

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-8018		2. DELIVERY ORDER NO. HR02		3. EFFECTIVE DATE 2015 May 24		4. PURCH REQUEST NO. 1300500124		5. PRIORITY DO-C9	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 Sharon P Warren/CDC2 850-234-4305			CODE N61331	7. ADMINISTERED BY DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138			CODE S2206A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR Marine Systems Corporation 70 Fargo Street Boston MA 02210-2122			CODE 9K359	FACILITY	10. DELIVER TO FOB POINT BY <i>(Date)</i> 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			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266			CODE HQ0337	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.								
Marine Systems Corporation			Cynthia Tirrell-Norton President						
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			25. TOTAL		
							05/21/2015	26. DIFFERENCES	
							CONTRACTING/ORDERING OFFICER		
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
				PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE	g. E-MAIL ADDRESS			FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE		34. CHECK NUMBER			
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL		35. BILL OF LADING NO.			
				FULL					
37. RECEIVED AT		38. RECEIVED BY <i>(Print)</i>	39. DATE RECEIVED		40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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GENERAL INFORMATION

The purpose of this modification is to 1) Award the Subject Task Order N00178-14-D-8018-HR02 and 2) Add incremental funding in the amount of _____ Accordingly, said Task Order is modified as follows:

- 01) SLIN 700001 has been incorporated into the Task Order and funded in the amount of _____
- 02) SLIN 700002 has been incorporated into the Task Order and funded in the amount of _____
- 03) SLIN 700003 has been incorporated into the Task Order and funded in the amount of _____
- 04) SLIN 700004 has been incorporated into the Task Order and funded in the amount of _____

The period of performance for each CLIN is identified in Section F Deliverables or Performance.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	See Section B Notes A & D. Non-Personal Services necessary to provide Expeditionary Ships and Air Cushioned Vehicle Craft Support in accordance with Section C Performance Work Statement, CDRLs, and Section J attachments. (Fund Type - TBD)					
700001	R425	Incremental Funding, PR: 1300493516, ACRN: AA (O&MN,N)					
700002	R425	Incremental Funding, PR: 1300500123, ACRN: AB (O&MN,N)					
700003	R425	Incremental Funding, PR: 1300500124, ACRN: AC (O&MN,N)					
700004	R425	Incremental Funding, PR: 1300500124, ACRN: AC (O&MN,N)					
7001	R425	See Section B Notes A, C & D. Non-Personal Services necessary to provide Expeditionary Ships and Air Cushioned Vehicle Craft Support in accordance with Section C Performance Work Statement, CDRLs, and Section J attachments. (Fund Type - TBD) Option					
7002	R425	See Section B Notes A, C & D. Non-Personal Services necessary to provide Expeditionary Ships and Air Cushioned Vehicle Craft Support in accordance with Section C Performance Work Statement, CDRLs, and Section J attachments. (Fund Type - TBD) Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	See Section B Notes B & D. Not to Exceed Other Direct Cost (ODC) in support of CLIN 7000. (Fund Type - TBD)			
9001	R425	See Section B Notes B, C & D. Not to Exceed Other Direct Cost (ODC) in support of CLIN 7001. (Fund Type - TBD)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9002	R425	See Section B Notes B, C & D. Not to Exceed Other Direct Cost (ODC) in support of CLIN 7002. (Fund Type - TBD)			
		Option			

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to the successful Offeror. HQ-B-2-0015 PAYMENT OF FEE(S)(LEVEL OF EFFORT – ALTERNATE 1)(NAVSEA)(MAY 2010) clause applies to this CLIN.

NOTE B: ODC

Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. "Non-fee bearing CLINs" means no fee or unallowable indirect costs/burdens.

NOTE C: Option

This is a CLIN which may be unilaterally exercised.

NOTE D: Contracts Crossing Fiscal Years

In accordance with DFARS 232.703-3, this Task Order includes severable services that begin in one fiscal year and end in the next fiscal year. When applicable, SLINs that invoke 10 U.S.C 2410(a) Authority shall include "2410(a) Authority is hereby invoked" in their respective Section B details.

