | 3/29/2017 - 3/28/2018 |
| 7201AB | 3/29/2017 - 3/28/2018 |
| 7201AC | 10/12/2017 - 3/28/2018 |
| 7201AD | 10/12/2017 - 3/28/2018 |
| 7400 | 3/29/2018 - 3/28/2019 |
| 7401AA | 3/29/2018 - 3/28/2019 |
| 7401AB | 3/29/2018 - 3/28/2019 |
| 7401AC | 8/31/2018 - 3/28/2019 |
| 7401AD | 10/19/2018 - 3/28/2019 |
| 7401AE | 10/19/2018 - 3/28/2019 |
| 9000 | 3/29/2016 - 3/28/2017 |
| 9001AA | 4/1/2016 - 3/28/2017 |
| 9001AB | 4/1/2016 - 3/28/2017 |
| 9001AC | 7/15/2016 - 3/28/2017 |
| 9200 | 3/29/2017 - 3/28/2018 |
| 9201AA | 3/29/2017 - 3/28/2018 |
| 9201AB | 7/7/2017 - 3/28/2018 |
| 9201AC | 10/12/2017 - 3/28/2018 |
| 9201AD | 10/12/2017 - 3/28/2018 |
| 9400 | 3/29/2018 - 3/28/2019 |
| 9401AA | 3/29/2018 - 3/28/2019 |
| 9401AB | 3/29/2018 - 3/28/2019 |
| 9401AC | 7/26/2018 - 3/28/2019 |

Note: For proposal purposes, the estimated date of Task Order award is March 30, 2016. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order award

| | | | | |
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FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>

FAR 52.245-15 - STOP WORK ORDER (AUG 1989)

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

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, as follows:

ITEM(S) FROM - TO

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

| | |
|--------|------------------------|
| 7000 | 3/29/2016 - 3/28/2017 |
| 7001AA | 4/1/2016 - 3/28/2017 |
| 7001AB | 4/1/2016 - 3/28/2017 |
| 7001AC | 4/1/2016 - 3/28/2017 |
| 7001AD | 4/1/2016 - 3/28/2017 |
| 7001AE | 7/15/2016 - 3/28/2017 |
| 7001AF | 7/15/2016 - 3/28/2017 |
| 7001AG | 7/15/2016 - 3/28/2017 |
| 7001AH | 9/16/2016 - 3/28/2017 |
| 7001AJ | 11/17/2016 - 3/28/2017 |
| 7001AK | 11/17/2016 - 3/28/2017 |
| 7001AL | 1/11/2017 - 3/28/2017 |
| 7200 | 3/29/2017 - 3/28/2018 |
| 7201AA | 3/29/2017 - 3/28/2018 |
| 7201AB | 3/29/2017 - 3/28/2018 |
| 7201AC | 10/12/2017 - 3/28/2018 |
| 7201AD | 10/12/2017 - 3/28/2018 |
| 7400 | 3/29/2018 - 3/28/2019 |
| 7401AA | 3/29/2018 - 3/28/2019 |
| 7401AB | 3/29/2018 - 3/28/2019 |
| 7401AC | 8/31/2018 - 3/28/2019 |
| 7401AD | 10/19/2018 - 3/28/2019 |
| 7401AE | 10/19/2018 - 3/28/2019 |
| 9000 | 3/29/2016 - 3/28/2017 |
| 9001AA | 4/1/2016 - 3/28/2017 |
| 9001AB | 4/1/2016 - 3/28/2017 |

| | | | | |
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| | |
|--------|------------------------|
| 9001AC | 7/15/2016 - 3/28/2017 |
| 9200 | 3/29/2017 - 3/28/2018 |
| 9201AA | 3/29/2017 - 3/28/2018 |
| 9201AB | 7/7/2017 - 3/28/2018 |
| 9201AC | 10/12/2017 - 3/28/2018 |
| 9201AD | 10/12/2017 - 3/28/2018 |
| 9400 | 3/29/2018 - 3/28/2019 |
| 9401AA | 3/29/2018 - 3/28/2019 |
| 9401AB | 3/29/2018 - 3/28/2019 |
| 9401AC | 7/26/2018 - 3/28/2019 |

