

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4030	2. DELIVERY ORDER NO. N0017819F3000	3. EFFECTIVE DATE 2018 Nov 05	4. PURCH REQUEST NO. 1300751712	5. PRIORITY DO-C9
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110		7. ADMINISTERED BY DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-3375	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	9. CONTRACTOR CSRA LLC 1201 M. Street SE, Suite 400 Washington DC 20003
10. DELIVER TO FOB POINT BY (Date) See Schedule		11. <input checked="" type="checkbox"/> IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN OWNED		12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		14. SHIP TO See Section D		
15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		16. <input checked="" type="checkbox"/> IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN OWNED		

16. DELIVERY/  CALL  PURCHASE  This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. Reference your \_\_\_\_\_ furnish the following on terms specified herein.

**ACCEPTANCE** THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

CSRA LLC Contracts Leader

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:		

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA
BY: _____					25. TOTAL \$12,361,780.00
					26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS
		<input type="checkbox"/> PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
f. TELEPHONE	g. E-MAIL ADDRESS	<input type="checkbox"/> FINAL		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		31. PAYMENT		35. BILL OF LADING NO.
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	<input type="checkbox"/> COMPLETE		
		<input type="checkbox"/> PARTIAL		
		<input type="checkbox"/> FULL		
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER
				42. S/R VOUCHER NO.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 2 of 2	FINAL
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## GENERAL INFORMATION

### General Information:

CSRA LLC (CSRA) has been selected for award of this task order based upon its initial proposal submitted in response to NSWCDD solicitation no. N00024-18-R-3013. Accordingly, the following items are incorporated into the award document. Please note that this list is not intended to be exhaustive; thus, the contractor is encouraged to review the subject award document in its entirety:

- 1) Provide funding in the amount \$10,000.
- 2) Update the following:
  - Section B, Added Priced CLINs 7001 and 9001 and realigned ceiling from respective Informational CLINs 7000 and 9000
  - B.4 Fee Table
  - G.5 Ddl-G10 Government Contract Administration Points of Contact and Responsibilities
  - G.6 Ddl-G11 Consent to Subcontract
  - G.7 WAWF Payment Instructions
  - H.4 eCraft Labor Category Crosswalk
  - H.6 Resume Format and Content Requirements
  - H.7 Funding Profile
  - H.10 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1
  - H.12 Allotment of Funds
  - H.15 Savings Initiatives
  - Attachment J.2 - DD Form 254, Contract Security Classification Specification

Following Task Order award, this General Information Section will be used to summarize the nature of subsequent modifications, including: total current funding obligated; total funded value of the Task Order; and any other change(s) made to the Task Order.

A conformed copy of the Task Order will be issued with each modification. The information contained in this General Information Section is only part of the modification being issued at that time; the information will not be repeated in subsequent conformed copies of the Task Order.

MIS: 6393  
DISTRIBUTION:  
- -

## 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	AC54	Base Period Labor - Computer Program Engineering Services for NSWCDD Warfare Systems Engineering and Integration (V) Department in accordance with Section C, Statement of Work. (See Note 1). (Realigned Ceiling TO CLIN 7001, and Labor Hrs) (Fund Type - TBD)		LH			\$0.00
7001		Base Period Labor - Computer Program Engineering Services for NSWCDD Warfare Systems Engineering and Integration (V) Department in accordance with Section C, Statement of Work. (See Note 1) (Realigned Ceiling from CLIN 7000, and Labor Hrs)					\$12,270,313.00
7001AA	AC54	Base Period Labor Ceiling Holding SLIN (Fund Type - TBD)		LO			\$12,260,313.00
7001AB	AC54	Base Period Labor Funding - CIAT - Fund Doc N4657918WX004AI (OPN)		LO			\$10,000.00
7050	AC54	Surge - Base Period Labor - Computer Program Engineering Services for NSWCDD Warfare Systems Engineering and Integration (V) Department in accordance with Section C, Statement of Work. (See Notes 1, 2 & 5) (Labor Hrs) (Fund Type - TBD)  Option		LH			\$1,227,032.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Not Separately Priced Data Deliverables for Base Period IAW Exhibit A, CDRLs (See Note 4)		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	AC54	Option 1 Labor - Computer Program Engineering Services for NSWCDD Warfare Systems Engineering and Integration (V) Department in accordance with Section C, Statement of Work. (See Notes 1 & 2) (Fund Type - TBD)		LH		\$12,850,383.00	
7150	AC54	Surge - Option Year 1 Labor - Computer Program Engineering Services for NSWCDD Warfare Systems Engineering and Integration (V) Department in accordance with Section C, Statement of Work. (See Notes 1, 2 & 5) (Fund Type - TBD)		LH		\$1,285,038.00	

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Not Separately Priced Data Deliverables for Option Period 1 IAW Exhibit A, CDRLs (See Notes 2 and 4)		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	AC54	Option 2 Labor - Computer Program Engineering Services for NSWCDD Warfare Systems Engineering and Integration (V) Department in accordance with Section C, Statement of Work. (See		LH		\$13,091,997.00	

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 3 of 69	FINAL
----------------------------------	-------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Notes 1 & 2) (Fund Type - TBD)					
		Option					
7250	AC54	Surge - Option 2 Labor - Computer Program Engineering Services for NSWCDD Warfare Systems Engineering and Integration (V) Department in accordance with Section C, Statement of Work. (See Notes 1, 2 & 5) (Fund Type - TBD)		LH			\$1,309,199.00
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Not Separately Priced Data Deliverables for Option Period 2 IAW Exhibit A, CDRLs (See Notes 2 and 4)		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	AC54	Option 3 Labor - Computer Program Engineering Services for NSWCDD Warfare Systems Engineering and Integration (V) Department in accordance with Section C, Statement of Work. (See Notes 1 & 2) (Fund Type - TBD)		LH			\$13,475,686.00
		Option					
7350	AC54	Surge - Option 3 Labor - Computer Program Engineering Services for NSWCDD Warfare Systems Engineering and Integration (V) Department in accordance with Section C, Statement of Work. (See Notes 1, 2 & 5) (Fund Type - TBD)		LH			\$1,347,568.00
		Option					

For Cost Type / NSP Items

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 4 of 69	FINAL
----------------------------------	-------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Not Separately Priced Data Deliverables for Option Period 3 IAW Exhibit A, CDRLs (See Notes 2 and 4)		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	AC54	Option 4 Labor - Computer Program Engineering Services for NSWCDD Warfare Systems Engineering and Integration (V) Department in accordance with Section C, Statement of Work. (See Notes 1 & 2) (Fund Type - TBD)  Option		LH		\$13,918,121.00	
7450	AC54	Surge - Option 4 Labor - Computer Program Engineering Services for NSWCDD Warfare Systems Engineering and Integration (V) Department in accordance with Section C, Statement of Work. (See Notes 1, 2 & 5) (Fund Type - OTHER)  Option		LH		\$1,391,812.00	

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Not Separately Priced Data Deliverables for Option Period 4 IAW Exhibit A, CDRLs (See Notes 2 and 4)		LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	AC54	Base Period ODCs in Support of CLIN 7000 (See Note 3). Realign \$91,467 to SLIN 9001AA at award. (Fund Type - TBD)	1.0	LO	\$0.00		
9001		Base Period ODCs in Support of CLIN 7001 (See Note 3) (Realign CLIN 9000 Ceiling of \$91,467 at award)				\$91,467.00	
9001AA	AC54	ODC in support of CLIN 7001 - Ceiling Holding SLIN (Fund Type - TBD)	1.0	LO	\$91,467.00		

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 5 of 69	FINAL
----------------------------------	-------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9050	AC54	Base Year Option - Secure Link ODCs (See Notes 2 & 3) (Fund Type - TBD) Option	1.0	LO	\$100,748.00
9100	AC54	Option Period 1 ODCs in Support of CLIN 7100 (See Notes 2 & 3) (Fund Type - TBD) Option	1.0	LO	\$96,847.00
9200	AC54	Option Period 2 ODCs in Support of CLIN 7200 (See Notes 2 & 3) (Fund Type - TBD) Option	1.0	LO	\$102,228.00
9300	AC54	Option Period 3 ODCs in Support of CLIN 7300 (See Notes 2 & 3) (Fund Type - TBD) Option	1.0	LO	\$107,608.00
9400	AC54	Option Period 4 ODCs in Support of CLIN 7400 (See Notes 2 & 3) (Fund Type - TBD) Option	1.0	LO	\$112,988.00

**NOTE 1: LABOR HOURS**

The labor hours (LH) for the Base Period, each Option Period, and each Surge Period shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort Clause.

**NOTE 2: OPTION CLAUSE**

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

**NOTE 3: ODCS**

ODCs shall include material and travel required during the Period of Performance of the identified CLIN.

**NOTE 4: NOT SEPARATELY PRICED**

The price for Not Separately Priced (NSP) Data items shall be included in the price of the corresponding Labor CLINs.

