

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
P000153. EFFECTIVE DATE  
15-Mar-20194. REQUISITION/PURCHASE REQ. NO.  
NA5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N61331

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

S0701A

NSWC, PANAMA CITY  
110 Vernon Avenue  
Panama City FL 32407-7001  
[REDACTED]DCMA HARTFORD  
130 DARLIN STREET  
EAST HARTFORD CT 06108-3234

SCD: C

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

SCIENCE APPLICATIONS INTERNATIONAL CORP  
12010 Sunset Hills Road  
Reston VA 20190

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119 / N6133118F3013

10B. DATED (SEE ITEM 13)

05-Aug-2018

CAGE CODE  
6XWA8

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

[ ]

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

[X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
52.243-2 Changes, Cost Reimbursement

[ ] 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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

15-Mar-2019

NSN 7540-01-152-8070

30-105

**STANDARD FORM 30** (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 2 of 2	FINAL
----------------------------------	-------------------------------------	--------------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to delete and upload Section J Attachment J.6 DD254 referenced on Modification P00014: A. Section J, Attachment\_J.6\_DD254\_07232018 is hereby deleted and replaced with Attachment\_J.6\_DD254\_Rev1\_08152018. B. Except as provided herein, all terms and conditions of the document referenced in Item 10A, as hereto fore changed, remains unchanged and in full force and effect. A conformed copy of this Task Order is attached to this modification for informational purposes only. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,574,300.00 by \$0.00 to \$2,574,300.00.

The total value of the order is hereby increased from \$4,093,957.84 by \$0.00 to \$4,093,957.84.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 1 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

## 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	CPFF - See Section B, Notes A & D. The Contractor shall provide non-personal services support for Mission Deployed Systems and Special Programs Engineering and Fleet Support in accordance with Section C, Performance Work Statement; Attachment J.2, DD Form 254 and the Contract Data Requirements List in Section J. (Fund Type - TBD) (Fund Type - TBD)					\$3,512,485.84
700001	R425	PR 1300700096 10 USC 2410a Authority is invoked (O&MN,N)					
700002	R425	PR 1300730054 10 USC 2410a Authority is invoked (O&MN,N)					
700003	R425	PR 1300730056 10 USC 2410a Authority is invoked (O&MN,N)					
700004	R425	PR 1300730161 10 USC 2410a Authority is invoked (O&MN,N)					
700005	R425	PR 1300722941 10 USC 2410a Authority is invoked (WCF)					
700006	R425	PR 1300722941 10 USC 2410a Authority is invoked (WCF)					
700007	R425	PR 1300729169 10 USC 2410a Authority is invoked (RDT&E)					
700008	R425	PR 1300727649 10 USC 2410a Authority is invoked (RDT&E)					
700009	R425	PR 1300731799 10 USC 2410a Authority is invoked (OPN)					
700010	R425	PR 1300737888 TI-0004 10 USC 2410a Authority is invoked (O&MN,N)					
700011	R425	PR 1300741995 TI-0006 10 USC 2410a Authority is invoked (O&MN,N)					

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 2 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700012	R425	PR 1300741409 TI-0005 (RDT&E)					
700013	R425	PR 1300752520 TI 0005 10 USC 2410a Authority is invoked (O&MN,N)					
700014	R425	PR 1300756163 TI 0007 10 USC 2410a Authority is invoked (O&MN,N)					
700015	R425	PR 1300756969 TI 0004 10 USC 2410a Authority is invoked (O&MN,N)					
700016	R425	PR 1300761450 (RDT&E)					
700017	R425	PR 1300767192 TI 0002 (WCF)					
700018	R425	PR 1300766044 TI 0005 10 USC 2410a Authority is invoked (O&MN,N)					
7001	R425	CPFF - See Section B, Notes A, B & D. The Contractor shall provide non-personal services support for Mission Deployed Systems and Special Programs Engineering and Fleet Support in accordance with Section C, Performance Work Statement; DD Form 254,Contract Data Requirements List, and all other attachments in Section J. (Fund Type - TBD) (Fund Type - TBD)  Option	██████	██	██████████	██████████	\$3,532,880.78
7002	R425	CPFF - See Section B, Notes A, B & D. The Contractor shall provide non-personal services support for Mission Deployed Systems and Special Programs Engineering and Fleet Support in accordance with Section C, Performance Work Statement; DD Form 254,Contract Data Requirements List, and all other attachments in Section J. (Fund Type - TBD) (Fund Type - TBD)  Option	██████	██	██████████	██████████	\$3,543,661.20
7003	R425	CPFF - See Section B, Notes A, B & D. The Contractor shall provide non-personal services support for Mission Deployed Systems	██████	██	██████████	██████████	\$3,594,245.55

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 3 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		and Special Programs Engineering and Fleet Support in accordance with Section C, Performance Work Statement; DD Form 254,Contract Data Requirements List, and all other attachments in Section J. (Fund Type - TBD) (Fund Type - TBD)					
		Option					
7004	R425	CPFF - See Section B, Notes A, B & D. The Contractor shall provide non-personal services support for Mission Deployed Systems and Special Programs Engineering and Fleet Support in accordance with Section C, Performance Work Statement; DD Form 254,Contract Data Requirements List, and all other attachments in Section J. (Fund Type - TBD) (Fund Type - TBD)					\$3,666,429.20
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	COST - Material - See Section B, NOTE C & D. ODCs in support of CLIN 7000. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for Mission Deployed Systems material stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. (Fund Type - TBD)	1.0	LO	\$511,792.00
900001	R425	PR 1300730161 10 USC 2410a Authority is invoked (O&MN,N)			
900002	R425	PR 1300729169 10 USC 2410a Authority is invoked (RDT&E)			
900003	R425	PR 1300727649 10 USC 2410a Authority is invoked (O&MN,N)			
900004	R425	PR 1300731799 10 USC 2410a Authority is invoked (OPN)			
900005	R425	PR 1300741995 TI 0006 10 USC 2410a Authority is invoked (O&MN,N)			
900006	R425	PR 1300756163 TI 0007 10 USC 2410a Authority is invoked (O&MN,N)			
900007	R425	PR 1300752520 TI 0005 10 USC 2410a Authority is invoked (O&MN,N)			
900008	R425	PR 1300756969 TI 0004 10 USC 2410a Authority is invoked (O&MN,N)			

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 4 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R425	COST - Travel - See Section B, NOTE C & D. ODCs in support of CLIN 7000. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for Mission Deployed Systems travel stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. (Fund Type - TBD)	1.0	LO	\$69,680.00
900101	R425	PR 1300730161 10 USC 2410a Authority is invoked (O&MN,N)			
900102	R425	PR 1300730054 10 USC 2410a Authority is invoked (O&MN,N)			
900103	R425	1300730056 10 USC 2410a Authority is invoked (O&MN,N)			
900104	R425	1300729169 10 USC 2410a Authority is invoked (RDT&E)			
900105	R425	PR 1300727649 10 USC 2410a Authority is invoked (O&MN,N)			
900106	R425	PR 1300731799 10 USC 2410a Authority is invoked (OPN)			
900107	R425	PR 1300741409 TI 0005 (RDT&E)			
900108	R425	PR 1300752520 TI 0005 10 USC 2410a Authority is invoked (O&MN,N)			
900109	R425	PR 1300756969 TI 000410 USC 2410a Authority is invoked (O&MN,N)			
9002	R425	COST - Material - See Section B, NOTE B, C & D. ODCs in support of CLIN 7001. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for Mission Deployed Systems material stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. (Fund Type - TBD)	1.0	LO	\$529,682.00
		Option			
9003	R425	COST - Travel - See Section B, NOTE B, C & D. ODCs in support of CLIN 7001. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for Mission Deployed Systems travel stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. (Fund Type - TBD)	1.0	LO	\$71,984.30
		Option			
9004	R425	COST - Material - See Section B, NOTE B, C & D. ODCs in support of CLIN 7002. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for Mission Deployed Systems material stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. (Fund Type - TBD)	1.0	LO	\$548,209.60
		Option			
9005	R425	COST - Travel - See Section B, NOTE B, C & D. ODCs in support of CLIN 7002. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for Mission Deployed Systems travel stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. (Fund Type - TBD)	1.0	LO	\$74,434.50

