

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-11-D-6417		2. DELIVERY ORDER NO. 0002		3. EFFECTIVE DATE 2013 Aug 12		4. PURCH REQUEST NO. See Section G		5. PRIORITY DO-A3	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110				7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR Advanced Integrated Technologies, LLC 2427 Ingleside Rd. Norfolk VA 23513				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 type="checkbox"/> WOMEN-OWNED			
14. SHIP TO See Section D				15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		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.

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

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA BY: XXXXXXXXXX	25. TOTAL \$1,564,770.00	26. DIFFERENCES
	08/12/2013 CONTRACTING/ORDERING OFFICER		

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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
	FINAL		

f. TELEPHONE	g. E-MAIL ADDRESS	31. PAYMENT COMPLETE	34. CHECK NUMBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		PARTIAL	35. BILL OF LADING NO.
		FULL	

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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GENERAL INFORMATION

This Award is made to Advanced Integrated Technologies, LLC on the basis of their proposal to RFP N00024-13-R-3012 dated 2 February 2013 and the negotiations that followed. The following are incorporated into the award.

1. In Section B, the Qty Unit, Est. Cost, Incentive Fee, and CPIF, Minimum Fee, Maximum Fee, Government Overrun Share Line, Government Underrun Share line, Contractor Overrun Share Line, Contractor Underrun Share Line for each CLIN was updated with the negotiated amounts.
2. In Section B.5 Incentive fee, the table was populated.
3. In Section C, Other Direct Costs clause, (c) List of Materials Approved for Purchase, Other Materials = none vice To be determine by Offeror.
4. In Section F, the Period of Performance was changed to correspond with the award date and the Option Years updated for out years.
5. In Section G, in the clause POINTS OF CONTACT FOR THIS ORDER, the COR was identified and contact information provided and the PCO was changed from Linda Kline to Aninze Awanna.
6. In Section G, the List of Approved Subcontractors was identified.
7. In Section G, the clause Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS was added which identifies allowable ODCs and which companies are called Management & Support labor as direct charges.
8. In Section G, the COR was added to the email notification for WAWF. The DODAAC Codes were identified for WAWF.
9. In Section G, PGI 204.7108 was added.
10. In Section H, the clause SAVING INITIATIVES was completed using the information provided in the proposal.
11. In Section H, the clause Ddl-H40 Funding Profile and NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS is updated to reflect the funding provided with the award.
12. In Section H, the clause SEA 5252.216-9122 LEVEL OF EFFORT, the chart in paragraph (a) is completed using information provided in the proposal and entered the fill-ins for (b) and (d). The numbers from the proposal are rounded for administrative efficiency.
13. In Section H, the Desired Qualifications was changed to Qualifications.
14. In Section I, the following clauses were added: 52.222-40, 52.222-50, 252.225-7027, 252.225-7028, 252.227-7013, 252.227-7014, 252.227-7017, and 52.203-16.
14. In Section J, Attachments J.2 - J.7, and J.10 were deleted as these attachments were only applicable to the solicitation. Attachment J.3 ACOR Appointment Memo was deleted because an ACOR has not been identified. Replaced the Attachment J.1 DD254 with the Final DD254 and added Attachment J.4 COR Appointment Memo, Attachment J.5 OCI Mitigation Plan - AIT (Part 1 of 2), and Attachment J.6 OCI Mitigation Plan - GD (Part 2 of 2).

Additional Information:

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a. ACCOUNTING DATA

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

b. Following Task Order Award, the General Information section will be used to summarize the nature of the modification. A conformed copy of this Task Order is issued with each modification. The information conveyed in this section is a part of the instant modification only; it is not incorporated into subsequent conformed copies of this Task Order.

AID: 129710

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4000	H399	BASE YEAR, Fiber Optic Engineering Support IAW Section C, PWS. (TBD)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
400001	H399	Award (O&MN,N)					
400002	H399	Award (SCN)					
4050	H399	BASE YEAR SURGE OPTION, Fiber Optic Engineering Support IAW Section C, PWS. (TBD) Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
6000	H399	BASE YEAR ODCs, Fiber Optic Engineering Support IAW Section C, PWS. (TBD)			
6050	H399	BASE YEAR SURGE OPTION ODCs, Fiber Optic Engineering Support IAW Section C, PWS. (TBD) Option			

For Cost Type Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7100	H399	OPTION YEAR 1, Fiber Optic Engineering					

Support IAW
Section C, PWS.
(TBD)
Option

Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line [REDACTED]
Government Underrun Share Line [REDACTED]

7150 H399 OPTION YEAR 1 [REDACTED] [REDACTED] [REDACTED]
SURGE OPTION,
Fiber Optic
Engineering
Support IAW
Section C, PWS.
(TBD)
Option

Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line [REDACTED]
Government Underrun Share Line [REDACTED]

7200 H399 OPTION YEAR 2, [REDACTED] [REDACTED] [REDACTED]
Fiber Optic
Engineering
Support IAW
Section C, PWS.
(TBD)
Option

Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line [REDACTED]
Government Underrun Share Line [REDACTED]

7300 H399 OPTION YEAR 3 [REDACTED] [REDACTED] [REDACTED]
Award Term, Fiber
Optic Engineering
Support IAW
Section C, PWS.
(TBD)
Option

Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line [REDACTED]
Government Underrun Share Line [REDACTED]

7400 H399 OPTION YEAR 4 [REDACTED] [REDACTED] [REDACTED]
Award Term, Fiber
Optic Engineering
Support IAW
Section C, PWS.
(TBD)
Option

Max Fee [REDACTED]
Min Fee [REDACTED]
Government Overrun Share Line [REDACTED]
Government Underrun Share Line [REDACTED]

7450 H399 OPTION YEAR 4 [REDACTED] [REDACTED] [REDACTED]
SURGE OPTION,
Fiber Optic
Engineering
Support IAW
Section C, PWS.
(TBD)
Option

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Max Fee \$28,180.00
Min Fee \$9,393.00
Government Overrun Share Line 70.0
Government Underrun Share Line 70.0

