

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 17-Oct-2018	4. REQUISITION/PURCHASE REQ. NO. 1300749573	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307	CODE N63394	7. ADMINISTERED BY (If other than Item 6) DCMA LOS ANGELES 6230 Van Nuys Boulevard Van Nuys CA 91401	CODE S0512A	SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Quality Innovative Solutions, Inc. dba QI-Solutions, QISI 1741 Ives Ave, Suite B Oxnard CA 93033-1866		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-8026 / N6339418F3003
		10B. DATED (SEE ITEM 13) 11-Dec-2017
CAGE CODE 3YWE7	FACILITY CODE	

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

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22 Limitation of Funds

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 17-Oct-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

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

Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 2 of 2	FINAL
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## GENERAL INFORMATION

The purpose of this modification is to

The Line of Accounting information is hereby changed as follows:

The total amount

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 1 of 84	FINAL
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Base Year: Provide Sensor Network Engineering, Network and Digital Systems Supportability, and Cooperative Engagement Capability(CEC) Test and Evaluation Engineering services in accordance with SOW, Section C. See Note A. (Fund Type - TBD)					
700001	R425	PR 1300683106 Funding Doc N0002417WX05190 APPN: RDT&E Cooperative Engagement Capability (CEC) SOW PARA 3.4.1 (RDT&E)					
700002	R425	PR 1300682892 Funding Doc N0002418WX02320 APPN: OPN Cooperative Engagement Capability (CEC) SOW PARA 3.2.1 (OPN)					
700003	R425	PR 1300683110 Funding Doc N0002418WX01976 APPN: OMN Cooperative Engagement Capability (CEC) SOW PARA 3.3.1 (O&MN,N)					
700004	R425	PR 1300683108 Funding Doc N0002417WX05190 APPN: RDT&E Cooperative Engagement Capability (CEC) SOW PARA 3.4.1 (RDT&E)					
700005	R425	PR 1300683873 Funding Doc N0002417WX05190 APPN: RDT&E SOW PARA 3.2.1 (RDT&E)					
700006	R425	PR 1300701381 Funding Doc N0002481WX01976 APPN: OMN FED: 9/30/2018 WCD: 9/30/2018 SOW Para 3.3.1 (O&MN,N)					
700007	R425	PR 1300701432 Funding Doc N0002418WX02473 APPN: RDTE WCD 9/30/2019 Para 3.4.1 (RDT&E)					
700008	R425	PR 1300701432 Funding Doc N0002418WX02473 APPN: RDT&E WCD: 9/30/2019 SOW 3.4.1 (RDT&E)					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 2 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700009	R425	PR 1300701432 Funding Doc N0002418WX02473 APPN: RDT&E WCD: 9/30/2019 SOW 3.4.1 (RDT&E)					
700010	R425	PR 1300701632 Funding Doc N0002418WX01351 APPN: OMN FED: 9/30/2020 SOW Para 3.2 TI-BY-02_FE (OPN)					
700011	R425	PR 1300705202 Funding Doc N0002418WX02102 APPN: OMN FED: 9/30/2018 WCD: 9/30/2018 SOW Para 3.2.1 (O&MN,N)					
700012	R425	PR1300705697 Funding Doc N0002418WX05821 APPN: SCN FED: 9/30/2018 SOW Para 3.2.1 (SCN)					
700013	R425	PR 1300705764 Funding Doc N0002418WX02473 APPN: RDTE FED: 9/30/2019 WCD: 9/30/2019 SOW Para 3.2.1 (RDT&E)					
700014	R425	PR 1300716711 Funding Doc N0002418WX02102 APPN: OMN FED: 9/30/2018 WCD: 9/30/2018 SOW Para 3.2.1 (O&MN,N)					
700015	R425	PR 1300716732 Funding Doc N0002418WX01976 APPN: OMN FED: 9/30/2018 WCD: 09/30/2018 Para 3.3.1 (O&MN,N)					
700016	R425	PR 1300716619 Funding Doc N0002418WX06232 APPN: OMN FED: 9/30/2018 SOW PARA 3.2.1 (O&MN,N)					
700017	R425	PR 1300716734 Funding Doc N0002418WX02320 APPN: OPN FED 9/30/2020 WCD: 9/30/2019 (OPN)					
700018	R425	PR 1300716734 Funding Doc N0002418WX02320 APPN: OPN FED 9/30/2020 WCD: 9/30/2019 (OPN)					
700019	R425	PR 1300716734 Funding Doc N0002418WX02320 APPN: OPN FED 9/30/2020 WCD: 9/30/2019 (OPN)					
700020	R425	PR 1300731731 Funding Doc N0002418WX02320 APPN: OPN WCD 9/30/2019 SOW Para 3.2.1 TI-BASE-05 Rev 2 (OPN)					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 3 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700021	R425	PR 1300731731 Funding Document N002418WX02320 APPN: OPN WCD: 9/30/2019 SOW Para 3.2.1 TI-BASE-05 Rev 2 (OPN)					
700022	R425	PR 1300731731 Funding Document N002418WX02320 APPN: OPN WCD: 9/30/2019 SOW Para 3.2.1 TI-BASE-05 Rev 2 (OPN)					
700023	R425	PR 1300731731 Funding Document N002418WX02320 APPN: OPN WCD: 9/30/2019 SOW Para 3.2.1 TI-BASE-05 Rev 2 (OPN)					
700024	R425	PR 1300730224 Funding Document N0002418WX02320 APPN: OPN FED: 9/30/2020 SOW Para 3.2.1 (OPN)					
700025	R425	PR 1300730224 Funding Document N0002418WX02320 APPN: OPN FED: 9/30/2020 SOW Para 3.2.1 (OPN)					
700026	R425	PR 1300739494 Funding Document N00024WX02473 APPN: RDT&E FED: 9/30/2019 WCD: 9/30/2019 SOW Para: 3.4.1 TI-BY-03 Rev 1 (RDT&E)					
700027	R425	PR 1300739494 Funding Document N00024WX02473 APPN: RDT&E FED: 9/30/2019 WCD: 9/30/2019 SOW Para: 3.4.1 TI-BY-03 Rev 1 (RDT&E)					
700028	R425	PR 1300749573 Funding Document N0002417WX06285 APPN: OPN FED: 9/30/2019 WCD: 9/30/2019 SOW Paragraph 3.2.1 (OPN)					
7001	R425	Base Year: Provide Sensor Network Engineering, Network and Digital Systems Supportability, and Cooperative Engagement Capability(CEC) Test and Evaluation Engineering services in accordance with SOW, Section C. See Note A. (FMS Case #AT-P-LCQ)					
700101	R425	PR# 1300695602 Funding Document N0002416WX03547 APPN: FMS WCD: 9/30/2018 (FMS)					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 4 of 84	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700102	R425	PR# 1300731665 Funding Document N0002417WX02779 APPN: FMS WCD: 9/30/2019 SOW Para: 3.2.1 FMS CASE AT-P-GSU TI-BASE-05 Rev 2 (FMS)					
700103	R425	PR 1300731665 Funding Document N0002417WX05718 APPN: FMS WCD: 9/30/2019 SOW Para 3.2.1 FMS CASE AT-P-LZU TI-BASE-05 Rev 2 (FMS)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002		Base Year: Contract Data Requirements List (CDRL) DD1423, provided as Exhibit A, in support of CLINs 7000-7001 in accordance with the SOW. Not separately priced. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS252.227-7013., unless an assertion is provided and accepted by the Government with the proposal IAW DFARS 252.227-7013 (b)(1). The price/costs for all data/tech data generated by the Contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLINs 7000-7001.					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Option Year 1: Provide Sensor Network Engineering, Network and Digital Systems Supportability, and Cooperative Engagement Capability (CEC) Test and Evaluation Engineering services in accordance with SOW, Section C. See Note A & Note B. (Fund Type - TBD)  Option					
7101	R425	Option Year 1: Provide Sensor Network Engineering, Network and Digital Systems Supportability, and Cooperative Engagement Capability (CEC) Test and Evaluation Engineering services in accordance with SOW, Section C. See Note A & Note B. (FMS Case #AT-P-LCQ)					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 5 of 84	FINAL
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Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF  
Option

For Cost Type / NSP Items

Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

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7102 Option Year 1: Contract Data Requirements List (CDRL) DD1423, provided as Exhibit A, in support of CLINs 7100-7101 in accordance with the SOW. Not separately priced. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the proposal IAW DFARS 252.227-7013 (b)(1). The price/costs for all data/tech data generated by the Contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLINs 7100-7101.

For Cost Type Items:

Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

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7200 R425 Option Year 2: Provide Sensor Network Engineering, Network and Digital Systems Supportability, and Cooperative Engagement Capability (CEC) Test and Evaluation Engineering services in accordance with SOW, Section C. See Note A & Note B. (Fund Type - TBD)  
Option

7201 R425 Option Year 2: Provide Sensor Network Engineering, Network and Digital Systems Supportability, and Cooperative Engagement Capability (CEC) Test and Evaluation Engineering services in accordance with SOW, Section C. See Note A & Note B. (FMS Case #AT-P-LCQ)  
Option

For Cost Type / NSP Items

Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 6 of 84	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7202		Option Year 2: Contract Data Requirements List (CDRL) DD1423, provided as Exhibit A, in support of CLINs 7200-7201 in accordance with the SOW. Not separately priced. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the proposal IAW DFARS 252.227-7013(b)(1). The price/costs for all data/tech data generated by the Contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLINs 7200-7201.					

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	Option Year 3: Provide Sensor Network Engineering, Network and Digital Systems Supportability, and Cooperative Engagement Capability (CEC) Test and Evaluation engineering services in accordance with SOW, Section C. See Note A & Note B. (Fund Type - TBD)  Option					
7301	R425	Option Year 3: Provide Sensor Network Engineering, Network and Digital Systems Supportability, and Cooperative Engagement Capability (CEC) Test and Evaluation Engineering services in accordance with SOW, Section C. See Note A & Note B. (FMS Case #AT-P-LCQ)  Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7302		Option Year 3: Contract Data Requirements List (CDRL) DD1423, provided as Exhibit A, in support of CLINs 7300-7301 in accordance with the SOW. Not separately priced. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the proposal IAW DFARS 252.227-7013(b)(1). The price/costs for all data/tech data generated by the Contractor directly or indirectly in					



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 7 of 84	FINAL
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**Item PSC Supplies/Services** Qty Unit Est. Cost Fixed Fee CPFF

its performance of this procurement effort is included in the price/costs paid by the Government under CLINs 7300-7301.

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Option Year 4: Provide Sensor Network Engineering, Network and Digital Systems Supportability, and Cooperative Engagement Capability (CEC) Test and Evaluation Engineering services in accordance with SOW, Section C. See Note A & Note B. (Fund Type - TBD)					
		Option					
7401	R425	Option Year 4: Provide Sensor Network Engineering, Network and Digital Systems Supportability, and Cooperative Engagement Capability (CEC) Test and Evaluation Engineering services in accordance with SOW, Section C. See Note A & Note B. (FMS Case #AT-P-LCQ)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7402		Option Year 4: Contract Data Requirements List (CDRL) DD1423, provided as Exhibit A, in support of CLINs 7400-7401 in accordance with the SOW. Not separately priced. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the proposal IAW DFARS 252.227-7013(b)(1). The price/costs for all data/tech data generated by the Contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLINs 7400-7401.					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 8 of 84	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC in support of CLIN 7000. (Fund Type - TBD)			
900001	R425	PR 1300682892 Funding Document N0002418WX02320 APPN: OPN SOW PARA 3.2.1 (OPN)			
900002	R425	PR 1300683110 Funding Document N0002418WX01976 APPN: OMN SOW PARA 3.3.1 (O&MN,N)			
900003	R425	PR 1300683108 Funding Document N0002417WX05190 APPN: RDT&E SOW PARA 3.4.1 (RDT&E)			
900004	R425	PR 1300683873 Funding Document N0002417WX05190 APPN: RDT&E SOW PARA 3.2.1 (RDT&E)			
900005	R425	PR 1300701381 Funding Doc N002418WX01976 APPN: OMN WCD: 9/30/2018 SOW Para 3.3.1 APPN: (O&MN,N)			
900006	R425	PR 1300701432 Funding Doc N0002418WX02473 APPN: RDT&E WCD: 9/30/2019 SOW 3.4.1 (RDT&E)			
900007	R425	PR 1300701432 Funding Doc N0002418WX02473 APPN: RDT&E WCD: 9/30/2019 SOW 3.4.1 (RDT&E)			
900008	R425	PR 1300701432 Funding Doc N0002418WX02473 APPN: RDT&E WCD: 9/30/2019 SOW 3.4.1 (RDT&E)			
900009	R425	PR 1300705202 Funding Doc N0002418WX02102 APPN: OMN FED: 9/30/2018 WCD: 9/30/2018 SOW Para 3.2.1 (O&MN,N)			
900010	R425	PR1300705697 Funding Doc N0002418WX05821 APPN: SCN FED: 9/30/2018 WCD: 9/30/2018 SOW Para 3.2.1 (SCN)			
900011	R425	PR 1300705764 Funding Doc N0002418WX02473 APPN: RDTE FED: 9/30/2019 WCD: 9/30/2019 SOW Para 3.2.1 (RDT&E)			
900012	R425	PR 1300716732 Funding Doc N0002418WX01976 APPN: OMN FED: 9/30/2018 WCD: 09/30/2018 Para 3.3.1 (O&MN,N)			
900013	R425	PR 1300716619 Funding Doc N0002418WX06232 APPN: OMN FED: 9/30/2018 SOW PARA 3.2.1 (O&MN,N)			
900014	R425	PR 1300716734 Funding Doc N0002418WX02320 APPN: OPN FED 9/30/2020 WCD: 9/30/2019 (OPN)			
900015	R425	PR 1300731731 Funding Doc N0002418WX02320 APPN: OPN WCD 9/30/2019 SOW Para 3.2.1 TI-BASE-05 Rev 2 (OPN)			
900016	R425	PR 1300731731 Funding Document N002418WX02320 APPN: OPN WCD: 9/30/2019 SOW Para 3.2.1 TI-BASE-05 Rev 2 (OPN)			
900017	R425	PR 1300731731 Funding Document N002418WX02320 APPN: OPN WCD: 9/30/2019 SOW Para 3.2.1 TI-BASE-05 Rev 2 (OPN)			
900018	R425	PR 1300731731 Funding Document N002418WX02320 APPN: OPN WCD: 9/30/2019 SOW Para 3.2.1 TI-BASE-05 Rev 2 (OPN)			
9001	R425	ODC in Support of FMS CLIN 7001. (FMS Case #AT-P-LCQ)			
900101	R425	PR# 1300695602 Funding Document N0002416WX03547 APPN: FMS WCD: 9/30/2018 (FMS)			
900102	R425	PR# 1300731665 Funding Document N0002417WX02779 APPN: FMS WCD: 9/30/2019 SOW Para: 3.2.1 FMS Case AT-P-GSU TI-BASE-05 Rev 2 (FMS)			
900103	R425	PR# 1300731665 Funding Document N0002416WX05718 APPN: FMS WCD 9/30/2019 SOW Para: 3.2.1 FMS CASE AT-P-LZU TI-BASE-05			