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

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

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

CLIN	Period of Performance	Labor Hours	Fixed Fee per Labor Hour
7000	Award through 12 months thereafter		
7001	Exercise of Option through 12 months thereafter		
7002	Exercise of Option through 12 months thereafter		

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR EXPEDITIONARY SHIPS AND AIR CUSHIONED VEHICLE (ACV) CRAFT ENGINEERING AND LIFE CYCLE SUPPORT

1.0 SCOPE

This Performance Work Statement (PWS) specifies the requirement for a level of effort of engineering and logistical services for LCAC Hull and Mechanical (H&M) Engineering, LCAC life cycle engineering support, and fleet level operations.

1.1 BACKGROUND

The Naval Surface Warfare Center Panama City Division (NSWC PCD) is the Systems Integration Agent (SIA), In-Service Engineering Agent (ISEA), and Technical Support Activity (TSA) in support of the Landing Craft, Air Cushion (LCAC) program. NSWC PCD provides support in all aspects of the LCAC program. NSWC PCD has been tasked to support future Sea Base connectors and expeditionary ships and craft, both in the platform and technology areas as well as engineering and programmatic support for the design, testing, evaluation, production, and integration of Sea base Connectors: Mobile Landing Platform (MLP), Ship to Shore Connector (SSC), Landing Platform Dock (LPD) and Landing Helicopter Dock (LHD) Class ships, and emerging air cushion vehicles (ACV) technologies that may be used to improve ACV performance.

1.2 LIST OF ACRONYMS

ACV	Air Cushion Vehicles
AER	Alterations-Equivalent-to-Repair
C4N	Command, Control, Communications, Computers and Navigation
CAD	Computer-Aided Design
CD	Compact Disc
CDRL	Contract Data Requirements List
COMOPTEVFOR	Commander Operational Test and Evaluation Force
COR	Contracting Officers Representative
CPARS	Contractor Performance Assessment Report System
CUI	Controlled Unclassified Information
DD&C	Detail Design and Construction
DISCO	Defense Industrial Security Clearance Office
DMSMS	Diminishing Manufacturing Sources and Material Shortages
ECMRA	Enterprise-Wide Contractor Manpower Reporting Application
EOA	Early Operational Assessment
FOUO	For Official Use Only
GFI	Government Furnished Information
H&M	Hull and Mechanical
HSI	Human Systems Integration
ILA	Independent Logistics Assessments
ILS	Integrated Logistics Support
ILSMT	ILS Management Team
IMS	Integrated Master Schedule
ISEA	In-Service Engineering Agent
JHSV	Joint High Speed Vessel
LAR	Liaison Action Report
LCAC	Landing Craft, Air Cushion
LEM-PBA	Logistics Element Manager-Performance Based Assessments
LHD	Landing Helicopter Dock

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LPD	Landing Platform Dock
LTD	Logistics Technical Documentation
MLP	Mobile Landing Platform
MP&T	Manpower Personnel & Training
NACLCLC	National Agency Check with Local Agency Check and Credit Check
NAVSEA	Naval Sea Systems Command
NSWC PCD	Naval Surface Warfare Center, Panama City Division
ODC	Other Direct Cost
OPSEC	Operations Security
PBMS	Project and Business Management System
PCO	Procuring Contracting Officer
PMS	Preventive Maintenance Schedule
PRE-PDS	Pre and Post Delivery Support
PTDA	Provisioning Technical Documentation Agent
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
RAM	Reliability, Availability & Maintainability
SEAOPS	Safe Engineering and Operations
SIA	Systems Integration Agent
SLEP	Service Life Extension Program
SSC	Ship to Shore Connector
T&E	Test and Evaluation
T&M	Time and Material
TEMP	Test Evaluation & Master Plan
TMDR	Technical Manual Deficiency Report
TMMA	Technical Manual Maintenance Authority/Activity
TPS	Task Planning Sheet
TSA	Technical Support Activity
WBS	Work Breakdown Structure
WIPT	Working Integrated Product Team

