

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7703		2. DELIVERY ORDER NO. N6449819F3000		3. EFFECTIVE DATE 2019 Feb 27		4. PURCH REQUEST NO. TBD		5. PRIORITY Unrated				
6. ISSUED BY NAVAL SURFACE WARFARE CENTER PHILA NSWCPD Philadelphia PA 19112-1403 John M Woodland/3351 215-897-7767 Ext. 7767			CODE N64498		7. ADMINISTERED BY DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427			CODE S3915A		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>		
9. CONTRACTOR EHS Technologies Corporation 1221 N. Church Street, Suite 106 Moorestown NJ 08057-1245			CODE IGUU1		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED			
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G			14. SHIP TO See Section D			15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
EHS Technologies Corporation			reckerle Program Manager									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES					20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA			25. TOTAL				
					BY: /s/John P Stefano			02/27/2019		26. DIFFERENCES		
								CONTRACTING/ORDERING OFFICER				
27a. QUANTITY IN COLUMN 20 HAS BEEN												
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS				
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR				
f. TELEPHONE				g. E-MAIL ADDRESS								
				FINAL				34. CHECK NUMBER				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT				35. BILL OF LADING NO.				
				COMPLETE								
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER										
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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[REDACTED]

BASE Funding [REDACTED]
[REDACTED]

- 6) The end of task order performance remains unchanged at 25 February 2024 if all options are exercised.
- 7) In accordance with Contract Clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of [REDACTED] unless additional funds are made available and obligated under this order in a subsequent modification. A conformed copy of the Task Order is attached to this modification for information purposes only. The total value of the task order remains unchanged.

APPROVED SUBCONTRACTORS:

AMSEC LLC

KAI Solutions Inc.

PGFM Solutions

Level of Effort (LOE):

(a) The total Level of Effort required under the proposed Task Order is estimated to be 56,000 hours of direct labor over a five-year period. Direct hours do not include holiday, sick leave, vacation and other absence hours.

(b) It is estimated that the following number and mix of labor hours will be required:

Proposed Labor Category	eCRAFT Title	Level	eCRAFT Code	Base Year Hours (Reg/OT)	Option Year 1 Hours (Reg/OT)	Option Year 2 Hours (Reg/OT)	Option Year 3 Hours (Reg/OT)	Option Year 1 Hours (Reg/OT)	Total Hours
Engineering Technician	Technician, Engineering *	III	30083	5,760/600	5,760/600	5,760/600	5,760/600	5,760/600	28,800/3,000
Program Manager	Manager, Program/Project *	II	MANP2	400/0	400/0	400/0	400/0	400/0	2,000/0
Electrical/Electronics Engineer	Engineer, Electrical/Electronics	III	EE3	1920/100	1920/100	1920/100	1920/100	1920/100	9,600/500
Computer Engineer	Engineer, Computer	II	EC2	1920/100	1920/100	1920/100	1920/100	1920/100	9,600/500
Clerk	Clerk, General	II	01112	400/0	400/0	400/0	400/0	400/0	2,000/0
Total Estimated Hours				10,400/800	10,400/800	10,400/800	10,400/800	10,400/800	52,000/4,000

*Denotes Key Personnel

(c) The estimated allocation of the total labor effort required among the labor categories reflected in Paragraph (b) above should be regarded as estimates only. Accordingly, in the performance of the Task Order, the Contractor will be allowed to adjust the allocation of labor hours among the various labor categories as required to accomplish the technical objectives of the Task Order, provided that such adjustment does not cause the ceiling dollar amount for the Task Order to be exceeded.

NOTE:

Offerors are to propose on the labor categories and hour estimates provided as the LOE. Offerors who propose other than the specified LOE may be considered nonresponsive.

SUPPORT COSTS

Offerors may propose General and Administrative (G&A) expense on the Not-To-Exceed (NTE) Other Direct Costs (ODC) estimates. However, Offerors shall not "back into" the ODC amount. If G&A is not proposed on top of ODCs as part of the cost proposal, it shall not be requested after submission of the proposal or post-award.

SUPPORT COSTS INCLUDING MATERIAL AND TRAVEL AND OTHER DIRECT SUPPORT COSTS, IF ANY, WILL BE REIMBURSED ON THE BASIS OF ACTUAL REASONABLE AND ALLOWABLE COSTS INCURRED PLUS G&A AND/OR MATERIAL HANDLING. **THESE COSTS ARE NOT SUBJECT TO FEE.**

PAYMENT OF FEE

(a) The Government shall make payments to the Contractor subject to and in accordance with the clause contained in the base IDIQ entitled "Fixed Fee" (FAR 52.216-8). Such payments shall be equal to the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of the base IDIQ entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7). Total fees paid to the Contractor for performance of work under this Task Order shall not exceed the fee amount set forth in the Task Order.

(b) In the event of discontinuance of the work under this Task Order in accordance with the clause of the base IDIQ contract entitled "LIMITATION OF COSTS" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this Task Order, the Contractor shall repay the excess amount of the Government. If the adjusted fee exceeds all payments made to the Contractor under this Task Order, the Government shall be required to pay the Contractor any amount in excess of the funds obligated under this Task Order at the time of the

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discontinuance of work.

PASS THROUGH/SUBCONTRACTOR LABOR COSTS

If fee is included in the pass through rate for Subcontractor labor costs, the Prime Contractor is requested to identify what percentage of the pass through cost is considered fee in their cost proposal. The maximum labor pass through rate (which is inclusive of all costs derived by applying any indirect rate to subcontracting costs plus any Prime Contractor fee applied to Subcontractor labor costs) shall not exceed [REDACTED] the total proposed subcontracting costs.