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

| | |
|------|-----------------------|
| 7100 | 3/29/2016 - 3/28/2017 |
| 7300 | 3/29/2017 - 3/28/2018 |
| 7500 | 3/29/2018 - 3/28/2019 |
| 7600 | 3/29/2019 - 3/28/2020 |
| 7700 | 3/29/2019 - 3/28/2020 |
| 7800 | 3/29/2020 - 3/28/2021 |
| 7900 | 3/29/2020 - 3/28/2021 |
| 9100 | 3/29/2016 - 3/28/2017 |
| 9300 | 3/29/2017 - 3/28/2018 |
| 9500 | 3/29/2018 - 3/28/2019 |
| 9600 | 3/29/2019 - 3/28/2020 |
| 9700 | 3/29/2019 - 3/28/2020 |
| 9800 | 3/29/2020 - 3/28/2021 |
| 9900 | 3/29/2020 - 3/28/2021 |

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

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

| | | | | |
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SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this TO, unless otherwise specified in this TO.

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

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

FAR 52.216-8 Fixed Fee (Jun 2011)

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

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

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

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

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

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

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

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

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

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

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

| | | | | |
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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

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

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

N/A

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

Routing Data Table

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC | <i>HQ0338</i> |
| Issue By DoDAAC | <i>N00164</i> |
| Admin DoDAAC | <i>S2404A</i> |
| Inspect By DoDAAC | * |
| Ship To Code | * |
| Ship From Code | * |
| Mark For Code | * |
| Service Approver (DoDAAC) | <i>N00164</i> |
| Service Acceptor (DoDAAC) | <i>N00164</i> |
| Accept at Other DoDAAC | * |
| LPO DoDAAC | * |

| | | | | |
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| | |
|---------------------|---|
| DCAA Auditor DoDAAC | * |
| Other DoDAAC(s) | * |

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

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

Contracting Officer’s Representative: [REDACTED]

(g) *WAWF point of contact.*

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

Your local contracting office WAWF POC/Group Administrator (GAM)

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

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

HQ G-2-0003 CONTRACTING OFFICER’S REPRESENTATIVE

CONTRACTING OFFICER’S
REPRESENTATIVE:

COMMANDER

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

| | | | | |
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HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

NSWC Crane Division

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

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

CNIN-G-0001 Invoicing Documentation for Cost Vouchers (July 2015)

Supporting cost voucher documentation in Wide Area Workflow (WAWF) shall be provided in contractor specified format and shall include the following information. This level of detail is required at both the job order (JO) or task order (TO) level and Technical Instruction (TI) level. The supporting data should clearly reflect the JO/TO and TI number for which it applies. For other than firm fixed price subcontracts, subcontractors are also required to provide the same level of supporting detail as the prime contractor. Supporting documentation may be encrypted before submission to the prime contractor for WAWF cost voucher submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative

| | | | | |
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(COR) as required. Failure to comply may result in an unfavorable CPARS rating in the area of regulation compliance.

| Cost Elements | |
|--|---|
| Direct Labor | Total direct labor costs billed for current billing period and cumulative. This includes sub-contractor direct labor. If there are different labor pools, they should be included separately (e.g., on-site, off-site, prime, subK, etc). |
| Other Direct Costs | Total ODC costs billed for current billing period and cumulative |
| Indirect Costs | Total indirect costs billed for current billing period and cumulative. If there are different indirect pools, they should be included separately (e.g., Fringe, OH, G&A, etc.). The indirect pool percentage shall be included. |
| Fee | Total fee billed for current billing period and cumulative. |
| Invoice Subtotal | Sub-total costs billed for current billing period and cumulative. |
| Adjustments | Any adjustments to billed costs for current billing period and cumulative. |
| Invoice Total | Total costs billed for current billing period and cumulative. |
| Labor Detail (Prime and Subcontractor) | |
| Employee name | |
| Labor category | |
| Direct labor rate by employee | |
| Loaded labor rate by employee | |
| Current period hours (OT hours identified separately) | |
| Current period direct labor costs | |
| Cumulative hours (OT hours identified separately) | |
| Cumulative direct labor costs | |
| Non-Labor Detail – detail provided for current billing period only | |
| Travel | Destination, dates, traveler name, total trip costs (includes subK travel) |
| Material* | Detailed description of item and total item costs (includes subK material) |
| ODCs* | Covers items that are not material or travel (e.g., training, conference costs, etc). Detailed description of item and total item costs (includes subK ODC) |
| *Copies of invoices and/or receipts for Material/ODC purchases shall be included. | |
| CLIN/SLIN Detail – Information should be a cumulative total invoiced against each CLIN/SLIN | |
| CLIN/SLIN | SLIN being billed |
| ACRN | ACRN being billed |
| TO/TI | TO and/or TI number |
| Amount Funded | Amount funded on each SLIN |
| Current | Amount billed in current billing period |
| Cumulative | Cumulative amount billed against SLIN |
| Balance | Remaining balance on SLIN |

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
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The highest level of security required under this contract is SECRET as designated on DD Form 254 attached hereto and made a part hereof.