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 9 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Rev 2 (FMS)			
9100	R425	ODC in Support of CLIN 7100. (Fund Type - TBD) Option			
9101	R425	ODC in Support of FMS CLIN 7101. (FMS Case #AT-P-LCQ) Option			
9200	R425	ODC in Support of CLIN 7200. (Fund Type - TBD) Option			
9201	R425	ODC in Support of FMS CLIN 7201. (FMS Case #AT-P-LCQ) Option			
9300	R425	ODC in Support of CLIN 7300. (Fund Type - TBD) Option			
9301	R425	ODC in Support of FMS CLIN 7301. (FMS Case #AT-P-LCQ) Option			
9400	R425	ODC in Support of CLIN 7400. (Fund Type - TBD) Option			
9401	R425	ODC in Support of FMS CLIN 7401. (FMS Case #AT-P-LCQ) Option			

Note A: Propose whole dollars only.

Note B: The Base Period for CLIN's/SLIN's (7000, 7001, 7002, 9000) will commence on the date(s) listed in Section F.

Note C: Level of Effort: (CLIN(s) 7000, 7001, 7100, 7101, 7200, 7201, 7300, 7301, 7400, 7401) For labor items, Offerors shall propose labor hours mandated in Section B to perform requirement of the Statement of Work (SOW) provided for the period of performance in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT Clause applies to these items. The Labor Mix is provided in Section L. The required hours are the following:

NOTE D: CLIN(s) 7100-7101, 7200-7201, 7300-7301, 7400-7401, 9100-9400. Option Item to which the Option Clause in Section I applies and which is to be supplied only if and to the extent that said option is

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 10 of 84	FINAL
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exercised.

NOTE E: CLIN(s) 9000-9400. Travel and Material CLINs are Cost Only.

### **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 \_\_\_\_\_ or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

### **HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS**

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

### **HQ B-2-0009 NOTE (CDRL)**

Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

### **HQ B-2-0010 NOTE (OPTION) (7100-7101, 7200-7201, 7300-7301, 7400-7401, 9100-9400)**

Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

### **HQ B-2-0013 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT – ALTERNATE I (NAVSEA) (JAN 2008)**

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 11 of 84	FINAL
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this contract entitled "DISPUTES" (FAR 52.233-1).

(d) Separate invoices shall be submitted for selected replacement repair parts subsequent to the establishment of prices therefor in accordance with SECTION C of this contract.

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010) (Applicable to CLINs 7000, 7001, 7100, 7101, 7200, 7201, 7300, 7301, 7400 and 7401)**

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

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

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)(Applicable to CLINs 9000, 9001, 9100, 9101, 9200, 9201, 9300, 9301, 9400 and 9401)**

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

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

CLIN	Contract Type



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 13 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### 1.0 Scope

The Task Order shall provide Sensor Network Engineering, Network and Digital Systems Supportability, and Cooperative Engagement Capability (CEC) Test and Evaluation engineering services required for CEC and Maritime Integrated Air and Missile Defense Planning System (MIPS) Programs. The close coordination and cooperation between Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) and Naval Sea (NAVSEA) Program Executive Office (PEO) Integrated Warfare Systems (IWS), PEO Ships, the Marine Corps Systems Command (MARCOR), the United States Marine Corps (USMC), and the United States Army (USA) are imperative to the success of these programs. Field service work will include servicing and troubleshooting antennas mounted on 400' towers in various locations on the East Coast in support of the Land Based Testing at various specialized test facilities including shipyards, Original Equipment Manufacturer (OEM) facilities, shipboard technical, USA and USMC bases including deployment site, engineering and investigational support tasks. Work will also require assistance in the maintenance and operation of CEC systems mounted on High Mobility Multipurpose Wheeled Vehicles (HMMWVs) or Land Mobile Units (LMU), both Continental United States (CONUS) and Outside of Continental United States (OCONUS). Shipboard work will consist of underway periods or working aloft on external elements and service platforms. Aircraft work will be performed underway and at detachments supporting CEC equipped aircraft working in external elements. USMC and USA work will be performed on base and at deployment locations.

Systems and programs covered by this procurement as required for implementation in United States Navy (USN) (AEGIS, Ship Self Defense System (SSDS), Surface Combatants, and Naval Air (NAVAIR)), USMC, and USA Combat and Weapon Systems, include:

All CEC system variants

Composite Track Network (CTN)

Common Aviation Command and Control System (CAC2S)

Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)

Foreign Military Sales (FMS)

Maritime Integrated Air and Missile Defense Planning System (MIPS)

Common Network Interface (CNI)

The CEC Program currently maintains permanent Land Based Test Sites at the Surface Combat Systems Center, Wallops Island, VA; the Combat Direction Systems Activity, Dam Neck, VA; the Naval Surface Warfare Center, Dahlgren, VA; the Combat Systems Engineering Development Site, Moorestown, VA; the Naval Air Station, Patuxent River, MD; White Sands; Pacific Missile Test Center, Barking Sands, HI; Mayport, FL; Naval Air Station Fallon, NV; and three dedicated sites at San Diego, CA, Eastville, VA and Reedville, VA, and other sites as required. FMS sites and ships (representative but not inclusive list of foreign countries where

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 14 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

tasking is to be performed include Bahrain, Australia, Spain, and Japan). Specific locations will be specified in individual Technical Instructions (TIs) when issued.

## 2.0 Statements and Applicable Documents

### 2.1. Statements

2.1.1 In accordance with SECNAV M-5510.30, the Navy Personnel Security Program Manual, Chapter 6, Section 6-6, Paragraph 2b and 2c, as well as Homeland Security Presidential Directive 12 (HSPD-12) and United States Office of Personnel Management Memorandum, Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 dated 31 July 2008. The Contractor shall ensure that all individuals performing work on behalf of the Government have a current, favorably adjudicated Background Investigation (BI) of the appropriate level. Individuals that require IT-I level access to sensitive DoD and DoN IT systems require a favorable adjudication of a Position of Trust Single Scope Background Investigation (PT/SSBI) and individuals that require IT-II level access require a favorable adjudication of a Position of Trust Tier 3 investigation (PT/T-3). Requests for position of trust background investigations must be submitted to OPM by the NSWC PHD Security Office with a copy to the Contracting Officer Representative (COR). Point of contact is the Personnel Security Specialist, (805) 228-7196.

The Contractor shall prepare a monthly personnel roster of individuals performing work on behalf of the Government. The reporting period shall be within 30 calendar days after effective date of order. Subsequent reports shall be submitted monthly thereafter, not later than the 10<sup>th</sup> day of the reporting month.

2.1.2 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA) NMCARS 5237.102-90. The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for NSWC PHD via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address [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 [Reporting inputs will be](#)

### 2.2. Applicable Documents

2.2.1 The Contractor shall adhere to the following documents in accordance with Paragraph 3.0 Requirements. All applicable tasking, processes, performance, execution, and documentation within this contract shall be in accordance with the most current revision of these documents.

Document Type	No./Version	Title	Date
Chief of Naval Operations	4790.4F	Ship's Maintenance And Material Management System	27 OCT 2014



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 15 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Instruction		Policy	
Chief of Naval Operations Instruction	4700.7L	Maintenance Policy For United States Navy Ships	25 MAY 2010
Chief of Naval Operations Instruction	4790.16B	Condition-Based Maintenance And Condition-Based Maintenance Plus Policy	01 OCT 2015
Department of Defense Instruction	4151.22	Condition Based Maintenance Plus (CBM+) for Materiel Maintenance	16 OCT 2012
Manual	SL720-AA-MAN-030	Navy Modernization Process Management And Operations Manual (NMPMOM)	REV 3 21 JAN 10
Chief of Naval Operations Instruction	4790.4F	Ship's Maintenance And Material Management System Policy	27 OCT 2014
Chief of Naval Operations Instruction	4700.7L	Maintenance Policy For United States Navy Ships	25 MAY 2010
Chief of Naval Operations Instruction	4790.16B	Condition-Based Maintenance And Condition-Based Maintenance Plus Policy	01 OCT 2015
Department of Defense Instruction	4151.22	Condition Based Maintenance Plus (CBM+) for Materiel Maintenance	16 OCT 2012
Manual	SL720-AA-MAN-030	Navy Modernization Process Management And Operations Manual (NMPMOM)	REV 3 21 JAN 10

### 3.0 Requirements

The identified tasks are to be performed and delivered in accordance with the requirements stated in each task, unless otherwise directed.

#### 3.1 General Requirements

3.1.1 The Contractor shall prepare status reports. (A008)

3.1.2 The Contractor shall prepare funding reports. (A002)(A006)

3.1.3 The Contractor shall prepare a security clearance list for all personnel working on this procurement. (A009)

3.1.4 The Contractor shall prepare an Emergency Muster Report. (A007)

3.1.5 The Contractor shall prepare a list of personnel who have completed the training specified in Special Requirements, Paragraph 3.90 of the contract. (A013)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 16 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

3.1.6 The Contractor shall prepare HAZMAT/HAZWASTE reports associated to the services performed in the SOW. (A014)

*3.1.7 The Contractor shall transport non-hazardous materials between storage, warehouse, remote test sites, and Waterfront activities, in support of CEC/MIPS related events, utilizing Government or Contractor furnished lift equipment and 1-ton or less sized vehicles.*

## **3.2 Sensor Network Engineering**

### **3.2.1 Installation and Fleet Support Engineering Services**

3.2.1.1 The Contractor shall provide FMS project engineering during the development, acquisition and fielding of the CEC system.

3.2.1.2 The Contractor shall review and prepare input to the task descriptions involved in installing and integrating the CEC systems and related Engineering Changes to USMC and Army units, US Navy aircraft and ships, FMS ships and Land Based Test Sites including Land Mobile units. (A001)(A005)

3.2.1.3 The Contractor shall install, check out, and prepare reports and final completion reports for the AN/USG-X, AN/USG-XA, AN/USG-XB systems, and follow-on variants of CEC equipment, and Engineering Changes (ECs) on ships and mobile vehicles, aircraft, and at Land Based Test Sites (LBTS). (A004)

3.2.1.4 The Contractor shall prepare feedback and recommendations based on the action items addressed in Engineering Change Status and Installation Planning teleconferences. (A003)

3.2.1.5 The Contractor shall review and prepare recommendations for Ship Change Documents (SCDs), Ship Interface drawings (SIDs), Installation Control Drawings (ICDs), Bills of Material (BOMs), Technical Directives, Installation Data Package (IDP), and Installation Check Out (INCO) test packages. (A011)

3.2.1.6 The Contractor shall prepare Fleet technical assistance via on-site visit and provide input via E-Mail, teleconference, and Naval message-based technical assists. On-site support will be at Naval Shipyards, Naval/USMC/Army bases in the CONUS. Foreign and outside of CONUS travel may be required. (A011)

3.2.1.7 The Contractor shall provide services to repair, calibrate, weight test, or certify CEC Installation Equipment needed to conduct tasking on hardware/software installations, equipment check outs, or equipment repairs on ships, aircrafts, LBTS and mobile vehicle.

3.2.1.8 The Contractor shall procure consumable materials to repair, maintain, or certify CEC naval hardware and CEC Installation Equipment needed to perform hardware/software installations, equipment check outs, or equipment repairs on ships, aircrafts, LBTS and mobile vehicles.

3.2.1.9 The Contractor shall coordinate shipping logistics to rapidly respond to urgent CEC and MIPS requirements when Government means are not adequate to address required response time.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 17 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

3.2.1.10 The Contractor shall provide tracking and reporting of CEC and MIPS repairable status and coordinating the issue of repaired CEC and MIPS parts.