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
9100	H399	OPTION YEAR 1 ODCs, Fiber Optic Engineering Support IAW Section C, PWS. (TBD) Option			
9150	H399	OPTION YEAR 1 SURGE OPTION ODCs, Fiber Optic Engineering Support IAW Section C, PWS. (TBD) Option			
9200	H399	OPTION YEAR 2 ODCs, Fiber Optic Engineering Support IAW Section C, PWS. (TBD) Option			
9300	H399	OPTION YEAR 3 OPTION ODCs, Fiber Optic Engineering Support IAW Section C, PWS. (TBD) Option			
9400	H399	OPTION YEAR 4 OPTION ODCs, Fiber Optic Engineering Support IAW Section C, PWS. (TBD) Option			
9450	H399	OPTION YEAR 4 SURGE OPTION ODCs, Fiber Optic Engineering Support IAW Section C, PWS. (TBD) Option			

B.1 USE WHOLE DOLLARS ONLY

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government reserves the right to exercise a "Surge Option" CLIN for additional work in accordance with the Performance Work Statement. A Surge Labor CLIN may be exercised without a Surge ODC CLIN, but a Surge ODC CLIN may not be exercised without a Surge Labor CLIN. The Contracting Officer will provide written notice to the contractor at least 30 calendar days prior to exercise of a "Surge Option" CLIN.

CLAUSES INCORPORATED IN FULL TEXT:

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

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

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

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant 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 incident 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 incident to relocation. Relocation costs will only be considered if they are on the allowable ODC list in Section G.

(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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

C.1 BACKGROUND

The Naval Surface Warfare Center Dahlgren Division (NSWCDD) is actively involved in the full life cycle support of fiber optic networking support for the U.S. Navy. This includes Research and Development of new technical capabilities, Ship Construction support for all classes of Navy Warships, and Operations and Maintenance of fielded fiber optic cable systems and plants. Specific current areas of involvement include performance as the Navy's Technical Direction Agent (TDA) for Surface and Subsurface vessel fiber optic applications, In-Service Engineering Agent (ISEA) for NIMTZ Class (CVN), ARLEIGH BURKE (DDG), SAN ANTONIO (LPD-17) class ships and VIRGINIA (VA) class submarines, and engineering manager under the Technical Warrant Holder (TWH) for Combat and Weapon Control Systems Integration for Surface Ships.

C.2 INTRODUCTION

The contractor shall provide engineering and technical support services and products to perform, accomplish, and complete the tasks described herein in support of NSWCDD, Warfare Systems Department – Fiber Optics Section.

C.3 ENGINEERING SUPPORT

One of the key roles of the Warfare Systems Department – Fiber Optics Section is to perform the role of Technical Direction Agent (TDA) for Navy Fiber Optics. The Fiber Optics Section's technical emphasis is on the long term health and supportability of fiber optic technologies in the fleet. Technical approaches must be developed to support the establishment of standardized approaches that are maintainable in line with a clearly articulated maintenance plan. In support of this role the contractor shall perform the following tasks:

C.3.1 The contractor shall research and develop approaches for providing high performance, low cost fiber optic technologies to be fielded across all classes of ships and submarines.

C.3.2 The contractor shall resolve technical issues and provide ongoing technical support to the fleet. The Navy maintenance community, the systems and processes employed, and the key initiatives that may significantly alter this direction in the coming years so as to provide insight and support in the Fiber Optics Section staying ahead of emerging maintenance trends. (CDRL A001)

C.3.3 The contractor shall develop mitigating activities that address the risks that may result from program office decisions in the development of fiber optic based systems. (CDRL A003)

C.3.4 The contractor shall develop system operation and maintenance requirements during the system conceptual design phase and provide recommendations for system specifications comprising complete system technical requirements. (CDRL A003)

C.3.5 The contractor shall coordinate with Navy Shipyards/Planning Yards for improving fiber optic configuration management (CM) efforts on multiple Navy platforms and provide ship visit planning and ship visit documentation (CDRL A003).

C.3.6 The contractor shall develop and maintain metrics related to tracking fiber optic deficiencies discovered during ship visits on multiple platforms (CDRL A004). The contractor shall provide sound technical solutions to any fiber optic deficiencies discovered.

C.3.7 The contractor shall provide engineering, technical and coordination services to support systems equipment installation and technology insertion. The contractor shall provide support for

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the effective application of scientific and engineering efforts to transform validated operational needs into thoroughly defined system configurations through a documented process of requirements definition, functional analysis, synthesis, fabrication, optimization, design, test and evaluation, and installation. The contractor shall perform independent analysis and technical studies and provide technical services in the area of systems calculations and reports. The contractor shall conduct system feasibility analysis during conceptual design phase including the definition of top-level system requirements through trade-off analysis (CDRL A001).

C.3.8 The contractor shall perform Cost Benefit Analysis (CBA) and Business Case Analysis (BCA) to support process improvement, development of new fiber optic technology, and fiber optic technology trade-offs (CDRL A005).

C.4 PLATFORM ENGINEERING AND DIRECT FLEET SUPPORT

C.4.1 The contractor shall provide subject matter expertise in the areas of fleet logistics, test equipment support and procedures, and in depth experience working with the Type Commander (TYCOM) maintenance offices, shipyard/planning yard maintenance offices, regional maintenance operations, and shipboard maintenance personnel (CDRL A001).

C.4.2 The contractor shall provide direct fleet support and conduct technical ship visits and assessments for multiple ship platforms such as CVNs, LPDs, DDGs, and VA Class Submarines. The contractor shall provide platform teams (at minimum one (1) Platform Engineering Team Lead and one (1) Platform Engineer) on each coast, in Norfolk and in San Diego (CDRL A001).

(NOTE - Additional team locations may be added in the option periods.)

C.4.3 The contractor shall coordinate with site maintenance coordinators and the Navy maintenance community to support the scheduling and streamline the coordination of all ship and fleet activity interactions between the Fiber Optics Section and those activities. As the face of the In-Service Engineering Agent (ISEA) on the waterfront, a demonstrated reliable, proactive, and innovative ability to protect the government's interest is vital (CDRL A001).