**NOTE 5: SURGE**

If the Government determines that an increased Level of Effort for support, as provided in Section C, is required, the Government reserves the right to exercise a "Surge Option" CLIN. The Contracting Officer will provide written notice to the Contractor at least 15 calendar days prior to exercise of a Surge Option CLIN.

**B.1 TYPE OF ORDER**

- (a) This is a Level of Effort (term) type Task Order.
- (b) Items In the 7xxx series are Cost-Plus-Fixed-Fee type.
- (c) Items in the 7x99 series are NOT Separately Priced (NSP).

(d) Items in the 9xxx series are cost only, excluding fee.

**B.2 ADDITIONAL CLINS**

Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to allow for additional CLINs/SLINs as needed to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall Level of Effort or value of the Task Order.

**B.3 SMALL BUSINESS SUBCONTRACTING**

The Contractor is required to subcontract twenty percent (20%) of the total labor dollars obligated under this Task Order to Small Business concerns at first tier. Subcontracting performance shall be reported in accordance with H.5 of the MAC.

**B.4 FEE INSTRUCTIONS**

The following table reflects the hourly rates to be billed.

POP	Est. Cost	Fixed Fee Amount	Labor Hours	Fee Rate (Fee/Hr)
Base Year				
Base - Surge				
Option 1 Labor				
Option 1 Surge				
Option 2 Labor				
Option 2 Surge				
Option 3 Labor				
Option 3 Surge				
Option 4 Labor				
Option 4 Surge				

**B.5 FINALIZED FIXED FEE**

(a) If the total Level of Effort for each period specified in Section H, 5252.216-9122 LEVEL OF EFFORT-ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this Task Order, the Contracting Officer, at their sole discretion, shall finalize fee based on the percent of hours provided in relation to the Fixed Fee. For example, if ninety (90%) percent of the funded hours were provided, the Contractor is entitled to ninety (90%) percent of the Fixed Fee.

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

**B.6 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



CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 7 of 69	FINAL
----------------------------------	-------------------------------------	-----------------	-------

amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

**B.7 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

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

**B.8 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALTERNATE I) (NAVSEA) (MAY 2010)**

(a) For purposes of this Contract, "fee" means "target fee" in Cost-Plus-Incentive-Fee type contracts for Level of Effort type Contracts.

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

**B.9 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.

**B.10 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)**

This entire Contract is cost type.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 8 of 69	FINAL
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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C STATEMENT OF WORK

#### C.1 BACKGROUND

The Naval Surface Warfare Center, Dahlgren Division, has a requirement for computer program engineering services (CPES). These services include development and maintenance of tactical systems including Naval Weapons and Combat Systems (e.g. SSDS, AEGIS, Aegis BMD, Future Surface Combatant, Zumwalt, LCS, FF, and the USCG). CPES includes support for Weapon System Element and Combat System Domain Engineering, Fleet and Land Based Test Site Support and Configuration Management Verification and Validation (CMVV).

#### C.2 SCOPE

Provide development and lifecycle support for the deployed surface combatants and support in the transition of new capabilities to the fleet. Support computer program products in the form of engineering, designing, developing code and making corrections, enhancements, and engineering changes for Navy surface combatants. Perform engineering studies and data analysis/reports. Assist in the definition of future high-performance architectures, activities and support the development and implementation of computer program development processes.

**C.2.1** In accordance with law and policy and with the provisions and clauses of this Task Order, Contractor personnel shall perform as required by this Task Order, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this Task Order work shall require the Contractor to access and use Government-owned property such as computer program, documentation, technical data, and process and report templates. Any and all computer program, documentation, technical data generated from such access and use shall also be and remain Government-owned properties and shall be included in an appropriate deliverable. The Contractor's use of and access to Government-owned property shall neither constitute nor create any Contractor rights in or license to such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein.

On occasion and incidental to the provision of support services by the Contractor, the Contractor may be tasked to independently create discrete new data products (e.g., a computer program, drawings, etc.) that do not derive from existing data. Such products shall be specifically identified by the Government in writing and shall be delivered pursuant to the appropriate Contract Data Requirements List (CDRL) document and shall be the property of the Government.

**C.2.2** The Government will not accept any preexisting proprietary products, applications or source code from the Contractor.

#### **C.2.3 Government Generated Source Code**

The Government grants the Contractor permission to use Government generated source code for the basis of other work provided the following:

- (1) Government markings are not removed from Government source code; and
- (2) Entities to which any future product(s), that contain Government source code, delivered in accordance with the terms of this Task Order, are expressly informed that the product(s) contain Government source code.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 9 of 69	FINAL
----------------------------------	-------------------------------------	-----------------	-------

### **C.3 REQUIREMENTS**

#### **C.3.1 WEAPON SYSTEM ELEMENT AND COMBAT SYSTEM DOMAIN ENGINEERING**

The Contractor shall provide Naval Weapon system element, combat system domain and computer program engineering expertise (e.g., infrastructure, display, sensor, track management, combat control, weapon management, vehicle control, external communication management, position, navigation, time services, training and support).

**C.3.1.1** The Contractor shall provide technical evaluations, options, and recommendations to support program and product planning and sustainment, as related to weapon system element, and combat system domain and subsystems to improve Navy engineering and computer program products.

**C.3.1.1.1** The Contractor shall develop and update computer program artifacts required to reproduce, build, install and execute the computer program. (CDRL A001, A002)

**C.3.1.1.2** The Contractor shall document and resolve computer program requirement deficiencies and provide change recommendations. (CDRL A003)

**C.3.1.1.3** The Contractor shall isolate computer program execution deficiencies, provide root cause analysis and recommend potential resolutions. Resolutions may include analyzing recommended corrections, prototyping, or recommending specification changes and workarounds. (CDRL A001, A003, A004, A005)

**C.3.1.1.4** The Contractor shall verify that computer programs execute per requirements via detailed data analysis. (CDRL A005)

**C.3.1.1.5** The Contractor shall design, develop, test and modernize virtualization environments for tactical applications, including hypervisor and container implementations. (CDRL A001, A002, A003, A004, A005, A007)

**C.3.1.1.6** The Contractor shall provide technical reports and position papers to substantiate functional computer program requirement change recommendations. (CDRL A003)

**C.3.1.1.7** The Contractor shall document and track configuration of computer program design, development, test, and production materials and artifacts. (CDRL A002)

**C.3.1.1.8** The Contractor shall conduct code inspection and peer reviews throughout development. (CDRL A003)

**C.3.1.1.9** The Contractor shall develop code and documentation, and implement code changes for assigned corrections or modifications, Engineering Change Proposals (ECPs), Specification Changes (SCs), and Interface Change Requests (ICRs). (CDRL A001, A002)

**C.3.1.1.10** The Contractor shall produce computer program executable files and perform unit tests for the purpose of verifying changes to computer programs. (CDRLs A001, A005)

**C.3.1.1.11** The Contractor shall track the configuration and versioning of computer program problem reports and assist in maintaining the Government-owned trouble report database by providing updates and status information for the weapon system elements and combat and training system domains. (CDRLs A003, A004, A006)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 10 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

**C.3.1.1.12** The Contractor shall perform and support developmental testing and verification of computer programs. (CDRL A005)

**C.3.1.1.13** The Contractor shall create, maintain and review test plans. (CDRL A007)

**C.3.1.1.14** The Contractor shall conduct unit, element/domain, integration, regression and Fleet Synthetic Testing (FST) level testing of computer programs. (CDRLs A003, A005)

**C.3.1.1.15** The Contractor shall assist the Government with the build, test and validation of computer programs. (CDRL A001, A003, A005, A007)

**C.3.1.1.16** The Contractor shall create and maintain build plans and provide build statuses. (CDRL A003, A004)

**C.3.1.2** The Contractor shall verify the accuracy of data generated by Weapon System alignment adaptation data programs following program upgrades. (CDRL A005)

**C.3.1.3** The Contractor shall provide expertise in support of data reduction computer programs, utilities, Data Analyzer and Translator (DAT) templates, and other data reduction tool development.

**C.3.1.3.1** The Contractor shall provide computer program development and documentation for computer program analysis tools and requirement verification and validation test tools. (CDRL A001, A002)

**C.3.1.3.2** The Contractor shall generate and maintain computer program data dictionaries. (CDRL A005)

**C.3.1.3.3** The Contractor shall review and update Computer Room and Data Recording User's Manuals. (CDRL A002)

**C.3.1.3.4** The Contractor shall evaluate and recommend improvements in procedures and tools for data dictionaries and data recording capabilities. (CDRL A005)

**C.3.1.4** The Contractor shall generate and deliver tactical databases and scripts (e.g. airways, threat data, geospatial information, and master ship list).