2.0 APPLICABLE DOCUMENTS

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

2.1 MILITARY SPECIFICATIONS: None

2.2 MILITARY STANDARDS

(a) MIL-STD-31000A, Technical Data Packages, dated 26 February 2013

2.3 OTHER DOCUMENTS

(a) MIL-HDBK-502A, Product Support Analysis dated 08 March 2013

(b) SAE GEIA-STD-0007 Logistics Product Data, dated 2013-05

3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officer Representative (COR) and Contract Specialist to conduct a kick-off meeting at NSWC PCD within 15 days after award of the task order. The Contractor shall, using the guidance of 2.2(a), 2.3(a), 2.3(b), and Government Furnished Information (GFI) provide the level of effort of non-personal services in the following areas:

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3.1 ACV HULL AND MECHANICAL (H&M) LIFE CYCLE ENGINEERING, SLEP, AND ANALYSIS SUPPORT

The Contractor shall provide those non-personal engineering and technical services required to conduct engineering investigations and tests, procurement of new capabilities (for example: craft armor and system upgrades), and to analyze and resolve LCAC H&M engineering issues. The major areas that the Contractor shall provide support are:

- (a) Support NSWC PCD in preparing presentations and supporting data for and attend Task Planning Sheet (TPS) Reviews, Fleet Support Conference, Quarterly Acquisition Reviews, and LCAC and SSC program reviews as required. **(CDRL A001)**
- (b) Develop planning documentation utilizing Microsoft Office and Microsoft Project software. **(CDRL A002)**
- (c) Provide systems engineering, engineering technical analysis, and mechanical analyses of ACV H&M systems. Analyses may include static analysis, dynamic analysis, structural failure analysis, and modeling. Support may include the development of computer modeling capabilities such as: comprehensive vibration modeling, fluid dynamics modeling, and performance modeling. **(CDRL A003, A004)**
- (d) The Contractor shall develop new drawings and redline existing drawings utilizing software to include the latest versions of Corel Draw Suite, AutoCAD, Solid Works, and color plotting and printing. **(CDRL A003)**
- (e) The Contractor shall support NSWC PCD in drawing reviews and updates for an estimated 7 drawing packages per year each having approximately 5 sheets. The Contractor shall redline Government furnished drawing files with color-coded updates or corrections. Drawings may be new or legacy drawings meeting the requirements of MIL-STD-31000A. **(CDRL A003)**

3.2 ACV H&M ENGINEERING RESEARCH & DEVELOPMENT, AND PRODUCT DEVELOPMENT SUPPORT

The Contractor shall support NSWC PCD in the development of analytical capabilities and technologies applicable to both the current LCAC and future Navy ACVs. The areas that the Contractor shall provide support are:

- (a) Conduct investigations on current commercial technologies identified by NSWC PCD and make recommendations on the application of these technologies to current and future U.S. Navy ACVs. **(CDRL A004)**
- (b) Provide systems engineering support for the development of new capabilities. This includes items such as input into the development of sub-system specifications, modeling, drawing development, mechanical analyses (static analysis, dynamic analysis, and structural failure analysis), interface specifications, requirements analysis, comprehensive vibration modeling, fluid dynamics modeling, trade studies, return on investment calculations, and make recommendations as to their applicability to current and future Navy ACVs. **(CDRL A003, A004)**
- (c) Support NSWC PCD in preparing presentations and supporting data for and attend Task Planning Sheet (TPS) Reviews, Fleet Support Conference, Quarterly Acquisition Reviews, and LCAC and SSC program reviews. **(CDRL A001)**
- (d) Develop planning documentation utilizing Microsoft Office and Microsoft Project software. **(CDRL A002)**
- (e) The Contractor shall develop new drawings and redline existing drawings utilizing software to include the latest versions of Corel Draw Suite, AutoCAD, Solid Works, and color plotting and printing. **(CDRL A003)**
- (f) The Contractor shall support NSWC PCD in drawing reviews for an estimated 3 drawing packages per year each having approximately 3 sheets. Drawings shall meet the requirements of MIL-STD-31000A. **(CDRL A003)**
- (g) Provide for design and drafting of new products and the associated documentation for the installation of these products on the U.S. Navy ACVs. **(CDRL A003, A004)**