C.4.4 The contractor shall conduct material assessments of the Fiber Optic Cable Plants (FOCP) on all ship platforms with deployed fiber optic capabilities in support of the Fiber Optics Section (CDRL A001).

C.4.5 The contractor shall assess ship's force capability for fiber optic repair, provide fiber optic technology familiarization sessions, inform ship's force with FOCP access processes/controls, inform ship's force about FOCP configuration management documents, and provide over-the-shoulder support to ship's force as they troubleshoot fiber optic issues or conduct fiber optic repairs on multiple Navy platforms (CDRL A001, CDRL A002).

C.4.6 The contractor shall provide engineering, technical, coordination, quality, verification and validation services to support systems equipment installation and technology insertion (CDRL A001).

C.4.7 The contractor shall conduct technical visits, assessments and meet fleet emergent needs to ensure fleet operational requirements are met when potential scheduling conflicts arise (CDRL A001, CDRL A002).

C.4.8 The contractor shall develop and provide Ship visit/FOCP assessment plans for each ship visit/FOCP assessment. The contractor shall also develop and provide plans of action and milestones (POA&Ms) and Work Authorization Forms (WAFs) to conduct Navy shipboard work as required by the most recent version of the Joint Fleet Maintenance Manual (JFMM) - Commander,

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Fleet Forces Command Instruction 4790.3 (COMFLTFORCOMINST 4790.3) (CDRL A007, CDRL 014, CDRL 015).

C.5 FIBER OPTIC SUPPORT

C.5.1 The contractor shall provide fiber optic support services at the Naval Surface Warfare Center, Dahlgren Division in Dahlgren, Virginia. This effort will require on site personnel at NSWCDD, Dahlgren, VA.

C.5.2 The contractor shall use and enforce the use of approved/qualified shipboard fiber optic components in accordance with Navy recommended fiber optic components parts list and Qualified Product Database (QPD). The contractor shall procure, fabricate, configure, and repair various fiber optic components in accordance with U.S. Navy shipboard standard methods. The contractor shall provide training to junior personnel with respect to fabricating, configuring, and repairing various fiber optic components. The contractor shall provide technical assistance to all fiber optic engineers in the Fiber Optic Section to meet sponsor initiatives.

C.5.3 The contractor shall use safety initiatives in working with hazardous materials pertaining to the procurement, fabrication, configuration, and repair of fiber optic components. The contractor shall use Material Safety Data Sheets (MSDS) among other critical safety documents to ensure proper precautions are adhered to while working in the Fiber Optic Lab. The contractor shall manage the inventory of fiber optic tools, materials, and consumables that are available in the Fiber Optic Lab. The contractor shall provide guidance to the Government on what inventory items are deficient and require replenishment. The contractor shall use and enforce the use of Navy approved fiber optic test equipment. The contractor shall coordinate the calibration of fiber optic test equipment. The contractor shall organize fiber optic safety training with safety personnel at NSWCDD.

C.6 WEBSITE & DATA MANAGEMENT

C.6.1 The contractor shall manage the Fiber Optic Website to include making design modifications, implementing security patches, providing data updates, and tracking personnel access to the website. This effort will require on site personnel at NSWCDD, Dahlgren, VA.

C.6.2 The contractor shall maintain the Recommended Fiber Optic Components Parts List to include updating qualified and approved fiber optic components, updating points of contact for each company identified on the parts list, and updating technical content.

C.6.3 The contractor shall manage, coordinate, and track open actions for military fiber optic component specifications and standards.

NOTE - The person providing this support shall hold and maintain a valid professional certification in DOD 8570, Linux+, and Security+.

C.7 REPAIR SUPPORT

C.7.1 The contractor shall be certified by NAVSEA to conduct fiber optic repairs on naval vessels. The contractor shall use qualified and approved Navy shipboard fiber optic components during repairs (CDRL A001).

C.7.2 The contractor shall perform repairs on fiber optic systems in the event damage is incurred to the fiber optic components by the ISEA team conducting technical visits and/or assessments. The contractor shall perform these repairs within 72 hours (96 hours for Outside [the] Contiguous United

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States (OCONUS)) of being notified by the ISEA team (CDRL A001).

C.8 TRAINING SUPPORT

C.8.1 The contractor shall provide training support services to include developing training processes, techniques, and material as necessary to support fiber optic component training on emerging fiber optic technologies across multiple ship platforms.

C.8.2 The contractor shall develop or assess training plans for emerging technical areas of fiber optics, expansion and application of training requirements to the installation activities and organizations conducting fiber optic installations, or other areas as determined to be advantageous to the long term health and support of fiber optics in the fleet.

C.9 PROJECT MANAGEMENT & ADMINISTRATIVE SUPPORT

C.9.1 The contractor shall provide technical and administrative support to a variety of engineering efforts. The contractor shall attend meetings and conferences with other contractors and government agencies. The contractor shall provide administrative and library support. This support shall include maintenance and tracking of project materials, receipt and transmittal of project materials, generation of reports and presentations, product quality assurance, configuration management, and general administrative support (CDRL A008).

C.9.2 The contractor shall support the Fiber Optic Section by scheduling, coordinating and participating in team meetings, recommending process improvements, assisting in managing agendas, facilitating topic closures, and recording and implementing decisions/actions. The contractor shall attend briefings and meetings, draft detailed notes and action items, and compose and distribute minutes documenting action items, discussions, and decisions reached (CDRL A008).

C.9.3 The contractor shall support the Fiber Optic Section in the preparation of documentation for studies, test events and engineering efforts. The Contractor shall perform business-program management, and administrative functions required to accomplish the technical objectives of this task. This shall include maintaining technical, financial, planning, and the scheduling and schedule status of the tasks assigned.

C.9.4 The contractor shall support organizational development, performance improvement, strategic planning, and risk assessment.

C.9.5 The contractor shall provide cost estimates (CDRL A009).

C.9.6 The contractor shall provide technical briefs, technical reports, and document test event and working group results (CDRL A006).

C.9.7 The contractor shall provide a web-based information system capable of exchanging technical data between the Fiber Optics Section and the contractor.