The Subcontractor's proposed fee cannot be higher than the Prime Contractor's proposed fee.

HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

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

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

(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.

The negotiated pass through rate established in this Task Order is [REDACTED].

The hourly fixed fee rate established in this Task Order in accordance with HQ B-2-0015 Payment of Fee(s) (Level of Effort - Alternate I) (NAVSEA) (MAY 2010) is:

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

(End of Text)

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HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
- (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

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

This entire order is cost-plus-fixed-fee.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement (PWS) for Mission Critical Interior Communications Data Networks Support

1.0 INTRODUCTION

1.0.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Code 52, which is responsible for Mission Critical Interior Communications Data Networks.

1.0.2 This contract is for non-personal services and incidental materials. It does not create employment rights with the U.S. Government whether actual, inherent, or implied.

1.0.3 Government / Contractor Relationship

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.

(b) The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

(c) Contractor personnel under this Task Order shall not engage in any of the inherently Governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

(d) Employee Relationship:

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

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

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

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

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

2) The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in

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writing. In responding, the Contracting Officer will either:

- (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

1.1 BACKGROUND

The Cybersecure Machinery Control Systems & Networks Department (Code 50) at NSWCPD provides the facilities and expertise for developing the concepts, technologies, equipment, systems, and procedures necessary to enable current Navy ships to operate reliably, affordably and to effectively meet performance and mission requirements in a cybersecure manner. This knowledge of machinery systems engineering commences at the earliest stages of shipboard equipment and component product development, continues through new ship construction, and is maintained through In-Service Engineering (ISE) support to ships and ship systems currently in the Fleet. NSWCPD is an active participant in the community of world-class scientists and engineers that are developing the network-related technology and hardware needed to integrate shipboard systems in an increasingly net-centric Navy shipboard environment.

NSWCPD requires the assistance of a Contractor to provide long-term In-Service Engineering (ISEA) support for:

- (1) Systems Engineering, and
- (2) Operational Support/Technical Services

1.2 SCOPE OF WORK

The Contractor shall support NSWCPD's communication and networking efforts in the following engineering and technical areas:

- i) Systems Engineering Services
 - a. Network Architecture & Design Services
 - b. Software Engineering & Development Services
 - c. Hardware Engineering & Development Services
 - d. Cybersecurity and Information Assurance Services
- ii) Operational Support/Technical Services
 - a. Land-Based Engineering Sites
 - b. Shipboard Systems
 - c. Life Cycle System Support

Specifically, the engineering and technical services support shall be for the following systems and/or their equivalents:

- DDG-51 Class Networks:
 - a) USQ-82 Family of Networks, which includes the Data Multiplex (DMS); Fiber Optic Data Multiplex System (FODMS); and Gigabit Ethernet (GEDMS) installed on DDG 51AF ships and planned for the LHA 8 Navigation Distribution Network.

Note: The majority of work for this PWS will be directly supporting the USQ-82 Family of Networks.
 - b) Aegis Ashore (AA) GEDMS network
- Other Surface Ship Class Networks:
 - a) Aircraft Carrier Systems
 - i) CVN Distributed Data Controls Network (DDCN)
 - ii) Machinery Controls System Suite (MCSS)
 - iii) Navigation Critical Distribution System (NCDS)

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- b) Amphibious Class Systems
 - i) LSD 41 Class Mid-Life Advanced Engineering Control System (AECS)
 - ii) LHD 1 Class Ship's Data Multiplex System (SDMS) and Propulsion and Auxiliary Control System (PACS)
 - iii) LPD 17 Ship-Wide Area Network (SWAN) and Ship Control Data Network (SCDN)
- c) CG-47 Class Systems
 - i) Smartship Integrated Ship Controls (ISC) and Integrated Bridge Controls (IBS) Networks
- d) DDG-1000 Class Systems
 - i) Total Ship Computing Environment (TSCE),
 - ii) Engineering Control System (ECS) Network and
 - iii) Advanced Communications Control System (ACCS)
- e) Littoral Combat Class Systems
 - i) 1AF and 2AF TSCEs
- f) Mine Warfare Class Systems
 - i) MCM 1 Class Integrated Ship Control System (ISCS) Network
- Network Management Systems (NMS)
- Equipment/System Simulators

2.0 APPLICABLE DOCUMENTS

- 2.1 DON-IT Acceptable Use Policy Memorandum, dated 12 FEB 2016
- 2.2 U.S. Navy Afloat Control Systems Cyber Security Classification Guide (10-040) DRAFT Rev 1
- 2.3 NSWCPD Code 1043, "Media Scanning Between Boundaries Security Implementation Guide" Rev 4
- 2.4 DoD Instruction 8510-01, Risk Management Framework

These documents are included as Attachments No. 3-6.

The Contractor shall reference and utilize the latest version available when performing tasks within this PWS.

3.0. REQUIREMENTS

3.1 Systems Engineering Support Services – NSWCPD performs analysis of functional, operational and environmental requirements for mission critical networks, in conjunction with user system interface requirements and lifecycle lessons learned, to develop new network designs and/or upgrades to existing networks/systems for eventual land-based engineering site and shipboard implementation. All related development, testing, shipboard installation and system lifecycle management are executed in accordance with the NSWCPD Systems Engineering Process (SEP). To assist NSWCPD, the Contractor shall provide support in the following areas:

- 3.1.1 Network Architecture & Design Services - NSWCPD develops network architectures and supporting network

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designs for current and future ship classes. Work in this area includes assisting in the development of or updating existing ship design specifications, reviewing user system specifications and participating in System Design Reviews.