**C.3.1.4.1** The Contractor shall provide, maintain, and verify computer program scripts and procedures to enable processed tactical databases to be uploaded to Navy combat systems onboard ships, land based test sites, and training facilities. (CDRLs A001, A002, A003)

**C.3.1.4.2** The Contractor shall upload the processed tactical databases to a Navy specified data repository. (CDRL A001)

**C.3.1.5** The Contractor shall investigate and conduct engineering studies and experiments pertaining to the migration of legacy computer program into various Commercial-Off-The-Shelf (COTS) equipment and COTS/Government-Off-The-Shelf (GOTS) applications. (CDRLs A003, A005)

**C.3.1.6** The Contractor shall conduct analysis on weapon system element and combat system domain specific memory and timing studies (i.e., conduct memory availability and optimization studies and timing and performance studies). (CDRL A003, A005)

**C.3.1.7** The Contractor shall develop and test new functionally equivalent

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 11 of 69	FINAL
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computer programs, evaluate equipment and develop documentation for use with existing and future Navy ship platforms.

**C.3.1.7.1** The Contractor shall evaluate and make recommendations of new and functionally equivalent equipment. (CDRLs A003, A005, A007)

**C.3.1.7.2** The Contractor shall develop Combat System domains and Weapon System elements technology roadmaps to support future baseline and technology insertion decisions. (CDRLs A003, A004)

**C.3.1.7.3** The Contractor shall recommend improvements in engineering and development processes to the weapon system elements and combat system domains. (CDRLs A003, A004)

**C.3.1.8** The Contractor shall provide weapon system elements and combat system domain system security engineering support through investigation, development, integration, testing, analysis, delivery, tracking, and maintenance of system protection and information assurance tools. (CDRLs A001, A002, A003, A005, A007)

**C.3.1.9** The Contractor shall provide technical expertise for baseline deployment and ship underway engineering activities.

**C.3.1.9.1** The Contractor shall provide combat system domain and weapon system element technical expertise for conduct of mission pre-event analysis, onsite Waterfront Integration and Testing (WIT), and post event analysis and reporting. (CDRLs A003, A005, A008)

**C.3.1.9.2** The Contractor shall provide mission, system, and computer program requirements and operational impact analysis, and define mission test objectives. (CDRL A003, A004, A005)

**C.3.1.9.3** The Contractor shall provide on-site and remote-site configuration and integration of the computer programs and warfare systems at the Integrated Warfare Systems Laboratory (IWSL) at NSWC Dahlgren, Surface Combat Systems Center (SCSC) at Wallops Island VA, Aegis Training and Readiness Center (ATRC) at NSWC Dahlgren, Combat System Engineering Development Site (CSEDS) at Moorestown NJ, Pacific Missile Range Facility (PMRF) HI, NSWC Corona, NSWC Port Hueneme, shipyards (Pascagoula, MS and Bath, ME), White Sands Missile Range (WSMR) NM, other land based test sites and onboard relevant ships. (CDRLs A003, A005, A007, A008)

**C.3.1.9.4** The Contractor shall provide engineering expertise and conduct dry run testing in support of functional performance assessment. (CDRL A003, A004, A005)

**C.3.1.9.5** The Contractor shall participate in, and present technical data, evaluations, and recommendations to selected working groups and Integrated Product Teams (IPTs). (CDRLs A003, A004, A008)

### **C.3.2 FLEET AND LAND BASED TEST SITE SUPPORT**

The Contractor shall provide weapon system element and combat system domain expertise in assisting Fleet Support and land based test site activities.

**C.3.2.1** The Contractor shall investigate, analyze, document and resolve reported shipboard and land based test site computer program and equipment deficiencies and defects.

**C.3.2.1.1** The Contractor shall investigate, analyze and document fleet

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 12 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

operational impacts of weapon system and combat system computer program deficiencies and defects. (CDRL A001, A003, A005, A008)

**C.3.2.1.2** The Contractor shall provide weapon system element and combat domain expertise to support computer program delivery and installation efforts of Contractor developed computer programs. (CDRLs A003, A008)

**C.3.2.1.3** The Contractor shall provide on-site weapon system element and combat system domain expertise to include data analysis in support of Deployment Group Systems Integration Testing (DGSIT) events, Combat System Ship Qualification Tests (CSSQTs), and other test and training events. (CDRLs A004, A005, A007, A008)

**C.3.2.2** The Contractor shall investigate and recommend enhancements in support of test facility improvements to increase the effectiveness of the weapon system element and combat system domain and sub-system level computer program testing.

**C.3.2.2.1** The Contractor shall provide recommendations and evaluation of legacy component replacement with reliable, COTS-based solutions. (CDRLs A003, A004)

**C.3.2.2.2** The Contractor shall provide recommendations for test facility enhancements and upgrades. (CDRLs A003, A004)

**C.3.2.3** The Contractor shall capture and provide recorded tactical system extraction data (CDRL A005, A008).

**C.3.2.4** The Contractor shall support and recommend/perform correction and enhancements to shipboard capability improvements based on fleet events and data reconstruction. (CDRL A001, A002, A003, A005)

### **C.3.3 CONFIGURATION MANAGEMENT VERIFICATION AND VALIDATION (CMVV)**

**C.3.3.1** The Contractor shall provide Configuration Management (CM) support for computer program builds and Verification and Validation (V&V) for weapon system computer programs and associated files. Detailed tasks include the following:

**C.3.3.1.1** The Contractor shall support the maintenance of the CM Master Repository of computer program components (source, object, script files, build procedures, development operating environment, etc.). (CDRL A006)

**C.3.3.1.2** The Contractor shall provide CM mechanisms for the Government to control all computer program components within the CM Master Repository. (CDRLs A004, A006)

**C.3.3.1.3** The Contractor shall perform an independent CM-controlled build of computer programs. Generate and archive Quality Control (QC) build trail data, build log files, and loadfile verifications. The Contractor shall verify file traceability and integrity. (CDRL A002, A006)

**C.3.3.1.4** The Contractor shall perform an independent Build Verification of adaptation files generated by NSWCDD. (CDRLs A004, A006)

**C.3.3.1.5** The Contractor shall verify all incorporated changes for incremental builds received from the design agent via change history reports. (CDRLs A004, A006)

**C.3.3.1.6** The Contractor shall perform an independent Build Verification and

Validation of Final Quality Assurance (QA) computer programs and associated files received. (CDRLs A004, A006)

**C.3.3.1.7** The Contractor shall generate CM master build media in support of ship/site installations based on computer program components from the CM Master Repository. (CDRLs A002, A004, A006)

**C.3.3.1.8** The Contractor shall develop and verify process for independent Verification and Validation of Tactical Operating Environments (OE) changes received. (CDRLs A002, A004, A006)

**C.3.3.1.9** The Contractor shall maintain and update computer program tools in support of the CM build and V&V processes. (CDRLs A001, A002, A004, A006)

**C.3.3.1.10** The Contractor shall develop and maintain a set of CMVV documentation on a Government-owned network available to all users. The documentation to be included is CMVV Matrices, Notification forms, Closure forms, Adaptation Matrices, Metrics data, and daily work log. (CDRL A002, A006)

**C.4 CONTRACTOR PROVIDED OFFICE SPACE**

The Contractor must supply office space to all personnel supporting this Task Order.

**C.5 WORK PERFORMANCE AT GOVERNMENT SITE FACILITIES**

The Contractor shall perform duties at Government site labs per the below table, in accordance with the POA&M. Note that the Government will not provide dedicated office space for Contractor employees at these or any other locations.

Labor Category	Estimated FTEs - Per Year - Required at Gov't Site	Anticipated % Time at Gov't Site	Site Location	Type of Space*
Sr. Software Engineer	7	90	NSWCDD	RDT&E Lab
Sr. Systems Engineer	4	90	NSWCDD	RDT&E Lab
Software Engineer	13	90	NSWCDD	RDT&E Lab
Systems engineer	2	90	NSWCDD	RDT&E Lab
Sr. Software Engineer	2	50	NSWCDD	NSWCDD War Room
Systems Engineer	6	50	NSWCDD	NSWCDD War Room

\*Description of Spaces:

RDT&E Lab spaces are those areas that require controlled access to perform required software and hardware development and testing. Contractors will have access to relevant Government systems and shared telephones and desk space. War Room spaces may include access to shared telephones and desk space, internet and/or SIPRnet.

**C.6 SECURE LINK**

The Contractor shall provide their own secure facility (at the Secret level),

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 14 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

which includes access to the IWSL computer systems. In order to participate in the network, they must have a secure line or secure data connection from their facility (the primary facility/facilities proposed to support this effort) to IWSL at NSWCDD, Dahlgren, VA. The following paragraphs delineate the basic requirements that must be met before network access will be permitted.