CNIN-G-0014 PAYMENT STATUS INQUIRIES (DEC 2013)

The status of invoice payments can be obtained through MOCAS myInvoice at:
<https://myinvoice.csd.disa.mil/>

myInvoice is a web-based application developed specifically for contractors/vendors and Government/Military employees to obtain invoice status and payment data. It is an interactive web-based system, accessible 24 hours a day/7 days a week.

Follow the website instructions and download “[Getting Started with myInvoice](#)” to assist in the registration process.

If you require additional assistance with accessing myInvoice, effective 17 Jun 2013, contact the Columbus Accounting System Helpdesk (CASH) at CCO-CASH@DFAS.MIL or Toll Free at (855) 211-6308.

The status of invoice payments may also be obtained by contacting the DFAS Paying Office designated on the contract cover page. DFAS Paying Office Vendor Pay Customer Service offices are listed below:

F03000 DFAS Dayton 800-756-4571 - option 2, option 3

F67100 DFAS Limestone 800-756-4571 - option 2, option 3

HQ0105 DFAS Indianapolis 888-332-7366

HQ0131 DFAS Columbus Caps 800-756-4571 - option 2, option 2

HQ0248 DFAS Rome 800-553-0527

HQ0250 DFAS Rome 800-553-0527

HQ0251 DFAS Columbus Navy 800-756-4571 - option 2, option 4

HQ0302 DFAS Rome 800-553-0527

HQ0303 DFAS Rock Island 800-756-4571 - option 2, option 5

HQ0304 DFAS St. Louis 800-756-4571 - option 2, option 5

HQ0337 DFAS Columbus North 800-756-4571 - option 1

HQ0338 DFAS Columbus South 800-756-4571 - option 1

HQ0339 DFAS Columbus West 800-756-4571 - option 1

HQ0347 DFAS Indianapolis 888-332-7366

HQ0490 DFAS Indianapolis 888-332-7366

| | | | | |
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HQ0672 DFAS Rome 800-553-0527

M67443 DFAS Kansas City 800-756-4571 - option 2, option 4

N0024B Navy_ERP NAVSEA HQ 202-781-3145

N62828 Navy_ERP NSWC Crane cran_vendorpay@navy.mil

N64142 Navy_ERP NAWCAD 732-323-1082

(Patuxent River, Lakehurst and NAVAIR HQ)

N68732 DFAS Cleveland 800-756-4571 - option 2 and 4

(Now pays DFAS Charleston N68892, DFAS Pensacola N68566, DFAS San Diego N68688)

SL4701 DFAS Columbus EBS 800-756-4571 - option 2 and 2

SECTION G NOTES (SEP 2014)

1) ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/ obligated at the priced SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software.

2) SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN as identified in Section B, Section F, and Section G.

3) TO ORDER RATES

The following rates have been approved for this TO.

Annual Labor Escalation: [REDACTED] per year

Maximum Pass-Thru Rate: [REDACTED] Fixed Fee on Subcontractor Costs, Total Pass-Thru amount not to exceed [REDACTED].

Maximum Fee: [REDACTED] on Prime Costs

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts.

| | | | | |
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Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

4) CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this TO:
Paragon Force, Inc.

Accounting Data

| SLINID | PR Number | Amount |
|---|-----------------|----------|
| ----- | | |
| BASE Funding 0.00 | | |
| Cumulative Funding 0.00 | | |
| MOD 01 | | |
| 7001AA | 130056279500001 | 64750.00 |
| LLA : | | |
| A1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003372934 | | |
| Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date. | | |
| 7001AB | 130056279500003 | 90000.00 |
| LLA : | | |
| A1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003372934 | | |
| Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date. | | |
| 7001AC | 130056279500005 | 10000.00 |
| LLA : | | |
| A1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003372934 | | |
| Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date. | | |
| 7001AD | 130056279500006 | 30000.00 |
| LLA : | | |
| A2 97X4930 NH1J 251 77777 0 050120 2F 000000 A10003372934 | | |
| Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date. | | |
| 9001AA | 130056279500002 | 4800.00 |
| LLA : | | |
| A1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003372934 | | |
| Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date. | | |