3.3 TEST AND EVALUATION (T&E) SUPPORT

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The Contractor shall provide LCAC and SSC T&E support for craft modifications and new technologies delivered by third party vendors. The Contractor shall support NSWC PCD in the testing of new technologies to determine their applicability and performance. The Contractor shall provide test support for on-craft testing of craft modifications, testing of first article items delivered by third party vendors for ACV modifications being conducted by NSWC PCD, repair and maintenance procedures, performance testing, and other fact finding tests as required.

- (a) The Contractor shall review/comment on the SSC Test Evaluation & Master Plan (TEMP) for accuracy. **(CDRL A005)**
- (b) The Contractor shall provide technical editing support on test plans, graphic illustrations, test documentation, and technical reports. **(CDRL A005)**
- (c) The Contractor shall provide test support, technical research, systems engineering and analysis data reduction and test setup. **(CDRL A006)**

3.4 INTEGRATED LOGISTICS SUPPORT (ILS)

The Contractor shall provide LCAC and SSC support for Logistics Technical Documentation (LTD), including Technical Manual Maintenance Authority/Activity (TMMA) and Provisioning Technical Documentation Agent (PTDA) using the guidance of PWS Section 2.3(a) and 2.3(b). The Contractor shall provide Diminishing Manufacturing Sources and Material Shortages (DMSMS) support, and review & provide recommendations to proposed SSC training plans. For stand-alone SSC-ILS work, the Contractor shall support the NSWC PCD SSC ILS Program in executing and accomplishing ILS tasking assigned by the sponsors ILS Manager. This tasking includes elements such as the integration of Logistics Services and Products in accordance with the SSC Integrated Master Schedule (IMS) as follows:

- (a) LTD: Coordinate with both Engineering and Logistics Subject Matter Experts to sustain both legacy and modernization systems with its related LTD. This integration and execution will encompass a level of effort in services and products from the following areas:
 - (i) SEAOPS: Provide recommendations for SEAOPS changes as required to include the impact of interfacing with foreign ships, procedures, mission planning performance predictions, and modeling. It is estimated that the Contractor shall technically review and analyze an average of eight documents per month **(CDRL A007)**
 - (ii) Tech Manual Support: The Contractor shall support the creation of technical manuals and programmatic documentation concerning the conceptualization, program description, development planning, and reporting of new starts in the following subject areas: (1) Marine Corps and NSWC PCD Capabilities, (2) Expeditionary Craft, and (3) Expeditionary Ship Acquisition. The Contractor shall generate an average of three documents during each year of the period of performance. **(CDRL A008)**
 - (iii) DMSMS Mitigation: The Contractor shall provide Diminishing Manufacturing Sources and Material Shortages (DMSMS) support. **(CDRL A009)**
 - (iv) The Contractor shall support the creation of Liaison Action Reports (LARs), Craft Alterations, Technical Manual Deficiency Reports (TMDRs), Preventive Maintenance Schedule (PMS) changes, and changes to other maintenance documentation. **(CDRL A010)**

3.5 MARINE CORPS ENGINEERING AND ILS SUPPORT (CDRL A003, A004, A005, A006)

Provide support for LCAC operational interface with Navy, Marine Corps, and Special Operations vehicles such as the Amphibious Combat Vehicle (ACV), Expeditionary Fighting Vehicle (EFV), trucks, tracked recovery, and construction vehicles that may be transported on ACVs or the JHSV. The Contractor will support the integration of Marine Corps vehicle requirements with US Navy ships. Provide Marine Corps logistics support as well as recommendations for SEAOPS changes as required to include the impact of interfacing with foreign ships (e.g., French, Spanish, and Australian etc.) based on GFI provided by NSWC PCD under PWS Section 4.0.

