

2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 14-Aug-2016	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (if applicable) N/A
6. ISSUED BY CODE	N00167	7. ADMINISTERED BY (if other than Item 6) CODE	S2404A SCD: C

NSWC, CARDEROCK DIVISION, MARYLAND
 9500 MacArthur Blvd
 West Bethesda MD 20817
 esterlena.unger@navy.mil 301-227-0548

DCMA Manassas
 14501 George Carter Way, 2nd Floor
 Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Vision Point Systems, Inc. 1700 Kraft Drive, Suite 2150 Blacksburg VA 24060-6686	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7991-FD01 10B. DATED (SEE ITEM 13) 04-Apr-2016
CAGE CODE 3T8W5 FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), FAR 52.217-9 and FAR 52.232-22
[]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) William Shaw, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Egbert M Goodman, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/William Shaw (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/Egbert M Goodman (Signature of Contracting Officer)
15C. DATE SIGNED 14-Sep-2016	16C. DATE SIGNED 14-Sep-2016

GENERAL INFORMATION

The purpose of this modification is to (a) exercise the option under CLINs 7100 and CLIN 9100, (b) add funding in the amount of [REDACTED] and (c) change the payment instruction clause . Accordingly, said Task Order is modified as follows:

1. The total amount of funds obligated to the task is hereby decreased from [REDACTED] by [REDACTED] to [REDACTED]. This decreased is due to an error on previous modifications. The [REDACTED] reflects the amount of funding that has been obligated to date.

2. Sections B and G are revised as follows:

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7100 (Holding CLIN)	Fund Type - TBD	0.00	[REDACTED]	[REDACTED]
7101	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
7102	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
7103	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
7104	RDT&E	0.00	[REDACTED]	[REDACTED]
9100 (Holding CLIN)	Fund Type - TBD	0.00	[REDACTED]	[REDACTED]
9101	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
9102	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
9103	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
9104	RDT&E	0.00	[REDACTED]	[REDACTED]

3. The CLINs 7100 and 9100 Option is hereby exercised at the quantity and price set forth on Task Order N00178-14-D-7991-FD01. As a result of this option exercise the total value of the order is hereby increased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED].

4. The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7100	4/4/2017 - 4/3/2018	9/14/2016 - 9/13/2017
7101		9/14/2016 - 9/13/2017
7102		9/14/2016 - 9/13/2017
7103		9/14/2016 - 9/13/2017
7104		9/14/2016 - 9/13/2017
9100	4/4/2017 - 4/3/2018	9/14/2016 - 9/13/2017
9101		9/14/2016 - 9/13/2017
9102		9/14/2016 - 9/13/2017
9103		9/14/2016 - 9/13/2017
9104		9/14/2016 - 9/13/2017

5. Section G clause entitled " SEA 5252.232-9104 ALLOTMENT FUNDS (MAY 1993)" has been revised as follows:

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MOD 05

7101 130059019800001 [REDACTED]
LLA :
AC 1761106 1A1A 251 67854 067443 2D M95450 6RCEDP8506LV
Standard Number: M9545016RCEDP85 / AA
TI-04. 2410(a) authority is hereby invoked.

7102 130058986900001 [REDACTED]
LLA :
AD 1761107 1A1A 251 67854 067443 2D M95450 6RCED05006FY
Standard Number: M9545016RCED50 / AA
TI-05. 2410(a) authority is hereby invoked.

7103 130058968000001 [REDACTED]
LLA :
AE 97X4930 NH1C 251 77777 0 050120 2F 000000 A00003567258
TI-06. 2410(a) authority is hereby invoked.

7104 130058977400001 [REDACTED]
LLA :
AF 97X4930 NH1C 251 77777 0 050120 2F 000000 A00003567301
TI-07.

9101 130059019800002 [REDACTED]
LLA :
AC 1761106 1A1A 251 67854 067443 2D M95450 6RCEDP8506LV
Standard Number: M9545016RCEDP85 / AA
TI-04. 2410(a) authority is hereby invoked.

9102 130058986900002 [REDACTED]
LLA :
AD 1761107 1A1A 251 67854 067443 2D M95450 6RCED05006FY
Standard Number: M9545016RCED50 / AA
TI-05. 2410(a) authority is hereby invoked.

9103 130058968000002 [REDACTED]
LLA :
AE 97X4930 NH1C 251 77777 0 050120 2F 000000 A00003567258
TI-06. 2410(a) authority is hereby invoked.

9104 130058977400002 [REDACTED]
LLA :
AF 97X4930 NH1C 251 77777 0 050120 2F 000000 A00003567301
TI-07.

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

6. The end of task order performance remains unchanged at 03 April 2021, if all options are exercised.

7. The contractor is not authorized to start performance associated with the funding cited in the Technical Instruction (TI) until the Contracting Officer and the Contracting Officer's Representative receive a signed copy of the TI-04, TI-05, TI-06 and TI-07 from the contractor.

8. Under Section G the payment instruction clause 252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009) is being deleted in its entity and clause 252.204-0010 Contract-wide: by Cancellation Date. (SEP 2009) is being incorporated.

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The contractor hereby waives the preliminary notification requirements in FAR Clause 52.217-9.