3.1.2 Software Engineering & Development Services- NSWCPD designs and develops Government-owned software for various network functional applications. Work in this area includes software design, development, testing and/or integration of a Network Management Systems (NMS) and the design and testing of various software emulators used to re-create actual shipboard systems.

3.1.3 Hardware Engineering & Development Services – NSWCPD supports network products produced for labs, proof-of-concept demonstration, and fielded shipboard systems. Work in this area includes initial concept exploration and requirements definition, through engineering development, qualification testing, lab and/or shipboard integration, and troubleshooting.

3.1.4 Cybersecurity and Information Assurance (IA) Support - NSWCPD provides cybersecurity and IA-related activities for deployed shipboard machinery systems and networks, as well as to their land-based test site equivalents. Work in this area includes development and/or integration of state-of-the-art protect, detect, and response technologies to identify and mitigate vulnerabilities within shipboard systems and includes recommendations to reduce risks and enhance the security of those shipboard networks and systems in accordance with Risk Management Framework. To support this mission, the Contractor shall execute cybersecurity tasks in accordance with Applicable Document 2.5, DoD Instruction 8510-01, Risk Management Framework.

3.2 Operational Support/Field Support – The availability, effectiveness, reliability, survivability and safety of shipboard and land-based mission critical networks and communication systems is necessary for the operational effectiveness of the Navy. NSWCPD is responsible to help ensure the systems stated in Section 1.2 are tested, installed, maintained and upgraded to sustain fleet mission readiness and capability. To support this mission, the Contractor shall:

3.2.1 Land-Based Engineering Sites Support

- a) Assist with the installation and initial checkout of new labs, including the successful integration of network user systems.
- b) Troubleshoot failed land-based networks and associated user systems.
- c) Assist with the development of network and network user system land-based test plans and procedures.
- d) Assist with the execution of system audits, tests, and Independent Verification & Validation (IV & V) testing of network system level and network user system changes/upgrades prior to fleet delivery as Ship Change Documents (SCDs)
- e) Assist with the maintenance and upgrade of training site labs.

3.2.2 Shipboard Support

- a) Troubleshoot and repair failed shipboard network systems and associated user systems working in conjunction with the Regional Maintenance Centers. Assistance can be provided pierside, via distance support or via travel to ship.
- b) Install network configuration updates in support of network-level upgrades and/or user system installations/modifications/removals and ensure successful network performance and/or user system integration.
- c) Support the installation and verification of network-related SCDs in accordance with RMMCO procedures.
- d) Install modernized shipboard systems; tasks include the removal of dated equipment and the installation and verification testing of upgraded equipment packages to be in compliance with the latest SCD and approved system baseline.
- e) Support the testing of in-process engineering change proposals (ECPs) in a shipboard operational environment to help validate the change for permanent installation.
- f) Provide informal shipboard system familiarization and training to ship's force personnel.

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3.2.3 Life Cycle System Support

- a) Monitor and assess proposed hardware and software changes; assessment shall document the potential impact to the installation process regarding cost, schedule, and performance; tasks include assistance with the estimation of costs, modeling of performance data for planned installations of systems and related Fleet Modernization Program changes.
- b) Participate in System Program Reviews and Technical Reviews for supported systems.
- c) Assist in the development of user manuals, technical descriptions, and fact-sheets for the operation and maintenance of mission critical networks.

4. DATA REQUIREMENTS. All Contracts Data Requirements Lists (CDRL) shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR.

4.1 Contract Status Report (CDRL A001)

This report shall reflect both Prime and Subcontractor data if applicable at the same level of detail. This requirement applies to all tasks within Section 3.0.

4.2 Travel Report (CDRL A002)

This report shall reflect both Prime and Subcontractor data if applicable at the same level of detail.

4.3 Contractor's Personnel Roster (CDRL A003)

This report shall reflect both Prime and Subcontractor data if applicable at the same level of detail.

5. SECURITY REQUIREMENTS

5.1 The Contractor is responsible for completing all required Government mandated training to maintain security and network access to Government sites and IT systems to include Antiterrorism Level 1 Awareness, DoD Cyber-awareness Challenge, NCIS Counterintelligence Awareness, NAVSEA Security Briefing for New Navy Employees, NAVSEA Security Refresher, Records Management in the DON: Everyone's Responsibility, Training and Readiness: The Active Shooter, NAVSEA Introduction to Controlled Unclassified Information, NAVSEA Cybersecurity 101, Operations Security (OPSEC), NAVSEA Counterintelligence Training, Privacy and Personally Identifiable Information (PII) Awareness Training and NAVSEA Physical Security training. Certificates of successful completion shall be sent to the COR and as otherwise specified in the contract. Certificates of successful completion shall be sent to the COR and as otherwise specified in the contract.

An Active SECRET Facility Clearance (FCL) is required for performance on this Task Order. There is no safeguarding requirement required.

All Contractor personnel accessing classified information or material associated with and/or performing work relative to the resultant contract must be United States citizens and shall have and maintain at a minimum SECRET security clearance at time of contract award.

This effort may require access to classified information up to the Secret level. No classified data will be generated or stored by the Contractor. The Contractor is required to have and maintain a Secret clearance. The requirements of the attached DD Form 254 apply (See Attachment 7).

The Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the NSWCPD Security Office.

The Prime Contractor shall:

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- (1) Forward copies of DD254s provided to Subcontractors to the Naval Surface Warfare Center Philadelphia Division (NSWCPD), ATTN: Dorothy Morton (Security, Code 1051).
- (2) Direct the Subcontractor to obtain approval, through the prime Contractor, for the public release of information received or generated by the sub through the prime Contractor.
- (3) Submit the Subcontractor's request for public release through the technical point of contact identified on the DD 254.

The Prime Contractor shall abide by the following requirements as specified in associated Sections of the DD 254 (Attachment 7):

10j. – THE CONTRACTOR SHALL PROVIDE ADEQUATE PHYSICAL PROTECTION TO THE UNCLASSIFIED (FOR OFFICIAL USE ONLY) INFORMATION SO AS TO PRECLUDE ACCESS BY ANY PERSON OR ENTITY NOT AUTHORIZED BY THE U.S. GOVERNMENT.

11a. – Contract performance is restricted to NSWCPD, PHILADELPHIA, PA and other designated Navy and Department of Defense locations necessary to execute individual Technical Instructions.

11e. – Engineering, AND Technical Support Services for Code 523/Division 52.

PER SECNAVINST 5510.36, ALL NEWLY GENERATED TECHNICAL DOCUMENTS CLASSIFIED AND/OR UNCLASSIFIED WILL BE ASSIGNED A DISTRIBUTION STATEMENT.

NOTE: CLASSIFIED AND/OR UNCLASSIFIED MATERIAL WHICH IS MARKED : "NOT RELEASEABLE TO FOREIGN NATIONS" (NOFORN OR NF) MAY NOT BE RELEASED IN ANY FORM TO FOREIGN GOVERNMENTS, FOREIGN NATIONS, NON-U.S. CITIZENS OR ANYONE REPRESENTING A FOREIGN GOVERNMENT OR FOREIGN PRIVATE INTEREST WITHOUT THE PERMISSION OF THE ORIGINATOR.

6. PLACE OF PERFORMANCE

6.1 Performance will occur at the following Government sites: Philadelphia, PA; Norfolk, VA; Washington, D.C.; Los Angeles, CA; San Diego, CA; Pearl Harbor, PA; Yokosuka, Japan; and Rota, Spain. Approximately eighty (80) percent of the work will be performed at the Government sites.

6.1.1 Government will provide office space and phones/fax machines/computers/printers and phone/network connections for up to six Contractor personnel under this Task Order.

6.1.2 The specific location(s) will be provided at the time of issuance of the Technical Instruction. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than three business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

6.1.3 Access to Government buildings at Naval Surface Warfare Center Philadelphia Division is from 0600 to 1800 Monday through Friday, except Federal holidays. Normal work hours are from 0600 to 1800, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor employee(s) are performing work under this Task Order. Contractor personnel are not allowed to access any Government buildings at NSWCPD outside the hours of 0500 to 1930 without the express approval of the Procuring Contracting Officer (PCO).

6.1.4 Early Dismissal and Closure of Government Facilities

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow its own company policies

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regarding leave. Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

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

7. TRAVEL

The Contractor may be required to travel from the primary performance location when supporting this requirement. The estimated number of trips per year is outlined below, and it is estimated that one person per trip is required. Travel in support of this requirement is anticipated to include, but may not be limited to, the following alternate performance locations:

ORIGIN	DESTINATION	Number of Days/Trip	Number of Trips
Philadelphia	Naval Station, Norfolk, VA	7	4
Philadelphia	Los Angeles, CA	5	2
Philadelphia	Washington, D.C.	2	4
Philadelphia	Naval Station, San Diego, CA	7	4
San Diego	Ship Repair Facility (SRF) and Combined Fleet Activities (CFAY), Yokosuka, Japan	10	4
Norfolk	Rota, Spain	7	2
San Diego	Naval Station Pearl Harbor, HI	8	4

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

All travel shall be conducted in accordance with FAR 31.205-46, Travel Costs, and HQ B-2-0020 Travel Cost – Alt I (NAVSEA) and shall be pre-approved by the COR. The Contractor will be authorized travel expenses and will be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46 Travel Costs. The Contractor shall submit travel reports in accordance with DI-MGMT-81943 (CDRL A002).

Travel Costs

The Government shall reimburse the Contractor (and its Subcontractors) at a reduced reimbursement rate from the current “maximum per diem” rates for lodging, meals, and incidentals, referenced in FAR 31.205-46(a)(2), for any employees, purchased labor, consultants, etc. assigned to a temporary duty station (TDY) in excess of 30 days in one location. This

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applies to both CONUS and OCONUS travel. The current "maximum per diem" rates are set forth in the (i) Federal Travel Regulations for travel in the Continental United States; (ii) Joint Travel Regulations for Overseas Non-Foreign areas (e.g., Alaska, Hawaii, Guam, Puerto Rico, etc.); and (ii) Department of State (DOS) prescribed rates for foreign overseas locations.

When proposed travel is in excess of 30 consecutive days, but less than 180 consecutive days, the Government shall limit reimbursement of Contractor (and Subcontractor) travel costs, on a flat rate basis, to 75 percent of the per diem rate for the TDY locality at the time of travel (lodging, meals, and incidentals) for each full day, long-term TDY of 31 to 180 days. For travel lasting in excess of 180 days, the Government shall limit reimbursement of Contractor (and Subcontractor) travel costs, on a flat rate basis, to 55 percent of the per diem rates of the TDY locality at the time of travel for each full day.