3.6 PROGRESS REPORTING (CDRL A011)

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The Contractor shall monitor cost expenditures incurred under this task order as well as activities undertaken and progress towards completion of work. The Contractor shall report its progress monthly.

3.7 MATERIAL PURCHASES

Only items directly used for this Task Order, for work within the scope of the PWS, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$3,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the COR for concurrence prior to being submitted to the Contracting Officer for approval. Information Technology (IT) equipment, or services must be approved by the proper NSWC PCD approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

3.8 TRAVEL

NSWC PCD will be the primary location where the Contractor will work. However, Contractor personnel may be required to travel to various Continental United States (CONUS) and Outside the Continental United States (OCONUS) locations to provide support for tests, meetings, and remedial actions. The following destinations may be required:

- (a) Pascagoula, MS
- (b) New Orleans, LA
- (c) Norfolk, VA
- (d) Washington, DC
- (e) San Diego, CA
- (f) Camp Lejeune, NC
- (g) Paris, France
- (h) Madrid, Spain
- (i) Sydney, Australia
- (j) Philadelphia, PA
- (k) Sasebo, Japan
- (k) Yokose, Japan
- (l) Green Bay, WI

Actual destinations and lengths of stay may vary. It is not probable that all travel destinations will be visited in one contract year; there should be approximately one to two TDY per contract year. Travel shall be in accordance with the Joint Federal Travel Regulations (JFTR). Before initiating any travel, the Contractor shall submit a detailed and fully-burdened estimate for the number of employees of their expected travel costs to include airfare, lodging, per diem, rental car, taxi/mileage, and any other costs or actions requiring approval (ie. overtime). The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Travel will subsequently be authorized by the PCO.

Contractor personnel deemed necessary for foreign travel shall have valid passports, up-to-date immunizations, and required NSWC PCD provided travel training.

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide the following documents within 30 days after award of the task order:

- (a) NAVSEA Technical Manual S9LCA-AA-SSM-010; Safe Engineering and Operations (SEAOPS) Manual for Landing Craft, Air Cushion, dated 01 September 2010

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The Government will provide the Contractor with additional pertinent documentation as required. All Government furnished information (GFI) shall be returned at the completion of this task order, unless earlier return is required or requested.

5.0 PERFORMANCE BASED REQUIREMENTS

Performance Objectives, Standards and Acceptable Quality Levels

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

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level
PWS 3.1, 3.2	Develops presentations based on GFI.	Presentations are professional, complete, and accurate.	90% of presentations are delivered by due date and are technically accurate.
PWS 3.1, 3.2	Contractor attends, participates in, and supports meetings.	Meeting minutes, action item lists, tracking deliverables by the Contractor are timely and accurate.	Attends a minimum of 95% of meetings where the Contractor is required. 90% of documents are delivered by due date and are technically accurate.
PWS 3.1, 3.2	Provides input to planning documentation.	Planning support inputs are accurate, complete, and timely.	90% of reports and data calls are provided by due dates.
PWS 3.1, 3.2	Produce engineering studies and analyses, design support, modeling analysis, and drawings support.	Engineering documentation produced, reviewed and presented are timely and accurate	95% of documents, drawings, and revisions are technically accurate and delivered in accordance with agreed upon schedules
PWS 3.1, 3.2	Produce drawings & redline drawings	Drawings are technically accurate. Documents and revisions are delivered IAW CDRLs	95% of drawings and revisions are technically accurate and delivered in accordance with agreed upon schedules. Drawings/ redlines require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS 3.2	Technology Investigations	Documents are technically accurate and are delivered IAW CDRLs	90% of reports and data calls are provided by due dates. Investigations require no more than two (2) review/comment/approval cycles, to meet acceptance.