Offerors must address, have, or be willing to provide no later than 90 days after award:

- 1) A data transmission line connecting the Contractor's encryption device (hub) to NSWCDD's encryption device. The data transmission line shall be capable of carrying data at a minimum rate of 1.544 megabits per second. Only the following options are acceptable:
  - a) Connection to the fiber PDS that direct connects from the IWSL to select office buildings.
  - b) Encrypted Dry Pair Copper lines.
  - c) An existing SIPR POP (if a SIPR POP is not already in place, the time required to put a SIPR POP in place would fail to meet schedule requirements). The Government will cover the non-recurring costs necessary to establish the secure data transmission link up to the established Not to Exceed (NTE) ODC amount stated in Section L. The Contractor shall be responsible for all recurring costs relating to the maintenance of the secure data transmission link, or
- 2) Access to an approved Protective Distribution System (PDS) providing connectivity to NSWCDD's IWSL.

The encryption device or PDS must be approved at the Secret (or higher) level. The encryption device must be stored in a secure area that meets the construction requirements of the National Industrial Security Program Operating Manual-NISPOM (DOD 5220.22, Chapter 5, Sections 3 and 8) and be accredited by the Defense Security Service (DSS) (IS Specialist, Capital Area phone 1-800-935-7346).

Stand-alone PCs or Local Area Networks (LANs) used in the secure area, to support the AEGIS Classified Network, must meet the minimum-security requirements of the NISPOM (DOD 5220.22-M, Chapter 8) and be accredited by DSS. System configuration must be approved by NSWCDD.

A COMSEC account is required for the receipt of the keying material necessary to support the encryption device if the Contractor elects to use an encrypted system (as opposed to a PDS). The Contractor should have a Defense Courier Service (DCS) account to support the receipt and shipment of the operational key.

As part of the NSWCDD Security Office's Memorandum of Agreement (MOA) with DSS, the Contractor shall complete a Network Participants' Data Sheet (NPDS) and submit it to the NSWCDD Network Security Representative for approval.

If an encrypted system (as opposed to a PDS) will be used, the Contractor shall attend or have attended Network Encryption System (NES) training.

#### **C.7 IN-PROCESS REVIEWS (IPR)**

The Contractor shall conduct semi-annual IPRs with the NSWC Contracting Officer, Contract Specialist, COR and other NSWCDD personnel. (CDRLs A004 and A009)



CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 15 of 69	FINAL
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## **C.8 MANDATORY REQUIREMENTS**

Mandatory requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

### **C.8.1 FACILITY LOCATION**

The Prime Contractor's primary facility supporting this Task Order must be located within a 60 mile driving distance of NSWCDD, Dahlgren, VA.

### **C.8.2 FACILITY SECURITY CLEARANCE**

The Prime Contractor's primary facility must be cleared at the SECRET level and at the SECRET level for processing and storage/safeguarding. This requirement applies to the Offeror's primary facility only.

### **C.8.3 PERSONNEL SECURITY CLEARANCES**

All individuals performing work on this Task Order are required to possess and maintain, as a minimum, a SECRET security clearance (interim clearances are acceptable).

## **C.9 USE OF GOVERNMENT FACILITIES**

The execution of Sections C.3.1 to C.3.3 requires that the Contractor have use of various test facilities, e.g. IWSL, SCSC, ATRC and CSEDS. The Contractor is expected to adjust schedules as necessary to meet the workload including multiple shifts. The Contractor shall adhere to all policies and procedures established to govern the utilization of such facilities. Government Furnished Information (GFI) such as procedures will be provided at no cost to the Contractor prior to required access. Computer time shall be scheduled through a Government process.

## **C.10 PLAN OF ACTION AND MILESTONES (POA&M) AND STAFFING PLAN**

The Contractor shall develop a Plan of Action and Milestones (POA&M) and Staffing Plan Document for each element/work area (CDRL A010). The POA&M shall be signed by the Contractor and the Government Contracting Officer. The signed POA&M shall be provided electronically to the Contracting Officer, the Contract Specialist, the COR/ACOR, and the appropriate Government Subject Matter Expert within thirty (30) calendar days after issuance of the Task Order. Thereafter, plans shall be updated bi-annually or as needed for each CLIN. While Contractor format is acceptable with Government's Contracting Officer approval, the following information, at a minimum, shall appear in each POA&M (CDRL A010):

- 1) Date POA&M prepared and revised
- 2) Work Area (number and title)
- 3) Revision number if applicable
- 4) Contract and Task Order Number
- 5) POA&M Period of Performance
- 6) Contractor Interfaces/POCs (technical area) to Government Interfaces/POCs
- 7) Estimated labor hours and total cost (including fee) Work Summary - to include tasking for the year

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 16 of 69	FINAL
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8) Sub-contractors identified by name)

9) Travel

### **C.11 PROGRESS REPORTING**

**C.11.1** In support of the technical and business management of this Task Order, the Contractor shall participate in formal and informal reviews on the technical activities being conducted under this Task Order. These reviews may be at the Task Order or work area level. (CDRL A011)

**C.11.2** The Contractor shall provide a monthly progress report electronically in accordance with DI-MGMT-81864. This report shall reflect both Prime and Sub-contractor data if applicable at the same level of detail. (CDRL A011)

### **C.12 MEETING AND CONFERENCE SUPPORT**

**C.12.1** In support of each element/work area, the Contractor shall participate in technical meetings and conferences, prepare and present meeting material, and record and distribute meeting minutes and action items. (CDRLs A004, A008, A009)

**C.12.2** The Contractor shall have the capability to receive and test classified computer programs and classified tactical extraction data. This may include the use of collaborative websites and/or SIPRNET e-mail for data and file exchange.

**C.12.3** The Contractor shall have the capability to participate in remote classified teleconferences.

### **C.13 CONTINUOUS IMPROVEMENTS**

In support of each element/work area, the Contractor shall provide recommendations for specific process improvements, equipment and computer program enhancements and obsolescence mitigation, facility improvements, and any other concepts to achieve better efficiency and cost reduction/avoidance. (CDRL A003, A004)

### **C.14 SECURITY**

**C.14.1** The Contractor shall require access to Communications Security (COMSEC), Formerly Restricted Data (FRD), Non-SCI intelligence, NATO, FOUO, and PII information in the performance of this Task Order to support or in order to provide systems engineering, computer program support and maintenance of Navy tactical initiatives and spiral and baseline developments to support NSWCDD as specified on the DD Form 254.

**C.14.2** The Contractor facility is required to possess and maintain a SECRET facility clearance as verified within the Industrial Security Facility Database (ISFD) with SECRET storage capability.

**C.14.3** Access to classified spaces and material, and generation of classified material, shall be in accordance with the attached DD Form 254. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this Task Order.

**C.14.4** The Contractor shall obtain personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. All Key Personnel associated with this Task Order will be required to have at a minimum a DoD "Secret" clearance at time of

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 17 of 69	FINAL
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award.

**C.14.5 Physical Security:** The Contractor shall be responsible for safeguarding all Government information or property provided for Contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be secured as specified.

**C.14.6 Electronic Spillages (ES)** are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc.). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCDD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the Contractor's performance rating. In the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the Contractor.

**C.14.7 NSWCDD Security** will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD254. NSWCDD Security will identify the Contractor facility and Task Order number associated with all electronic spillages during the investigation that involve Contractor support. NSWCDD Security will notify the Contracts Division with the Contractor facility name and Task Order number, incident specifics and associated costs for clean-up. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

**C.14.8 Portable Electronic Devices (PEDs)**

**C.14.8.1** Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCDD instruction defines PEDs as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDs include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, CD-RWs, DVD-RWs, MP3 players, iPads, digital picture frames, electronic book readers, Kindle, Nook, cameras, external hard disk drives, and floppy diskettes.

**C.14.8.2** PEDs belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Assurance and Compliance Branch. This approval will be granted using the TARIS form and action tracker process.

**C.14.8.3** Personally owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 18 of 69	FINAL
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infrastructure.

#### **C.14.9 OPERATIONAL SECURITY**

All Contractors (including Sub-contractors) shall supplement their current security practices by requiring any personnel involved in executing this Task Order to complete Government-sponsored and administered Operations Security (OPSEC) training. In addition, all Contractors should be aware of the Critical Information List (CIL) for the department they are supporting as well as the OPSEC plan for NSWCDD. Upon Task Order award, all identified Contractors (including Sub-contractors) shall sign a Contractor's conformance statement and submit it to the NSWCDD COR named in block 13 of the attached DD254 thereby acknowledging that they will meet the requirements of this Task Order. The COR shall contact their Department Training Coordinator to schedule key employees to attend the Government-sponsored OPSEC training. The Contractor must immediately notify the Government upon the discovery of any nonconformance with the OPSEC Plan.

#### **C.14.10 PRIVACY PROGRAM TRAINING**

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

#### **C.14.11 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE**

**C.14.11.1** In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes DOD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the Contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

**C.14.11.2** In accordance with DOD and DON cybersecurity workforce (CSWF) requirements, Contractors designated with IT Level-I are required to have at a minimum, a SECRET clearance based upon a favorably adjudicated Single Scope Background Investigation (SSBI) completed within the last 5 years. Contractor employees that do not have a final clearance investigation within JPAS are ineligible for IT Level-I designation until the SSBI has been favorably adjudicated shall remain at IT level-II status in JPAS and shall not be assigned to a Task Order position requiring IT Level-I designation.