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 5 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9006	R425	COST - Material - See Section B, NOTE B, C & D. ODCs in support of CLIN 7003. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for Mission Deployed Systems material stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. (Fund Type - TBD)	1.0	LO	\$567,384.20
		Option			
9007	R425	COST - Travel - See Section B, NOTE B, C & D. ODCs in support of CLIN 7003. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for Mission Deployed Systems travel stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. (Fund Type - TBD)	1.0	LO	\$76,967.60
		Option			
9008	R425	COST - Material - See Section B, NOTE B, C & D. ODCs in support of CLIN 7004. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for Mission Deployed Systems material stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. (Fund Type - TBD)	1.0	LO	\$587,243.10
		Option			
9009	R425	COST - Travel - See Section B, NOTE B, C & D. ODCs in support of CLIN 7004. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for Mission Deployed Systems travel stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. (Fund Type - TBD)	1.0	LO	\$79,661.10
		Option			

**NOTES:**

**NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d))**

For Labor Items, Clause HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) (NAVSEA) (MAY 2010) clause applies to these Items.

**NOTE B: OPTION**

CLIN which may be unilaterally exercised in accordance with FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA Variation) (APR 2015).

**NOTE C: ODC**

These Items are non-fee bearing CLINs. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

**NOTE D: CONTRACTS CROSSING FISCAL YEARS**

In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating this note; 10 U.S.C. 2410(a) authority applies authorizing use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve months; the CLIN must

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 6 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

begin in the fiscal year the appropriation would normally have been available.

**NOTE E:** All terms and conditions, including clauses, in the NAVSEA Seaport Multiple Award Contract (MAC) are hereby expressly incorporated into this task order request for proposal and resulting task order.

**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.

(End of Text)

**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.

(End of Text)

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)**

FIXED FEE TABLE					
Section B Cost Items		Hourly Rates		Totals	
CLIN	Qty(Hrs.)	Estimated Hourly Rate(Rate)	Fixed Fee/Hour (FF)	Fixed Fee (Hrs.*FF)	Estimated Cost (Hrs.* Rate)
7000	██████	██████	██████	██████	██████
7001	██████	██████	██████	██████	██████
7002	██████	██████	██████	██████	██████
7003	██████	██████	██████	██████	██████
7004	██████	██████	██████	██████	██████

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE"(FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(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



CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 7 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

of the funds obligated under this contract.

(End of Text)

**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.

(End of Text)

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

This entire contract is cost type.

(End of Text)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 8 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

24 April 2017

### PERFORMANCE WORK STATEMENT FOR MISSION DEPLOYED SYSTEMS AND SPECIAL PROGRAMS ENGINEERING AND FLEET SUPPORT

#### 1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD) Science & Technology Department has a requirement to support various Mission Deployed Systems and Special Programs. These programs support Naval Sea Systems Command, the Office of Naval Research, the United States Special Operations Command, Naval Special Warfare Groups, the Intelligence Community, and other Department of Defense (DoD) activities. This Performance Work Statement (PWS) identifies Contractor requirements to provide programmatic, engineering, logistics and technical support for unique, highly specialized unmanned systems such as the Advanced Undersea Weapons System (AUWS); payloads and payload delivery capabilities for unmanned underwater vehicles, unmanned surface vehicles, and unmanned aerial vehicles; remote sensors including acoustic, radio frequency, electro optic, seismic, magnetic, pressure and chemical/biological; shipboard systems such as SEAVIEW; Lion Hunter; Special Operations Forces (SOF) mission equipment; and Intelligence, Surveillance and Reconnaissance (ISR) payloads or collection systems.

#### 1.1 Acronym List

A&E	Ammunition and Explosive
AIM	Authoring Instructional Material
AUWS	Advanced Undersea Weapons System
CDRL	Contract Data Requirement List
CM	Configuration Management
COR	Contracting Officer Representative
CSDS-5	Commander Submarine Development Squadron 5
DoD	Department of Defense
ECP	Engineering Change Proposal
ESO	Explosives Safety Officer
GFI	Government Furnished Information
GFP	Government Furnished Property
IA	Information Assurance
ICAPS	Interactive Computer-Aided Provisioning System
ILS	Integrated Logistics System

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 9 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

ISR	Intelligence, Surveillance, and Reconnaissance
IT	Information Technology
MIP	Maintenance Index Pages
MRC	Maintenance Requirements Card
NAVSUP	Naval Supply Systems Command
NSA PC	Naval Support Activity Panama City
NSWC PCD	Naval Surface Warfare Center Panama City Division
ODC	Other Direct Cost
OEM	Original Equipment Manufacturer
PCO	Procuring Contracting Officer
PTD	Provisioning Technical Document
PWS	Performance Work Statement
RCM	Reliability Centered Maintenance
SOF	Special Operations Forces
SOP	Standard Operating Procedure
TRR	Test Readiness Review
TSRC	Test Safety Review Committee
VTC	Video Teleconferencing Capabilities

## 2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this Performance Work Statement (PWS) to the extent specified herein. In the event of conflict between the documents referenced and the contents of this PWS, the PWS shall take precedence. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for guidance only.

### 2.1 Military Standards

- (a) MIL-STD-38784A: Manuals, Technical: General Style and Format Requirements, dated 11 Jul 2016
- (b) MIL-STD-31000A: Technical Data Packages, dated 26 Feb 2013
- (c) MIL-STD-3034A: Reliability-Centered Maintenance (RCM) Process, dated 29 Apr 2014

### 2.2 Military Specifications

- (a) MIL-PRF-85337B: Manuals, Technical: Quality Assurance Program; Requirements for, dated 19 Jan 2017

### 2.3 Other Documents

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 10 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

- (a) MIL-HDBK-29612/2A: Instructional Systems Development/Systems Approach to Training and Education (Part 2 of 5 Parts), dated 31 Mar 2016
- (b) MIL-HDBK-61A: Configuration Management Guidance, dated 07 Feb 2001
- (c) MIL-HDBK-217F: Reliability Prediction of Electronic Equipment, dated 28 Feb 1995
- (d) MIL-HDBK-781A: Reliability Test Methods, Plans, and Environments for Engineering Development, Qualification, and Production, dated 30 Jan 2015
- (e) SAE EIA-632: Processes for Engineering a System, dated Sep 2003
- (f) EIA 649B: Configuration Management Standard, dated 1 Apr 2011
- (g) NSWPCDINST 5296.2: Management of Forklift Safety Program, dated 03 Feb 2009
- (h) ISO 9001:2015: Quality Management System dated Jan 2015
- (i) OPNAVINST 8020.14A Change 1: Department of the Navy Explosives Safety Management Policy Manual, dated 15 Feb 2014
- (j) DOD 4145.26-M: DOD Contractors' Safety Manual for Ammunition and Explosives, dated 13 Mar 2008
- (k) NSWPCDINST 8023.4F: NSWC PCD Explosives Safety Policies, Requirements, and Procedures, dated 17 May 2017
- (l) NAVSUP Publication P-805 Revision 5: Navy and Marine Corps Conventional Ammunition Sentencing Receipt, Segregation, Storage and Issue Sentencing, dated 03 Jan 2017
- (m) NSWPCDINST 3110.2A: Dispatching, Operating, and Reporting Procedures for NSWC PC Support Craft, dated 05 Jan 2006
- (n) NSWPCDINST 3960.6A: Test and Evaluation Manual, dated 14 Mar 2015

**NOTE:** Military Specifications, Standards, and Handbooks are available from: <https://assist.dla.mil/online/start/>. OPNAV Instructions are available at <https://doni.daps.dla.mil/OPNAV.aspx>. DoD Instructions are available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. NAVSUP documents available at [https://nll.navy.mil/web/public\\_detail.cfm?stock\\_number=0530LP1133626](https://nll.navy.mil/web/public_detail.cfm?stock_number=0530LP1133626). NSWC PCD Instruction(s) provided with the solicitation.