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PWS 3.3	Develop test plans and test reports. Participate in and perform tests. Analyses of test results.	Test plans and test reports are timely and technically accurate. Current DoD policy and/or industry standards are followed. Analyses and investigations include adequate depth to clearly identify and quantify issues.	Test plans, test reports, and test results require no more than two (2) review/comment /approval cycles to meet acceptance. 100% of tests are performed to DoD and industry standards. 100% of analyses are performed to DoD and industry standards.
PWS 3.4	Provide logistics support of Provisioning, Technical, CM, Life Cycle Support planning, Training Materials, operations and maintenance documentation, and Sustainment Documentation	Documents and plans are technically accurate and delivered IAW CDRLs.	90% of reports and data calls are provided by due dates. Documents require no more than two (2) review/comment /approval cycles, to meet acceptance.
PWS 3.5	Marine Corps Engineering and ILS Support	Documents and plans are technically accurate and delivered IAW CDRLs.	90% of reports and data calls are provided by due dates. Documents require no more than two (2) review/comment /approval cycles, to meet acceptance.

6.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for NSWC PCD 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>. 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>.

7.0 GOVERNMENT SPACE

The Government will not provide space for Contractor personnel under this Task Order.

8.0 SECURITY

The Contractor will be required to receive and generate classified documents up to the SECRET level. The requirements of the attached DD 254 apply.

The Contractor shall appoint a Facility Security Officer (FSO), who shall:

- (1) Be responsible for all security aspects of the work performed under this Task Order;

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- (2) Assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M); and
- (3) Assure compliance with any written instructions from the NSWC PCD, Security Office, 110 Vernon Avenue, Panama City, Florida 32407-7001.

The FSO shall be responsible to ensure that all employees that require Common Access Card (CAC) are processed in a timely manner. The COR will assign a Trusted Agent (TA) and sponsor to assist the Contractor FSO navigate the process to obtain CAC through the Trusted Associate Sponsorship System (TASS). Additional information on the process for Contractor requiring CAC can be found at: <http://www.cac.mil/common-access-card/getting-your-cac/for-Contractors/>.

The Prime Contractor shall:

- (1) Forward copies of DD Form 254(s) provided to subcontractors to the NSWC PCD, ATTN: Security.
- (2) Direct the subcontractor to obtain approval, through the Prime Contractor, for the public release of information received or generated by the sub through the Prime Contractor.
- (3) Submit the subcontractor's request for public release through the technical point of contact identified on the DD 254.

8.1 Security Requirements

The Contractor, Contractor employees, and subcontractors shall become familiar with and obey all applicable activity regulations, directives and instructions, including fire, traffic, safety and security regulations. All personnel employed on the activity shall keep within the limits of the worksite and avenues of ingress and egress and shall not enter any restricted areas unless required to do so and cleared for such entry. The Contractor shall comply with all federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the Contracting Officer, when required to enter a Government site. The Contractor shall ensure that all security and entrance clearances are obtained. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the possibility of a breach of the activity's security or interrupt the continuity of its operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control in connection with work under the contract, may subject the Contractor, his agents or employees, to criminal liability under 18 U.S.C., Sections 793 and 798. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of the contract, the resolution of which may require the dissemination of official information, will be directed to the activity Commanding Officer. Deviations from, or violations of, any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

8.2 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

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

8.3 Minimum Protection Requirements for Controlled Unclassified Information

Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

8.4 Controlled Unclassified Information (CUI)

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

8.5 For Official Use Only (FOUO)

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

8.6 Security of Unclassified DoD Information on Non-DoD Information Systems (DoD 8582.01) DoD Policy

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

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

Information Safeguards

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

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

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

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives

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and compact disks, using the best encryption technology available to the Contractor or teaming partner.

e. Limit transfer of unclassified DoD information to subContractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.

f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS).

g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.

h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).

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

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

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

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

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

8.7 Operations Security

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

Critical information includes information regarding:

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

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

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

9.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

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

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

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

Contractor personnel under this Task Order shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.
- (4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

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

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

(e) Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship.