3.2.1.11 The Contractor shall install, check out, and prepare reports and final completion reports for MIPS software, hardware, equipment, and ECs. (A011) (A003)

3.2.1.12 The Contractor shall install, check out, and prepare reports and final completion reports for CNI software, hardware, equipment, and ECs. (A011) (A003)

### 3.2.2 Land Based Test Site Support

3.2.2.1 The Contractor shall operate (primarily Eastville, VA and Dam Neck, VA), configure, and maintain comprehensive configuration control of all twelve current CEC Program LBTS, future LBTS and assigned test aircraft. Provide activity reports and special reports at the conclusion of major test events. (A003)

3.2.2.2 The Contractor shall prepare for the evaluation of hardware and software requirements at meetings between NAVSEA Program Offices and NSWC PHD and, within the scope of this SOW, for any action items assigned, complete the actions, and provide status of in-process action items. (A003)

3.2.2.3 The Contractor shall support updates and maintenance of comprehensive LBTS Baseline Reports. (A011)

3.2.2.4 The Contractor shall provide services to repair, calibrate, weight test, or certify CEC Installation Equipment needed to conduct tasking on hardware/software installations, equipment check outs, or equipment repairs on ships, aircrafts, LBTS and mobile vehicle.

3.2.2.5 The Contractor shall procure consumable materials to repair, maintain, or certify CEC Naval hardware and CEC Installation Equipment needed to perform hardware/software installations, equipment check outs, or equipment repairs at LBTS and mobile vehicles.

3.2.2.6 The Contractor shall repair, maintain, or certify CEC Naval hardware and CEC Installation Equipment needed to perform hardware/software installations, equipment check outs, or equipment repairs at LBTS and mobile vehicles.

## 3.3 Network and Digital Systems Supportability

### 3.3.1 Integrated Logistics Support (ILS)

3.3.1.1 The Contractor shall provide review of and update to existing CEC and MIPS program ILS documentation such as the Acquisition Logistics Support Plan, User's Logistic Support Summary, and Maintenance Plans.

3.3.1.2 The Contractor shall prepare documentation to track and identify tasks that need to be accomplished including detailing resources required to accomplish the elements of the plan, any milestones in meeting the task, and identify targeted completion dates for the milestones of ILS products for CEC and MIPS. (A002)

3.3.1.3 The Contractor shall prepare presentations for ILS meetings such as the ILS Working Group (ILSWG) and the ILS Management Team (ILSMT) meetings, take notes at ILSWG and

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 18 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

ILSMT meetings for the purpose of capturing ILS action items and brief the ILS agent. (A005)

3.3.1.4 The Contractor shall provide updates to CEC and MIPS Engineering Change Proposals (ECPs) for logistics impact, provide comments to the ECP comment coordinator, and consolidate ILS cost/savings forms for ECPs.

3.3.1.5 The Contractor shall provide a review and comment against CEC and MIPS ECPs for Interactive Electronic Technical Manual (IETM) impact, provide comments to the ECP comment coordinator, and verify incorporation of changes in the IETMs.

3.3.1.6 The Contractor shall provide reviews, process, and draft responses to Technical Manual Deficiency and Evaluation Reports (TMDERs), Technical Manual Problem Reports (TMPRs) and Technical Feedback Reports (TFBRs).

3.3.1.7 The Contractor shall provide a technical review of the Comprehensive Technical Manual Plan.

3.3.1.8 The Contractor shall provide Validation and Verification Plans and assist in Validation and Verification of the CEC and MIPS IETMs. (A012)

3.3.1.9 The Contractor shall provide CEC DA/OEM guidance in obtaining IETM Advanced Technical Information Support System (ATIS) compatibility certification with Naval Sea Logistics Center Detachment Indian Head (NAVSEALOGCEN DET INDIAN HEAD).

3.3.1.10 The Contractor shall perform analysis on information provided during the CEC and MIPS Technical Manual Working Group (TMWG) meetings and recommend changes to technical manuals based on the meetings.

3.3.1.11 The Contractor shall prepare technical input and assistance with the development of CEC operator and maintenance course updates, and manage the conduct of on-site CEC operator and maintenance training. (A015)

3.3.1.12 The Contractor shall perform SME support for CEC IETM updates and assist in Contenta CMS Workflow efforts.

3.3.1.13 The Contractor shall perform development and maintenance of XML source files using Contenta, and perform transformation for new CEC IETMs. Provide assistance with development, reproduction and distribution of IETMs to all ship and shore sites to support all hardware and software updates/installations based upon TMMA direction.

3.3.1.14 The Contractor shall prepare for the tracking of implementation of Information Assurance updates to all CEC systems.

### 3.3.2 Configuration Management Support

3.3.2.1 The Contractor shall provide coordination of NSWC PHD review comments for CEC and MIPS ECPs.

3.3.2.2 The Contractor shall provide technical editing and authoring assistance and configuration management expertise during the development process of CEC and MIPS Technical Directives (TD) and Engineering Changes (EC).

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 19 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

- 3.3.2.3 The Contractor shall provide updates to the database for CEC and MIPS changes.
- 3.3.2.4 The Contractor shall provide updates to and publish CEC and MIPS upgrade installation plans.
- 3.3.2.5 The Contractor shall prepare, conduct, and publish minutes for the CEC and MIPS EC teleconferences. (A001) (A010)
- 3.3.2.6 The Contractor shall prepare updates to and maintain the CEC and MIPS TD & EC status indexes.
- 3.3.2.7 The Contractor shall prepare action items and track completion assigned at CM meetings. (A003)
- 3.3.2.8 The Contractor shall provide technical input to Configuration Management policy.
- 3.3.2.9 The Contractor shall provide technical input to NSWC PHD Configuration Documents such as the PHD CM Plan.
- 3.3.2.10 The Contractor shall provide input in support of development, submission and completion of SCDs in the NAVSEA Database – Navy Data Environment (NDE).
- 3.3.2.11 The Contractor shall provide, research, and submit Configuration Overhaul Planning (COP) data via the Configuration Data Manager Database – Open Architecture (CDMD-OA).
- 3.3.3 Reliability, Maintainability, and Availability (RMA) Support
- 3.3.3.1 The Contractor shall prepare RMA data for analysis at specified test events. (A004)
- 3.3.3.2 The Contractor shall prepare RMA calculations (i.e. Mean time between (Critical) Failure, Mean Time to Repair (MTTR), Mean Logistics Delay Times, Operational Availability (Ao)) for CEC and MIPS systems and all RMA data and analyses for CEC and MIPS systems to the Government RMA lead. (A004)
- 3.3.3.3 The Contractor shall provide technical assistance for the development and conduct of CEC and MIPS Maintainability Evaluation (MEVAL) and Maintainability Demonstration (MDEMO). Efforts include development and validation of Corrective Maintenance Exercises (CME), fault insertion, and evaluation of results.
- 3.3.3.4 The Contractor shall provide for the collection of operational and maintenance action data from CEC and MIPS systems, maintain such data in an electronic form, and produce monthly metrics reports for each aspect of RMA.
- 3.3.3.5 The Contractor shall prepare and apply the NSWC PHD methods of RMA data gathering and analysis for CEC systems to NSWC Corona, review NSWC Corona's approach to RMA reporting, and provide recommendations for resolution of differences between the two approaches. (A004)
- 3.3.3.6 The Contractor shall prepare Operational Availability presentations for CEC and MIPS systems in support of In-Service Reviews; Safe, Effective, and Affordable Reviews (SEARs), Program Reviews, and other meetings. (A005)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 20 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

3.3.3.7 The Contractor shall prepare analysis of failure trends for all CEC and MIPS systems, participate in Failure Review Boards (FRB), and make recommendations for improvement of CEC and MIPS systems. Author white papers and informational briefs based on these recommendations. (A005)

3.3.3.8 The Contractor shall prepare presentations for In-Service Failure Review Board, Maintenance Planning Working Group, and Configuration Management Team meetings, Take notes from the meetings and within the scope of this SOW, assume responsibility for action items assigned, support completion of the actions, and provide weekly status of in-process action items. (A001) (A003) (A005) (A010)

### 3.3.4 Installation Services Support

3.3.4.1 The Contractor shall provide tracking of delivery of CEC and MIPS new installation systems and validating that delivered CEC and MIPS configurations are adequate to support published CEC and MIPS installation schedules.

3.3.4.2 The Contractor shall provide coordinated logistics support to the Installation Manager and/or the ILS Logistics Manager, for the shipment of CEC and MIPS assets in a timely manner to meet integrated installation team, ship services and shipyard requirements.

3.3.4.3 The Contractor shall provide tracking of the delivery of CEC and MIPS Engineering Change (EC) equipment and validating that delivered CEC and MIPS configurations are adequate to support published CEC and MIPS installation schedule.

3.3.4.4 The Contractor shall provide coordinated logistics support to the Installation Manager and/or the ILS Logistics Element Manager for the shipment of CEC and MIPS EC assets in a timely manner to meet integrated installation team, ship services and shipyard requirements.

3.3.4.5 The Contractor shall provide coordinated logistics support to the Installation Manager and/or the ILS Logistics Element Manager for contracted ships services to meet integrated installation team, ship services and shipyard requirements.

3.3.4.6 The Contractor shall provide coordinated, rapid resolution issue of CEC Installation and Check Out (INCO) assets in order to address installation issues.

3.3.4.7 The Contractor shall provide coordination for the staging and shipment of CEC INCO and reutilization assets.

3.3.4.8 The Contractor shall provide tracking of shipboard initial outfitting related to new CEC and MIPS installations and ECP requirements to CEC and MIPS supportability team.

3.3.4.9 The Contractor shall provide coordinated shipping logistics to rapidly respond to urgent CEC and MIPS requirements when Government means are not adequate to address required response time.

3.3.4.10 The Contractor shall provide for tracking and reporting of CEC and MIPS repairable status and coordinating the issue of repaired CEC and MIPS parts.

3.3.4.11 The Contractor shall repair, maintain, or certify CEC Naval hardware and CEC Installation Equipment needed to perform hardware/software installations, equipment check outs,

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 21 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

or equipment repairs on ships, aircrafts, LBTS and mobile vehicles.

### **3.4 Combat Systems Interoperability**

#### **3.4.1 Test Engineer Support**

3.4.1.1 The Contractor shall provide T&E project engineering during the development, acquisition and testing of CEC and MIPS systems.

3.4.1.2 The Contractor shall prepare briefing material to support various CEC and MIPS Test Working Group (TWG), Test Control Boards (TCB) and Test Control Panel (TCP), Test Readiness Review, Mission Readiness Review, Scenario Working Group or other test planning meetings. (A005)

3.4.1.3 The Contractor shall prepare an equipment and console operator to conduct various test events at ship and shore test sites. (A003) (A010)

3.4.1.4 The Contractor shall provide test data extraction support at ship and shore test sites.

3.4.1.5 The Contractor shall provide CEC and MIPS test planning support.

3.4.1.6 The Contractor shall provide support to review and to update CEC and MIPS test plans.

3.4.1.7 The Contractor shall provide support to update the Test and Evaluation Master Plan (TEMP).

3.4.1.8 The Contractor shall provide recommendations for test methodology and test scenarios.

3.4.1.9 The Contractor shall provide test asset scheduling and coordination support.

3.4.1.10 The Contractor shall prepare training curricula for the various systems under test. (A011)

3.4.1.11 The Contractor shall develop and maintain Integrated Test Schedules for various systems under test. (A006)

3.4.1.12 The Contractor shall provide shipping logistics to rapidly respond to urgent CEC and MIPS requirements when Government means are not adequate to address required response time.

#### **3.4.2 Modeling and Simulation (M&S) Support**

3.4.2.1 The Contractor shall provide M&S project engineering support during the development and testing of CEC and MIPS systems.

3.4.2.2 The Contractor shall prepare briefing material, take notes and capture action items during CEC and MIPS meetings. (A001) (A005)

3.4.2.3 The Contractor shall prepare briefing material for M&S requirements identification, M&S trade-off analysis, and M&S processes. (A005)

3.4.2.4 The Contractor shall provide support to review and update CEC and MIPS M&S documentation.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 22 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

3.4.2.5 The Contractor shall prepare support during M&S Verification and Validation (V&V) events and prepare a report to verify that the M&S tests produce valid test results. (A010)

3.4.2.6 The Contractor shall prepare M&S schedules and Plans of Action and Milestones (POA&Ms). (A006)

### **3.5 Contract Status Reporting ( eCRAFT)**

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system (CDRL A016). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

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

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at:  
/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/ under eCRAFT information.

The eCRAFT e-mail address for report submission is: 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.

### **4.0 Travel Requirements**

Travel shall be required for the performance of tasking. Travel requirements associated with the services performed under the SOW will be further defined after task order award through Technical Instructions (TIs).

All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the Government (subject to local policy & procedures), and is on a strictly cost reimbursable basis.