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9001AB 130056279500004 2500.00

LLA :

A1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003372934

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 01 Funding 202050.00

Cumulative Funding 202050.00

MOD 02

7001AE 130058146100001 33500.00

LLA :

A3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003510812

Contractor may NOT perform against this SLIN after POP date shown in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AF 130058336800001 31000.00

LLA :

A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003525718

Contractor may NOT perform against this SLIN after POP date shown in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AG 130058336800003 78000.00

LLA :

A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003525718

Contractor may NOT perform against this SLIN after POP date shown in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AC 130058336800002 4500.00

LLA :

A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003525718

Contractor may NOT perform against this SLIN after POP date shown in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 02 Funding 147000.00

Cumulative Funding 349050.00

MOD 03

7001AH 130060046000001 21600.00

LLA :

A5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003640419

Contractor may NOT perform against this SLIN after POP date shown in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 03 Funding 21600.00

Cumulative Funding 370650.00

MOD 04

9001AB 130056279500004 (2500.00)

LLA :

A1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003372934

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 04 Funding -2500.00

Cumulative Funding 368150.00

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MOD 05

7001AJ 130060826100001 55000.00

LLA :

A6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003711583

Contractor may NOT perform against this SLIN after POP date shown in Section F.
Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AK 130060826100002 78000.00

LLA :

A6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003711583

Contractor may NOT perform against this SLIN after POP date shown in Section F.
Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 05 Funding 133000.00

Cumulative Funding 501150.00

MOD 06

7001AL 130061512700001 25600.00

LLA :

A7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003765554

Contractor may NOT perform against this SLIN after POP date shown in Section F.
Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 06 Funding 25600.00

Cumulative Funding 526750.00

MOD 07

7201AA 130063179300001 82000.00

LLA :

A8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003904005

Contractor may NOT perform against this SLIN after POP date identified in Section F.
Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AB 130063179300003 183500.00

LLA :

A9 97X4930 NH1J 251 77777 0 050120 2F 000000 A10003904005

9201AA 130063179300002 3500.00

LLA :

A8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003904005

Contractor may NOT perform against this SLIN after POP date identified in Section F.
Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 07 Funding 269000.00

Cumulative Funding 795750.00

MOD 08

7001AJ 130060826100001 (11830.00)

LLA :

A6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003711583

Contractor may NOT perform against this SLIN after POP date shown in Section F.
Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AK 130060826100002 (4050.00)

LLA :

A6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003711583

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Contractor may NOT perform against this SLIN after POP date shown in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AL 130061512700001 (1850.00)

LLA :

A7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003765554

Contractor may NOT perform against this SLIN after POP date shown in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 08 Funding -17730.00
Cumulative Funding 778020.00

MOD 09

9201AB 130065371800001 185.00

LLA :

A9 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004067086

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 09 Funding 185.00
Cumulative Funding 778205.00

MOD 10 Funding 0.00
Cumulative Funding 778205.00

MOD 11

7201AC 130067499900001 82410.00

LLA :

B1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004215898

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AD 130067499900003 183810.00

LLA :

B2 97X4930 NH1J 251 77777 0 050120 2F 000000 A10004215898

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AC 130067499900002 3500.00

LLA :

B1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004215898

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AD 130067499900004 3500.00

LLA :

B2 97X4930 NH1J 251 77777 0 050120 2F 000000 A10004215898

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 11 Funding 273220.00
Cumulative Funding 1051425.00

MOD 12

7201AA 130063179300001 (8000.00)

LLA :

A8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003904005

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Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AC 130067499900001 (82410.00)

LLA :

B1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004215898

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AD 130067499900003 (50000.00)

LLA :

B2 97X4930 NH1J 251 77777 0 050120 2F 000000 A10004215898

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AA 130063179300002 (3500.00)

LLA :

A8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003904005

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AC 130067499900002 (3500.00)

LLA :

B1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004215898

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AD 130067499900004 (3500.00)

LLA :

B2 97X4930 NH1J 251 77777 0 050120 2F 000000 A10004215898

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 12 Funding -150910.00

Cumulative Funding 900515.00

MOD 13

7401AA 130070006100001 85000.00

LLA :

B3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004422315

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AB 130070006100003 184000.00