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Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (1) Payments by the Government under this Task Order are not subject to the Federal income tax withholdings.
- (2) Payments by the Government under this Task Order are not subject to the Federal Insurance Contributions Act.
- (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this Task Order.
- (4) The Contractor is not entitled to workman's compensation benefits by virtue of this Task Order.
- (5) The entire consideration and benefits to the Contractor for performance of this Task Order are contained in the provisions for payment under this Task Order.
- (f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
 - (1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
 - (2) The Contracting Officer shall promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (i) confirm the conduct is in violation and when necessary direct the mode of further performance,
 - (ii) countermand any communication regarded as a violation
 - (iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
 - (iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

10.0 SUBCONTRACTORS AND CONSULTANTS

- (a) In addition to the information required by Federal Acquisition Regulation (FAR) 52.244-2 in the Contractor's basic SeaPort-e contract, the Contractor shall include the following information in requests to add Subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts and consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.
 - (1) A copy of the proposed Subcontractor's cost or price proposal.
 - (2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime Contractor, or in the case where the proposed Subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the Subcontractor's prime SeaPort-e contract.
 - (3) Detailed justifications to include second-tier subcontracting to other Subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime Contractor.
- (b) As required by FAR 15.404-3(b) the Contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a Subcontractor or consultant."

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

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

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

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

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

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

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

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

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

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- (f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.
- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "Contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

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SECTION D PACKAGING AND MARKING

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) Task Order number
- 4) Whether the contract was competitively or non-competitively awarded
- 5) Sponsor: Name of Individual Sponsor, Name of Requiring Activity, City and State
- 6) Distribution Statement D

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

(End of Text)

DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this delivery order shall carry at a minimum the following Distribution Limitation Statement. Other statements may apply depending on the subject area and program. These statements will be supplied as GFI as needed. Word-processing files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. Additionally, each diskette delivered shall be marked externally with the statements and proper security classification.

DISTRIBUTION STATEMENT D - Distribution authorized to the Department of Defense and U.S DOD Contractors only; Administrative or Operational Use (date statement applied).
Other request for this document shall be referred to: Commander Naval Surface Warfare Center Panama City Division, Panama City, FL 32407 ATTN: Code E32

Destruction Notice - For classified documents, follow the procedures in DOD 5220.22M, National Industrial Security Program Operating Manual and Chapter 5, Section 7 of DOD 5200.1R, Information Security Program Regulation. For unclassified limited documents, destroy by any method that will prevent disclosure of the contents or reconstruction of the document.

Any document or portion thereof carrying the above statement must be submitted to NSWC PCD and be approved for public release prior to any public display or presentation.

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SECTION E INSPECTION AND ACCEPTANCE

52.246-5 Inspection of Services – Cost Reimbursement (Apr 1984)

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at government facilities identified in the task order and as directed by the COR via Technical Instructions. As specified in Section C 5.0 'Performance Based Requirements,' inspection and acceptance of services and deliverables will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at <http://cpars.navy.mil>

All deliverables shall be FOB Destination.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	5/24/2015 - 5/23/2016
9000	5/24/2015 - 5/23/2016

CLIN - DELIVERIES OR PERFORMANCE

Services described in this Task Order may be performed at the Contractor's facility, Government facilities identified in Section C, and travel locations specified by the COR. Location is dependent upon type of task being performed.

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

7000	5/24/2015 - 5/23/2016
9000	5/24/2015 - 5/23/2016

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

7001	5/24/2016 - 5/23/2017
7002	5/24/2017 - 5/23/2018
9001	5/24/2016 - 5/23/2017
9002	5/24/2017 - 5/23/2018

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SECTION G CONTRACT ADMINISTRATION DATA

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

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, all funding is identified/obligated at the sub contract line item (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional area or Technical Instruction that is funded incrementally could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha.