C.9.8 The contractor shall provide all data collected during ship visits/assessments, engineering studies/services, and all data used in developing technical reports, test plans, and cost analysis (CDRL A010).

C.10 DATA DELIVERABLES

A Contract Data Requirements List (CDRL) for this requirement is provided as Exhibit A. Specific titles, frequency, due dates, distribution, and other special requirements may be included in

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Technical Instructions/Plan of Action and Milestones (POA&M). CDRLs shall be delivered electronically unless otherwise stated and while contractor's format is acceptable, Government's approval is required from the COR.

CDRL	Title	Subtitle
A001	Contracting Officer's Management Report	
A002	Technical Report - Study/Services	Ship Visit/Trip Report
A003	Technical Report - Study/Services	Study/Services Engineering Studies Report
A004	Technical Report - Study/Services	Metrics Report
A005	Technical Report - Study/Services	Business Case Analysis and Cost Benefit Analysis
A006	Briefing Materia	
A007	Integrated Master Schedule (IMS)	Ship Visit/FOCP Assessment Plans
A008	Conference Minutes	Record of Meeting Minutes
A009	Technical Report - Study/Services	Cost Estimate
A010	Technical Report - Study/Services	Data Collection
A011	Technical Report - Study/Services	In Progress Review
A012	Technical Report - Study/Services	Plan of Action & Milestones
A013	Technical Report - Study/Services	Quality Assurance Surveillance Plan Self Assessment
A014	Integrated Master Schedule (IMS)	Plan of Action & Milestones Plan
A015	Integrated Master Schedule (IMS)	Work Authorization Forms

C.11 CONTRACTOR'S OFFICER'S MANAGEMENT REPORT (CDRL A001)

The Contractor shall provide a monthly progress report electronically in accordance with DI-MGMT 81864 (CDRL A001). This report shall reflect both prime and subcontractor data if applicable at the same level of detail. The Contracting Officer's Representative (COR) shall monitor all monthly costs and provide appropriate notification to the Contracting Officer whenever costs are in question.

C.12 LABOR TRIPWIRE JUSTIFICATIONS

(a) The contractor shall advise the COR and the Contract Specialist, by e-mail, if the pending addition of any individual (Key or non-Key) will be at a fully loaded (through target fee) labor rate that exceeds the labor tripwire amount. The contractor may not proceed with the addition until he is advised by the Contract Specialist that the request has been approved.

(b) The contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order/Technical Instruction. If the individual is a subcontractor or consultant, the rate build-up shall include the

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prime contractor's pass through rate.

(b) Currently, the annualized labor tripwire is \$260,000 per year, regardless of the number of labor hours the proposed individual will work. The contractor will be advised of any changes to this tripwire level that occur during performance.

C.13 IN-PROCESS REVIEWS (CDRL A011)

The Contractor shall conduct an In-Process Review (IPR) with the Contracting Officer Representative (COR), Contracting Officer (CO), and Contract Specialist (CS) every six months and other NSWCCD personnel designated by the COR upon NSWCCD request. This review shall be documented in a report, which shall include as least the following:

- a. Current and cumulative expenditures in both hours and dollars. Labor hours shall be presented by labor category. Personnel charging to the task shall be identified. An analysis shall be presented which compares proposed and actual amounts. Significant variances shall be explained.
- b. Travel performed, including identification of element, number of days, purpose of travel, dates of travel, destination, names of travelers, and a summary of the results of the trip.

Performance review:

- a. Action Item status
- b. Contract Data Requirement List (CDRL) item status to include a listing of items delivered
- c. Accomplishments
- d. Problems
- e. Schedule

Minutes and action items shall be produced and distributed by the Contractor.

C.14 PLAN OF ACTION AND MILESTONES (POA&M) (CDRL A012)

The Contractor shall develop a POA&M for each work element. The POA&M shall be signed by the Contractor and the Government. The signed POA&M shall be provided electronically to the Contract Specialist, the COR/ACOR, and the appropriate Government Subject Matter Expert within forty-five (45) calendar days after issuance of the order. Thereafter, plans shall be updated bi-annually or as needed for each CLIN. While Contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M.

- a. Date POA&M prepared/ revised
- b. Work Area (number and title)
- c. Revision number if applicable
- d. Contract and Task Order Number
- e. POA&M Period Of Performance
- f. Contractor Interfaces/Points Of Contact (technical area)
- g. Government Interfaces/POC/Subject Matter Expert (SME)
- h. Estimated labor hours and total cost (including fee)
- i. Work summary – to include tasking for the year
- j. SubContractors identified by name
- k. Travel

GOVERNMENT PROVIDED SPACE

The Government will provide the following workspace to the Contractor at task order start up, as

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specified below:

PWS Reference	Location	Labor Category	No. of Persons
C.5.1	NSWCDD, Dahlgren, VA	Fiber Optic Lab Technician	1
C.6.1	NSWCDD, Dahlgren, VA	Technical Analyst	1

MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by the start date of contract performance. In addition, mandatory requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

Requirement 1: Personnel Security Clearance –All technical* personnel working this task order must possess a minimum SECRET level security clearance. In addition, cable plant assessment teams shall be able to be granted Naval Nuclear Propulsion Information (NNPI) access when conducting ship visits. Maintaining and generating NNPI data under this PWS will not be conducted, however storing NNPI data under this PWS may be conducted.

Requirement 2: Facility Security Clearance – The Prime contractor’s facility(s) or the subcontractor’s facility(s) shall be cleared at the SECRET level for processing and storage/ safeguarding for each homeport location.

Requirement 3: OCI Certification/Mitigation plan – The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential organizational conflict of interest. The certification and/or mitigation plan shall cover all team members.

* Technical Personnel is defined as personnel providing direct technical support; this excludes general administrative personnel. The technical personnel for this requirement includes the individuals performing in the Key Personnel and Non-Key Personnel labor categories as listed in Section L and described in Section H.

ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

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

POST AWARD MEETINGS

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at a TBD location.

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

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the

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Contractor in performance of any provisions of the Task Order.

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

Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this Task Order. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the both the Contracting Officer and the Contracting Officer's Representative (COR) with an inventory and Material Safety Data Sheet (MSDS) for these materials.