8.0 GOVERNMENT FURNISHED PROPERTY

Not applicable

9.0 GOVERNMENT FURNISHED INFORMATION

Not applicable

10. PURCHASES

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$3,500 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request and supporting documentation shall be submitted via email to the Contracting Officer and the Contracting Officer's Representative (COR) it shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. Provide copies of price estimates from at least 2 vendors.

Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the PCO for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

11. PERSONNEL

11.1 Personnel Requirements. All persons proposed in key and non-key labor categories shall be U.S. citizens holding at least a current SECRET clearance, or ability to obtain one.

Clause 52.222-2 "Payment for Overtime Premiums" will provide for the total dollar approved amount of overtime or will state "zero" if not approved. If overtime premium has not been approved under this contract in accordance with Clause 52.222-2, overtime effort to be performed shall be requested from the Contracting Officer prior to performance of the overtime. For overtime premium costs to be allowable costs; the Contracting Officer is required to approved the performance of overtime prior to the actual performance of overtime.

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The Level of Effort for the performance of the resultant Task Order is based on the following labor categories and hours per year:

Title	eCRAFT Code	Key	Resumes Required	Hours	Overtime Hours
MANAGER, PROGRAM/PROJECT II	MANP2	Yes	1	400	0
TECHNICIAN, ENGINEERING III	30083	Yes	3	5760	600
ENGINEER, ELECTRICAL/ELECTRONICS III	EE3	No	0	1920	100
ENGINEER, COMPUTER II	EC2	No	0	1920	100
CLERK, GENERAL II	01112	No	0	400	0

Navy Information Assurance (IA) Workforce Requirements:

In accordance with Department of the Navy Cyberspace Information Technology and Cybersecurity Workforce Management and Qualification Manual SECNAV M-5239.2, all Contractor-personnel in performance of this SOW shall satisfy the requirements stated in Table 1 below.

Task Area	Labor Category	Specialty Code	Proficiency Level	Baseline Qualification	Operating System/ Computing Environment (OS/CE) Qualification	Continuing Professional Education (CPE) Req'ts
3.2	TECHNICIAN, ENGINEERING III	44	Expert	CISSP or CASP or ENSA or Bachelor or Graduate Degree from accredited University or CNSSI or NTSSI 4015 or 4016	Directed by the Privileged Access Agreement	40 CPEs Annually
3.1, 3.2	ENGINEER, ELECTRICAL/ ELECTRONICS III	44	Expert	CISSP or CASP or ENSA or Bachelor or Graduate Degree from accredited University or CNSSI or NTSSI 4015 or 4016	Directed by the Privileged Access Agreement	40 CPEs Annually
3.1, 3.2	ENGINEER, COMPUTER II	44	Expert	CISSP or CASP or ENSA or Bachelor or Graduate Degree from accredited University or CNSSI or NTSSI 4015 or 4016	Directed by the Privileged Access Agreement	40 CPEs Annually

Information Assurance Functions and Personnel Requirements Note:

Ensure that if you have any labor categories that will be performing Information Assurance (IA) Requirements, including contractors who will be in the Cybersecurity (CS) workforce, you must identify the required security, certifications, education, and training for EACH labor category. Reference DFARS Clause 252.239-7001, DoD 8750.01-M "Information Workforce Improvement Program", DoD 8140.01 "Cyberspace Workforce Management", and SECNAV M-5239.2 "Cyberspace Information Technology and Cybersecurity Workforce Management and Qualification Manual".

11.1.1 Key Personnel

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The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Task Order in accordance with Clause 52.237-3 Continuity of Services (Jan 1991) in the basic SeaPort-e contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The following labor categories are designated as the target Key Personnel for this contract. Additional non-key personnel may also be utilized in these labor categories as tasking requires. Resumes will be submitted for each category in the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category. The proposed combined expertise of all proposed key personnel shall cover at a minimum all requirements for task areas 3.1 and 3.2 in the performance work statement.

The Contractor shall provide individuals to fill the key positions identified below:

Technician, Engineering III (three resumes required, one each for the Norfolk-site, San Diego-site & Philadelphia-site):

Minimum Education: High School Diploma.

Target Experience: Three (3) years of experience in the operation, maintenance and testing of U.S. Navy interior communications systems, networks and/or network user systems, with at least one (1) year experience in the operation, maintenance and/or testing of the USQ-82 family of shipboard mission critical networks. Has provided at least one (1) year of technical expertise to customers, users or Navy personnel at Navy homeports with a high degree of independence. Supported systems designs and the development, implementation, installation, testing, modification and/or operation of complex equipment and systems.

Manager, Program/Project II (MANP2) (one resume required)

Target Education: Bachelor's degree in any technical or managerial discipline from an accredited college or university.

Minimum Experience: Ten (10) years professional experience in program/project management.

11.1.2 Non-Key Personnel

All non-key personnel performing under this Task Order shall meet the Government's minimum requirements.

Although resumes for "Non-Key Personnel" are not required, Offerors must fully demonstrate their ability to provide the non-key personnel listed below who meet the requirements that follow. The Contractor shall certify in their proposal that they have these non-key personnel and provide a statement as to their ability to supply the personnel with the experience required to perform the efforts specified in the performance work statement. The Contractor shall provide individuals to fill the non-key positions identified below:

Engineer, Electrical/Electronics III:

Minimum Education: Bachelor's degree in Engineering from an accredited college or university.