252.232-7006 Wide Area WorkFlow Payment Instructions. (May 2013)

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

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher

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

(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	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC -	_____

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Ship To Code -	
Ship From Code -	
Mark For Code -	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
Other DoDAAC(s)	

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

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

(g) *WAWF point of contact:*

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

- NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil; or
- NSWC PCD WAWF Point of Contacts (POCs): Janet.Stone@navy.mil and Brian.W.Young@navy.mil

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

(End of clause)

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 overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

(End of clause)

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

Accounting Data

SLINID	PR Number	Amount
700001	130049351600001	
LLA :		
AA 1751804 8C6C 252 SH377 0 050120 2D 000000 A00002838875		
Standard Number: N0002415WX00599		
700002	130050012300001	
LLA :		
AB 1751804 8C6C 252 SH377 0 050120 2D 000000 A00002886478		
Standard Number: N0002415WX00599		
700003	130050012400001	
LLA :		
AC 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002886785		
Standard Number: N0002415WX00599		
700004	130050012400002	
LLA :		
AC 97X4930 NH1D 252 77777 0 050120 2F 000000 A10002886785		
Standard Number: N0002415WX00599		

BASE Funding 30310.20
Cumulative Funding 30310.20

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

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

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

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

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted:

- (1) the total number of man-hours of direct labor expended during the applicable period;
- (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs;
- (3) a breakdown of other costs incurred; and
- (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run;
- (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include Subcontractor information.

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

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

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) an explanation of the circumstances necessitating the substitution;
- (2) a complete resume of the proposed substitute; and
- (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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(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.

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SECTION I CONTRACT CLAUSES

BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract apply to any Task Order resulting from this solicitation. Additionally, the below are also included at the task order level:

52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
<http://farsite.hill.af.mil/>

(End of Clause)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

52.216-8 – FIXED FEE (JUNE 2011)

52.222-17 – NON-DISPLACEMENT OF GOVERNMENT WORKERS (JAN 2013)

52.227-1 – AUTHORIZATION AND CONSENT (DEC 2007)

52.227-2 – NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

52.227-10 – FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (DEC 2007)

52.227-11 – PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (DEC 2007)

52.227-13 – PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT (DEC 2007)

52.232-20 – LIMITATION OF COST (APR 1984)

52.232-22 – LIMITATION OF FUNDS (APR 1984)

52.245-1 – GOVERNMENT PROPERTY (APR 2012)

52.245-9 – USES AND CHARGES (JUN 2007)

252.227-7013 – RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (FEB 2012)

252.227-7014 – RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012)

252.227-7015 – TECHNICAL DATA – COMMERCIAL ITEMS (DEC 2011)

252.227-7016 – RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

252.227 7019 – VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (SEP 2011)

252.227-7025 – LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR 2011)

252.227-7027 – DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

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252.227-7030 – TECHNICAL DATA – WITHOLDING OF PAYMENT (MAR 2000)

252.227 7037 – VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2012)

252.227 7039 – PATENTS – REPORTING OF SUBJECT INVENTIONS (APR 1990)

252.245-7001 – TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)

252.245-7002 – REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

252.245-7003 – CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

252.245-7004 – REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)

52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the end of the task order current period of performance.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

(End of clause)

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

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.244-2 Subcontracts (Oct 2010)

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

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

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

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

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

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

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER’S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

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

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following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination –

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

(a) Definitions. As used in this clause --

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“Covered Subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.”

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under.”

(b) The Contractor --

(1) Agrees not to --

(i) Enter into any agreement with any of its employees or independent Contractors that requires, as a condition of employment, that the employee or independent Contractor agree to resolve through arbitration

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent Contractor that mandates that the employee or independent Contractor resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered Subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent Contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor’s or Subcontractor’s agreements with employees or independent Contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

252.225-7043 -- ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. “United States,” as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall^{3/4}

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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(c) The requirements of this clause do not apply to any subcontractor that is³/₄

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 DD1423 Contract Data Requirements List

Attachment J.2 DD254 Contract Security Classification Specification

Attachment J.7 Desired Qualifications for Key Personnel