Required travel locations and trip duration s may include but are not limited to the trips in the following table:



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 23 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Location	Trips	Travelers	Days
FL to Arlington, VA	1	1	5
FL to Bath, ME	1	1	5
FL to Everett, WA	1	1	5
FL to Mayport/Jacksonville, FL	4	1	5
FL to Moorestown, NJ	1	1	5
FL to New Orleans, LA	2	1	12
FL to Norfolk, VA	4	1	5
FL to Yokosuka, Japan	2	1	17
FL to Pascagoula, MS	6	1	12
FL to Port Hueneme, CA	1	1	5
FL to San Diego, CA	4	1	5
FL to St. Petersburg, FL	1	1	5
FL to Wallops Island, VA	1	1	5
PHD to Albuquerque, NM	3	1	3
PHD to Arlington, VA	10	1	4
PHD to Bahrain, Bahrain	1	1	12
PHD to Bath, ME	2	1	5
PHD to Bloomington, IN	1	1	5
PHD to Cherry Point, NC	1	1	5
PHD to Corona, CA (DRIVING TRIP)	3	1	5
PHD to Dahlgren, VA	4	1	4
PHD to Dahlgren, VA	1	1	5
PHD to Fallon, NV	1	1	5
PHD to Fort Huachuca, AZ	1	1	2
PHD to Huntsville, AL	3	1	3
PHD to Las Cruces, NM	1	1	5
PHD to Laurel, MD	2	1	5
PHD to Mayport/Jacksonville, FL	4	1	4
PHD to Melbourne, Australia	2	1	17
PHD to Moorestown, NJ	2	1	5
PHD to New Orleans, LA	4	1	5
PHD to Norfolk, VA	4	1	4
PHD to Pascagoula, MS	5	1	5
PHD to Patuxent River, MD	5	1	5
PHD to Patuxent River, MD	1	1	5
PHD to Pearl Harbor, HI	3	2	5
PHD to Rota, Spain	1	1	12
PHD to San Diego, CA (DRIVING TRIP)	12	1	5
PHD to San Diego, CA (DRIVING TRIP)	5	2	5

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 24 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

PHD to St. Petersburg, FL	4	1	4
PHD to St. Petersburg, FL	1	1	5
PHD to Wallops Island, VA	4	3	6
PHD to Washington, D.C.	2	1	5
PHD to Yokosuka, Japan	1	1	5
PHD to Yokosuka, Japan	3	1	17
PHD to Yuma, AZ	1	1	5
VA to Bath, ME	2	1	5
VA to Bremerton, WA	1	1	5
VA to Cherry Point, NC	1	1	5
VA to Fallon, NV	4	1	5
VA to Las Cruces, NM	3	1	12
VA to Laurel, MD	1	1	5
VA to Mayport/Jacksonville, FL	2	1	7
VA to Mayport/Jacksonville, FL	2	1	5
VA to Moorestown, NJ	4	1	5
VA to New Orleans, LA	1	1	5
VA to Pascagoula, MS	1	1	5
VA to Patuxent River, MD (DRIVING TRIP)	5	1	7
VA to Patuxent River, MD (DRIVING TRIP)	1	1	5
VA to Pearl Harbor, HI	1	1	5
VA to Port Hueneme, CA	6	1	5
VA to San Diego, CA	1	1	5
VA to San Diego, CA	4	1	7
VA to St. Petersburg, FL	2	1	7
VA to St. Petersburg, FL	1	1	5
VA to Wallops Island, VA	8	1	5
VA to Washington, D.C. (DRIVING TRIP)	15	1	2
VA to Yuma, AZ	1	1	5

## 5.0 Acronyms

ATIS Advanced Technical Information Support System

BOMs Bill of Material

CAC2S Common Aviation Command and Control System

CDMD-OA Configuration Data Manager Database- Open Architecture

CEC Cooperative Engagement Capability

CM Configuration Management

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 25 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

CME Corrective Maintenance Exercises

CNI Common Network Interface

CONUS Continental United States

COP Configuration Overhaul Planning

CSSE Combat System Support Equipment

CTN Composite Track Network

DoD Department of Defense

DoN Department of Navy

EC Engineering Change

ECMRA Enterprise-Wide Contractor Manpower Reporting Application

ECP Engineering Change Proposals

FMS Foreign Military Sales

FRB Failure Review Boards

FY Fiscal Year

GFE Government Furnished Equipment

GFI Government Furnished Information

HMMWVs High Mobility Multipurpose Wheeled Vehicles

IAF Installing Activity Furnished

ICDs Installation Control Drawings

IDP Installation Data Package

IETM Interactive Electronic Technical Manual

ILS Integrated Logistics Support

IMS Integrated Master Schedules

INCO Installation Check Out

IRM Installation Requirements Manuals

JLENS Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System

LAN/WAN Local Area Networks/Wide Area Networks

LBTS Land Based Test Sites

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 26 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

M&S Modeling and Simulation

MARCOR Marine Corps Systems Command

MCA Material Condition Assessment

MDEMO Maintainability Demonstration

MEVAL Maintainability Evaluation

MIPS Maritime Integrated Air and Missile Defense Planning System

MIPS(MDPS) Missile Defense Planning System

MML Master Materials List

MTTR Mean Time to Repair

NAVSEA Naval Sea System Command

NDE Navy Data Environment

NSA Naval Supervising Activity

NSWC PHD Naval Surface Warfare Center, Port Hueneme Division

OCONUS Outside Continental United States

OEM Original Equipment Manufacturer

OPM Office of Personnel Management

OSIC On-Site Installation Coordinator

PICO Pre-Installation Checkout

PMS Planned Maintenance System Procedures

POA&M Plans of Action and Milestones

PT/NACLC Position of Trust National Agency Check with Inquiries

PT/SSBI Position of Trust Single Scope Background Investigation

RMA Reliability, Maintainability, & Availability

RMMCO Regional Maintenance and Modernization Coordination Office

SCDs Ship Change Documents

SEARs Safe, Effective, and Affordable Reviews

SHIPALTs Ship Alterations

SIDs Ship Interface drawings

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 27 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SIDs Ship Installation Drawing

SOW Statement of Work

T&E Test & Evaluation

TCB Test Control Boards

TCP Test Control Panel

TD Technical Directive

TFBRs Technical Feedback Reports

TI Technical Instructions

TMDERs Technical Manual Deficiency and Evaluation Reports

TMPRs Technical Manual Problem Reports

TMWG Technical Manual Working Group

TWG Test Working Group

USA US Army

USAF US Air Force

USMC US Marine Corps

USN US Navy

V&V Verification and Validation

**HQ C-1-0001 ITEM(S) 7002, 7102, 7202, 7302, 7402 - DATA REQUIREMENTS  
(NAVSEA)(SEP 1992)**

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

**HQ C-2-0002 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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 28 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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 venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

#### **HQ C-2-0003 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (MAR 2011)**

(a) In compliance with the comparability requirement of 10 U.S.C. 7314, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory.

(b) Pursuant to the clause of this contract entitled "GOVERNMENT SUPPLY SOURCES" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered and/or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipments, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This job order has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 29 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

necessary materials, equipments and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of Contractor furnished material; therefore materials, equipments, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be Contractor furnished material. The Government makes no representation as to the availability of materials, equipments, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

(End of Text)

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

Officers, employees and associates of other prime Contractors with the Government and their Subcontractors, 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, 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.

(End of Text)

**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.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 30 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

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

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

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

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

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

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

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

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

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

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



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 31 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

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

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

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

(End of Text)

**HQ C-1-0008 ITEMS(S) 7000, 7001, 7100, 7101, 7200, 7201, 7300, 7301, 7400, 7401 - SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)**

(a) the Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(c) The maximum liability of the government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed

of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater than or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, the amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 32 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(End of Text)

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in

Proposal TBD dated TBD in response to NAVSEA Solicitation No. N00024-17-R-3020.

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

(End of Text)

### **HQ C-2-0015 DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (SEP 2009)**

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 33 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available for one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder).

(End of Text)

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 34 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

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

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

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

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

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 35 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

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

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

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

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 36 of 84	FINAL
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## **SECTION D PACKAGING AND MARKING**

### **HQ D-1-0001 PACKAGING OF DATA (CLINs 7002, 7102, 7202, 7302, and 7402)**

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

**(End of Text)**

### **HQ-D-2-0003 ADDITIONAL MARKING REQUIREMENTS FOR FMS ITEMS (NAVSEA) (SEP 1992)**

(a) The following identifying marks shall appear on the outside of each box, parcel and/or crate and all shipping papers included in each shipment:

NAVY FMS CASE

REQUISITION NO.

ITEM DESCRIPTION

If a consolidated shipment of several items in one container is forwarded, add to the above information "CONSOLIDATED SHIPMENT, CONTAINS ITEMS".

(b) The inscription "UNITED STATES OF AMERICA" shall be affixed in a suitable size indelible stencil, label or printed form on all external shipping containers or the exterior surface of uncrated items.

(c) All invoices, correspondence, reports and other documents shall be identified with the appropriate FMS case designator, requisition number(s), and item description(s).

**(End of Text)**

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 37 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(4) whether the contract was competitively or non-competitively awarded

(5) sponsor:

\_\_\_\_\_  
(Name of Individual Sponsor)

\_\_\_\_\_  
(Name of Requiring Activity)

\_\_\_\_\_  
(City and State)

\*TBD - To Be Determined at Time of Award.

**(End of Text)**

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 38 of 84	FINAL
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## **SECTION E INSPECTION AND ACCEPTANCE**

### **CLAUSES INCORPORATED BY FULL TEXT**

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

Item(s) 7000-7001,7100-7101, 7200-7201, 7300-7301, 7400-7401- Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

**(End of Text)**

#### **HQ E-1-0002 ACCEPTANCE OF ENGINEERING SERVICES**

Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

**(End of Text)**

#### **HQ E-1-0007 INSPECTION AND ACCEPTANCE OF LOE SERVICES**

Item(s) 7000-7001,7100-7101, 7200-7201, 7300-7301, 7400-7401 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

**(End of Text)**



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 39 of 84	FINAL
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## **SECTION F DELIVERABLES OR PERFORMANCE**

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

### **CLIN - DELIVERIES OR PERFORMANCE**

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 40 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

### **HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES**

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

ITEM(S)                      FROM / TO

**(End of Text)**

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

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

**(End of Text)**

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 41 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## **SECTION G CONTRACT ADMINISTRATION DATA**

### **CLAUSES INCORPORATED BY REFERENCE**

252-204-7006 Billing Instructions (OCT 2005)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

### **CLAUSES INCORPORATED IN FULL TEXT**

#### **HQ G-2-0002 CONTRACT ADMINISTRATION DATA**

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

\*TBD\*

**(End of Text)**

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

##### **CONTRACTING OFFICER'S REPRESENTATIVE**

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

**(End of Text)**

#### **HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE**

**PURCHASING OFFICE REPRESENTATIVE:**

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 42 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(End of Text)

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

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

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

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 43 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

**PAYMENT INSTRUCTIONS (PGI 204.7108(d)(1))**

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

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

**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 \_\_\_\_\_ and \_\_\_\_\_

(2) Be registered to use WAWF at \_\_\_\_\_ 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 \_\_\_\_\_

(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

(Contracting Officer: Insert applicable document type(s).)

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

N/A

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 44 of 84	FINAL
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(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	HQ0339
Issue By DoDAAC	N63394
Admin DoDAAC	S0512A
Inspect By DoDAAC	N63394
Ship To Code	N63394
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N63394
Service Acceptor (DoDAAC)	N63394
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	S0512A
Other DoDAAC(s)	N/A

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

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

Contracting Officer's Representative:

(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.

(2) For technical WAWF help, contact the WAWF helpdesk at

**(End of clause)**

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 45 of 84	FINAL
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Accounting Data

SLINID	PR Number	Amount
700001	130068310600001	
LLA :		
AA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004288709		
PR 1300683106		
FUNDING DOC:N0002417WX05190		
APPN: RDT&E, FED: 09/30/2018, WCD: 09/30/2018 SECTION C PARA 3.4.1		
700002	130068289200001	
LLA :		
AB 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004287033		
PR 1300682892		
Funding Doc N0002418WX02320		
APPN: OPN		
Cooperative Engagement Capability (CEC)		
SOW PARA 3.2.1		
700003	130068311000001	
LLA :		
AC 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004289091		
PR 1300683110		
FUNDING DOC:N0002418WX01976		
APPN: OMN		
SECTION C		
PARA: 3.3.1		
700004	130068310800001	
LLA :		
AD 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004289087		
PR 1300683108		
FUNDING DOC:N0002417WX05190		
APPN: RDT&E		
Cooperative Engagement Capability (CEC)		
SOW PARA: 3.4.1		
700005	130068387300001	
LLA :		
AE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004295312		
PR 1300683873		
Funding Document N0002417WX0519		
APPN: RDT&E		
SOW PARA 3.2.1		
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LLA :		
AB 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004287033		
PR 1300682892		
Funding Document N0002418WX02320		
APPN: OPN		
SOW PARA 3.2.1		
900002	130068311000002	
LLA :		
AC 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004289091		
PR 1300683110		
Funding Document N0002418WX01976		
APPN: OMN		
SOW PARA 3.3.1		
900003	130068310800002	
LLA :		
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PR 1300683108		
Funding Document N0002417WX05190		
APPN: RDT&E		

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 46 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SOW PARA 3.4.1

900004 130068387300002  
 LLA :  
 AE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004295312  
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 APPN: RDT&E  
 SOW PARA 3.2.1

MOD P00001

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 PR# 1300695602  
 Funding Document N0002416WX03547  
 APPN: FMS WCD: 9/30/2018

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 PR# 1300695602  
 Funding Document N0002416WX03547  
 APPN: FMS WCD: 9/30/2018