#### **C.14.12 USE OF INFORMATION SYSTEM (IS) RESOURCES**

**C.14.12.1** Contractor Provision of IS Resources. Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this Task Order.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 19 of 69	FINAL
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This includes, but is not limited to computers, software, networks, certificates, and network addresses.

#### **C.14.13 CONTRACTOR USE OF NSWCDD IS RESOURCES**

**C.14.13.1** In the event that the Contractor is required to have access to NSWCDD IS resources, the login name used for access shall conform to the NMCI login naming convention. If the Contractor requires access to applications/systems that utilize client certificates for authentication, the Contractor is responsible for obtaining requisite certificates from a DOD or External Certificate Authority.

**C.14.13.2** If this Task Order requires that the Contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office.

#### **C.14.14 CONNECTIONS BETWEEN NSWCDD AND CONTRACTOR FACILITIES**

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

#### **C.15 TRAVEL**

The Contractor shall be required to travel in performance of this Task Order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. Travel shall include supporting at-sea test events originating from the United States and foreign ports. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and shall be pre-approved by the COR. The following is a representative list of travel locations anticipated:

##### **Destination**

Washington, DC  
Norfolk, VA  
Little Creek, VA  
Wallops Island, VA  
Philadelphia, PA  
Moorestown, NJ  
Bath, ME  
Pascagoula, MS  
White Sands, NM  
Corona, CA  
San Diego, CA  
Oxnard, CA  
Port Hueneme, CA  
Pearl Harbor, HI  
Kauai, HI  
Yokosuka, Japan

#### **C.16 ON-SITE ENVIRONMENTAL AWARENESS**

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 20 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

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

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

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

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

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

#### **C.17 ON-SITE SAFETY REQUIREMENTS**

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

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

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

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

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

(f) The Contractor shall ensure that all hazardous materials (HAZMAT) procured for NSWCDD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCDD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 21 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

Government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at [https://wwwdd.nmci.navy.mil/program/Safety and Environmental Office/](https://wwwdd.nmci.navy.mil/program/Safety%20and%20Environmental%20Office/).

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

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

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

(j) The Contractor shall ensure that all on-site Contractor work at NSWCDD is in accordance with the NSWCDDINST 5100.1E Occupational Safety and Health Instruction, available at: [https://wwwdd.nmci.navy.mil/program/Safety and Environmental Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety%20and%20Environmental%20Office/Safety/Safety.html)

#### **C.18 SHIPBOARD PROTOCOL**

(a) This tasking may involve platform engineering and fleet support onboard ship. As such, the Contractor is reminded of his responsibility to assure that shipboard protocol is stringently followed. Specifically, visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship; the Contractor is responsible for obtaining and maintaining specialized training (i.e. nuclear awareness, safety, quality control, etc.) and certification (i.e. SUBSAFE certificates etc.); personnel performing on board US Navy Ships must have at least a Secret Security Clearance; if not led by a Government representative the Contractor is responsible for briefing the ship/command upon arrival and the Contractor is responsible for debriefing the ship/command upon departure to include operational status of equipment.

(b) The Contractor shall ensure its personnel adhere to these requirements when performing shipboard tasking.

(c) All assigned personnel must possess at least a SECRET Security Clearance.

(d) All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy and procedures.

(e) Alarms - actual or drill shall be reported and procedures appropriately adhered.

(f) Safety - hard-hats, tag-outs, safety shoes, goggles, safety glasses, safety harnesses, etc., as appropriate shall be utilized.

(g) Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship both pier side and

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 22 of 69	FINAL
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underway.

(h) Must be able to stand, walk, climb stairs, balance, stoop, kneel, crouch or crawl around and lift a maximum of 50 lbs. (single person) in the test environment.

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

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

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

(l) The Contractor shall ensure that repair and maintenance employees working aboard vessels, dry docks and piers have a valid ten (10) hour OSHA Maritime Shipyard Employment Course #7615 completion card within sixty (60) days of employment.

#### **C.19 HAZMAT**

HAZMAT Handling. The Contractor shall provide, and comply with all applicable Federal, State and local laws and DOD, DON, NAVSEA, and NSWCDD instructions, policies, procedures and guidance pertaining to, the purchase, handling, storage, transfer, use and disposal of hazardous materials (HAZMAT). The Contractor shall contact NSWCDD Technical Point of Contact or the HAZMAT Coordinator in advance of commencing such work to ensure compliance with the latest procedures, including those for handling potential spills. The Contractor shall contact the appropriate local HAZMAT Coordinator who will monitor Contractor storage, transfer, handling, use and disposal of HAZMAT on Government property prior to conducting such work. The Contractor shall request any needed clarification that arises in regards to HAZMAT procedures and guidance from the Local Government HAZMAT Coordinator.

HAZMAT Disposal. The Contractor shall provide HAZMAT disposal of unused or expired materials, which shall be in accordance with all applicable federal, state and local laws.

HAZMAT Impacts. The Contractor shall notify the COR of any requirements under this Statement of Work, that may be determined or discovered to impact the protection of endangered plant or animal species or environmentally- sensitive areas, prior to commencing such work.

#### **C.20 SECURITY**

Personnel Security. Contractor employees shall be a U.S. Citizen. There will be times when Contractor employees will be assigned tasking in areas where there will be "Sensitive information or equipment". These employees shall possess and maintain at least a SECRET security clearance or the level appropriate to work in these areas on this Task Order.

Security Information. The Contractor shall furnish a list of personnel and their security clearances on file to the COR no later than 20 calendar days prior to commencement of shipboard work.

Security Requirements. The Contractor shall comply with all DOD, DON, NAVSEA, NSWCDD security instructions, policies, procedures and guidance as they apply



CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 23 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

to the Contractor both on and off Government property. This shall include proper check-in and check-out procedures of all Contractor personnel occupying Government facilities.

Security Access and Control. The Contractor is responsible for ensuring the return of any Common Access Cards (CACs) issued to their employees upon employee separation and/or upon termination of this Task Order.

Private Shipyards. Private Shipyards may require additional security documentation in advance of proceeding to the yard. There may be fees associated with the badging for Contractors.

#### **C.21 POST AWARD MEETINGS**

A Post-Award Meeting will be conducted within 15 working days after award of the Task Order. The meeting will be held at a Government provided location in Dahlgren, Virginia.

(b) The Contractor will be given at least five working-days' notice prior to the date of the meeting by the Contract Specialist.

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

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

#### **C.22 TERMINATION OF EMPLOYEES WITH U.S. GOVERNMENT BADGES**

The Contractor shall ensure that all employees who have a U.S. Government badge turn in the badge immediately upon termination of their employment under this Task Order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separating personnel. The Contractor shall advise the U.S. Government of all changes in their personnel requiring base access.

For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall immediately notify the U.S. Government and make arrangements between the employee and the U.S. Government for the return of the badge. In the event the employee is separated in his or her absence, the Contractor shall immediately notify the U.S. Government of the separation and make arrangements between the former employee and the U.S. Government for the return of the badge.

#### **C.23 DIGITAL DELIVERY OF DATA**

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

(b) Whenever technical data and/or computer software deliverables required by this Task Order are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in and to such

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 24 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

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

(c) Digital delivery means (such as internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this Task Order, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this Task Order.

#### **C.24 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION**

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

#### **C.25 NON-DISCLOSURE AGREEMENTS (NDAs)**

NDAs may be utilized to allow for access to company sensitive/proprietary data. For tasks requiring NDAs, the Contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

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

#### **C.26 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS**

(a) The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. The Government

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 25 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

will not direct the hiring, dismissal or reassignment of Contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer immediately in accordance with the clause 52.243-7.

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

### **C.27 SUB-CONTRACTORS/CONSULTANTS**

(a) None of the services required by this Task Order shall be Sub-contracted to, or performed by, persons other than the Contractor or the Contractor's employees without the prior written consent of the Procuring Contracting Officer.

(b) In addition to the information required by FAR 52.244-2 Alternate 1 (June 2007) in Section I of the MAC, the Contractor shall include the following information in requests to add Sub-contractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section G of the Task Order. Further, this documentation should be submitted for each subcontract increase in scope (hours) or price.

(c) Statements addressing:

- (1) The impact on the Contractor's ability to provide service at the contracted price;
- (2) The impact on compliance with FAR 52.219-14, Limitations of Subcontracting (also show calculations)
- (3) Sole source justification (if applicable)
- (4) A copy of the proposed Sub-contractor's cost or price proposal.
- (5) Documentation establishing that the negotiated price is fair and reasonable.
- (6) 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 Sub-contractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the Sub-contractor's prime SeaPort-e contract if lower than the prime Contractor's rate caps.
- (7) Detailed justifications to include second-tier subcontracting to other Sub-contractors or consultants to include a rationale why these additional firms or consultants could not be directly obtained by the prime Contractor.