SECURITY

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachment J.1) provides the security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

SKILLS AND TRAINING

The contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the contractor. Training necessary to maintain professional certification is the responsibility of the contractor.

INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

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

OTHER DIRECT COSTS (ODCs)

(a) TRAVEL REQUIREMENTS

All travel under this effort must be requested of, or authorized by the COR, in writing or by electronic

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mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. Travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations. Specific Travel requirements shall be identified in the POA&Ms.

(b) MATERIALS

During the performance of this task order it may be necessary for the contractor to procure materials to respond to the mission requirements listed in the Performance Work Statement. This task order is issued under a services contract and the procurement of materials of any kind that are not directly related to and necessary for performance may be determined to be unallowable costs pursuant to FAR Part 31. The term "material" includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including hardware, services, and software. Any material provided by the contractor is subject to the requirements of the FAR, DFARS, and the applicable Department of Navy regulations and instructions. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

(c) List of Materials Approved for Purchase

The materials listed in **Attachment J.9 Repair & Modernization Material List ODCs** are approved for purchase under this task order and any Other Materials identified by the Offeror at Proposal. The cost of the Materials will be considered allowable direct costs for this task order. These items are consumables and when consumed/used in support of the PWS, these items may be direct charged to the task order.

Other Materials: None

(d) Support Equipment

Support Equipment, provided in **Attachment J.8 Support Equipment List**, is required for this task order for each homeport and must be provided by the contractor. The cost of the Support Equipment will not be considered allowable direct costs in the performance of this task order.

(e) Other Direct Charge Items

Any additional items that are allowed to be direct charged under this order are listed in Section G.

TERMINATION OF EMPLOYEES WITH U.S. GOVERNMENT

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

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

DIGITAL DELIVERY OF DATA

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

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

(c) Digital delivery means (such as but not limited to Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as but not limited to "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this task order.

Ddl-C40 USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

Contractor Use of NSWCDD IS Resources

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

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

Connections Between NSWCDD and Contractor Facilities

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

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requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

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

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

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

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

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

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 order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the order, 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 order may create a potential organizational conflict of interest on the instant order 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 order 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 order. 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.

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(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 order. This prohibition shall expire after a period of three years after completion of performance of this order.

(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 order and for a period of three years after completion of performance of this order, 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 order. This exclusion does not apply to any re-competition for those systems, components, or services furnished pursuant to this order.

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 order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order 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 order 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 order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order 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 order for default.

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; 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.

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(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 order.

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

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.

NON-DISCLOSURE AGREEMENTS (NDAs)

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

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

NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

(a) The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. The Government will not direct the hiring, dismissal or reassignment of contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately in accordance with the clause 52.243-7.

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

SUBCONTRACTORS/CONSULTANTS

In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007), the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

(1) Impact on providing support at the contracted value and

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(2) Tripwire Information.

NOTE: Regarding 52.244-2 Alternate 1 JUN 2007 -- Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

SHIPBOARD PROTOCOL

(a) This task order will involve working onboard U.S. and/or foreign naval ships or vessels. As such, the Contractor is reminded of its responsibility to assure that shipboard protocol is stringently followed. Specifically, visit requests must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship or vessel; the Contractor is responsible for obtaining and maintaining specialized training (i.e., nuclear awareness, safety, quality control, etc.) and certification (i.e., SUBSAFE certification, etc.); personnel performing onboard U.S. Navy ships must have at least a SECRET security clearance; if not led by a government representative, the Contractor is responsible for briefing the ship/command upon arrival; and the Contractor is responsible for debriefing the ship/command upon departure to include the operational status of the equipment.

(b) The Contractor shall ensure its personnel adhere to these requirements when performing shipboard. Compliance shall be reported in the trip report.

(1) All personnel working shipboard shall possess at least a SECRET security clearance.

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

a. Alarms – actual or drill shall be reported and procedures appropriately adhered.

b. Safety – hardhats, tag-outs, safety shoes, goggles, safety harnesses, etc., as appropriate shall be utilized.

c. Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship both pier side and underway.

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

e. HAZMAT – bringing hazardous materials aboard, using hazardous materials is strictly prohibited.

(3) The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

(4) The designated team lead shall, upon final departure, debrief the Commanding Officer or his/her designated representative as to the success of the tasking and the operational condition of affected equipment.

CONTROL OF CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of NAVSEA and NSWCDD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security

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Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

IDENTIFICATION BADGES

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

HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal in response to NSWCCD Solicitation N00024-13-R-3012 and the subsequent negotiations..

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

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

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, and be permitted, within the plant and on the vessel(s) to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas,

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storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

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

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

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

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

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SECTION D PACKAGING AND MARKING

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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 at NSWCDD, Dahlgren, VA by the Contracting Officer's Representative (COR).

QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.

2.0 The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

3.0 The contractor's performance in each of the task areas of the Performance Work Statement will be continually monitored in conjunction with the SeaPort-E Contractor Performance Assessment System and the criteria set forth below by the COR and the Contract Specialist. The COR's written evaluation will be accomplished on an annual basis prior to exercise of option periods. The results of this evaluation will factor into the Government's option exercise determination and will be taken into account in the contractor's PPIRS evaluation. The primary Government official responsible for the QASP evaluation is the Contracting Officer's Representative (COR) for the order. Other Government individuals having information relevant to the quality of contractor performance may assist the COR.

4.0 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly Contracting Officer's Management Report from the Contractor, and general contacts with the contractor.

5.0 Contractor performance will be evaluated in five evaluation areas described below. The evaluation areas will be evaluated equally. A rating level of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each evaluation area as well as an overall rating. These evaluation areas are described below. The items identified under each evaluation area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each evaluation area. Improvements made in an evaluation area during the evaluation period will also be considered as will degradation in the overall quality of performance.

6.0 The contractor will submit a self-evaluation (CDRL 013) of their performance for that period in accordance with the schedule in Table 1 below. The self-evaluation will be used in the COR's and PCO's evaluation of the contractor's performance during that period.