Minimum Experience: Ten (10) years of experience in systems engineering, controls systems and/or networks. Has demonstrated the ability to independently apply complex engineering concepts to systems or network design, testing, troubleshooting and lifecycle maintenance requirements.

Engineer, Computer II:

Minimum Education: Bachelor's degree in Engineering from an accredited college or university.

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Minimum Experience: Five (5) years of experience in systems engineering, controls systems and/or networks with a focus on software development. Has demonstrated the ability to independently apply complex engineering concepts or software engineering concepts to systems or network design, testing, troubleshooting and lifecycle maintenance requirements

Clerk, General II:

Minimum Education: High school/vocational school degree or GED certificate

Minimum Experience: Three (3) years of experience. Work requires thorough familiarity with the work unit. Selects appropriate methods from a wide variety of procedures or makes adaptations or interpretations of a limited number of substantive guides. May perform general clerical duties, bookkeeping, or other administrative tasks, including analysis of data. These tasks may often vary in type or sequence. Classifies and indexes file material such as correspondence, reports and technical documents in an established filing system containing a number of varied subject matter files. Significant problems are referred to others.

12.0 ENTERPRISE-WIDE CONTRACTING MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this Task Order for the Cybersecure Machinery Control Systems via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

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

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

13.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM

(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. The eCRAFT Reports must use the standardized labor categories identified in Section C - Statement of Work. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

(c) The Contracting Officer may require supporting accounting system reports based on the review of the invoice documentation submitted to eCRAFT such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent).

(d) The Contractor shall submit its reports on the same day it submits an invoice in iRAPT. The costs reflected in eCRAFT shall be the same as those in iRAPT. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

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(e) The eCRAFT Periodic Report Utility (ePRU) is an Excel tool used to facilitate generating reports of expenditures-against-cost contracts. The generated XML files will then be submitted by the ePRU tool via email to NUWC_NPT_eCRAFT.FCT@navy.mil for submission into the eCRAFT Database Management System. The ePRU spreadsheet and user manual can be obtained from the NUWC Division Newport Contracts Home Page under eCRAFT information at: [http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC Newport/Partnerships/Commercial-Contracts /Information-eCraft](http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC%20Newport/Partnerships/Commercial-Contracts/Information-eCraft).

14.0 SPECIAL REQUIREMENTS

Not applicable.

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

The data to be furnished here under shall be prepared in accordance with the Contract Data Requirements Lists (CDRL), DD Form 1423, Exhibit A, attached hereto.

CDRL No.	Title	Data Item Description
A001	Contract Status Report	DI-MGMT-81991
A002	Travel/Trip Report	DI-MISC-81943
A003	Contractor's Personnel Roster	DI-MGMT-81834A

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 **EHS Technologies Corporation Proposal dated 24 May 2018** in response to NAVSEA Solicitation No. **N64498-18-R-3036**.

(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-2-0031 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) – ALTERNATE I (NAVSEA) (SEP 2009)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship

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construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract guidance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2) or "CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS" (FAR 52.243-3).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or

(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

(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.

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 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.

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

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

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

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

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

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

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

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

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

The support contractor not disclose any information;

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

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

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

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

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

**PD-C01-ON-SITE SAFETY AND ENVIRONMENTAL AWARENESS TRAINING (SEPTEMBER 2017)
(NSWCPD)**

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

(b) The Contractor shall ensure that each Contractor employee reads the documents entitled, "Philadelphia Division Environmental Policy and Commitment" and "Philadelphia Division Occupational Safety and Health Policy Statement" within 30 days of commencing performance at Naval Surface Warfare Center Philadelphia Division (NSWCPD). These documents are available at:

<https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

(c) The Contractor shall ensure that each Contractor employee who will be resident at NSWCPD completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCPD. This document is available at:

<https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

(d) The Contractor shall certify by e-mail to Paul Breeden (paul.breeden@navy.mil) that on-site employees have read the "Philadelphia Division Environmental Policy and Commitment" and taken the EMS Awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employee name, work site, and Contract No.

(e) The Contractor shall ensure that each Contractor employee who will be resident at NSWCPD completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NSWCPD. This document is available at:

<https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

(f) The Contractor shall certify by e-mail to Al D'Imperio (albert.dimperio@navy.mil) that employees have read the "Philadelphia Division Occupational Safety and Health Policy Statement" and taken the VPP awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employees name, work site, and Contract No.

(g) The Contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWCPD for review by the OSH Office (Al D'Imperio). If a Contractor's injury/illness rates are above the Bureau of Labor Statistics Industry standards, a safety assessment will be performed by the OSH Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment (PPE) or training will be required.

(h) The Contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are customarily posted immediately upon commencing performance at NSWCPD.

(i) Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years within 30 days of commencing performance at NSWCPD for review by the OSH Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and were not directly supervised in day-to-day activities by the command.

(j) The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCPD to the OSH Office.