### 3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officer's Representative (COR) and Contract Specialist to conduct a kick-off meeting within ten working days after the effective date of the task order. This meeting's date, time and location shall be determined at time of effective date.

(a) The Contractor shall assume Responsibility for this task order within 45 calendar days after effective date to include assuming responsibility for any Government Furnished Property (GFP) and hiring personnel. Within ten days of the task order effective date, the contractor shall provide a transition plan annotating the time line for acquiring the GFP and hire personnel that are certified in accordance with this PWS.

(b) During performance in the task areas defined in this PWS, the Contractor may require access to information that is proprietary to the Original Equipment Manufacturers (OEMs) or original software developers of systems, subsystems, and components some of which may or may not have already been delivered to the Government. The

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 11 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Contractor shall negotiate in good faith and enter into appropriate agreements (e.g., subcontracts, Associate Contractor Agreements (ACA), or Non-Disclosure Agreements (NDA)) with pertinent OEMs or software developers to gain access to such information as required to perform the tasks defined in this PWS.

(c) The Contractor shall ensure that employees shall communicate in and understand the English language and shall be United States (U.S.) citizens prior to being admitted to a Government facility. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contractor shall remove from the site any individual whose continued employment is deemed by the Government to be contrary to the public interest or inconsistent with the best interests of National Security.

(d) The Contractor is responsible for ensuring all new employees are fully trained to meet functional position requirements. For Government mandatory training (i.e. Safety, Personally Identifiable Information (PII), etc.) the Contractor shall ensure all Contractor personnel working onsite in a Government facility are registered in the U.S. Navy Total Workforce Management Services (TWMS) website at <https://twms.navy.mil/selfservice/login.asp>. The Government will identify mandatory training through this website and the Contractor shall monitor and ensure that Contractor employees complete required mandatory training requirements by the required completion dates. The Contractor shall provide the following information for each employee that will be working onsite at a Government facility within 30 days of the task order effective date: Employees Last Name, First Name (No nicknames); Reporting Date, Contract Number, Job Title and the Government Contracting Officers Representative (COR) Organization Code. The Contractor shall document changes to this list (additions or departures) and training completion tracking information in the task order Contract Status Report.

(e) Any additional onsite training in the support of NSWC PCD specific application problems will be provided by the Government as required. When additional training is required or specifically requested by the Government, the costs associated with attending this training will be specified in individual task orders and shall be approved by the Procuring Contracting Officer (PCO) and purchased under the Other Direct Cost (ODC) line items for the task order.

(f) Cyber Information Technology (IT) / Cybersecurity Workforce (CSWF) – the Contractor shall identify any personnel assigned to work on the contract that are considered part of the CSWF as defined in DoD Directive 8140.01 within 30 days of the task order effective date by providing the information required by paragraph (c) above. The Contractor shall ensure all CSWF personnel are registered in the U.S. Navy Total Workforce Management Services (TWMS) website at <https://twms.navy.mil/selfservice/login.asp>. The Government will identify mandatory CSWF training through this website and the Contractor shall monitor and ensure that Contractor employees complete required mandatory training requirements by the required completion dates. CSWF personnel may be required to complete additional training outside of TWMS. The Contractor shall document changes to the CSWF list (additions or departures) and provide CSWF training and certification tracking information in the task order Contract Status Report.

(g) Work at Government Facility:

This task order shall be partially performed at the Government's facility located at the Naval Surface Warfare Center - Panama City Division, 110 Vernon Avenue, Panama City, FL 32407-7001. The Government will provide office space for up to 3 personnel including access to 3 Next Generation (NEXGEN) enabled computers and 3 telephones under this order. The Government will also provide the consumables for the stated equipment such as paper, toner cartridges, etc. The specific location(s) will be provided at time of the task order effective date. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than thirty business days after the effective date of the task order. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

Access to Government buildings at Naval Support Activity Panama City (NSA PC) is from 0600 to 1800 Monday through Friday, except Federal holidays. Normal work hours are from 0600 to 1700, Monday through Friday. Contract personnel shall always work under Government oversight unless otherwise specified by the Procuring

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 12 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Contracting Officer (PCO). Contractor personnel are not allowed to access any Government buildings at NSA PC outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

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

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

(h) Contractor-operated vehicles shall meet the following criteria:

The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration.

The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in one and one-half inch (1 ½") lettering. The color of the marking may be either black or blue to match other vehicle markings, and in close proximity to the USN number.

Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor- furnished equipment or vehicles or personal owned vehicles on Government property.

(i) INERT Ammunition and Explosive (A&E) Handling Requirements

There will not be handling of live A&E under this task order. It is anticipated that the Contractor may be required to handle inert A&E during test and evaluation evolutions. The Contractor shall:

- Comply with all Contractor and contractual requirements of OPNAVINST 8020.14A with Change 1
- Contractors handling inert A&E shall comply with the safety requirements promulgated in DOD 4145.26-M.
- The Contractor shall report to the Government any A&E requirements that are not being met per the references as or if they occur.
- The Contractor shall ensure processes that maintain the accuracy and currency of all inert inventory and inert inventory related records, and ensure project and program compliance with the directives that determine the manner in which they are maintained and reported.
- Ensure the accuracy of all requisitions, processing transactions, disposition request, and inventory accountability

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 13 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

of all NSWC PCD ordnance related items.

- Monitor the cleanliness and proper housekeeping of inert ordnance areas, including maintenance of safeguards and physical security.
- Ensure that tools and handling equipment are properly stored and restricted to uses specified.
- Review the procedures for Inventory and Management of Ordnance and Ordnance related Items which relate to NSWC PCD per NAVSUP P-805 Revision 5; NSWCPCDINST 8023.4F and ensure these items are traceable to an Ordnance Item Custodian and reported accurately in the requisite database under these provisions.

The Contractor shall, using the guidance of PWS paragraphs 2.1, 2.2, 2.3, and Government Furnished Information (GFI), provide all labor and materials required to support the following task areas:

### **3.1 Task Area # 1 Program Management Support**

The Contractor shall provide program support to include expert technical input required to support project planning, cost estimating, budgeting, expenditure control, personnel labor planning, program tracking, status reporting, and analyzing prospective future program requirements.

#### **3.1.1 Program Management and Documentation Support (CDRL A002)**

The Contractor shall provide input and support the development, analysis, and update processes of acquisition, transition, and Fleet support documentation. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s). This documentation may include items such as Concept Design Documents, System Design Documents, Design Review documentation, Computer Information Assurance (IA) and Cyber-Security plans, Material Fielding Plans, Life Cycle Cost Estimates, Quality plans, Risk management assessments, Computer Resources Life Cycle Management Plans, Level of Repair Analysis, Obsolescence and Diminishing Resources Plans, Systems Safety Plans, Temporary Alteration, Deep Submergence and Carry-On Approval Plans, and maintenance plans.

#### **3.1.2 Financial and Scheduling Support (CDRL A003, A004)**

The Contractor shall provide program financial accounting and scheduling support by performing downloads from both Navy Enterprise Resource Planning (NERP) and Corporate Database (CDB) Web, as required. Historical data extracted from these financial support systems will be used by NSWC PCD to develop progress reports to Sponsors. In addition, the data will be used to support NSWC PCD internal management reviews as well as Project Reviews. The Contractor shall also support requirements for specific cost data calls by implementing unique queries or quick hits, as required. Additionally, the Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

#### **3.1.3 Presentation Material, Agendas, and Meeting Minutes (CDRL A005, A006, A007)**

The Contractor shall participate in Mission and Deployed Systems and Special Programs meetings such as planning sessions, team meetings, issues meetings, and sponsor meetings to stay abreast of program plans and status. The Contractor shall provide support to various meetings by developing presentation materials, agendas, and meeting minutes. The Contractor shall also develop, produce, and deliver all required documentation outlined in the applicable CDRL(s). As necessary, the Contractor shall coordinate and host meetings for up to 40 participants per meeting and be able to provide unclassified video teleconferencing (VTC) capabilities.