(d) The Government strongly discourages Time and Material (T&M) or Labor Hour pricing arrangements because the Contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted for subcontracts. In these instances, the Contractor shall provide specific justification to negotiate subcontracts with this pricing arrangement. The prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 26 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

not exceed the fee rate negotiated for this Task Order. The prime Contractor shall also identify specific additional surveillance/controls to be employed to assure that efficient performance methods are being employed.

#### **C.28 CONTROL OF CONTRACTOR PERSONNEL**

The Contractor shall comply with the requirements of NAVSEA and NSWCDD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

#### **C.29 CONTRACTOR PERSONNEL ADMINISTRATION**

When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g., utilizing badge identifications and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program/project managers shall be clearly identified and known as such by Government employees. As circumstances permits, frequent (at least monthly) meetings are conducted between the COR and the Contractor organization program manager/project manager.

#### **C.30 IDENTIFICATION BADGES**

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

#### **C.31 SKILLS AND TRAINING**

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State and Local laws and regulations. Information assurance functions require certifications specified in DFARS 252.223-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this Task Order maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

Training. Repair and maintenance employees working aboard vessels, dry docks and piers shall have a valid 10-hour OSHA Maritime Shipyard Employment Course #7615 or NAVSEA-approved equivalent completion card within 60 days of

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 27 of 69	FINAL
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employment.

Private Shipyards. Private Shipyards may require other documentation and additional training in advance of proceeding to the yard. Any fees associated with the training are that of the Contractor.

### **C.32 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

(a) The Contractor shall report ALL Contractor labor hours (including Sub-contractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Dahlgren Division via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address  
<https://doncmra.nmci.navy.mil>.

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

### **C.33 ACRONYMS**

ATRC Aegis Training and readiness Center  
BMD Ballistic Missile Defense  
CM Configuration Management  
CMVV Configuration Management Verification and Validation  
COTS Commercial-Off-The-Shelf  
CSEDS Combat System Engineering Development Site  
CSSQT Combat System Ship Qualification Test  
DCS Defense Courier Service  
DGSIT Deployment Group Systems Integration Testing  
DSS Defense Security Service  
ECP Engineering Change Proposal  
FF Frigate  
FRD Formerly Restricted Data  
FST Fleet Synthetic Training  
GFI Government Furnished Information  
GOTS Government-Off-The-Shelf  
ICR Interface Change Requests  
IPR In-Process Review  
IPT Integrated Product Team  
ISFD Industrial Security Facility Database  
IWSL Integrated Warfare Systems Laboratory  
LAN Local Area Network  
LCS Littoral Combat Ship  
MOA Memorandum of Agreement  
NES Network Encryption System  
NISPOM National Industrial Security Program Operating Manual  
NPDS Network Participant Data Sheet  
NSWC Naval Surface Warfare Center  
NSWCDD Naval Surface Warfare Center Dahlgren Division  
NTE Not To Exceed  
OE Operating Environments  
PDS Protective Distribution System  
PMRF Pacific Missile Range Facility  
POA&M Plan of Actions and Milestones  
QA Quality Assurance  
QC Quality Control

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 28 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

SCSC Surface Combat Systems Center  
SME Subject Matter Expert  
SOW Statement of Work  
SSDS Ship Self Defense System  
USCG United States Coast Guard  
V&V Verification and Validation  
WIT Waterfront Integration and Test  
WSMR White Sands Missile Range

### **C.34 ECRAFT STANDARD LANGUAGE**

(a) The Contractor shall upload the Contractor's Funds and Man-hour Expenditure reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System.

(b) The Contractor's Funds and Man-hour Expenditure Report reports Contractor expenditure for labor, materials, travel, Sub-contractor usage, and other contract charges.

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The eCRAFT e-mail address for report submission is: [Ecrafft.nuwc.npt.fct@navy.mil](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 their reports on the same day and for the same timeframe the Contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

### **C.35 STATUS OF FORCES AGREEMENT (SOFA)**

Personnel performing overseas under this Task Order are entitled to SOFA status. SOFA status provides authorized use of:

- (a) APO/FPO/MPO/Postal Services
- (b) Dining Facilities
- (c) MILAIR - Provides for individual employee travel aboard military aircraft.
- (d) Billeting - Provides unaccompanied individual employees with access to unaccompanied Government housing on a cost reimbursable basis.
- (e) Fuel - Provides individual employee with ability to purchase fuel at DoD service centers.
- (f) MWR - Provides individual employee and dependents access to MWR services.
- (g) CAAF - The United States Court of Appeals for the Armed Forces exercises worldwide appellate jurisdiction over members of the armed forces on active duty and other persons subject to the Uniform Code of Military Justice.
- (h) Resuscitative Care - Provides individual employee with lifesaving emergency care.
- (i) Common Access Card (CAC)/ID Card - Provides individual employees with a CAC/ID Card.
- (j) Military Banking - Provides individual employee access to DoD community banking services.
- (k) Transportation - Needed to move from site to site as required.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 29 of 69	FINAL
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### **C.36 SECTION C CLAUSES**

#### **HQ C-1-0001 ITEMS A001-A011 - 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(s) A001-A011, attached hereto.

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

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

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

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

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

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

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

#### **HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)**

Officers, employees and associates of other prime Contractors with the

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 30 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

Government and their Sub-contractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, and be permitted, within the plant and on the vessel(s) to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

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

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

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

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

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

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

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

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

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

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

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



CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 31 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

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

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

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or Sub-contractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

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

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

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

**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 NONCOMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 32 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

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 include on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

#### **HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)**

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement -

(1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 33 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in Paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DICMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided.

The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) - An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MILHDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

(f) Equitable Adjustments for Change Documentation Preparations - For its

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 34 of 69	FINAL
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effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(7) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

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

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

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

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 35 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

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

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

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

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

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

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

**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 organization 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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 36 of 69	FINAL
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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 Sub-contractor, 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 Sub-contractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor shall not furnish to the United States Government, either as a prime Contractor or as a Sub-contractor, or as a consultant to a prime Contractor or Sub-contractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 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, Sub-contractor, 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 conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the contract, 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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 37 of 69	FINAL
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(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 "Sub-contractor" 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 the contract.

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

(a) Definitions.

(b) A "zero-tier reference" is a specification, standard, or drawing that is cited in the Task Order (including its Attachments).

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

d) Requirements.

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

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

If, during the performance of this or any other contract, the Contractor believes that any contract contains outdated or different versions of any specifications or standards, the Contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The Contractor shall submit update requests to the Procurement 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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 38 of 69	FINAL
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**HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (DEC 2006) (MODIFIED)  
(SEP 2012)**

(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 15289:2011, 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 15289:2011. 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 15289:2011, 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 15289:2011, 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 15289:2011, 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-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 39 of 69	FINAL
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## **SECTION D PACKAGING AND MARKING**

### **D.1 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 (NISPO), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

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

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

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

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(Name of Individual Sponsor)

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(Name of Requiring Activity)

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(City and State)

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 40 of 69	FINAL
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## **SECTION E INSPECTION AND ACCEPTANCE**

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

Items 7X99 - Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

### **E.2 HQ E-1-0003 INSPECTION AND ACCEPTANCE OF F.O.B. DESTINATION DELIVERIES**

Items 9XXX - Inspection and acceptance shall be made at destination by a representative of the Government.

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

Items 70xx, 71xx, 72xx, 73xx, 74xx - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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

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

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

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

**E.4.3.1** Quality of Product or Service - Addresses the extent to which the Contractor (a) met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/data delivered (products are complete, well-coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 41 of 69	FINAL
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performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and (g) Services are provided in a professional unbiased manner.