MOD P00004

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 AG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004432683  
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 Funding Doc: N0002418WX01976  
 APPN: OMN WCD: 9/30/2018  
 SOW Para 3.3.1

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 PR 1300701432  
 Funding Doc N0002418WX02473  
 APPN: RDT&E WCD: 9/30/2019  
 SOW 3.4.1

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 Funding Doc N0002418WX02473  
 APPN: RDT&E WCD: 9/30/2019  
 SOW 3.4.1

700009 130070143200005  
 LLA :



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 47 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

AK 97X4930 NH1K 251 77777 0 050120 2F 000000 A20004432970  
PR 1300701432  
Funding Doc N0002418WX02473  
APPN: RDT&E WCD: 9/30/2019  
SOW 3.4.1

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PR 1300701381  
Funding Doc N0002418WX01976  
APPN: OMN WCD: 9/30/2018  
SOW 3.3.1

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LLA :  
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PR 1300701432  
Funding Doc N0002418WX02473  
APPN: RDT&E WCD: 9/30/2019  
SOW 3.4.1

MOD P00005

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PR 1300701432  
Funding Doc N0002418WX02473  
APPN: RDT&E WCD: 9/30/2019  
SOW 3.4.1

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PR 1300701432  
Funding Doc N0002418WX02473  
APPN: RDT&E WCD: 9/30/2019  
SOW 3.4.1

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PR 1300701432  
Funding Doc N0002418WX02473  
APPN: RDT&E WCD: 9/30/2019  
SOW 3.4.1

MOD P00006

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AL 1781810 A2DC 251 WS020 0 050120 2D 000000 A00004434823  
PR 1300701632  
Funding Doc N0002418WX01351  
APPN: OMN FED: 9/30/2020  
SOW Para 3.2 TI-BY-02\_FE

700011 130070520200001  
LLA :  
AM 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004460375  
PR 1300705202

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 48 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Funding Doc N0002418WX02102  
 APPN: OMN FED: 9/30/2018 WCD: 9/30/2018  
 SOW Para 3.2.1

700012 130070569700001  
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 Funding Doc N0002418WX05821  
 APPN: SCN FED: 9/30/2018  
 SOW Para 3.2.1

700013 130070576400001  
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 Funding Doc N0002418WX02473  
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 SOW Para 3.2.1

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 Funding Doc N0002418WX02102  
 APPN: OMN FED: 9/30/2018 WCD: 9/30/2018

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 WCD: 9/30/2018  
 SOW Para 3.2.1

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 Funding Doc N0002418WX02473  
 APPN: RDTE FED: 9/30/2019 WCD: 9/30/2019  
 SOW Para 3.2.1

MOD P00007

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 PR 1300716711  
 Funding Doc N0002418WX02102  
 APPN: OMN FED: 9/30/2018 WCD: 9/30/2018 SOW Para 3.2.1

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 PR 1300716732  
 Funding Doc N0002418WX01976  
 APPN: OMN FED: 9/30/2018 WCD: 09/30/2018 Para 3.3.1  
 10 USC 2410(a) Authority Invoked

700016 130071661900001  
 LLA :  
 AS 1781804 8C1C 251 WS020 0 050120 2D 000000 A00004542139  
 PR 1300716619  
 Funding Doc N0002418WX06232

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 49 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

APPN: OMN FED: 9/30/2018  
SOW PARA 3.2.1

700017 130071673400001  
LLA :  
AT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004542658  
PR 1300716734  
Funding Doc N0002418WX02320  
APPN: OPN FED 9/30/2020 WCD: 9/30/2019

700018 130071673400003  
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AU 97X4930 NH1K 251 77777 0 050120 2F 000000 A10004542658  
PR 1300716734  
Funding Doc N0002418WX02320  
APPN: OPN FED 9/30/2020 WCD: 9/30/2019

700019 130071673400004  
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PR 1300716734  
Funding Doc N0002418WX02320  
APPN: OPN FED 9/30/2020 WCD: 9/30/2019

900012 130071673200002  
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PR 1300716732  
Funding Doc N0002418WX01976  
APPN: OMN FED: 9/30/2018 WCD: 09/30/2018 Para 3.3.1  
10 USC 2410(a) Authority Invoked

900013 130071661900002  
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PR 1300716619  
Funding Doc N0002418WX06232  
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SOW PARA 3.2.1

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PR 1300716734  
Funding Doc N0002418WX02320  
APPN: OPN FED 9/30/2020 WCD: 9/30/2019

MOD P00008

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Funding Doc N0002418WX02320  
APPN: OPN WCD 9/30/2019  
SOW Para 3.2.1  
TI-BASE-05 Rev 2

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PR 1300731731  
Funding Document N002418WX02320  
APPN: OPN WCD: 9/30/2019  
SOW Para 3.2.1  
TI-BASE-05 Rev 2

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 50 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

700022 130073173100005  
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 BA 97X4930 NH1K 251 77777 0 050120 2F 000000 A20004633605  
 PR 1300731731  
 Funding Document N002418WX02320  
 APPN: OPN WCD: 9/30/2019  
 SOW Para 3.2.1  
 TI-BASE-05 Rev 2

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 PR 1300731731  
 Funding Document N002418WX02320  
 APPN: OPN WCD: 9/30/2019  
 SOW Para 3.2.1  
 TI-BASE-05 Rev 2

700102 130073166500001  
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 PR 1300731665  
 Funding Document N0002417WX02779  
 APPN: FMS WCD: 9/30/2019  
 SOW Para 3.2.1  
 FMS CASE AT-P-GSU

700103 130073166500003  
 LLA :  
 AX 97X4930 NH1K 251 77777 0 050120 2F 000000 A10004633600  
 PR 1300731665  
 Funding Document N0002416WX05718  
 APPN: FMS WCD: 9/30/2019  
 SOW Para 3.2.1  
 FMS CASE AT-P-LZU

900015 130073173100002  
 LLA :  
 AY 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004633605  
 PR 1300731731  
 Funding Doc N0002418WX02320  
 APPN: OPN WCD 9/30/2019  
 SOW Para 3.2.1  
 TI-BASE-05 Rev 2

900016 130073173100004  
 LLA :  
 AZ 97X4930 NH1K 251 77777 0 050120 2F 000000 A10004633605  
 PR 1300731731  
 Funding Document N002418WX02320  
 APPN: OPN WCD: 9/30/2019  
 SOW Para 3.2.1  
 TI-BASE-05 Rev 2

900017 130073173100006  
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 PR 1300731731  
 Funding Document N002418WX02320  
 APPN: OPN WCD: 9/30/2019  
 SOW Para 3.2.1  
 TI-BASE-05 Rev 2

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 PR 1300731731  
 Funding Document N002418WX02320  
 APPN: OPN WCD: 9/30/2019

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 51 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SOW Para 3.2.1  
TI-BASE-05 Rev 2

900102 130073166500002  
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AW 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004633600  
PR# 1300731665  
Funding Document N0002417WX02779  
APPN: FMS WCD: 9/30/2019  
SOW Para: 3.2.1  
FMS Case AT-P-GSU

900103 130073166500004  
LLA :  
AX 97X4930 NH1K 251 77777 0 050120 2F 000000 A10004633600  
PR# 1300731665  
Funding Document  
N0002416WX05718  
APPN: FMS WCD 9/30/2019  
SOW Para: 3.2.1  
FMS CASE AT-P-LZU

MOD P00009

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PR 1300730224  
Funding Document N0002418WX02320  
APPN: OPN FED: 9/30/2020  
SOW Para 3.2.1

700025 130073022400002  
LLA :  
BC 1781810 A2UC 251 WS060 0 050120 2D 000000 A00004624128  
PR 1300730224  
Funding Document N0002418WX02320  
APPN: OPN FED: 9/30/2020  
SOW Para 3.2.1

MOD P00010

700026 130073949400001  
LLA :  
BD 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004681357  
PR 1300739494  
Funding Document N00024WX02473  
APPN: RDT&E  
FED: 9/30/2019 WCD: 9/30/2019  
SOW Para: 3.4.1 TI-BY-03 Rev 1

700027 130073949400002  
LLA :  
BE 97X4930 NH1K 251 77777 0 050120 2F 000000 A10004681357  
PR 1300739494  
Funding Document N00024WX02473  
APPN: RDT&E  
FED: 9/30/2019 WCD: 9/30/2019  
SOW Para: 3.4.1 TI-BY-03 Rev 1

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 52 of 84	FINAL
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SOW Paragraph 3.2.1

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 53 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **1.00 SPECIAL REQUIREMENTS**

#### **1.10 Safety and Environmental Protection**

##### **1.11 Safety**

1.11a Contractor personnel shall comply with all applicable Department of Navy (DoN), Occupational Safety and Health (OSHA), Naval Sea System Command (NAVSEA), Navy Facility Engineering & Expeditionary Warfare Center (NAVFAC EXWC), Naval Base Ventura County (NBVC), local installation and Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) safety instructions, policies, procedures and guidance while on Government property at NSWC PHD, remote sites or travel destinations. The contractor shall request clarification of safety procedures and guidance from a Government safety observer or manager, a responsible Government employee or the Contracting Officer Representative (COR) in any case where ambiguity or confusion may arise.

1.11b Contractor personnel shall immediately report all unsafe working conditions to a responsible Government employee.

1.11c The Contractor shall immediately notify the COR of any serious Contractor personnel injuries or deaths sustained in the performance of this requirement. Minor injuries not requiring immediate medical attention shall be reported to the COR by the following business day. Notification shall be made by any practical, reliable means available to the Contractor. If the COR is not available, the Contractor shall notify the Contracting Officer instead and inform the COR as soon as is possible. The Contractor shall cooperate with all official investigations of injuries and deaths. However, nothing in this paragraph shall be so interpreted as to deprive any person of due process or other civil rights.

##### **1.12 Environmental Protection and Compliance**

1.12a The Contractor shall comply with all applicable Federal, State, and local laws and DoD, DoN, NAVSEA, NBVC, and NSWC PHD instructions, policies, procedures and guidance pertaining to Environmental Compliance and Conformance.

1.12b If the procurement, handling, storage, transfer, use and disposal of Hazardous Materials (HM) and Hazardous Waste (HW) is required for the completion of the work, the Contractor shall contact the NSWC PHD Environmental Office or Department Environmental Coordinator not less than 1 week prior to commencing such work to ensure compliance with current procedures. The following documents are required to be submitted to the NSWC PHD Environmental Office: an Authorized Use List (AUL), an inventory of HMs to be used, and associated Safety Data Sheets (SDSs).

1.12c The Contractor shall provide a detailed plan of the operational (emergency, engineering, and supervisory) controls to be used to minimize environmental impacts to the air, water and land.

1.12d The Contractor shall complete required Environmental training and communicate to the

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 54 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

NSWC PHD Environmental Office of potential impacts to the protection of endangered plant or animal species, environmentally-sensitive areas, or other natural, historic or cultural resources prior to commencing such work.

#### 1.20 Contractor Availability

1.21 The successful execution of this effort requires frequent interface with the personnel of the Air Dominance Department. Therefore, the Contractor must be available within one hour to speak to the COR by phone or in person.

1.22 (Not Used)

#### 1.30 Hours of Operation and Location of Work

1.31 (Not Used)

#### 1.32 Contractors Working at Government Facilities.

1.32a Contractors shall not be present in Government facilities unless Government personnel are physically present at all times to carry out security-related functions. Government-Owned Contractor-Operated facilities outside of NSWC PHD are exempt from this requirement if appropriate local Government authority permits.

1.32b Provision will be made by the Government to allow necessary building, site, and facility access for Contractor personnel on weekends and Federal holidays when necessary to this requirement.

1.32c (NOT USED)

1.33 Hours of operation may be altered at no notice as necessitated by Force Protection posture or as a result of severe weather, disaster, fire, facility condition, security incident or other similar emergency or event.

#### 1.34 Extraordinary Leave Days and Excused Leave for Government Personnel.

1.34a If an extraordinary day off, wherein Federal employees are excused from work with pay on what would be a normal work day without charge to leave, is granted to Federal employees by the direction of the President or an agency head, such as has occurred periodically on what would have been normal work days adjacent to major Federal holidays or on the occasion of Presidential funerals or national days of mourning, the Contractor shall continue to provide contracted services in accordance with the requirement.

1.35 Location of Work. The Government will only provide the Contractor workspace for performance of the task at NSWC PHD, 4363 Missile Way, Port Hueneme, California, and such other locations within the NSWC PHD Perimeter, or at NSWC PHD Detachments, as required by the location of the work.

#### 1.40 Emergency Operations

1.41 In the event normal access to any part of the NSWC PHD command or any Government-owned remote site or travel destination is closed as a result of fire, flood, severe



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 55 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

weather, power failure, loss of other utilities, force protection posture, terrorist activity, military action, natural or man-made disaster, civil unrest, or other emergency resulting in Government personnel being dismissed or dispersed to other facilities, affected Contractor personnel shall be relocated or otherwise directed away from the emergency or disrupted area by the Contractor. The Contractor shall communicate with the COR as soon as is safely possible to determine whether and when Government facilities may be once again available for use by appropriate Contractor personnel. If the COR cannot be reached, the Contractor shall contact the Contracting Officer.

1.42 (Not Used)

1.43 Emergency Muster Reports. In the event of large-scale or widespread emergencies, or emergencies confined to highly populated areas, either in the United States or overseas, the Government may, at its discretion, request an Emergency Muster Report for Contractor personnel.