### **3.2 Task Area # 2 Engineering Design, Development and Technical Support (CDRL A008)**

The Contractor shall provide engineering design and systems engineering support using SAE EIA-632 for guidance. The Contractor shall support research, design, development, modeling, analysis, and software and firmware analysis support for Mission Deployed Systems and Special Programs. This includes analysis, troubleshooting, installation, retrofit, maintenance, user console hardware and software interoperability, test and evaluation, and independent verification and validation for products developed by other manufacturers or

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 14 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Contractors. These tasks include efforts and equipment such as:

- Unmanned systems and sensors,
- Mission payloads,
- Electrical, electronics, mechanical systems
- Computer systems and software
- Human factors
- Acoustics
- Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) sensors and systems
- Safety
- Testing and evaluation
- Naval architecture engineering disciplines.

This support may be needed for new concept systems, in-development systems, or in-service systems. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

### **3.2.1 Engineering Models and Prototype Development (CDRL A008)**

The Contractor shall provide technical support in the design, fabrication, and testing of Mission Deployed Systems and Special Programs systems, subsystems and hardware. The Contractor shall support the entire engineering development phase including requirements definition, design, fabrication of prototypes or test models, procurement of components and subsystems, testing, and installation. These models or prototypes may be developed from engineering documentation generated by the Contractor or Government. Hardware and material items to be developed or procured include, but are not limited to unmanned vehicle subsystems, sensors and payloads, C4ISR equipment and radios, PC boards, connectors, receptacles, winches, cables and cable assemblies, displays, etc. In addition, the Contractor shall support implementation of engineering change proposals. The Contractor shall ensure all specifications are sufficiently detailed to permit design, eventual production, and evaluation of the end item. The Contractor shall keep all specifications current for the duration of the task order. A suitable data and Configuration Management (CM) system shall be in place at the Contractor's facility. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

### **3.2.2 Fleet Support**

In addition, the Contractor shall support assembly of installation and checkout kits, pack-up kits, logistics support kits, replacement equipment, or related hardware and material items needed to maintain Fleet readiness for deployed systems and equipment. This support may be performed at the Contractors' facility, NSWC PCD or other locations including field duty stations.

### **3.2.3 Engineering and Technical Documentation (CDRL A009, A010, A011, A012, A013, A014)**

The Contractor shall provide support to the Government by providing input to the development, review, update and maintenance processes for engineering and technical documentation and associated lists. The Contractor shall also develop, produce, and deliver all required documentation outlined in the applicable CDRL(s). This documentation may include items such:

- Engineering drawings / parts lists and Technical Data Packages using MIL-STD-31000A for guidance
- Specifications



CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 15 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

- Technical reports
- Design documentation
- Failure reports
- Engineering change documentation
- Certification and accreditation packages
- Temporary alteration packages for special operations and related programs.

### **3.2.4 Technical Manuals (CDRL A015)**

The Contractor shall review, update, and maintain technical manuals, as well as special system instructions such as Pre-dive/Post-dive Instructions and Checklists using MIL-STD-38784A and MIL-PRF-85337B for guidance. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

### **3.2.5 Test Support (CDRL A016, A017)**

The Contractor shall provide technical expertise and support test and evaluation (T&E) of systems and equipment that are developed by the Government or are third party vendor products under evaluation by the Government. The Contractor shall review requirements, specifications and other documents related to the project to evaluate technical adequacy, identify alternatives, and technically support the evaluation of system experimentation and testing to provide assessment of capabilities, suitability and sustainability. The Contractor shall provide technical and engineering input during the development of specifications and requirements documents for systems and equipment for Fleet use. The Contractor shall interface closely with the Government design teams to develop integration and test documents such as plans, procedures, schedules and reports. The Contractor shall participate in test and evaluation working group meetings and technically support the activities of the working groups. The Contractor shall participate in Test Readiness Review (TRR) and Test Safety Review Committee (TSRC) meetings on plans and procedures. In support of T&E tasks, the Contractor shall be required to operate Government owned vehicles and equipment to include trucks, golf carts, forklifts, and small boats. Operators shall be licensed in accordance with State law. Forklifts shall be operated in accordance with NSWCPCDINST 5296.2. The personnel may ride both small boats and large ships during testing. Insurance above and beyond that required under the basic contract to cover vessels, equipment, and general liability is not required and will not be reimbursed under this task order. In support of T&E tasks the Contractor may be required to handle and place inert ordnance. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s). This may include items in development, or repaired or refurbished equipment prior to re-issue to the Fleet. Test support may include labor, facilities, specialized test equipment, supplies and incidental materials as required by the applicable test plans.

All Test and Evaluation conducted that involves NSWC PCD personnel or equipment shall comply with NSWCPCDINST 3960.6A; Naval Surface Warfare Center, Panama City Division Test and Evaluation Manual.

All operators of small boat shall be required to comply with NSWCPCDINST 3110.2A; Dispatching, Operating, and Reporting Procedures for Naval Surface Warfare Center Panama City (NSWC PC) Support Craft.

### **3.2.6 Software Development Support**

The Contractor shall provide technical support in the design, development, documentation, testing and maintenance of Mission Deployed Systems and Special Programs software. The Contractor shall support the entire engineering development process including requirements definition, design, development of software modules, development of testing tools and test plans, procurement of required software development tools and environments, software testing, integration and installation. This software may be developed from engineering documentation generated by the Contractor or Government. Software items to be developed or procured include,

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 16 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

but are not limited to, applications in support of training and simulation, data analysis routines, data display software and real-time navigation. In addition, the Contractor shall support implementation of software and engineering change proposals. The Contractor shall ensure all specifications are sufficiently detailed to permit design, development, and evaluation of all software items. The Contractor shall keep all specifications current for the duration of the task order. A suitable version control and Configuration Management (CM) system shall be in place at the Contractor's facility.

### **3.3 Task Area # 3 Logistics Support (CDRL A018)**

The Contractor shall provide logistics support for Mission Deployed Systems and Special Programs. The Contractor shall develop, review, update, and maintain integrated logistics system (ILS) documentation for special operations and related systems and equipment. Tasking may include efforts such as assessing the impact of engineering change proposals (ECP) on logistic support, configuration documentation, status reporting, tracking, participating in meetings, and providing input to or preparing program and logistics schedules. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

#### **3.3.1 Supply Support Provisioning Technical Documentation (PTD) (CDRL A019)**

The Contractor shall develop, review, update, and maintain Supply Support Plans and PTD to include items such as Provisioning Parts Lists, Common and Bulk Items Lists, Allowance Parts Lists (APL), and Allowance Equipment Lists (AEL). PTD shall be delivered using Interactive Computer-Aided Provisioning System (ICAPS) software. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

#### **3.3.2 Planned Maintenance System (PMS) Documentation (CDRL A020, A021, A022)**

The Contractor shall conduct Reliability Centered Maintenance (RCM) analysis and produce Maintenance Index Pages (MIP) and Maintenance Requirements Cards (MRC) using MIL-STD-3034A for guidance. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

### **3.4 Task Area # 4 Configuration Management Support (CDRL A023, A024)**

The Contractor shall support the initial population, and subsequent analysis, maintenance and update of life cycle system management information contained in Navy, DoD, or SOF databases using EIA 649 and MIL-HDBK-61A for guidance to include analysis and posting of engineering change proposals, failure reports, inventory data, technical and programmatic data, and related program information. The Contractor also shall support configuration audit actions necessary to maintain Fleet availability, and develop, review, update, and maintain Configuration Management Plans and Class Maintenance Plans. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

### **3.5 Task Area # 5 Reliability, Maintainability, and Availability Support (A025, A026, A027, A028, A029, A030)**

The Contractor shall analyze system and equipment reliability, maintainability and availability using MIL-HDBK-217F and MIL-HDBK-781A for guidance. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s). This effort shall include providing technical input to the development of reliability and maintainability predictions, and reliability block diagrams.