7.0 In order for Option 1 and Option 2 to be exercised, the contractor must have achieved at least a SATISFACTORY overall rating.

QASP EVALUATION AREAS

Quality of Product or Service – Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well-coordinated with all related managers and

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personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and (g) services are provided in a professional unbiased manner.

Schedule – Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR/ACOR.

Cost Control – Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns. Invoices are timely (no more than 30 days after end date of period being invoiced) and accurate.

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

Management of Key Personnel – Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.

QASP EVALUATION RATING LEVELS

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions initiated by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions initiated by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. Government intervention was occasionally required to ensure satisfactory performance.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. Frequent Government intervention was required.

Unsatisfactory: Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. Regular Government intervention was necessary.

OBJECTIVES/DETERMINATIONS

(a) Interim/Informal. Interim/Informal performance evaluations will be provided to assess performance at each IPR.

(b) Annual. The Contracting Officer will make a performance determination at the end of each evaluation period. The determination will be based upon COR's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR's recommendations and the contractor's comments/report regarding the evaluation. The Contracting Officer's performance determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor within 30 days of receipt of the contractor's self-assessment.

The following table details how incentives shall apply to performance under this order.

Table 1: QASP OBJECTIVES			
Assessment Period	Acceptable Performance Definition	Schedule	Incentives
Base Period	Overall Performance Rating of at least "Satisfactory".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 8 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 1. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 1.
Option 1	Overall Performance Rating of at least "Satisfactory".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 2. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 2.
Option 2	Overall Performance Rating of at least "Very Good".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for granting Award Term Option 3. (-) Does not meet the acceptable performance definition as a condition for granting Award Term Option 3.
Option 3 (Award Term)	Overall Performance rating of at least "Very Good".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous	(+) Meet the acceptable performance definition as a condition for granting Award Term Option 4. (-) Does not meet the acceptable performance

Table 1: QASP OBJECTIVES			
Assessment Period	Acceptable Performance Definition	Schedule	Incentives
		12 months.	definition as a condition for granting Award Term Option 4.
Option 4 (Award Term)		In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	Final CPARS ratings.

AWARD TERM CLAUSE

The award term concept is an incentive that permits extension of the contract period beyond Option 2 of performance for at least Very Good performance. The contractor may earn an extension of one (1) to two (2) years on the basis of performance during the evaluation periods. The contractor is evaluated using the five evaluation areas as identified above. During the third year (Option 2), if performance is evaluated overall as at least Very Good, the contractor earns Year 4 (Option 3); if performance is evaluated overall as at least Very Good in Year 4, the contractor earns Year 5 (Option 4).

The contractor will submit a self-evaluation (CDRL 013) of their performance for that period in accordance with the schedule described above. The self-evaluation will be used in the COR's and PCO's evaluation of the contractor's performance during this period. In addition, the contractor's performance will be continually monitored by the COR and reported to the PCO regarding exercise of the Award Term Option. The PCO makes the final decision on the award-term on the basis of the contractor's performance during the award-term evaluation period. Award term decisions are final and are not subject to dispute.

AWARD TERM PLAN

The Award Term Plan will follow the QASP as described above for Option 3 and Option 4 periods.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/12/2013 - 8/11/2014
6000	8/12/2013 - 8/11/2014

F.1 CLIN - DELIVERIES OR PERFORMANCE

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

4000	8/12/2013 - 8/11/2014
6000	8/12/2013 - 8/11/2014

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

4050	8/12/2013 - 8/11/2014
6050	8/12/2013 - 8/11/2014
7100	8/12/2014 - 8/11/2015
7150	8/12/2014 - 8/11/2015
7200	8/12/2015 - 8/11/2016
7450	8/12/2017 - 8/11/2018
9100	8/12/2014 - 8/11/2015
9150	8/12/2014 - 8/11/2015
9200	8/12/2015 - 8/11/2016
9450	8/12/2017 - 8/11/2018

The periods of performance for the Award Term Items are as follows:

7300	8/12/2016 - 8/11/2017
7400	8/12/2017 - 8/11/2018
9300	8/12/2016 - 8/11/2017
9400	8/12/2017 - 8/11/2018

F.2 Services to be performed hereunder will be provided primarily at Norfolk, VA, in addition, support will be provided at Dahlgren, VA and San Diego, CA.

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

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

SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN. If multiple ACRNs are associated with a single project/work area/TI/WBS, the contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

- (a) Name: [REDACTED]
Code: CS30-03
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-0028
FAX: (540) 653-4089
E-mail: [REDACTED]

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

Contract Specialist:

- (a) Name: [REDACTED]
Code: CS30-13
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-4306
FAX: (540) 653-4089
E-mail: [REDACTED]

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

Administrative Contracting Officer (ACO)

- (a) Name: [REDACTED]
Code: Manassas Office
Address: 10500 Battleview Parkway, Manassas, VA 20109-2342

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Phone: 757-251-6173

FAX:

E-mail: [REDACTED]

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

[] Contracting Officer Representative (COR):

(a) Name: [REDACTED]
Code: W64
Address: 17214 Avenue B Suite 125, Dahlgren, VA 22448-5147
Phone: 540-653-0626
FAX: 540-653-1354
E-mail: [REDACTED]

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

[] Alternate Contracting Officer Representative (ACOR):

(a) Name:
Code:
Address:
Phone:
FAX:
E-mail:

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

Government Subject Matter Expert (SME)

The Government SME is the COR's subject matter expert (SME) for specific work areas as described in Section E 4.4.

CONSENT TO SUBCONTRACT

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

The following subcontractors are approved on this order:

Gibbs & Cox Maritime Solutions
General Dynamics Information Technology

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available thru advance purchase. Charges associated with

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itinerary changes and cancelations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary CONUS facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources for both unclassified and classified applications.

This clause is included at the contract level and it applies to this order. In addition, the following paragraphs are added:

(d) Only the following items are allowable as Other Direct Cost (ODC) items under this Task Order:

-None-

All additional ODC items are unallowable as a direct charge to this Task Order without expressed advance approval by the Contracting Officer.