LLA :

B3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004422315

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401AA 130070006100002 1500.00

LLA :

B3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004422315

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401AB 130070006100004 1500.00

LLA :

B3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004422315

Contractor may NOT perform against this SLIN after POP date identified in Section

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F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 13 Funding 272000.00
Cumulative Funding 1172515.00

MOD 14

9401AC 130072922400001 3500.00

LLA :

B4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004618967

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 14 Funding 3500.00
Cumulative Funding 1176015.00

MOD 15

7401AC 130074010300001 111000.00

LLA :

B4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004684942

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 15 Funding 111000.00
Cumulative Funding 1287015.00

MOD 16

7401AD 130074970200001 35000.00

LLA :

B5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004770297

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7401AE 130074970200002 100000.00

LLA :

B6 97X4930 NH1J 251 77777 0 050120 2F 000000 A10004770297

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 16 Funding 135000.00
Cumulative Funding 1422015.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

| ITEM(S) | ALLOTTED TO COST | ALLOTTED TO FEE | ESTIMATED PERIOD OF PERFORMANCE |
|---------|------------------|-----------------|---------------------------------|
| * | \$ | \$ | |

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

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

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

* to be completed at time of award/modification

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APRIL 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.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of

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the contractual work statement which is not affected by the disputed technical instruction.

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(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 0 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 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 (j) 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) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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(h) 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.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) 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.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

THIS CONTRACT INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THIS/THESE ADDRESS (ES):

[HTTP://WWW.FARSITE.HILL.AF.MIL/](http://www.farsite.hill.af.mil/)

52.209-2 -- PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-- REPRESENTATION (DEC 2014)

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

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)

52.222-40 – NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

52.232-39 CLAUSE FOR UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

52.232-40 ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2015)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC HAZARDOUS MATERIALS (SEP 2014)

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2014)

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES

252.246-7007 CONTRACTOR COUNTERFEIT PART DETECTION AND AVOIDANCE SYSTEM

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

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

ITEM(S)

LATEST OPTION EXERCISE DATE

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CLIN 7200 & 7100 No later than 12 months after the TO Award date.
 CLIN 7400 & 7300 No later than 24 months after the TO Award date.
 CLIN 7600 & 7500 No later than 36 months after the TO Award date.
 CLIN 7800 & 7700 No later than 48 months after the TO Award date.
 CLIN 7900 No later than 60 months after the TO Award date.
 CLIN 9200 & 9100 No later than 12 months after the TO Award date.
 CLIN 9400 & 9300 No later than 24 months after the TO Award date.
 CLIN 9600 & 9500 No later than 36 months after the TO Award date.
 CLIN 9800 & 9700 No later than 48 months after the TO Award date.
 CLIN 9900 No later than 60 months after the TO Award date

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

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

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-O0014) (AUG 2013)

(1) ***

(2) SSR.

(i) Reports submitted under individual contract plans*****

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **\$216,892** or the overtime premium is paid for work --

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

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

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of

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transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

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

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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

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

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

FAR 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2014)

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

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

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(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or

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subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records

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available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.244-2 SUBCONTRACTS (OCT 2010)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

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(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space

Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space

Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting

Officer's written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

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(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data

were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the

Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013-O0014) (AUG 2013)

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* * * * *

(a)

Definitions. As used in this clause— * * *

“Summary Subcontract Report (SSR) Coordinator,” means the individual who is registered in eSRS at the Department of Defense (9700).

* * * * *

(h) (1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (“Agency to which the report is being submitted”) by selecting the “Department of Defense (DoD) (9700)” from the top of the second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-O0001)(OCT 2015)

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

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts” within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

- (1) Why a particular security requirement is not applicable; or
- (2) How an alternative, but equally effective, security measure is used to compensate for the

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inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-O0001)(OCT 2015)

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly

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mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

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(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,”

(see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts”, which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance

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certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the

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contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

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SECTION J LIST OF ATTACHMENTS

Exhibit A- Contract Data requirements List, DD Form 1423

Attachment 1 DD254 20160107

Attachment 2 Wage Determination, Rev 6

Attachment 3 GFI Form

Attachment 4 ROM Template Rev 16

Attachment 5 Scheduled GFP Form

Attachment 6 Quality Assurance Surveillance Plan

Attachment 7 Labor Catagory Descriptions

Exhibit A- Contract Data requirements List, DD Form 1423