### **3.6 Task Area # 6 Training Support**

The Contractor shall provide training support including analyzing training requirements and assessing the impact of engineering changes on training of Mission Deployed Systems and Special Programs and equipment.

#### **3.6.1 Formal Curriculum (CDRL A031, A032, A033)**

The Contractor shall develop, review, and update formal training materials for operator and maintenance courses. Curriculum includes the training project plan, course training task list, training course control document, lesson

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 17 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

plan, trainee guide, test packages, instructional media materials, and fault insertion guide developed in accordance with GFI and MIL-HDBK-29612/2A(2). The Contractor shall recommend changes and coordinate updates with the appropriate training activity (such as Commander Submarine Development Squadron 5 (COMSUBDEVRON FIVE) and NSWC PCD engineers, and shall input approved markups into the appropriate Authoring Instructional Materials (AIM) database. The Contractor also may participate in monitoring of the courses. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

### **3.6.2 Differences Curriculum (CDRL A031, A032, A033)**

The Contractor shall assess the differences between existing and updated systems and equipment and produce differences curriculum. Difference course materials shall be generated in suitable electronic format, typically MS Word and PowerPoint. The Contractor shall also assist in conducting differences training for operator and maintenance courses. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

### **3.6.3 Training Tools (CDRL A034)**

The Contractor shall develop tools that are used to support Mission Deployed Systems and Special Programs and related systems equipment training, such as unmanned vehicle and sensor systems, displays, and computer based tools, simulators and operational familiarizers. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

### **3.7 Travel**

The Contractor may be required to travel from the primary performance location when supporting this requirement. Travel in support of this requirement is anticipated to include, but may not be limited to, the following alternate performance locations:

- San Diego, CA
- Washington D.C.
- Groton, CT
- Tampa, FL
- Orlando, FL
- Key West, FL
- New Orleans, LA
- Baltimore, MD
- Indian Head, MD
- Boston, MA
- Falmouth, MA
- Pocasset, MA
- Stennis Space Center, MS
- Norfolk, VA
- Chesapeake, VA,
- Seattle WA
- Bremerton, WA
- Honolulu, HI
- Guam

The number of times the Contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. All travel requirements will be approved by the Contracting Officer via a Technical Instruction (TI). Before initiating any travel, the Contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Actuals cost, resulting from the performance of travel requirements, shall be reported as part

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 18 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

of the Contractor's monthly status report. The reportable cost shall also be traceable to the Contractor's invoice. The Contractor(s) will be reimbursed for its reasonable actual travel costs in accordance with HQ B-2-0020 Travel Cost – Alt I (NAVSEA)(Dec 2005) of the SeaPort Multiple Award Contract. Travel expenses are limited by the Department of Defense Joint Travel Regulations. If Contractor handling of inert A&E is required at a remote location - prior to initial operations, for each location Afloat or Ashore, Contractor operating personnel shall contact the local Ordnance Officer, Weapons Officer, Explosives Safety Officer (ESO), or other appropriate authority. Contractor operating personnel shall (a) disclose the scope of work and (b) obtain written guidance applicable to the specific proposed-operations, for each location Afloat or Ashore.

### **3.8 Purchases**

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$3,500 shall be approved by the Contracting Officer via a TI prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval. Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the PCO for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

### **3.9 Safety Program (CDRL A035)**

The Contractor shall document and implement a Safety Program for all non-office related work performed under this Task Order. The Contractor shall describe or reference in a Safety Plan the methods that will be used to identify and apply safety and hazard control. The Safety Plan shall list the industry safety standards or specifications that are the sources of safety requirements with which the Contractor is required to comply and any others the Contractor intends to use. The Safety Plan shall address:

- Equipment Operation, Transport, Handling, Assembly and Storage
- Equipment Test and checkout
- Equipment fabrication, modification, test and inspection
- Emergency operations
- General safety and fire requirements not covered above
- Such other operations deemed necessary by the Contractor to safely execute the requirements of the Task Order.

The Contractor shall describe in the Safety Plan the techniques and procedures to be used by the Contractor to ensure that the objectives and requirements of the safety program are met in the safety training for engineers, technicians, operating, and maintenance personnel. The Safety Plan shall describe the mishap and hazardous malfunction analysis process for mishaps and the process for mishap and malfunction reporting to the COR, PCO, and any other Government officials required. The Contractor shall conduct all non-office functions in accordance with the approved Safety Plan. 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, state, and local occupational safety and health requirements. The Contractor shall ensure employees have appropriate Personal Protection Equipment (PPE) and that all employees have all required training and certifications related to Occupational Safety and Health requirements. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 19 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

### 3.10 Quality Assurance (CDRL A036)

The Contractor shall provide and maintain a Quality Management System (QMS) that meets the requirements of ISO 9001:2015. The Contractor shall submit a Quality Assurance Program Plan (QAPP) to the COR within 30 days after the task order effective date that documents the quality system procedures, planning, and all other documentation and data that comprise the QMS for Government review and approval. The QAPP shall identify the means by which the Contractor will ensure quality system effectiveness and demonstrate comprehensive management and review of their process data, to identify trends and progress in quality of services and data products provided. The QAPP shall describe what is measured, how often it is tracked, and who reviews and assures that appropriate action is initiated when trends are unfavorable. The Government may perform inspections, validations, verifications and/or evaluations deemed necessary to ascertain conformance and compliance to the requirements and adequacy of the implemented procedures. The Government reserves the right to disapprove the QMS or portions thereof when it fails to meet its contractual requirements. The supplier shall require a QMS of its sub-tier suppliers to ensure control of quality of the services and data products or supplies provided. The Contractor shall develop, produce, and deliver all required documentation outlined in the applicable CDRL(s).

### 3.11 Contractor Status Report (CDRL A001)

(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. 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/NUWCNewport/Partnerships/Commercial-Contracts/Information-eCRAFT-/under eCRAFT information](http://www.navsea.navy.mil/Home/Warfare-Centers/NUWCNewport/Partnerships/Commercial-Contracts/Information-eCRAFT-/under%20eCRAFT%20information). The eCRAFT e-mail address for report submission is: [Ecrafft.nuwc.npt.fct@navy.mil](mailto:Ecrafft.nuwc.npt.fct@navy.mil). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

The Contractor shall submit 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.

(3) 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 the following two websites:

**Standard eCRAFT Labor Categories:** <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWCNewport/Partnerships/Commercial-Contracts/Labor-Categories/>

**Service Contract Act (SCA) Labor Categories:**

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

### 3.12 Navy Enterprise Resource Planning (NERP) Access

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 20 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Contractor personnel assigned to perform program or project management work under this task order may require limited access to the NERP System which requires a Common Access Card (CAC). The Contractor shall submit a request for NERP access and the role required via the COR to the Competency Role Mapping Point of Contact (POC).

Items that must be completed prior to requesting a role for NERP include: Systems Authorization Access Request Navy (SAAR-N), DD Form 2875 , Annual IA training certificate and Office of Personnel Management (OPM) Questionnaire for National Security Positions (Standard Form (SF) 86).

(a) For directions on completing the SF86, the Contractor is instructed to consult with their company's Facility Security Officer (FSO). In order to maintain access to required systems, the Contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations.

(b) All Contractor personnel requiring access to NERP require a Common Access Card (CAC). The Contractor shall be responsible to ensure that all employees that require CAC are processed in a timely manner. The COR will assign a Trusted Agent (TA) and sponsor to support the Contractor Facility Security Officer (FSO) in navigating the process to obtain Common Access Cards (CAC) through the Trusted Associate Sponsorship System (TASS). The Contractor shall use Section J, Exhibit C - TASS FAQ Applicant.pdf - for additional information. Additional information on the process for Contractors requiring a CAC can be found at: <http://www.cac.mil/common-access-card/getting-your-cac/for-contractors/>.