(k) The Contractor shall ensure that all Contractor work at NSWCPD is in accordance with the OSH Program Manual (NAVSSSINST 5100.14). The OSH Program Manual is available at:

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<https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

Note:

- 1) Contractors must request an "iNAVY" account to access the documents online. Instructions are as follows:
 - a. <https://inavy.accessrequest.portal.navy.mil/>
 - b. select EMAIL Certificate<<<<-----
 - c. select Association (CIV, CTR or MILITARY)
 - d. enter work phone number
 - e. UIC number: 64498 (entering this will auto-populate the next box to "NSWC Philadelphia") – then hit "NEXT"
 - f. sponsor: NAVSEA

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SECTION D PACKAGING AND MARKING

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 No.N00178-14-D-7703
- (3) Task Order No. N64498-19-F-3000
- (4) sponsor: (To be specified on each individual Technical Instruction)
(Name of Individual Sponsor)
(To be specified on each individual Technical Instruction)
(Name of Requiring Activity)
(To be specified on each individual Technical Instruction)
(City and State)

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

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SECTION E INSPECTION AND ACCEPTANCE

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

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA

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

(End of Text)

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

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

(End of Text)

The following clause and provision applies:

52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	2/26/2019 - 2/25/2020
7001	2/27/2019 - 8/23/2019
7002	2/27/2019 - 8/23/2019
7003	2/27/2019 - 12/31/2020
9000	2/26/2019 - 2/25/2020
9001	2/27/2019 - 8/23/2019
9002	2/27/2019 - 8/23/2019
9003	2/27/2019 - 12/31/2019

CLIN - DELIVERIES OR PERFORMANCE

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

7000	2/26/2019 - 2/25/2020
9000	2/26/2019 - 2/25/2020

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

7200	2/26/2020 - 2/25/2021
7400	2/26/2021 - 2/25/2022
7600	2/26/2022 - 2/25/2023
7800	2/26/2023 - 2/25/2024
9200	2/26/2020 - 2/25/2021
9400	2/26/2021 - 2/25/2022
9600	2/26/2022 - 2/25/2023
9800	2/26/2023 - 2/25/2024

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SECTION G CONTRACT ADMINISTRATION DATA

252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE. (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

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 Work Flow (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 Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

Combo

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

Destination

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N64498
Admin DoDAAC	S3915A
Inspect By DoDAAC	N64498
Ship To Code	N64498
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N64498
Service Acceptor (DoDAAC)	N64498
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD

(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 thee-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

TBD

(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:

N64498 - Kimberly Villano; email:Kimberly.Villano@navy.mil ; 215.897-2433

GAM Mailbox - email: NSWCPD_WAWF_GAM@navy.mil

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

(End of clause)

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HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

(a) The COR for this contract is:

Name: [REDACTED]

Mailing Address:

Naval Surface Warfare Center, Philadelphia Division

5101 S. 18th Street

Philadelphia, PA 19112

Code: **5021**

E-mail address: [REDACTED]

Telephone Number: [REDACTED]

(b) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR. The Alternate COR for this contract is:

Name: **TBD**

Mailing Address:

Code:

E-mail address:

Telephone Number:

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICER REPRESENTATIVE: John Woodland

NAVAL SURFACE WARFARE CENTER PHILADELPHIA DIVISION

5001 SOUTH BROAD STREET, BLDG. 4

PHILADELPHIA, PA 19112

215-897-7767

john.woodland@navy.mil

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,

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SEA 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **56,000** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (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 **215** hours per week. It is understood and agreed that the rate of man hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency(DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3)

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

(End of Text)

5252.232-9104 ALLOTMENT OF FUNDS (JAN2008)

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

	ESTIMATED ALLOTTED TO COST (\$)	ESTIMATED ALLOTTED TO FEE (\$)	TOTAL AMOUNT ALLOTTED (\$)	ESTIMATED PERIOD OF PERFORMANCE
████	██████████	██████████	██████████	██████████ ██████████
████	██████████	██████████	██████████	██████████ ██████████
████	██████████	██████████	██████████	██████████ ██████████
████	██████████	████	██████████	██████████ ██████████
████	██████████	████	██████████	██████████ ██████████
████	██████████	████	██████████	██████████ ██████████

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall

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state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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

(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.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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

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(End of Text)

PD-H04 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (NOV 2017)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated T3 by the Department of the Navy, Central Adjudication Facility (DOD CAF). Investigations should be completed using the SF-86 Form and the SF-87 finger print card. An interim clearance may be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS) in accordance with the NISPOM (DOD Instruction 5220.2M). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will terminated.

For Common Access Card (CAC) card personnel shall have a completed or open investigation that has been favorably adjudicated or a final security clearance. Only Contractor personnel that require access to a DoD system that is CAC enabled will be issued a CAC card as documented in the DD 1172-2. Contractors will not be issued CAC cards for the sole purpose of gaining access to Government facilities.

b. Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors must bring the ID that is listed on the I-9 form to the NSWCPD Security Officer at the time of badge request to verify U.S. citizenship.

c. A T1 investigations will be completed on any Contractor that does not have a favorable adjudicated investigation in JPAS and is requesting swipe/non-swipe access to our buildings in excess of 120 days. Any Contractor that has unfavorable information that has not been favorably adjudicated by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.

d. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including Subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The Contractor shall provide each employee's first name, last name, Contract No., the NSWCPD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

e. Once contract performance is complete the Contractor shall return the CAC card to the COR. If the Contractor will be performing services for NSWCPD under a different DoD issued contract, the COR may authorize the Contractor to retain the CAC card until those services are complete. Notification to the NSWCPD Security Office must be provided via by the COR via an email with Contractors name and the new Contract No.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

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

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor". (c) GIDEP materials, software and information are available without charge from:

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GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

(End of Text)

**5252.237-9106 (A) SUBSTITUTION OF PERSONNEL-KEY AND NON-KEY (PD-H05) (JAN 2018)
(NSWCPD)**

a. In accordance with "5252.237-9106 Substitution of Personnel (SEP 1990)", the list of Key Personnel for this award is as follows:

LABOR CATEGORIES

1. MANAGER, PROGRAM/PROJECT II
2. TECHNICIAN, ENGINEERING III

b. In accordance with Clause 5252.237-9106, no substitution shall be made without prior notification to, and concurrence of, the Contracting Officer in accordance with this requirement for the key personnel identified in Paragraph (a) above. Contractors shall also obtain approval for personnel to perform hours associated with key labor categories prior to contract performance. Contractors shall submit requests for review at least two weeks prior to the intended start date of the proposed substitute/addition.