1.43a In the event a muster report is requested, the Contractor will, within one working day of receiving the request, report to the COR or other point of contact designated by the COR the names, geographical locations, and physical status of the Contractor personnel assigned to this procurement. Physical condition shall be described as “Mustered – unharmed,” “Mustered – injured,” “Missing,” “Deceased,” or “Unknown” as applicable to the situation. Follow-on update reports may be requested as the emergency develops.

1.43b Privacy Act Statement: The information gathered shall be used by the Government exclusively for the purposes shown in paragraphs [1.43b(1)] through [1.43b(3)] below. Provision of this information by the Contractor and by Contractor personnel is voluntary and declining a muster shall, by itself, not be considered relevant to the performance of this requirement.

1.43b(1) Cooperation with emergency personnel in rescue and recovery efforts.

1.43b(2) Determining whether personnel with security clearances and access to classified information are missing, particularly if missing overseas.

1.43b(3) Managing impacts to Government mission areas relative to the tasking in the requirement.

1.44 Communications Security (COMSEC) Material and Classified Information.

1.44a If an emergency situation creates the possibility of compromise of COMSEC material and equipment, the Contractor shall follow the NSWC PHD Emergency Action Plan (EAP) and the NSWC PHD Instruction.

1.44b If an emergency situation creates the possibility of compromise of classified information and classified equipment other than COMSEC material, the Contractor shall follow their Emergency Action Plan (EAP). See paragraph (3.80) below.

1.50 Points of Contact, Maps and Facility Drawings.

1.51 Points of Contact. See Section G of the task order.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 56 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

1.52 Maps and Facility Drawings. For reasons of security and force protection, maps and facility drawings may be provided by the Government only to Contractors making written requests for such information. Requests shall be addressed to the COR after receipt of order. The Government retains the right to deny any and all such requests.

1.60 Emergent Travel.

1.61 Emergent travel shall be coordinated with the COR prior to travel. The Contractor shall inform the COR via electronic mail of the purpose of travel, Government POC, number of persons traveling, destination, estimated duration and cost in terms of both hours and dollars.

1.70 Prioritization

1.71 Meetings may be held between the COR and the Contractor to prioritize the technical requirements.

1.80 Provision of Support in Foreign Jurisdictions

1.81 FMS Case Citation. In providing Foreign Military Sales (FMS) support under any of the paragraphs of the SOW. The Contractor shall ensure all FMS services and products delivered be in support of specific FMS cases to be identified in consultation with the technical code and the COR.

1.82 Status of Forces Considerations. When providing support under this SOW within foreign national jurisdictions, whether for FMS or USN tasking, the Contractor shall comply with the requirements of paragraphs (1.82a) through (1.82d) below.

1.82a Definitions. Paragraphs [1.82a(1)] through [1.82a(3)] provide definitions of terms for use only in meeting this requirement and shall have no bearing on the interpretation of these terms outside of this requirement.

1.82a(1) For the purposes of paragraphs (1.82b) through (1.82d) below, the phrase “immediate United States jurisdiction” shall be understood to refer to the territory of the United States and its possessions; the ships, submarines, vessels and aircraft of the United States Government; the embassies, consulates and other diplomatic missions of the United States; and any other territory, edifice or conveyance over which the United States exercises national sovereignty.

1.82a(2) For the purposes of paragraphs (1.82b) through (1.82d) below, the phrase “foreign national jurisdiction” shall be understood to refer to the territory of a foreign sovereign nation and its possessions; the ships, submarines, vessels and aircraft of such nation; the embassies, consulates and other diplomatic missions of such nation; and any other territory, edifice or conveyance over which such nation exercises national sovereignty, with the exception of foreign Government ships in United States territorial seas and internal waters and foreign government aircraft in United States air space.

1.82a(3) The term “Status of Forces Agreement” (SOFA) shall, for the purposes of this SOW, include not only actual SOFAs but also Visiting Forces Agreements, Memoranda of Understanding and any other similar agreement, however titled, that governs, defines or clarifies the circumstances and terms under which United States armed forces, civil servants, and their supporting Contractors are allowed to operate within foreign territory or national jurisdiction and

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 57 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

which normally addresses issues pertaining to the presence and activities of United States forces and nationals, including matters pertaining to civil and criminal jurisdiction.

1.82b The Contractor shall ensure that all support provided at any location outside immediate United States jurisdiction, whether ashore in a foreign country or territory, afloat in a foreign vessel, airborne in a foreign aircraft, or otherwise under foreign national jurisdiction, shall comport with the contents of the SOFA applicable to that country or countries. The Contractor shall brief its personnel providing such support on the pertinent contents of the applicable SOFA(s) prior to their departure for the foreign jurisdiction(s).

1.82c Where support under this SOW is provided in a foreign national jurisdiction wherein no SOFA is in force, the Contractor shall brief its personnel on that fact prior to their departure for that foreign jurisdiction. The Contractor shall report the lack of a SOFA to the COR prior to the departure of such personnel for the foreign jurisdiction(s). Contractor personnel shall attend applicable SOFA indoctrination training at host facilities if available.

1.82d The Contractor shall submit to the COR a written report explaining the circumstances and disposition, if known, of any incident within a foreign national jurisdiction wherein its personnel are arrested, detained or otherwise taken into custody by US or foreign government personnel, whether during or outside working hours. The report shall be made not later than two (2) business days after the Contractor becomes aware of the incident and may be made by e-mail or in hard copy format. The Contractor shall ensure the COR has received the report and is aware of its subject. If the COR is not available, the Contractor shall make such report to the Contracting Officer with copy to the COR. The Contractor shall provide updated reports to the COR as the incident develops, unless this requirement is waived by the COR. Reports shall include the following information about the incident, if available to the Contractor at the time of the report:

1.82d(1) Name(s) of Contractor personnel involved.

1.82d(2) Name(s) of US Government personnel involved, if any.

1.82d(3) Whether foreign nationals were involved and their names and nationalities, if known.

1.82d(4) Whether US or foreign law enforcement personnel were involved.

1.82d(5) Whether US citizens or foreign nationals were injured or killed.

1.82d(6) Whether US diplomatic missions or personnel were notified of the incident, and by whom.

1.82d(7) Whether any local US military command was notified of the incident and by whom.

1.82d(8) Whether the Contractor personnel remain in the foreign jurisdiction or have traveled elsewhere.

1.82d(9) Brief description of incident to include date(s), time(s) and locations(s), as applicable.

1.82d(10) What action, if any, the Contractor has taken to dispose of the incident.

1.82e These reports are for information only and nothing in the (1.82) series paragraphs shall be

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 58 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

so interpreted as to deprive any personnel of due process or other civil rights. Where provision of this information, or any part of it, to the Government may be felt by the Contractor or the contractor personnel to limit or infringe such rights, the contractor shall first contact the COR for clarification. If the COR is not available, the contractor shall instead contact the Contracting Officer.

1.82f Unless specifically required by the terms of a particular SOFA, or unless required by other US law, instruction or policy, the Government will not provide legal representation abroad to contractor personnel taken into custody, detained or prosecuted by a host nation law enforcement agency.

1.90 Government Furnished Property (GFP) and Government Furnished Information (GFI)

1.91 Contractor personnel working in Government buildings and occupying Government spaces will be granted use of GFP to the extent necessary to perform the requirements of this procurement as defined in paragraphs (1.92) through (1.95) below. Access to GFI is governed by the provisions of paragraph (3.00) below and of the Department of Defense Contract Security Classification Specification, DD Form 254, attached to this requirement.

1.92 Office Space and Furnishing. Contractor personnel occupying Government spaces will be allowed rent-free office space comparable to that provided nearby Government personnel performing broadly similar functions. The contractor will have necessary use of office furnishings with desks or cubicles, chairs, and file cabinets. Navy-Marine Corps Intranet (NMCI) computers and landline telephones will be made available for official use only by contractor personnel at the Government site. Contractor personnel shall be responsible for complying with security regulations regarding telephone, e-mail and Internet use. The contractor shall have access to all Government Furnished Equipment (GFE) necessary to perform the requirement.

1.93 Consumable Materials. Except as may be specified elsewhere in this requirement, use of Government consumable materials by the contractor is authorized on a case-by-case basis within the restrictions shown in Paragraphs (1.93a) through [1.93b(2)] below.

1.93a Government Consumables shall not be used for the production of newsletters; presentations or reports exceeding 300 printed pages (total, including all copies); or optical media exceeding 20 copies in total. The COR may waive this restriction at the Government's discretion in the case of classified products; where mission-critical timeliness, security or business sensitivity considerations requires the use of Government consumables; or where the Government possesses a unique consumable the contractor cannot procure in a cost-effective or timely fashion.

1.93b Within the restrictions of Paragraph (1.93a) above, the contractor may use nominal amounts of Government consumable materials as shown in Paragraphs [1.93b(1)] through [1.93b(2)] below.

1.93b(1) Use of nominal amounts of printer and photocopier paper for printing and copying of important naval message traffic, electronic mail messages, financial spreadsheets, and similar low-volume documents.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 59 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

1.93b(2) Use of pens, paper, tape, and similar desktop consumables in teaming environments, such as conferences, meetings, process improvement events or program reviews, where the use of contractor-supplied consumables would impose delay or be otherwise impractical. In such circumstances, use of consumable materials must be comparable to that used by Government teammates.

*1.93c Vehicles. Government Vehicles may be provided and are authorized for Contractor Use for personnel meeting all Government equipment and vehicle operating requirements as specified and per requirements, and stipulations identified in Section C and Section I of this Task Order.*

1.94 No GFP shall become the property of the contractor. All GFP, except authorized consumable materials, shall be returned to the custody of the Government at the expiration of this procurement.

1.95 Damage to and Loss of GFE.

1.95a Damage to GFE. Damage to GFE resulting from intentional or negligent misuse by contractor personnel is the responsibility of the contractor for repair or replacement at the discretion of the Government. Liability for damaged GFE will be limited to the replacement costs, including shipping and handling. Damage to GFE during use by contractor personnel that results from normal usage, pre-existing condition or anomalies is the responsibility of the Government.

1.95b Loss of GFE. Loss of GFE where theft is neither known nor suspected is the responsibility of the contractor for replacement at the discretion of the Government. Liability for damaged GFE will be limited to the replacement costs, including shipping and handling.

1.95c Theft of GFE.

1.95c(1) Loss of GFE through known and suspected theft shall be reported to local law enforcement at the time the loss is discovered and a copy of the subsequent report shall be provided to the COR not more than two business days after the report is available to the contractor.

1.95c(2) Where loss of the GFE through known and suspected theft has resulted from the negligence of the contractor, such as being due to improper storage, transportation and security procedures, the loss is the responsibility of the contractor for replacement at the discretion of the Government.

1.95c(3) Where loss of the GFE through known and suspected theft has not resulted from the negligence of the contractor, the loss is the responsibility of the Government.

1.96 All GFI shall be returned to the custody of the Government at the expiration of this procurement unless otherwise directed by the Department of Defense Contract Security Classification Specification, DD Form 254, attached to this procurement. No unauthorized copies of GFI shall be made by the contractor.

## 2.00 CONTRACTOR IDENTIFICATION

2.10 Contractor personnel are required to identify themselves as such at the beginning of official

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 60 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

communications with Government personnel, whether in person, by telephone, teleconference or electronic mail, or by any other means, unless the contractor is already personally known to all participants in an official communication to be a contractor, such as in the case of continuing official contact. In all cases where doubt may exist, the contractor personnel shall identify themselves as contractors and by the company name of their employer.

2.20 All e-mail messages from contractors shall, without exception, clearly identify the sender as a contractor and include the company name of their employer.

### 3.00 SECURITY

#### 3.10 Security Requirements Specification

3.10a This procurement does require access to communications security (COMSEC) equipment.

3.10b This procurement does require access to intelligence information (INTEL).

3.10c This procurement does not require access to Sensitive Compartmented Information (SCI).

3.10d This procurement does require access to North Atlantic Treaty Organization (NATO) information.

3.10e This procurement does require access to the Secure Internet Protocol Router Network (SIPRNET).

3.10f This procurement does require access to Operations Security (OPSEC) Sensitive information.

3.10g This procurement does require access to Foreign Government Information (FGI).

#### 3.11 Security

The performance of the requirements(s) within Section 3 does require classified tasking. The following COMSEC equipment will be utilized.

Simple Key Loader (SKL) AN/PYQ-10(C)

KSV-21 (STE Phone) - Enhanced Crypto Card

KGV-8 - Miniature Secure Data Unit (SDUs) (JTIDS)

KGV-8B - Miniature Secure Data Unit (SDUs) (JTIDS)

U TVB 2 - (Crypto Controller Card)

Signal data processor

Signal data processor

AN/CYZ 10

KYK 13

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 61 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Access to Secure Internet Protocol Router Network (SIPRNET) may be required depending upon the task assignment. The government will provide access to facilities located at NSWC PHD 4363 Missile Way, Port Hueneme, CA for use by contractor in the performance of this procurement. Government supplies will be provided for this procurement. The contractor will be required to attend meetings classified at Secret level. The nature of this task requires access to Secret Information. The work performed by the contractor will include access to Secret data, information, and spaces.