(e) Management and Support labor may be direct charged by the following firms:

**Gibbs & Cox Maritime Solutions
General Dynamics Information Technology**

(f) The requirements of the above clause apply equally to subcontractors and consultants.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause -

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment

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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(s).

----- Cost Voucher -----

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

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

----- N00178 -----

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S2404A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable

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LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA47B
Other DoDAAC(s)	Not Applicable

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

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

[REDACTED]

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact: Bill Deyo, Contractor, at (540) 653-4705.

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

In accordance with (DFARS) PGI 204.7108 "Other"(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with clause HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS(b)(12)"Other" (ALTERNATE 1) (NAVSEA) (JAN 2008), which is in your basic Seaport-e contract, the following payment instructions apply to this task order:

a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.

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

(a) 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

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[REDACTED]

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

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the PWS, the Government DESIRES Key Personnel with the appropriate experience and professional development qualifications. Key Personnel qualification levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled Ddl-H11 CHANGES IN KEY PERSONNEL in this Section H. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

(a) Experience – The desired experience for each Key Labor Category must be directly related to the tasks and programs listed in the PWS. General experience in engineering, computer science, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the PWS is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below).

(b) Professional Certifications and Development - Professional development includes honors, degrees, publications, professional licenses, accreditations, and certifications that directly impact the offerors ability to perform this task order. Retention of these credentials, as required to maintain accreditation, throughout the duration of the contract is the responsibility of the contractor. The years of experience listed are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have the necessary credentials and accreditations to perform the work. **DoD 8570 Certifications are required for this Task Order.**

(c) Accumulation Of Qualifying Experience - Experience may be accumulated concurrently. All experience must be clearly supported by the resume or it will be discounted during the evaluation.

Non-Key Personnel are the non-resumed personnel proposed to provide hours on this requirement.

Post Award : Based on the Key Labor Category Qualifications listed below and the PWS, the contractor will elect and manage the workforce supporting this contract. While government approval is required only for the Resumed Key Personnel, the entire workforce will be evaluated based on the contractor's performance of the PWS in accordance with the QASP.

KEY LABOR CATEGORY QUALIFICATIONS

Engineer – Ten (10) years of specialized experience directly related to naval architecture and engineering. Technical expertise and demonstrated project leadership of fiber optic cable plant design, installation, and standards, survivability and risk analysis, development of system operation and maintenance requirements, and expert knowledge of the Navy maintenance community and the systems and processes employed. Clearly demonstrated management, engineering, and communication skills to balance all efforts and provide high quality products on time and within budget are critical. A proven ability to accomplish such duties in a highly dynamic Navy environment.

Platform Engineering Team Lead – Ten (10) years of expertise in the areas of fleet logistics, test equipment support and procedures, and in depth experience with the Type Commander (TYCOM) maintenance offices, regional maintenance operations, and shipboard maintenance realities. Expertise in engineering, technical, installation, and coordination services to support fiber optic

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systems and technology insertion with at least five (5) years of experience with Navy shipboard Fiber Optic Cable Plants (FOCP). Demonstrated ability to communicate effectively with site maintenance coordinators and the Navy maintenance community. Leads platform engineering teams to support technical visits and assessments, scientific and engineering efforts to transform validated operational needs into thoroughly defined system configurations, performing independent analysis and technical studies, and providing technical services in the areas of system calculations and reports.

Fiber Optic Lab Technician – Five (5) years of expertise in the areas of fabricating, repairing, troubleshooting, and testing in Navy Shipboard Fiber Optics. In addition, shall be knowledgeable in laser safety, HAZMAT safety, fiber optic materials and consumables safety, and lead safety.

NON-KEY LABOR CATEGORY QUALIFICATIONS

The Non-Key Labor Categories are listed below with their qualifications:

Program Manager - Ten (10) years experience in Program Management. The individual must have been responsible for directing a multi-disciplined team of technical personnel to produce a system or product within cost, schedule, and performance constraints.

Technical Analyst – Five (5) years of expertise in the area of website maintenance. The contractor shall be knowledgeable of military fiber optic specifications, standards, and qualified fiber optic components. The contractor shall hold (and maintain) a valid professional certification in DOD 8570, Linux+, and Security+.

Repair Technician – Three (3) years of experience in performing fiber optic repairs and installations on Navy vessels in accordance with Navy Shipboard Fiber Optic Standards.

Platform Engineer – Three (3) years of experience in engineering, technical, installation, coordination, and Quality Assurance (QA) services to support fiber optic systems and technology insertion with at least one (1) year of experience with Navy Shipboard Fiber Optic Cable Plants (FOCP).

Training Support– Three (3) years of experience in providing training support services.

Configuration Management Support - One (1) year experience with library support, configuration management, data entry, maintenance and tracking of project materials, receipt and transmittal of project materials, and action item tracking.

DdI-H11 CHANGES IN KEY PERSONNEL

(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) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions 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 fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

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- (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete resume of the proposed substitute;
 - (3) The hourly rates of the incumbent and the proposed substitute;
 - (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution ; and
 - (5) 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.
- (c) The Contracting Officer shall also receive written notification if no substitution is being requested. This notification shall include (1) the name of the initial person proposed; and (2) the reasons why the individual is not being made available to perform under the task order to the extent proposed.
- (d) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (e) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
- (f) Requests for post award approval of replacement key personnel should be submitted via email. Email submissions shall be made simultaneously to the Contract Specialist, the Task Order Manager (TOM) and the Technical Assistant (TA). Electronic notification via email from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [REDACTED] and the Contracting Officer's Representative (COR) [REDACTED]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall include, at a minimum, the following information:

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER
- (e) AVAILABILITY (state as a percentage of a total man-year the amount of time the individual shall be dedicated to the resultant contract. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both

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requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) CHRONOLOGICAL WORK HISTORY/EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

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

Contractors shall avoid gaps in experience as time unaccounted for may lead to rejection of the resume.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) PROFESSIONAL DEVELOPMENT -- Show any honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's ability to perform the contract. The following format is preferred:

Degree(s); Date(s); Institution; Major/Minor

(k) CERTIFICATION -- A certification of correctness of information, signed and dated by both the person named and the contractor, scanned in PDF format, and forwarded electronically to the Government. The employee certification shall include the following statement: CERTIFICATION: "I certify that the professional development and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Solicitation/Order N00024- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification may not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation.