#### **4.0 GOVERNMENT FURNISHED PROPERTY**

##### **4.1 Government Furnished Information (GFI)**

The Government will provide the Contractor with documentation as required. All Government furnished information (GFI) shall be returned within 10 days after completion of the task order, unless otherwise directed in writing by the Contracting Officer.

##### **4.2 Government Furnished Property (GFP)**

The Government will provide the Contractor with relevant GFP, to be determined later and issued as required to complete the task order. All GFP shall be returned within 10 days after completion of the task order, unless otherwise directed in writing by the Contracting Officer.

#### **5.0 SECURITY**

The highest security classification and access for work under this task order is TOP SECRET, Sensitive Compartmented Information (SCI). Performance of this contract will require Contractor to receive and generate national security information classified up to the SECRET level. All unclassified portions of such data and information shall be defined as sensitive information and be protected under Public Law 100-235.

Contractor may be required to research various classified mines and ordnance documents that are available only on the Secret Internet Protocol Router Network (SIPRNET). To view and download these classified documents, Contractor personnel require SIPRNET access. Additionally some of these documents carry North Atlantic Treaty Organization (NATO) security classification. Contractor may be required to access the XACTA system, which is available only on Joint Worldwide Intelligence Communications System (JWICS). To access the system, Contractor personnel require JWICS access and the appropriate clearance.

Provisions of the attached DD Form 254 for this task order apply.

#### **RELEASE OF INFORMATION**

(a) Release of information shall be in accordance with Section I, DFARS Clause 252.204-7000, Disclosure of Information.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 21 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(b) All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information to preclude access by any person or entity not authorized such access by the Government.

### **5.1 Controlled Unclassified Information (CUI)**

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

### **5.2 Minimum Requirements for Access to Controlled Unclassified Information (CUI)**

Prior to access, Contractor personnel requiring access to Department of the Navy (DoN) controlled unclassified information (CUI) or "user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DoN Central Adjudication Facility.

### **5.3 Minimum Protection Requirements for Controlled Unclassified Information**

Security classification guides and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

### **5.4 For Official use Only (FOUO)**

FOUO is a document designation, not a classification. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the Freedom of Information Act (FOIA). This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoDM 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

### **5.5 Security of Unclassified DoD Information on Non-DoD Information Systems (DoDI 8582.01) DoD Policy**

Adequate security shall be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 22 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

#### Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the Contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a Contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the Contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security.
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Do not post unclassified DoD information to website pages that are publicly available or have access



CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 23 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of transport layer security or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).

j. Provide protection against computer network intrusions and data exfiltration, minimally including:

(1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.

(2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services. Prompt application of security-relevant software patches, service packs, and hot fixes.

k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

## 5.6 Operations Security

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user identifications and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

The Contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

## 6.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 24 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, Subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, Subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this Task Order. The Contractor shall exercise ultimate over all aspects of Contractor personnel day-to-day work under this Task Order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this Task Order including the work of its Contractor personnel.

Contractor personnel under this Task Order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

(1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with non-personal services Task Order.

(e) Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this Task Order are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this Task Order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this Task Order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this Task Order.

(5) The entire consideration and benefits to the Contractor for performance of this Task Order are contained in the provisions for payment under this Task Order.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 25 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer shall promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

## 7.0 PERFORMANCE BASED REQUIREMENTS

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and Acceptable Quality Levels (AQLs) that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success. Procedures as set forth in the FAR 52.246-5, Inspection of Services – Cost Reimbursement, shall be utilized to remedy all deficiencies.

Work Area	Performance Objective	Performance Standard	AQL	Surveillance Method
Performance Work Statement (PWS) para. 3.1 Task Area # 1 Program Management Support	Provides input to program management documentation packages	100% of documentation inputs are provided by due dates	Require no more than two (2) review/comment /approval cycles, to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
	Provides financial and scheduling data and reports	100% of reports and data calls are provided by due dates.	Require no more than two (2) review/comment /approval cycles, to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
	Develops presentations based on GFI	100% of presentations delivered by due date	Require no more than two (2) review/comment /approval cycles, to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement

Work Area	Performance Objective	Performance Standard	AQL	Surveillance Method
PWS para. 3.2 Task Area # 2 Engineering Design, Development and Technical Support	Produce hardware engineering studies and analyses, design support, modeling analysis, drawings, and fabrication support	Documents and drawings are technically accurate and grammatically correct.  100% of documents, drawings, and revisions are delivered in accordance with agreed upon schedules.	Require no more than two (2) review/comment /approval cycles, to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
	Assemble installation and checkout kits, pack-up kits, logistics support kits, replacement equipment, or related hardware and material items needed to maintain Fleet readiness for deployed systems and equipment.	Kits contain all items required  100% of kits are delivered in accordance with agreed upon schedules.	Kits assembled, reviewed, and presented to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
	Prepare or update technical manuals	Manuals and revisions are technically accurate and grammatically correct.  100% of manuals or revisions are delivered in accordance with agreed upon schedules.	Require no more than two (2) review/comment /approval cycles, to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
	Develop test documentation - Participate in and perform test and evaluation	Test documentation includes adequate depth and breadth to clearly identify and qualify issues.  100% complete by due date.	Require no more than two (2) review/ comments/ approval cycles to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement

Work Area	Performance Objective	Performance Standard	AQL	Surveillance Method
PWS para. 3.3 Task Area # 3 Logistics Support	Provide logistics support - revision of provisioning , ILS, PMS materials, operations and maintenance documentation, and sustainment documentation	Documents are technically accurate and grammatically correct.  Documents and revisions are delivered in accordance with agreed upon schedules. 100% complete by due date.	Require no more than two (2) review/ comments/ approval cycles to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS para. 3.4 Task Area # 4 Configuration Management Support	Provide CM support - revision or preparation of CM documentation	Documents are technically accurate and grammatically correct.  Documents and revisions are delivered in accordance with agreed upon schedules. 100% complete by due date.	Require no more than two (2) review/ comments/ approval cycles to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS para. 3.5 Task Area # 5 Reliability, Maintainability, and Availability Support	Provide RM&A support - revision or preparation of RM&A documentation	Documents are technically accurate and grammatically correct.  Documents and revisions are delivered in accordance with agreed upon schedules. 100% complete by due date.	Require no more than two (2) review/ comments/ approval cycles to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 28 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Work Area	Performance Objective	Performance Standard	AQL	Surveillance Method
PWS para. 3.6 Task Area # 6 Training Support	Provide training support - revision or preparation of training documentation and curricula	Documents are technically accurate and grammatically correct.  Documents and revisions are delivered in accordance with agreed upon schedules. 100% complete by due date.	Require no more than two (2) review/ comments/ approval cycles to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS para. 3.8 Purchases	Obtain required approvals prior to purchasing materials. Submit invoices with contract status reports	100% approvals obtained prior to purchasing.	100% approvals documented and invoices submitted with contract status reports. ODC charges support the work being conducted	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement

## 8.0 SUBCONTRACTORS AND CONSULTANTS

(a) In addition to the information required by Federal Acquisition Regulation (FAR) 52.244-2 in the Contractor's basic SeaPort-e contract, the Contractor shall include the following information in requests to add Subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts and consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

(1) A copy of the proposed Subcontractor's cost or price proposal.

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

(3) Detailed justifications to include second-tier subcontracting to other Subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime Contractor.

(b) As required by FAR 15.404-3(b) the Contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a Subcontractor or consultant."

(c) Time and Materials (T&M) pricing arrangements require an accounting system rating of adequate as deemed by the Contracting Officer. In these instances, the Contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance and controls to be employed by the prime Contractor to ensure that efficient performance methods are being employed.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 29 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## **9.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The Contractor shall report Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NSWC PCD via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

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

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

### **HQ C-1-0001 ITEM(S) 7000-7004 - 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.

(End of Text)

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

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

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

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 30 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

contract that contains proprietary or other restrictive markings.