The following information shall be submitted for any proposed substitutions of key personnel or personnel who will be performing hours associated with key labor categories:

(1) Explanation of the circumstances necessitating the substitution/addition; (2) Explanation as to why the proposed substitute/addition is considered to have equal or better qualifications than the person being replaced; (3) Resume of the proposed substitute/addition; (4) Payroll record of the proposed replacement; and (5) Any other information substantiating the difference in cost.

c. In addition, Contractors shall notify the Contracting Officer for substitutions of non-key personnel where the proposed substitution has a direct labor rate greater than 10% of the original employee proposed or the rate proposed for that labor category.

The following information shall be submitted for any proposed substitutions of any non-key personnel proposed, where the labor rate is greater than 10% of the proposed rate:

(1) Explanation of the circumstances necessitating the substitution; (2) Payroll record of the proposed replacement; and (3) Any other information substantiating the difference in cost.

(End of Text)

PD-H06 - OMBUDSMAN DESCRIPTION (FEB 2016)

The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCPD Ombudsman will review complaints from the Contractors and ensure that all Contractors are afforded a fair opportunity to be considered, consistent

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with the procedures in the contract. Complaints to the NSWCPD Ombudsman must be forwarded to:

Mr. Gerald Furey
Email: Gerald.Furey@navy.mil
Telephone: 215-897-1348

(End of Text)

**PD-H07 MAXIMUM SUBCONTRACTOR PASS-THROUGH (SAVINGS CLAUSE) (NOV 2017)
(NAVSEA)**

The proposed pass through rate is [REDACTED]. A pass through rate not to exceed [REDACTED] may be proposed. The pass through rate will be incorporated at time of award.

(a) Maximum Pass-Through Rates

The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where Subcontractor labor is proposed under this contract shall not exceed ([REDACTED])%. For purposes of calculating the Prime Contractor pass-through rate that may be applied to Subcontractor labor costs, the pass-through rate is defined as the cumulative amount of the two elements listed below divided by the price paid for the Subcontractor labor costs (including Subcontractor fee) to the Subcontractor or vendor:

(1) Any and all Prime Contractor indirect costs including, but not limited to, program management, subcontract management, invoice processing, Quality Assurance, overhead, material handling charges, G&A, burdens and mark-ups; and 2) Any and all Prime Contractor fee* .

*For purposes of this clause, "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. The Prime Contractor may not apply any additional fees or burdens on the elements of pass through.

For purposes of the maximum Prime Contractor pass-through, any effort provided by any division, subdivisions, subsidiaries, or affiliates of the Prime Contractor under a common control shall not be considered subcontracted effort and all fee must be provided at the prime level subject to the limitations specified in this contract.

(b) Maximum Fee Rate - (Applicable to Cost-Plus-Fixed-Fee Orders Only) The Prime Contractor's maximum fee rate being proposed at the order level shall flow down to all its proposed cost-type Subcontractors/vendors. Subcontractor fee rates may be less than the prime Contractor's maximum fee rate, but cannot exceed the fee rate proposed by the prime of (fill in at time of award)%.

(c) Other Direct Costs (ODCs)

No fee is allowed on ODCs or the loadings applied to ODCs. Only Indirect cost elements such as G&A and Material Handling may be applied to ODCs, but may not include fee.

(End of text)

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SECTION I CONTRACT CLAUSES

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.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
7000/7200/7400/7600/7800	15 Days before the end of the Period of Performance
9000/9200/9400/9600/9800	15 Days before the end of the Period of Performance

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

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

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **4,000 hours** or the overtime premium is paid for work --

- 1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

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

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

(End of Clause)

52.244-2 SUBCONTRACTS (Oct 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE PROPOSAL FOR THE PERFORMANCE OF SERVICES

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

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

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

(iii) Identification of the proposed subcontractor.

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- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
 - (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
 - (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
 - (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
 - (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
 - (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

ALL SUBCONTRACT AND TEAMING AGREEMENTS SUBMITTED WITH THE PROPOSAL

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(End of Clause)

CLAUSES INCORPORATED BY REFERENCE:

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

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENT (JAN 2017)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN2017)

52.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

52.216-8 FIXED FEE (JUN 2011)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

52.224-3 PRIVACY TRAINING (JAN 2017)

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

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL

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

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

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SECTION J LIST OF ATTACHMENTS

Exhibit A-1 Contract Status Report

Exhibit A-2 Travel/Trip Report

Exhibit A-3 Contractor's Personnel Roster

Attachment 1-TIP-Media Scanning Between Boundaries Security Implementation Guide NSWCPD

Attachment 2-DON CIO Memo

Attachment 3-DoD Instruction (DoDI) 8510.01

Attachment 4-US Navy Afloat Control Systems Cyber Security Classification Guide (SCG), SCG ID# 10-040

Attachment 5-DD Form 254 - Contract Security Classification Specification