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

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

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

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

**E.4.3.6** Utilization of Small Business - Addresses the Contractor's overall effectiveness with meeting or exceeding the Small Business subcontracting requirement in B.3 of this order and the timeliness and accuracy of reporting of subcontracting performance in accordance with H.5 of the Contractor's MAC.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 42 of 69	FINAL
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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	1/23/2019 - 1/22/2020
7001AA	1/23/2019 - 1/22/2020
7001AB	1/23/2019 - 1/22/2020
9000	1/23/2019 - 1/22/2020
9001AA	1/23/2019 - 1/22/2020

### CLIN - DELIVERIES OR PERFORMANCE

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

70xx, 7099	01/23/2019-01/22/2020
90xx	01/23/2019-01/22/2020

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

71xx, 7199	01/23/2020-01/22/2021
72xx, 7299	01/23/2021-01/22/2022
73xx, 7399	01/23/2022-01/22/2023
74xx, 7499	01/23/2023-01/22/2024
91xx	01/23/2020-01/22/2021
92xx	01/23/2021-01/22/2022
93xx	01/23/2022-01/22/2023
94xx	01/23/2023-01/22/2024

**F.1** Services to be provided hereunder will be provided at NSWCDD in Dahlgren, VA, and the Contractor's facilities.

### F.2 HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

(a) The Contractor shall perform the work described in Section C, at the Level of Effort specified in Section B, as follows:

See Section B

### F.3 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.

## SECTION G CONTRACT ADMINISTRATION DATA

### G.1 ACCOUNTING DATA

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

### G.2 SPECIAL INVOICE INSTRUCTIONS

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

### G.3 PAYMENT INSTRUCTION

PGI 204.7108 Payment Instruction

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

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office  Allocation Method
					deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments;  52.232-2, Payments under Fixed-Price Research and Development	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office  Allocation Method
<p>Contracts;</p> <p>52.232-3, Payments under Personal Services Contracts;</p> <p>52.232-4, Payments under Transportation Contracts and Transportation- Related Services Contracts; and</p> <p>52.232-6, Payments under Communication Service Contracts with Common Carriers</p>					<p>deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.</p>
<p>52.232-5, Payments Under Fixed-Price Construction Contracts</p>	<p>Construction Payment Invoice</p>	N/A	N/A	X	<p>Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year,</p>

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office  Allocation Method
					those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items;  52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in



For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office  Allocation Method
					accordance with FAR 32.207 (b) (2) and 32.1007 (b) (2) .
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207 (b) (2) and 32.1007 (b) (2) .
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

#### G.4 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 48 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

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 FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order Period of Performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

#### **G.5 Dd1-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES**

##### Procuring Contracting Officer (PCO):

(a) Name:

(b) Code:

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

##### Contract Specialist:

(a) Name:

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 49 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

Administrative Contracting Officer (ACO)

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

Contracting Officers Representative (COR):

(a) Name:

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

Alternate Contracting Officers Representative (ACOR):

(a) Name: None.

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an Attachment to this Task Order.

Subject Matter Experts (SMEs):

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

**G.6 Dd1-G11 CONSENT TO SUBCONTRACT**

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

The following Sub-contractors are approved on this Task Order:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 50 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher

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

N00178

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S2101A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA471
Other DoDAAC(s)	Not Applicable

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

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

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact: DLGR\_NSWC\_WAWF@navy.mil.

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

**G.8 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

(a) The Contractor agrees to segregate costs incurred under this

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 52 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

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 Sub-contractors, Sub-contractors 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. Sub-contractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the Sub-contractor lack encryption capability, the Sub-contractor 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.

Accounting Data

SLINID	PR Number	Amount
7001AB	130075171200001	10000.00

LLA :  
AA 1781810 V7YE 257 00060 W 068732 2D X004AI 46579808101Q  
CIAT - Fund Doc N4657918WX004AI

BASE Funding 10000.00  
Cumulative Funding 10000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 53 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

The applicable Labor Categories and associated qualifications are listed in Sections H.2 and H.3 below. Key Personnel qualification levels are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of Key Personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels for Key Personnel are considered to be minimums for any growth beyond those individuals initially proposed.

a) General Combat Systems Experience - General combat systems experience refers to prior experience in any of the following: combat systems requirements/concept development, combat systems design/engineering, combat system computer program development, combat system certification, combat system simulation engineering or combat system simulation computer program development.

b) Specific Experience - Specific experience directly related to the tasks defined in the SOW.

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

d) Accumulation of Qualifying Experience - All categories of experience may be accumulated concurrently. For example, if the candidate worked while going to school, the work and education time may be credited concurrently.

Specific experience may count as general combat system experience, but general combat system experience may not count as specific experience. All experience must be clearly supported by the resume or it will be discounted during the evaluation.

e) The Program Manager shall be an employee of the Prime Contractor.

### H.2 KEY PERSONNEL - DESIRED QUALIFICATIONS

#### a. Program Manager

Bachelor of Science (BS) Degree in an engineering, computer science, mathematics or physical sciences discipline.

Ten (10) years general combat system experience and Seven (7) years specific experience.

The Program Manager demonstrated experience includes:

1) Monitoring and reporting Contract/Task Order performance status and metrics, financial coordination and reporting, and the coordination of issuing and closing of Task/Delivery Orders. This includes leading and managing a large scale, Enterprise level, combat system development organization,

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 54 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

including system engineering, design, development, unit testing, integration testing, verification and validation and deployment.

2) Combat system experience in one or more of the areas listed in the SOW along with the training and skills necessary to conduct and coordinate contractual activities.

**b. Principal Software Engineer**

Bachelor of Science (BS) Degree in an engineering, computer science, mathematics or physical sciences discipline.

Fifteen (15) years general software engineering experience in the areas of computer program development, and Ten (10) years specific experience in Combat System software architecture design and development.

The Principal Software Engineer demonstrated experience includes:

- 1) Conducting and coordinating individual projects
- 2) Coordinating development activities associated with large scale, Enterprise level combat system computer program design
- 3) Design, development and maintenance of complex, real time combat system computer programs
- 4) One or more of the following software languages; Ada, C++, Java, Python.
- 5) Software integration planning and testing with combat systems
- 6) Establishing and maintaining software development schedules and monitoring the technical progress of computer program module development toward these schedules
- 7) Utilizing computer program development tracking tools that capture all new development requirements, tracks computer program defects, and accurately reflects current implementation status
- 8) Job estimation activities

**c. Principal Systems Engineer**

Bachelor of Science (BS) Degree in an engineering, computer science, mathematics or physical sciences discipline.

Fifteen (15) years general combat system experience and Ten (10) years specific experience.

The Principal Systems Engineer demonstrated experience includes:

- 1) Conducting and coordinating individual projects
- 2) Coordinating systems engineering activities associated with large scale, Enterprise level combat system computer programs
- 3) Establishing and maintaining system engineering schedules and monitoring the technical progress toward these schedules
- 4) Job estimation activities

**d. Senior Systems Engineer**



CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 55 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

Bachelor of Science (BS) Degree in an engineering, computer science, mathematics or physical sciences discipline.

Ten (10) years general combat system experience and Eight (8) years specific experience.

The Senior Systems Engineer demonstrated experience includes:

- 1) Coordinating systems engineering activities associated with combat system computer programs
- 2) Establishing and maintaining system engineering schedules and monitoring the technical progress toward these schedules
- 3) Job estimation activities

**e. Senior Software Engineer**

Bachelor of Science (BS) Degree in an engineering, computer science, mathematics or physical sciences discipline.

Ten (10) years general software engineering experience in the areas of computer program development, and Eight (8) years specific experience in Combat System software architecture design and development.

The Senior Software Engineer demonstrated experience includes:

- 1) Designing, developing and maintaining complex, real time combat system computer programs
- 2) One or more of the following software languages; Ada, C++, Java, Python.
- 3) Software integration testing with combat systems
- 4) Establishing and maintaining software development schedules and monitoring the technical progress of computer program module development toward these schedules
- 5) Utilizing computer program development tracking tools that capture all new development requirements, tracks computer program defects, and accurately reflects current implementation status
- 6) Job estimation activities

**H.3 NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS**

In order to provide additional clarification to the Statement of Work, minimum qualifications are provided for Non-Key Personnel. The Contractor shall provide non-key personnel who meet or exceed the minimum qualifications provided below. Prior to charging non-key personnel labor to this Task Order, the Contractor shall provide written certification stating the individual's name, Labor Category, and certification that the individual meets or exceeds the minimum qualifications of the Labor Category. This written certification shall be made by email to the Contract Specialist and the COR.

**a. Systems Engineer**

Bachelor of Science (BS) Degree in an engineering, computer science, mathematics or physical sciences discipline.

Seven (7) years general combat system experience and Five (5) years specific

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 56 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

experience.

The Systems Engineer demonstrated experience includes:

- 1) Conducting and coordinating individual projects
- 2) Coordinating systems engineering activities associated with combat system computer programs

**b. Software Engineer**

Bachelor of Science (BS) Degree in an engineering, computer science, mathematics or physical sciences discipline.

Five (5) years general software engineering experience in the areas of computer program development and Combat System software architecture design and development in one or more of the following software languages; Ada, C++, Java, Python.

**c. Junior Systems Engineer**

Bachelor of Science (BS) Degree in an engineering, computer science, mathematics or physical sciences discipline.

**d. Junior Software Engineer**

Bachelor of Science (BS) Degree in an engineering, computer science, mathematics or physical sciences discipline.

The Junior Software Engineer experience includes:

- 1) One or more of the following software languages; Ada, C++, Java, Python

**e. Computer Technician**

Three (3) years experience in computer hardware configuration and installation, including combat system specific experience.

Experience in network connections, configuration and hardware diagnostics, and troubleshooting is desired.

**f. Technical Writer**

Bachelor of Arts in English or Three (3) years of related experience performing technical writing, research, and editing functions to prepare briefings, manuals, and other contract deliverables.

**g. Analyst**

Six (6) years general combat system experience and Four (4) years specific experience.