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

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

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

(End of Text)

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

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

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

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

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

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

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

(End of Text)



CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 31 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal F03242.A.BIDP.29B.001 dated 29 Aug 2017 in response to NAVSEA Solicitation No. N6133117R3042.

(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.

(End of Text)

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

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 32 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other

than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

(End of Text)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 33 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

(End of Text)

#### **HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (JUN 2017)**

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

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

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

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

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

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

(6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2017, as appropriate;

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 34 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

**(End of Text)**

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 35 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

### **HQ D-1-0001 PACKAGING OF DATA**

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.

(End of Text)

### **HQ D-2-0004 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)**

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

(End of Text)

### **HQ D-2-0006 MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)**

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

(End of Text)

### **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:

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 36 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Task Order number
- (4) Sponsor: (Name of Individual Sponsor, Name of Requiring Activity, City and State)

(End of Text)

#### **DISTRIBUTION LIMITATION STATEMENT**

Documentation generated under this order shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE; (DATE). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, CODE A03, 110 VERNON AVENUE, PANAMA CITY, FLORIDA 32407-7001.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

Documentation generated under this order for CDRL A035, Safety Plan, shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

DISTRIBUTION STATEMENT E: DISTRIBUTION AUTHORIZED TO THE DEPARTMENT OF DEFENSE COMPONENTS ONLY (ADMINISTRATIVE/OPERATIONAL USE) SEPTEMBER 2018. OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO THE COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, CODE A03, 110 VERNON AVENUE, PANAMA CITY, FLORIDA 32407-7001.

DESTRUCTION NOTICE – FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

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

## SECTION E INSPECTION AND ACCEPTANCE

### 52.246-11-- Higher-Level Contract Quality Requirement (Dec 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

	Title	Number	Date	Tailoring
	ISO	9001:2015	SEP 2015	None

(b) The Contractor shall include applicable requirements of the higher-level quality standard (s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require—
  - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
  - (ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

(End of Clause)

### 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.

(End of Text)

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

Item(s) 7000 through 7004 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

### HQ E-2-0003 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (APR 2015)

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

(End of Text)

### HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

(End of Text)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 38 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

#### **HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)**

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

(End of Text)

#### **HQ E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)**

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non-deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

(End of Text)

#### **HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (APR 2017)**

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2015 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of Text)

#### **Contractor Performance Assessment Reporting System (CPARS)**

Contractor performance under this task order will be evaluated annually utilizing the Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at: <https://www.cpars.gov/>



CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 39 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/5/2018 - 8/4/2019
9000	8/5/2018 - 8/4/2019
9001	8/5/2018 - 8/4/2019

### 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)			Period of Performance	
CLIN	Period	Description	From	To
7000	Base Year	Labor	Award Date	12 months thereafter*
9000	Base Year	ODC Material	Award Date	12 months thereafter*
9001	Base Year	ODC Travel	Award Date	12 months thereafter*
7001	Option 1	Labor	Exercise of Option	12 months thereafter*
9002	Option 1	ODC Material	Exercise of Option	12 months thereafter*
9003	Option 1	ODC Travel	Exercise of Option	12 months thereafter*
7002	Option 2	Labor	Exercise of Option	12 months thereafter*
9004	Option 2	ODC Material	Exercise of Option	12 months thereafter*
9005	Option 2	ODC Travel	Exercise of Option	12 months thereafter*
7003	Option 3	Labor	Exercise of Option	12 months thereafter*
9006	Option 3	ODC Material	Exercise of Option	12 months thereafter*
9007	Option 3	ODC Travel	Exercise of Option	12 months thereafter*
7004	Option 4	Labor	Exercise of Option	12 months thereafter*
9008	Option 4	ODC Material	Exercise of Option	12 months thereafter*
9009	Option 4	ODC Travel	Exercise of Option	12 months thereafter*

\*Estimated.

(End of Text)

### 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.

(End of Text)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 40 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## **SECTION G CONTRACT ADMINISTRATION DATA**

### **HQ G-2-0004 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT**

#### **Procurement Contracting Officer**

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

#### **Contract Specialist**

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

### **HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE**

#### **Contracting Officer Representative**

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

#### **Alternate Contracting Officer Representative**

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

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

#### **Ombudsman**

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

#### **Defense Contract Management Agency (DCMA)**

DCMA HARTFORD-S0701A  
130 DARLIN STREET  
EAST HARTFORD CT 06108-3234

#### **Defense Finance and Accounting Services (DFAS)**

DFAS Columbus Center, North Entitlement Operations-HQ0337  
P.O. Box 182266  
Columbus OH 43218-2266

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 41 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(End of Text)

#### PGI 204.7108 PAYMENT INSTRUCTIONS

Payment shall be made in accordance with the Payment Instructions located at the following location:

[https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_hm/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/current/PGI204_71.htm#payment_instructions)

(End of Text)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at

<https://www.acquisition.gov>; and

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF homepage at <https://wawf.eb.mil/>

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

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

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

##### **Cost Voucher**

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

**Destination/Destination**

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N61331
Admin DoDAAC	S0701A
Inspect By DoDAAC	N/A
Ship To Code	N61331 (invoice purposes only)
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	N61331
Accept at Other DoDAAC	N/A
LPO DoDAAC	(Leave Blank)
DCAA Auditor DoDAAC	HAA50W
Other DoDAAC(s)	N/A

- (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.

[Carrie.Delcomyn@navy.mil](mailto:Carrie.Delcomyn@navy.mil)  
[glenn.sulzberger@navy.mil](mailto:glenn.sulzberger@navy.mil)

- (g) WAWF point of contact.

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

NSWC PCD WAWF Point of Contact (POC): [Janet.Stone@navy.mil](mailto:Janet.Stone@navy.mil) and [Brian.W.Young@navy.mil](mailto:Brian.W.Young@navy.mil). Please send an e-mail to both POCs.

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 43 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(End of clause)

**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.

(End of Text)

**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.

14064 E. Westgate CT.
Crane, Indiana 47522

The Contractor points of contact for this Task Order are as follows:

<p>Lindsey Terrell</p> <p>Lindsey.L.Terrell@saic.com</p> <p>812-863-3206</p>
--

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 44 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Contracts Associate

(End of Text)

Accounting Data

SLINID	PR Number	Amount
700001	130070009600001	20000.00
LLA :		
AA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004422648		
BASE Funding 20000.00		
Cumulative Funding 20000.00		
MOD P00001 Funding 0.00		
Cumulative Funding 20000.00		
MOD P00002 Funding 0.00		
Cumulative Funding 20000.00		
MOD P00003 Funding 0.00		
Cumulative Funding 20000.00		
MOD P00004		
700002	130073005400001	287000.00
LLA :		
AB 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004623197		
700003	130073005600001	5000.00
LLA :		
AC 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004623200		
700004	130073016100001	89000.00
LLA :		
AD 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004623681		
700005	130072294100001	10000.00
LLA :		
AE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004580159		
700006	130072294100002	30000.00
LLA :		
AF 97X4930 NH1D 251 77777 0 050120 2F 000000 A10004580159		
700007	130072916900001	50000.00
LLA :		
AG 97X4930 NH1D 255 77777 0 050120 2F 000000 A00004618985		
700008	130072764900001	50000.00
LLA :		
AH 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004608648		
900001	130073016100003	1000.00
LLA :		
AD 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004623681		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4119	N6133118F3013	P00015	45 of 58	