### 3.12 Navy Marine Corps Intranet (NMCI)

The contractor will have necessary use of office furnishings with desks or cubicles, chairs, and file cabinets. NMCI computers and landline telephones will be made available for official use only by contractor personnel at the Government site. Contractor personnel shall be responsible for complying with security regulations regarding telephone, e-mail and Internet use. The contractor shall have access to all Government Furnished Equipment (GFE) necessary to perform the requirement.

### 3.15 Security Clearances.

3.15a Contractor personnel shall obtain and maintain at a minimum a security clearance level of SECRET to work on this requirement. Clearances shall be maintained for the duration of this procurement.

3.15b A list of personnel and their security clearances shall be delivered to the COR following award and shall be updated with the monthly personnel listing deliverable.

### 3.20 General Security Procedures

3.21 Contractor personnel shall comply with all DoD, DoN, NAVSEA, NBVC, NAVFAC EXWC, NSWC, local Navy installation and NSWC PHD security instructions, policies, procedures and guidance as they apply to the contractor both on and off Government property at NSWC PHD, remote sites or travel destinations, to include following established check-in and check-out procedures of all contractor personnel occupying Government facilities or otherwise requiring physical access to Naval Base Ventura County, NAVFAC EXWC and NSWC PHD. The provisions of paragraph (3.25) below apply to check-out procedures.

### 3.22 (Not Used)

### 3.23 Common Access Cards (CACs)

3.23a CAC issuance is at the discretion of the Government. The Government reserves the right to change the criteria for CAC issuance at any time without notification to the contractor. The contractor is responsible for ensuring the return of all CACs issued their employees to Naval Base Ventura County Security upon contractor employee separation, the expiration of this procurement and the termination of this procurement as required in paragraph (3.24) below. Reports of the status of contractor personnel occupying NSWC PHD facilities and of the return of CACs shall be made in accordance with paragraphs [3.30c(1)] and [3.30c(2)] respectively, above.

3.23b CACs will normally be issued only to individual contractor personnel who are assigned to

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 62 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

this requirement and who meet at least one of the three following criteria:

3.23b(1) The individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the Department on a recurring basis for a period of 6 months or more. Note that CACs will not be issued to contractor personnel merely to allow convenient access to NBVC as an alternative to securing daily base passes or participating in the RAPID Gate program. See paragraph (1.32) above.

3.23b(2) The individual requires both physical access to a DoD facility and access, via logon, to a DoD network. Access to a DoD network must require the use of a computer with a Government-controlled configuration located in a DoD facility or use of a DoD approved remote access procedure.

3.23b(3) The individual requires remote access to DoD networks that use only the CAC logon for user authentication.

3.23c The contractor is responsible for ensuring its personnel meet all Government requirements for CAC issuance, including possession of an appropriate final security clearance.

3.24 Government Facilities. The provisions of paragraph (1.32) above apply to contractor personnel working at Government facilities.

3.25 Rescission of Access to Government Facilities

3.25a Access to Government facilities is at the discretion of the Government. The Government reserves the right to rescind access by contractor personnel to Government facilities at any and all times and without presenting reason.

3.25b In each instance when contractor employees depart Naval Base Ventura County at the end of their employment with the company or firm, at the end of the PoP of this procurement, upon their transfer to another procurement, and upon being denied access to Government facilities for whatever reason, the contractor shall ensure the prompt return to the Government of all of the following materials in the possession of that employee:

3.25b(1) Government-owned keys to desks, offices, etc.

3.25b(2) CACs, except for CACs issued to retired military personnel and retired civil servants on that basis

3.25b(3) Base Passes, except for passes issued to retired military personnel and retired civil servants on that basis

3.25b(4) Base stickers for the employee's vehicles, except for stickers issued to retired military personnel and retired civil servants on that basis

3.25b(5) GFE and GFI, with special attention to IT equipment, CI, and CPI

3.25b(6) Courier pass, if issued to the departing employee

3.25c In executing the provisions of paragraph (3.25b) above, the contractor may collect the materials listed in that paragraph and return them to the custody of an appropriate Government



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 63 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

employee or direct the contractor employee to surrender these items at the Naval Base Ventura County Security Office, whichever is appropriate to the circumstances. In all cases the contractor shall follow current Naval Base Ventura County and NSWC PHD Security instructions appropriate to the circumstances.

3.26 Emergency Operations. The provisions apply to emergency operations under conditions of heightened security and Anti-Terrorism Force Protection posture.

3.27 Isolated Personnel Reporting. Contractor personnel traveling to the Area of Responsibility (AOR) of the United States Pacific Command and other Unified Combatant Commands (UCCs), excepting US territory, shall complete an Isolated Personnel Report (ISOPREP) or other similar document specified by the UCC when required as a precondition to entering the AOR on official business under this requirement.

### 3.30 Information Protection

3.31 Contractor personnel granted access to the NMCI network will be required to complete Navy Information Assurance (IA) or comparable training, at the Government's discretion, and complete and sign appropriate IA forms required to be granted continued access to Government information technology networks.

3.32 Contractor personnel occupying NSWC PHD facilities, and contractor personnel who routinely visit NSWC PHD facilities, may, at the Government's discretion, be required as a condition of access to said facilities to sign a Certificate of Non-Disclosure (CND), also referred to as a Non-Disclosure Agreement (NDA), to protect classified and unclassified Government financial and other business sensitive information they may become aware of through proximity to Government personnel, information and spaces. Contractor personnel may, at the Government's discretion, be required to sign a CND (or NDA) to protect financial and other proprietary information pertaining to other contractors if the completion of the tasking in this SOW necessitates access to such information. If required, the COR shall issue CNDs/NDAs to the contractor, who will return signed CNDs/NDAs to the COR within three business days. The provisions of Section H of this procurement pertaining to Non-Disclosure Statements, CNDs and NDAs apply.

### 3.40 Operations Security

3.41 Background. OPSEC is a process for protecting unclassified sensitive information from exploitation by an adversary. Sensitive unclassified information – which is also referred to as Critical Information (CI) or Critical Program Information (CPI) – is defined as information that is not classified but which needs to be protected from unauthorized disclosure. Examples are information labeled “For Official Use Only (FOUO),” proprietary information, contractor sensitive information, limited distribution information, and Personally Identifiable Information (PII).

3.42 The contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information as identified in the CI List [see paragraph (3.45)], and the attached CPI List if applicable. The prime contractor and all subcontractors shall employ the countermeasures listed in paragraph (3.47) below in order to protect that information. Additional countermeasures may be employed as necessary. If an OPSEC Plan is provided, the contractor and all

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 64 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

subcontractors shall comply with that plan. These OPSEC requirements will be in effect throughout the life of the procurement from award through the conclusion of services at the end of the Period of Performance (POP) or other procurement termination.

3.43 All prime contractors and subcontractors shall comply with PHDNSWCINST 3432.1B Operations Security. (PHDNSWCINST 3432.1B is available on the NSWC PHD Portal. Contractors without Portal access may request a copy of this document from the Contracting Officer.) All prime contractor and subcontractor personnel assigned to this requirement shall complete the mandatory annual OPSEC training provided by the Government no later than 30 September of each year. Prime contractors and their subcontractors will report to PHD NSWC by 15 October each year the number of their employees assigned to this procurement who were trained, the number remaining to be trained, and the completion percentage. Failure to comply with the requirement for mandatory annual OPSEC training may result in termination of the procurement and may be reported as non-compliant with NAVSEA OPSEC requirements. The prime contractor and all subcontractors shall comply with the Navy's Information Assurance and Personnel Security Requirements for Accessing Government Information Technology (IT) Systems.

3.44 Contractor personnel shall follow OPSEC concepts and principles in the conduct of this requirement to protect Critical Information [see paragraph (3.45) below], personnel, facilities, equipment and operations from compromise. The contractor shall consult with the COR within 5 working days of receipt of order to determine all special circumstances affecting OPSEC under this requirement. In any case where there is uncertainty or ambiguity regarding OPSEC measures, the contractor shall consult the COR as soon as possible. If the COR is unavailable, the contractor shall consult the contracting officer instead. The prime contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information and comply with all OPSEC guidance in accordance with the references in paragraphs (3.44a) through (3.44d) below:

3.44a PHDNSWCINST 3432.1B Operations Security

3.44b Not used

3.44c Not used

3.44d All OPSEC requirements as identified in the Statement of Work.

3.45 Critical Information. Critical information is specific facts about the intentions, capabilities, operations, or activities of NSWC PHD and its supporting contractors needed by adversaries or competitors to plan and act, so as to guarantee failure or unacceptable consequences for mission accomplishment. The items in paragraphs (3.45a) through (3.45s) below are deemed to be general Critical Information (CI) for the purposes of this requirement.

3.45a Force Protection countermeasures

3.45b Information Technology (IT) network vulnerabilities and defenses

3.45c Employee personal information, including Social Security Number, home address, home telephone number, family information, financial data, and similar sensitive information which might contribute to identity theft and the breach of DoD security systems.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 65 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

3.45d Engineering processes

3.45e Budgetary and financial information

3.45f Overseas travel

3.45g Content of DoD and contractor portals

3.45h Passwords and combinations

3.45i Counterintelligence measures

3.45j Combat systems capabilities

3.45k Combat systems vulnerabilities and limitations

3.45l Test and evaluation (T&E) schedules

3.45m Self Defense Test Ship configuration, schedules and movements

3.45n Ships' schedules and movements, including port visits

3.45o Ships' readiness and material condition, including casualty report status; Combat Systems Ship Qualification Trial events, scenarios and schedules; and other information that could be used to determine a ship's combat readiness and deduce movements.

3.45p New combat systems technologies and demonstrations

3.45q Technical documentation

3.45r DoD, Navy, NAVSEA, NSWC and NSWC PHD website pages and contents, except public-facing contents

3.45s Location, deployment, movements, capabilities, vulnerabilities and readiness condition of US, allied and friendly forces worldwide

3.46 Minimum Protection Requirements for Critical Information. Critical information is exempt from public release under Exemption 2 [high (b) (2)] of the Freedom of Information Act (FOIA). It is designated "For Official Use Only (FOUO)" and is considered controlled unclassified information. The following Information Security requirements apply:

3.46a Controlled Unclassified Information (CUI): CUI is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 66 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

3.46b Minimum Requirements for Access to Controlled Unclassified Information (CUI): Prior to access, contractor personnel requiring access to DoN controlled unclassified information (CUI) or "user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or contractor entity representative for a suitability determination by DoN Central Adjudication Facility.

3.46c Minimum Protection Requirements for CUI: Contract deliverables taking the form of unclassified limited-distribution documents [e.g., "For Official Use Only (FOUO)," Distribution Statement Controlled] are not authorized for public release and therefore shall not be posted on a publicly accessible web server or electronically transmitted via electronic mail unless appropriately encrypted.

3.47 Countermeasures. Countermeasures to Critical Information exploitation are required to negate the susceptibility of critical information to exploitation by an adversary or competitor. The contractor shall protect all CI listed in paragraph (3.45) above in a manner appropriate to the nature of the information, including use of the countermeasures listed in paragraphs (3.47a) through (3.47k) below, as applicable to each specific item of CI:

3.47a Encryption of electronically-stored CI.

3.47b Encryption of e-mail containing CI.

3.47c Storage of hard copy CI, optical media and external hard drives in locked containers when not in use.

3.47d Transmission of CI to the minimum set of recipients with a need to know.

3.47e Proper marking of CI with warnings to include at a minimum "FOR OFFICIAL USE ONLY"; as appropriate to the nature of the CI it shall also be marked with "UNCLASSIFIED BUT SENSITIVE," "PRIVACY ACT INFORMATION," "PERSONALLY IDENTIFYING INFORMATION," "PROTECT FROM UNAUTHORIZED DISCLOSURE" or other similar statements cautioning protection of the CI.

3.47f Restricting disclosure of CI at meetings and conferences (including teleconferences) to the minimum necessary to the performance of this requirement.

3.47g Immediate and appropriate destruction in a manner precluding reconstruction of all CI no longer needed under this requirement.

3.47h Restricting verbal discussion of CI to venues and circumstances that prevent the monitoring and interception of the discussion by unauthorized personnel.

3.47i Maintaining current, successful completion of Navy-mandated Information Assurance (IA) and OPSEC training by all personnel handling CI.

3.47j Refraining from the use of unencrypted cellular telephones to transmit CI.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 67 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

3.47k Refraining from the use of foreign postal systems to ship CI.

3.47l Promptly retrieving documents containing CI printed on printers accessible by persons without a need to know the CI.

3.47m Use of cover pages or other appropriate means to prevent the viewing of CI by unauthorized persons.

3.47n Limiting the inclusion of CI in contract and budget documents, presentations, press releases and other publications to that which is essential to the performance of this requirement.

3.47o Use of protected databases and strong passwords and the protection of user identifications (UserIDs).

3.47p During test and evaluation events (as applicable to this requirement) practice OPSEC methodologies with respect to staging units, personnel and materials out of the observation of unauthorized persons; desensitization; and the speed of execution of the event.

3.48 Specific Critical Program Information. Paragraph (3.45) contains the generic categories of Critical Information to be protected under this requirement. For reasons of Operations Security, Critical Program Information (CPI) will not be identified to offerors prior to award. CPI will be identified to the successful offeror only after receipt of order.

3.49 Compromise. The contractor shall notify the COR within one business day of all known and suspected compromises of CI. If the COR cannot be reached, the contractor shall notify the contracting officer instead. Notification can be made by any means consistent with the protection of the subject CI.