**h. Programmer**

Six (6) years general software engineering experience in the areas of computer program design, development and maintenance of Combat System software architectures in one or more of the following software languages; Ada, C++, Java, Python.

**H.4 eCRAFT LABOR CATEGORY CROSSWALK**

The Contractor shall utilize the below Labor Categories as part of the

Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) report submittal in accordance with C.34. This table identifies the Task Order Labor Category, as well as, the corresponding eCRAFT Labor Category for reporting purposes.

<b>Task Order Labor Category</b>	<b>eCRAFT Labor Category</b>
Program Manager	MANAGER, PROGRAM/PROJECT III
Principal Software Engineer	ENGINEER, COMPUTER IV
Principal Systems Engineer	ENGINEER, SYSTEMS IV
Senior Systems Engineer	ENGINEER, SYSTEMS II
Senior Software Engineer	ENGINEER, COMPUTER III
Systems Engineer	ENGINEER, SYSTEMS II
Junior Systems Engineer	ENGINEER, SYSTEMS I
Software Engineer	ENGINEER, COMPUTER II
Junior Software Engineer	ENGINEER, COMPUTER I
Technical Writer	TECHNICAL WRITER I
Computer Technician	ENGINEER, COMPUTER I
Analyst	ANALYST, MANAGEMENT I
Programmer	ENGINEER, COMPUTER I
Management and Support	ANALYST, MANAGEMENT I

#### **H.5 CYBER WORKFORCE**

IAW DOD/DON CSWF requirements, Contractors designated in the future with IT Level-I are required to have at a minimum, a SECRET clearance based upon a favorably adjudicated SSBI completed within the last five (5) years.

Contractor employees that do not have a final clearance investigation within JPAS are ineligible for IT Level-I designation until the SSBI has been favorably adjudicated, shall remain at IT level-II status in JPAS and shall not be assigned to a Task Order position requiring IT Level-I designation.

#### **H.6 RESUME FORMAT AND CONTENT REQUIREMENTS**

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

(a) HEADER

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

Note if the individual is Key on another Task Order with a Period of Performance that will overlap this requirement. Note plans to satisfy both

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 58 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

Contracts if the Offeror is selected for award.

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

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

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE

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

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

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

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

Lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Labor Category requirements.

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

Gaps in experience shall be explained.

Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional

development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Task Order N0017819F3000 by CSRA LLC, and intend to make myself available to work under any resultant Task Order to the extent proposed."

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Offeror Signature and Date

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

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

**H.7 Dd1-H10 FUNDING PROFILE**

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

CLIN	Total CPFF (Ceiling)	Funds This Action	Previous Funding	Ttl Funded Amount	Unfunded Balance	Ceiling Labor Hrs	Funded Hours
7001							
9001							
<b>Totals</b>							

**H.8 Dd1-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

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

(b) Resumes should be submitted in the format required under Section H.6. However, in order to expedite Task Order administration, Contractor format may be used providing that sufficient information is submitted for an independent comparison of the individual's qualifications with Labor Category requirements.

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

**H.9 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

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

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

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

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

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

**H.10 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)**

(a) The Contractor agrees to provide the total Level of Effort specified below in performance of the work described in Sections B and C of this TaskOrder. The total Level of Effort for the performance of this Task Order shall be the man-hours of direct labor identified in the table below, including Sub-contractor direct labor for those Sub-contractors specifically identified in the Contractor's proposal as having hours included in the proposed Level of Effort.

The table below and information for blanks in Paragraph (b) and (d) are to be completed by the Offeror.

CLIN	Total Labor Hrs	Compensated Labor Hrs	Uncompensated Labor Hrs
7001			
7050			
7100			
7150			
7200			
7250			
7300			
7350			
7400			
7450			

(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 forty (40) hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. 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 Task Order.

(c) Effort performed in fulfilling the total Level of Effort obligations specified above shall only include effort performed in direct support of this Task Order 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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 61 of 69	FINAL
----------------------------------	-------------------------------------	------------------	-------

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

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

Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total Level of Effort obligations of the Task Order. 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 Task Order 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 Task Order.

**H.11 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the Task Order.

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

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

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

**H.12 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This Task Order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this Task Order 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 Task Order 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	CPFF	Est Funds Through
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7001				1/23/2019
9001				
<b>Totals</b>				

(b) The parties contemplate that the Government will allot additional amounts to this Task Order from time to time for the incrementally funded CLINs/SLINs by unilateral Task Order 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 7000, 7001AB, 9000

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

**H.13 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

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

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

**H.14 5252.245-9108 Government-Furnished Property (Performance) (APR 2015)**

The Government will provide only that property set forth in Attachment J.1, notwithstanding any term or condition of this Task Order to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the property for use in the performance of this Task Order as shown in Attachment J.1.

**H.15 SAVINGS INITIATIVES**

The following cost savings initiatives are required under this Task Order.

- (a) Annual Labor Escalation:
- (b) Maximum Pass-Through Rate:
- (c) Lower Fee rate:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 64 of 69	FINAL
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(d) Other: N/A

(e) The Government strongly encourages the Prime Contractor to eliminate "double pass-through" costs by avoiding second tier Sub-contractors/Consultants during performance and where this situation is unavoidable, limiting Sub-contractor pass-through costs to the lower of:

(1) The Prime Contractor's pass-through rate under this order, or

(2) The Sub-contractor's SeaPort-e pass-through rate where the Sub-contractor is also a Prime Contractor under SeaPort-e.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 65 of 69	FINAL
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## SECTION I CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE

52.203-13	Contractor Code of Business Ethics and Conduct	Oct 2015
52.203-16	Preventing Personal Conflicts of Interest	Dec 2011
52.204-2	Security Requirements	Aug 1996
52.204-6	Unique Entity Identifier	Oct 2016
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-12	Unique Entity Identifier Maintenance	Oct 2016
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications	Oct 2010
52.222-50	Combating Trafficking in Persons	Mar 2015
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.228-3	Workers' Compensation Insurance (Defense Base Act)	Apr 1984
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Sub-contractors	Dec 2013
52.233-3	Protest After Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.245-1	Government Property	Jan 2017
52.245-9	Use and Charges	Apr 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Sep 2013
252.203-7003	Agency Office of the Inspector General	Dec 2012
252.204-7000	Disclosure of Information	Oct 2016
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7005	Oral Attestation of Security Responsibilities	Nov 2001
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)	Oct 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Oct 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Oct 2016
252.204-7015	Notice of Authorized Disclosure of Information by Litigation Support	May 2016

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 66 of 69	FINAL
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252.211-7007	Reporting of Government-Furnished Property	Aug 2018
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	Jan 2018
252.222-7002	Compliance with Local Laws (Overseas)	Jun 1997
252.225-7027	Exclusionary Policies and Practices of Foreign Governments	
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	Apr 2003
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	Oct 2015
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Jun 2015
252.225-7048	Export Controlled Items	Jun 2013
252.225-7993	Prohibiting on Contracting with the Enemy (DEVIATION)	Feb 2015
252.227-7013	Rights in Technical Data - Noncommercial Items	Feb 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Feb 2014
252.228-7003	Capture and Detention	Dec 1991
252.232-7010	Levies on Contract Payments	Dec 2006
252.233-7001	Choice of Laws	Jun 1997
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	Apr 2012
252.245-7002	Reporting Loss of Government Property	Dec 2017
252.245-7003	Contractor Property Management System Administration	Apr 2012
252.245-7004	Reporting, Reutilization, and Disposal	Dec 2017

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

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

52.227-3-Patent Indemnity

52.227-13 - Patent Rights-Ownership by the Government

252.246-7001 Alternates I & II - Warranty of Data

## **I.2 CLAUSES INCORPORATED BY FULL TEXT**

### **I.2.1 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)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 67 of 69	FINAL
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to the Contractor within the periods specified below. If more than one (1) 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
71xx, 91xx	No later than twelve (12) months after the Task Order POP start date.
72xx, 92xx	No later than twenty-four (24) months after the Task Order POP start date.
73xx, 93xx	No later than thirty-love (36) months after the Task Order POP start date.
74xx, 94xx	No later than forty-eight (48) months after the Task Order POP start date.

(b) If the Government exercises this option, the extended Task Order 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 (to include surge), shall not exceed five (5) years, however, in accordance with Paragraph (j) of the requirement of this Task Order entitled "LEVEL OF EFFORT - ALTERNATE 1", (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.

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

(a) The use of overtime is authorized under this Contract if the overtime premium does not exceed hours or the overtime premium is paid for work --

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

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 68 of 69	FINAL
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(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government Contracts, together with identification of each affected Contract; and

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

\* Insert either "zero" (0) 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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0017819F3000	PAGE 69 of 69	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - DD Form 1423, Contract Data Requirements List

Attachment J.1 - Scheduled Government Furnished Property (To Be Transferred Subsequent to Task Order Award)

Attachment J.2 - DD Form 254, Contract Security Classification Specification