900002 130072916900002 500.00

LLA :  
AG 97X4930 NH1D 255 77777 0 050120 2F 000000 A00004618985

900003 130072764900002 5000.00

LLA :  
AH 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004608648

900101 130073016100002 10000.00

LLA :  
AD 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004623681

900102 130073005400002 10000.00

LLA :  
AB 97X4930 NH1D 252 77777 0 050120 2F 000000 A00004623197

900103 130073005600002 5000.00

LLA :  
AC 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004623200

900104 130072916900003 5000.00

LLA :  
AG 97X4930 NH1D 255 77777 0 050120 2F 000000 A00004618985

900105 130072764900003 5000.00

LLA :  
AH 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004608648

MOD P00004 Funding 562500.00  
Cumulative Funding 582500.00

MOD P00005

700009 130073179900001 370000.00

LLA :  
AJ 1781810 C2LV 251 24VCS 0 050120 2D 000000 A00004635696

900004 130073179900002 15000.00

LLA :  
AJ 1781810 C2LV 251 24VCS 0 050120 2D 000000 A00004635696

900106 130073179900003 15000.00

LLA :  
AJ 1781810 C2LV 251 24VCS 0 050120 2D 000000 A00004635696

MOD P00005 Funding 400000.00  
Cumulative Funding 982500.00

MOD P00006

700010 130073788800001 42500.00

LLA :  
AK 1781804 8D4D 251 24VCS 0 050120 2D 000000 A00004672790

MOD P00006 Funding 42500.00  
Cumulative Funding 1025000.00

MOD P00007

700011 130074199500001 60000.00

LLA :  
AL 1781804 8C1C 251 24VCS 0 050120 2D 000000 A00004700125

900005 130074199500002 225000.00

LLA :  
AL 1781804 8C1C 251 24VCS 0 050120 2D 000000 A00004700125

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 46 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

MOD P00007 Funding 285000.00  
Cumulative Funding 1310000.00

MOD P00008

700012 130074140900001 52500.00

LLA :  
AM 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004695347

900107 130074140900002 7500.00

LLA :  
AM 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004695347

MOD P00008 Funding 60000.00  
Cumulative Funding 1370000.00

MOD P00009 Funding 0.00  
Cumulative Funding 1370000.00

MOD P00010

700013 130075252000001 100000.00

LLA :  
AN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004796812

700014 130075616300001 499000.00

LLA :  
AP 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004820411

900006 130075616300002 1000.00

LLA :  
AM 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004820411

900007 130075252000002 5000.00

LLA :  
AN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004796812

900108 130075252000003 10000.00

LLA :  
AN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004796812

MOD P00010 Funding 615000.00  
Cumulative Funding 1985000.00

MOD P00011

700015 130075696900001 367820.00

LLA :  
AQ 1791804 8D4D 251 24VCS 0 050120 2D 000000 A00004827407

900008 130075696900003 19300.00

LLA :  
AQ 1791804 8D4D 251 24VCS 0 050120 2D 000000 A00004827407

900109 130075696900002 2180.00

LLA :  
AQ 1791804 8D4D 251 24VCS 0 050120 2D 000000 A00004827407

MOD P00011 Funding 389300.00  
Cumulative Funding 2374300.00

MOD P00012

700016 130076145000001 60000.00

LLA :  
AR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004856220



CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 47 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

MOD P00012 Funding 60000.00  
Cumulative Funding 2434300.00

MOD P00013

700017 130076719200001 40000.00

LLA :

AS 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004901306

700018 130076604400001 100000.00

LLA :

AT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004893789

MOD P00013 Funding 140000.00  
Cumulative Funding 2574300.00

MOD P00014 Funding 0.00  
Cumulative Funding 2574300.00

MOD P00015 Funding 0.00  
Cumulative Funding 2574300.00

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 48 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

(a) Definition. "Ammunition and explosives," as used in this clause --

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

- (i) Bulk,
- (ii) Ammunition;
- (iii) Rockets;
- (iv) Missiles;
- (v) Warheads;
- (vi) Devices; and
- (vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system --

- (i) Inert components containing no explosives, propellants, or pyrotechnics;
- (ii) Flammable liquids;
- (iii) Acids;
- (iv) Powdered metals; or
- (v) Oxidizers;
- (vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M hereafter referred to as "the manual", in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 49 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) Mishaps. If a mishap involving ammunition or explosives occurs, the Contractor shall --

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) Contractor responsibility for safety. (1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of --

(i) The Contractor's personnel and property;

(ii) The Government's personnel and property; or

(iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) Contractor responsibility for contract performance. (1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) Subcontractors. (1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) Note: The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government". The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 50 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance - Ammunition and Explosives".

(End of clause)

**252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)**

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

**5252.202-9101 ADDITIONAL DEFINITIONS (May 1993)**

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

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

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

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION – All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(End of Text)

**5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (May 2010)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 51 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

██████ 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 ██████ 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 (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 52 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

(End of Text)

**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:

CLIN	Allotted To Cost	Allotted To Fee	Total CPFF	Estimated Period of Performance
7000			\$2,232,820.00	8/4/2019
9000	\$271,800.00		\$271,800.00	8/4/2019
9001	\$69,680.00		\$69,680.00	8/4/2019
Total			\$2,574,300.00	8/4/2019

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, 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 None 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

(End of Text)

**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.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 53 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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.

(End of Text)

#### **5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and 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 the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 54 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

All terms and conditions, including clauses, in the NAVSEA Seaport Multiple Award Contract (MAC) are hereby expressly incorporated into this task order request for proposal and resulting task order.

### CLAUSES INCORPORATED BY REFERENCE

52.216-8 Fixed Fee (June 2011)

52.222-17 Non displacement of Qualified Workers (Jan 2013)

52.227-11 Patent Rights -- Ownership by the Contractor (May 2014)

52.227-13 Patent Rights -- Ownership by the Government (Dec 2007)

252.227-7038 Patent Rights -- Ownership by the Contractor (Large Business)(June 2012)

52.232-20 Limitation of Cost (Apr 1984)

52.232-22 Limitation of Funds (Apr 1984)

### 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
CLIN	Period	Description	
7001	Option 1	Labor	No later than 12 months after task order award date
9002	Option 1	Material ODC	No later than 12 months after task order award date
9003	Option 1	Travel ODC	No later than 12 months after task order award date
7002	Option 2	Labor	No later than 24 months after task order award date
9004	Option 2	Material ODC	No later than 24 months after task order award date
9005	Option 2	Travel ODC	No later than 24 months after task order award date
7003	Option 3	Labor	No later than 36 months after task order award date
9006	Option 3	Material ODC	No later than 36 months after task order award date
9007	Option 3	Travel ODC	No later than 36 months after task order award date
7004	Option 4	Labor	No later than 48 months after task order award date
9008	Option 4	Material ODC	No later than 48 months after task order award date
9009	Option 4	Travel ODC	No later than 48 months after task order award date

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

- (c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE I", (NAVSEA 5252.216-9122), if the total man hours 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 man hours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

### 52.222-2 PAYMENT OF OVERTIME PREMIUMS (Jul 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \*\*\$0.00



CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 55 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

**(authorized overtime is IAW Offeror's proposal and includes prime and subcontractor burdened overtime)**  
or the overtime premiums 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 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 multi-shift operations or by employing additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

## **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.

(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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 56 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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. THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED TO ADD TEAM MEMBERS TO THE TASK ORDER AFTER AWARD. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION REQUIRED 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;
- (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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 57 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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:

**Advent**  
**EPS**  
**IPS**  
**ISPA**  
**Predicate Logic**  
**TSI**

(End of Clause)

#### **52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond August 2019. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond August 2019, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### **252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)**

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N6133118F3013	AMENDMENT/MODIFICATION NO. P00015	PAGE 58 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment\_J.1\_Desired Qualifications of Key Personnel

Attachment\_J.2\_NSWCPCINST5296.2\_Forklift\_Safety\_Program

Attachment\_J.3\_NSWCPCINST8023.4F\_Explosives\_Safety\_Policies\_Requirements\_Procedures

Attachment\_J.4\_NSWCPCINST3110.2A\_Dispatching\_Operating\_ReportingProcedures

Attachment\_J.5\_NSWCPCINST3960.6A\_Test\_and\_Evaluation\_Manua

Attachment\_J.6\_DD254\_08152018

Exhibit\_A\_Contract\_Data\_Requirements\_Lists\_03152017 R1

Exhibit\_B\_DI\_MGMT\_81991\_01192016