3.50 “For Official Use Only (FOUO)” Information

3.50a The “For Official Use Only (FOUO)” marking is assigned to information at the time of its creation. It is not authorized as a substitute for a security classification marking but is used on official Government information that may be withheld from the public under exemptions 2 through 9 of the FOIA.

3.50b Use of FOUO markings does not mean that the information can’t be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it. Review of FOUO information provided by, and created under contract to, NSWC PHD must be reviewed by NSWC PHD.

3.50c All UNCLASSIFIED documents created under this procurement that contain FOUO information will be marked “FOR OFFICIAL USE ONLY” on the bottom of the cover page and interior pages.

3.50d Classified documents containing FOUO do not require any markings on the cover of the document. However, the interior pages containing only FOUO information shall be marked at the top and bottom center with “FOR OFFICIAL USE ONLY.” Only unclassified portions containing FOUO shall be marked with “(FOUO)” immediately before each unclassified FOUO portion.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 68 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

3.50e All FOUO information released to the contractor by NSWC PHD will be marked with the following statement prior to transfer:

THIS DOCUMENT CONTRAINS INFORMATION EXEMPT FROM MANDATORY  
DISCLOSURE UNDER THE FOIA. EXEMPTIONS(S) \_\_\_\_\_ APPLY.

Removal of the FOUO marking may be accomplished only by the originator or other competent authority. The contractor SHALL NOT REMOVE ANY FOUO MARKING WITHOUT WRITTEN AUTHORIZATION FROM NSWC PHD OR THE AUTHOR. The Government will notify the contractor when the FOUO status is terminated.

3.50f The contractor is authorized to disseminate FOUO information to its employees and team mates having a need to know the information in order to accomplish the requirements of this procurement.

3.50g During working hours, reasonable steps shall be taken to minimize the risk of access to FOUO information by unauthorized personnel. FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need to know the information in order to perform the requirements of this procurement. During nonworking hours, the FOUO information shall be stored in a locked desk, file cabinet, bookcase, rooms, or other lockable container or space affording reasonable protection from unauthorized disclosure.

3.50h FOUO information may be transmitted via US postal service first-class mail, parcel post and fourth-class mail for bulk shipments only. The contractor shall not permit FOUO information to enter foreign postal systems and parcel delivery systems.

3.50i When no longer needed, FOUO information shall either be returned to appropriate Government custody or destroyed in a manner precluding reconstruction of the information and then and placing it in the regular refuse or recycle container or in an uncontrolled burn container.

3.50j Electronic transmission of FOUO information (via voice, data, or facsimile transmission) shall be by approved secure communications systems. If circumstances preclude the use of such a system, the contractor shall consult the COR; if the COR is not available and time requirements do not permit delay, the contractor shall consult the contracting officer.

3.50k Unauthorized disclosure of FOUO information does not constitute a security violation but the contractor shall inform the COR within one business day of all known and suspected compromises of FOUO information. If the COR cannot be reached, the contractor shall notify the contracting officer instead. Notification can be made by any means consistent with the protection of the subject FOUO information. The unauthorized disclosure of a FOUO information protected by the Privacy Act may result in criminal sanctions.

### 3.60 Communications Security (COMSEC)

3.61 All contractors and subcontractors must comply with all policy and procedures in regards to the proper handling, accountability, use and safeguarding of COMSEC material and equipment. Particular emphasis must be given to educating personnel in how to identify COMSEC Incidents and Practices Dangerous to Security (PDS). Prior to receiving or accessing COMSEC material or equipment the contractor or subcontractor must contact the PHD NSWC

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 69 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Electronic Key Management System (EKMS) Manager. If COMSEC equipment or material usage is required a Memorandum of Agreement must be signed by a Contracting Company representative and the Commander of NSWC PHD.

3.62 The requirements for the place of performance of tasking involving COMSEC material and equipment are as follows:

3.62a EKMS 1B, EKMS Policy and Procedures for EKMS Tiers 2 & 3.

3.62b OPNAV Instruction 2221.5C, Release of Communication Security (COMSEC) Material to U.S. Industrial Firms Under Contract to the US Navy.

3.62c SECNAV M-5510.36, Department of the Navy Information Security Program.

3.62d NSWC PHD Instruction 2281.1M, Instructions For The Handling And Control Of Communications Security Material System And Procedures.

3.62e All individuals provided access to COMSEC material shall be briefed annually and monthly regarding the unique nature of COMSEC material and their security responsibilities to safeguard and control it.

3.62f Individuals granted access to Classified COMSEC material must hold a final Government security clearance for the level of classification involved.

3.62g Contractor personnel who are granted access to COMSEC material must be US citizens.

### 3.70 Intelligence

3.71 All prime contractors and subcontractors shall comply with Director of Central Intelligence Directive (DCID) 1/7, Security Controls on the Dissemination of Intelligence Information. (A copy of this document may be requested from the Contracting Officer.) Appropriate specifics are outlined on DCID 1/7, Section 6.0 to 15.0, pp. 4-11, respectively. All SIPRNET account requirements as stated in this Statement of Work constitute compliance with DCID 1/7 guidance and procedures.

3.72 Access to Non-SCI intelligence material defined and controlled by DCID 1/7 is hereby authorized by the NSWC PHD Senior Intelligence Officer. At the end or completion of this procurement the prime contractor and subcontractors must return to appropriate Government custody all pertinent intelligence materials and documentation provided by the Government in accordance with DoD 5220.22-M (NISPOM). NOTE: Government approval is required PRIOR to subcontracting involving access to intelligence information.

3.73 Failure to comply with these security requirements may constitute grounds to terminate this procurement for cause and report it as a security violation to appropriate Intelligence Community authorities and NAVSEA Headquarters.

### 3.80 Emergency Action Plans (EAPs)

3.81 Contractors storing classified documentation, classified equipment and COMSEC material and equipment at their facilities in accordance with tasking in this requirement shall develop and maintain an EAP as required by the Defense Security Service (DSS). The EAP shall adequately

address the actions to be taken to protect said materials from loss and compromise in the event of natural disaster, civil unrest, enemy action, terrorist attack, criminal activity, and any other natural or man-made event that threatens the security of classified materials located at the contractor's facility. The contractor shall follow the NSWC PHD COMSEC EAP and the NSWC PHD Instruction for COMSEC material and equipment

3.82 When a natural or man-made event raises the possibility of compromise of said classified materials at the contractor facility, the contractor shall execute their EAP and immediately notify the COR of the actions being taken. The notification may be by telephone, e-mail or in person, taking care not to transmit classified information in a non-secure manner. If the COR is not available, notification shall be made to the contracting officer. If the nature of the emergency precludes immediate notification, the contractor shall make such notification as soon as possible after executing the EAP.

3.83 The contractor shall provide a review copy of their EAP to the COR within 15 calendar days after receipt of order. The Government reserves the right to require revisions to the EAP to ensure alignment with Government requirements.

### 3.90 Training Requirements

3.91 The contractor shall comply with all of the security requirements outlined and referenced in the Department of Defense Contract Security Classification Specification, DD Form 254 and its attachments.

3.92 The contractor shall require all prime contractor and subcontractor personnel performing this requirement to successfully complete the following training at the frequency listed in paragraph 3.92a below and maintain currency of training for the duration of the Period of Performance:

#### 3.92a Basic Training Specified of All Requirements

TRAINING	FREQUENCY
OPSEC	Once per fiscal year
Information Awareness	Once per calendar year

#### 3.92b Specialized Training Required for this Requirement

TRAINING	FREQUENCY
Anti-Terrorist Force Protection	Once per calendar year
Courier	Once per calendar year
NATO In-brief	Once at Receipt of Order
NATO Out-brief	Once at end of procurement
Annual NSWC PHD COMSEC	Once per calendar year
Foreign Counterintelligence	Once per calendar year



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 71 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Monthly NSWC PHD COMSEC

Monthly

3.92c The training requirements specified in paragraphs (3.92a) and (3.92b) above shall apply once to each contractor employee per course per period (“FREQUENCY”) regardless of the number of NSWC PHD procurements to which the individual contractor employee is assigned. Completion of each training requirement for one NSWC PHD procurement shall meet the training requirements for all NSWC PHD procurements within the period specified (“FREQUENCY”).

3.93 The contractor shall maintain a list of personnel who have completed the training specified in paragraph (3.92) above. This list shall be submitted with a letter certifying that the list is current, complete, and accurate as of the date of submission. The list and certification shall be submitted to the COR with a copy to the Contracting Officer, within 5 days after receipt of order and quarterly thereafter. When there are any changes to contractor’s personnel and when it is specifically requested by the COR or Contracting Officer, the list and certification shall be provided within 5 days from the date of the request. Contractor personnel working on two or more NSWC PHD procurements need complete this training only once per stated period and it shall be applicable to all current NSWC PHD procurements. See paragraph (3.92c) above. However, completion of such training shall be certified individually for each NSWC PHD procurement with this training requirement.

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

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 72 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**5252.216-9122 LEVEL OF EFFORT ALT I (MAY 2010)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be \_\_\_\_\_ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that \_\_\_\_\_ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of \_\_\_\_\_ . All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 73 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

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

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

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

**NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM  
(OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 75 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------


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

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

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

(End of Text)

**5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

(End of Text)

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 76 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

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

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

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

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

**(End of Text)**

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 77 of 84	FINAL
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## SECTION I CONTRACT CLAUSES

### CLAUSES INCOPORATED BY REFERENCE

- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)
- 52.204-22 Alternative Line Item Proposal (JAN 2017)
- 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)
- 52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010)
- 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-8 Utilization of Small Business Concerns (OCT 2014)
- 52.219-14 Limitations on Subcontracting (JAN 2017)
- 52.222-19 Child Labor-Cooperation with Authorities and Remedies (FEB 2016)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons (MAR2015)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-10 Waste Reduction Program (MAY 2011)
- 52.223-19 Compliance with Environmental Management Systems (MAY 2011)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.244-2 Subcontracts (OCT 2010)
- 252.201-7000 Contracting Officer's Representative (DEC 1991)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
- 252.203-7004 Display of Hotline Posters (OCT 2015)
- 252.203-7995 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2017-0001) (NOV 2016)
- 252.204-7002 Payment for Subline Items Not Separately Priced (DEC 1991)
- 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support Contractor (MAY 2016)
- 252.215-7002 Cost Estimating System Requirements (DEC 2012)
- 252.215-7008 Only One Offer (OCT 2013)
- 252.223-7004 Drug Free Work Force (SEP 1988)
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (SEP 2014)
- 252.225-7993 Prohibition on Providing Funds to the Enemy (SEP 2015)
- 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (JAN 2015)
- 252.227-7013 Rights in Technical Data - Noncommercial Items (FEB 2014)
- 252.227-7014 Rights in Noncommercial computer software documentation (FEB 2014)
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
- 252.244-7001 Contractor Purchasing System Administration (MAY 2014)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 78 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

**CLAUSES INCORPORATED IN FULL TEXT**

**52.217-9 – Option to Extend the Term of the Contract. (MAR 2000) (NAVSEA VARIATION)(APR 2015)**

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

ITEM(S)                      LATEST OPTION EXERCISE DATE

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled “LEVEL OF EFFORT – ALTERNATE 1”, (NAVSEA 5252.216-9122), if the total man-hours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man-hours specified in paragraph (a) of the aforementioned requirement have been expended.

**(End of Clause)**

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

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

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

**Employee Class      Monetary Wage - Fringe Benefits**

**252.204-7008 Compliance with Safeguarding Covered Defense Information Controls. (OCT 2016)**

(a) *Definitions.* As used in this provision—  
“Controlled technical information,” “covered contractor information system,” “covered defense information,” “cyber incident,” “information system,” and “technical information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting.



CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 79 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(b) The security requirements required by contract clause [252.204-7012](#), shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see [252.204-7012](#)(b)(2)—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations”(see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

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

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate Offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

**252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)**

a) Definitions. As used in this clause—

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

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

“Covered defense information” means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the Contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of the contract.

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

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 80 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party Contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

**(End of clause)**

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)**

(a) Definitions. As used in this clause—

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

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

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

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

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

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the Contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of the contract.

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 81 of 84	FINAL
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“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

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

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this

Solicitation or Contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered Contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered Contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

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

(2) For covered Contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b) (1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b) (2)(ii) of this clause, the covered Contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be non- applicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 82 of 84	FINAL
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(C) If the DoD CIO has previously adjudicated the Contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

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

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

(ii) Rapidly report cyber incidents to DoD

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements

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

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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

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

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

(h) DoD safeguarding and use of Contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the Contractor (or derived from information obtained from the

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 83 of 84	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services Contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of Contractor attributional/proprietary information created by or for DoD. Information that is obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

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

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

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

**(End of clause)**

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6339418F3003	AMENDMENT/MODIFICATION NO. P00012	PAGE 84 of 84	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 Supporting Cost Data

Attachment 2 Cost Summary Format

Attachment 3 DCAA Rate Check Form

Attachment 4 Past Performance Questionnaire

Attachment 5 Quality Surveillance Plan

Attachment 6 DD254

Attachment 7 Staffing Plan No Cost

Attachment 8 Staffing Plan for Cost Volume

Attachment 9 Wage Determination

Attachment 10 eCraft Crosswalk

Exhibit A CDRLS A001-A016

Exhibit B Data Item Description