If the employee is not a current employee of the contractor or a subcontractor, a copy of the

accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions issued via Task Order modification after the instruction has been signed by the Contracting Officer, COR and Contractor. 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 PWS.

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the order 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 order.

(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.

Additional Information Relating to the Issuance of Technical Instructions:

Following approval of a Technical Instruction (TI) by the Contracting Officer and Acknowledgement of Receipt by the Contractor, the TI will be incorporated into the task order by administrative modification.

Ddi-H40 FUNDING PROFILE

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

CLIN	Total CPFF	Funding this Mod	Previous Funding	Total Funded	Amount Unfunded	Total Hours Funded
Base						
						-
Total Base						

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded

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

CLIN	COST	FEE	TOTAL CPFF	Estimated Date to Fund Thru
Base				
	██████████	██████████	██████████	9/28/2013
	██████████	██████████	██████████	
Total Base	██████████	██████████	██████████	

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

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

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

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

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be 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. The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.

	Total Labor Hours	Compensated	Uncompensated
Base Year (CLIN 4000)	██████████	██████████	0
Base Year Surge (CLIN 4050)	██████████	██████████	0
Option 1 (CLIN 4100)	██████████	██████████	0
Option 1 Surge (CLIN 4150)	██████████	██████████	0
Option 2 (CLIN 7200)	██████████	██████████	0
Option 3 (CLIN 7300)	██████████	██████████	0
Option 4 (CLIN 7400)	██████████	██████████	0
Option 4 Surge (CLIN 7450)	██████████	██████████	0

(b) Of the total man-hours of direct labor set forth above, it is estimated that zero (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. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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(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 Section C.

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

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

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 80% 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

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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.

SAVINGS INITIATIVES

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

Annual Labor Escalation: [REDACTED]

Maximum Pass-Thru Rate: [REDACTED]

AITs G&A Rate: Not to exceed [REDACTED]

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

In addition to the terms set forth elsewhere in the contract, the contractor may earn an extension or reduction to the contract period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. If scores are very good during Year 2, the contractor earns Year 4; if scores are very good in Year 3, the contractor earns Year 5. In Year 5, the contractor must earn a score of "excellent" in order for the contract period to be extended beyond Year 5. Consistent scores of "excellent" during succeeding years earn contract period extensions up to a maximum of 10 years. The contract period may also be reduced on the basis of the contractor's performance against the stated performance parameters. Points are awarded or deducted during each year of the contract on the basis of how the contractor has performed against the predetermined criteria. The contract period is then extended or reduced to reflect this assessment.

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond the base period of performance for superior performance or reduction of the contract period of performance because of poor performance. (b) Term Points. Positive or negative points are accumulated during each evaluation period on the basis of the contractor's performance. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, and an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. (c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the ATRB. The ATRB recommends an award term to the TDO, who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period. (d) Award-Term

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Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan. (e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect. (f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 25 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period. (g) Disputes. Decisions regarding the award term, including—but not limited to— the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute. (h) Award-Term Extension. The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the SEAport contracts, including exercised options. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-12	Data Universal Numbering System Number Maintenance (Dec 2012)
52.204-13	Central Contractor Registration Maintenance (Dec 2012)
52.222-40	Notification of Employees Rights under the National Labor Relations Act
52.222-50	Combating Trafficking in Persons
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) ...(b)(1) For sales to the Government of Japan, contingent fees in the any amount.
252.225-7028	Exclusionary policies and practices of Foreign Governments (APR 2003)

The following clauses are incorporated by reference until the Government determines that a specific item is subject to Data Rights. A modification to the task order will change the clauses from reference to Full Text.

252.227-7013	Rights in Technical Data - Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions

All clauses incorporated by reference in the offerors MAC contract apply to this Task Order, as applicable.

CLAUSES INCORPORATED BY FULL TEXT:

52.216-10 INCENTIVE FEE (June 2011)

(Applicable to CLIN 4000, if exercised, CLINs 4050, 7100, 7150, 7200, 7300, 7400 and 7450)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the

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

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee payable.

(1) The fee payable under this contract shall be the target fee increased by thirty cents (\$0.30) for every dollar that the total allowable cost is less than the target cost or decreased by thirty cents (\$0.30) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than nine percent (9.0%) or less than three percent (3%) of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of—

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(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>
4050, 6050	Within the first 12 months of Task Order performance begins.
7100, 7150, 9100, 9150	After the first 12 months of Task Order performance and no later than 24 months after Task Order performance begins.
7200, 9200	After the first 24 months of Task Order performance and no later than 36 months after the Task Order performance begins.
7300, 9300	After the first 36 months of Task Order performance and no later than 48 months after the Task Order performance begins.
7400, 7450, 9400, 9450	After the first 48 months of Task Order performance and no later than 60 months after the Task Order performance begins.

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

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* *Small Business concern*, as used in this clause, means a concern, including its

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affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to -

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.203-16 Preventing Personal Conflicts of Interest. (DEC 2011)

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

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required

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disclosures.

Non-public information means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of

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the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.* (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

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(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).

52.243-7 Notification of Changes (Apr 1984)

(a) *Definitions.*“Contracting Officer,” as used in this clause, does not include any representative of the Contracting Officer.

“Specifically Authorized Representative (SAR),” as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

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(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within ten calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract cost or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List (CDRL)

Attachment J.1 - DD254 Contract Security Classification Specification

Attachment J.2 - (Deleted)

Attachment J.3 - (Deleted)

Attachment J.4 - COR Appointment Letter

Attachment J.5 - OCI Mitigation Plan - AIT Part (1) of 2

Attachment J.6 - OCI Mitigation Plan - GD Part (2) of 2

Attachment J.7 - (Deleted)

Attachment J.8 - Support Equipment List

Attachment J.9 - Repair & Modernization Material List ODCs

Attachment J.10 - (Deleted)