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

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	Holding CLIN - Base Year: Engineering and support services for corrosion control and materials science IAW Section C. From date of task order award through 12 months after date of task order award. (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
		Max Fee			██████████		
		Min Fee			██████████		
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7001	R425	Funding for Labor (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Max Fee			██████████		
		Min Fee			██████████		
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7002	R425	Funding for Labor (RDT&E)	1.0	LO	██████████	██████████	██████████
		Max Fee			██████████		
		Min Fee			██████████		
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7003	R425	Funding for Labor (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee			\$ [REDACTED]		
		Min Fee			\$ [REDACTED]		
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7100	R425	Holding CLIN - Option Year 1: Engineering and support services for corrosion control and materials science IAW Section C. (Fund Type - TBD)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
		Max Fee			\$ [REDACTED]		
		Min Fee			\$ [REDACTED]		
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7101	R425	Funding for Labor (Fund Type - OTHER)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
		Max Fee			\$ [REDACTED]		
		Min Fee			\$ [REDACTED]		
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7102	R425	Funding for Labor (Fund Type - OTHER)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
		Max Fee			\$ [REDACTED]		
		Min Fee			\$ [REDACTED]		
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7103	R425	Funding for Labor (Fund Type - OTHER)	1.0	LO	██████████	██████████	██████████
		Max Fee			\$ ██████████		
		Min Fee			\$ ██████████		
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7104	R425	Funding for Labor (RDT&E)	1.0	LO	██████████	██████████	██████████
		Max Fee			\$ ██████████		
		Min Fee			\$ ██████████		
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7200	R425	Contract Year 3, Option Year 2: Engineering and support services for corrosion control and materials science IAW Section C. From 25 months after date of task order award through 36 months after date of task order award. (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
		Option					
		Max Fee			\$ ██████████		
		Min Fee			\$ ██████████		
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7300	R425	Contract Year 4, Award Term 1: Engineering and support services for corrosion control and materials science IAW Section C. From 37 months after date of task order	1.0	LO	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		award through 48 months after date of task order award. (Fund Type - TBD)					
		Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7400	R425	Contract Year 5, Award Term 2: Engineering and support services for corrosion control and materials science IAW Section C. From 49 months after date of task order award through 60 months after date of task order award. (Fund Type - TBD)	1.0	LO			
		Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Holding CLIN - Base Year: Other Direct Costs in support of CLIN 7000. Not to Exceed \$ (Fund Type - TBD)	1.0	LO	
9001	R425	Funding for ODCs (Fund Type - OTHER)	1.0	LO	
9002	R425	Funding for ODCs (RDT&E)	1.0	LO	
9003	R425	Funding for ODCs (Fund Type - OTHER)	1.0	LO	
9100	R425	Holding CLIN - Option Year 1: Other Direct Costs in support of CLIN 7100. Not to Exceed \$ (Fund Type - TBD)	1.0	LO	
9101	R425	Funding For ODCs (Fund Type - OTHER)	1.0	LO	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9102	R425	Funding for ODCs (Fund Type - OTHER)	1.0	LO	██████████
9103	R425	Funding for ODCs (Fund Type - OTHER)	1.0	LO	██████████
9104	R425	Funding for ODCs (RDT&E)	1.0	LO	██████████
9200	R425	Contract Year 3, Option Year 2: Other Direct Costs in support of CLIN 7200. Not to Exceed \$ ██████████ (Fund Type - TBD) Option	1.0	LO	██████████
9300	R425	Contract Year 4, Award Term 1: Other Direct Costs in support of CLIN 7300. Not to Exceed \$ ██████████ (Fund Type - TBD) Option	1.0	LO	██████████
9400	R425	Contract Year 5, Award Term 2: Other Direct Costs in support of CLIN 7400. Not to Exceed \$ ██████████ (Fund Type - TBD) Option	1.0	LO	██████████

Level of Effort:

The level of effort for the performance of this task order is based upon an anticipated total estimated level of effort of 432,000 man-hours of direct labor. The estimated composition of the man-hours of direct labor can be found in the chart below:

Labor Category	Primary Place of Performance	Hours Per Year	Overtime Hrs	Total
			Per Year	Potential Hrs
Sr. Program Mgr *	Gov't Site - West Bethesda	1920	0	9600
Program Mgr *	Gov't Site - West Bethesda	1920	0	9600
Logistics Eng. Mgr *	Gov't Site - West Bethesda	1920	0	9600
Systems Eng. Mgr. *	Gov't Site - West Bethesda	1920	0	9600
Senior Logistician *	Gov't Site - West Bethesda	1920	0	9600
Sr. Systems Eng. *	Gov't Site - West Bethesda	1920	0	9600
Eng Proj. Mgr	Gov't Site - West Bethesda	9600	0	48000
Sr. Engineer	Gov't Site - West Bethesda	7680	0	38400
Engineer	Gov't Site - West Bethesda	13440	0	67200
Statistician	Gov't Site - West Bethesda	1920	0	9600
Jr. Engineer	Gov't Site - West Bethesda	17280	0	86400
Sr. Tech	Gov't Site - West Bethesda	11520	0	57600
Tech	Gov't Site - West Bethesda	9600	0	48000
Administrative	Gov't Site - West Bethesda	3840	0	19200
Total Hours				432,000

* Denotes Key Personnel

Offerors are to propose on the labor categories and hour estimates provided as the Level of Effort. Offerors who propose other than what is specified may be considered non-responsive.

Award of Options In Award Term Periods

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NOTE: Exercise of option CLINs in award term periods are contingent upon the award term option period of the basic contract being exercised.

CLIN/SLIN Structure

For proposal purposes, the CLINs 7000 (Services) and 9000 (Other Direct Costs) will represent the Parent CLINs for the resultant order. For administrative purposes, ceiling amounts under the parent CLINs will be subsequently re-allocated to new CLINs associated with various technical instructions issued and/or Appropriation types.

INCENTIVE FEE

The minimum fee shall be 2%, the maximum fee shall be 8%. The Offeror shall not propose a target fee in excess of 5.5% of costs.

Government/Contractor Share Ratio is 50/50

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee and Target Fee percentages, if less than the solicitation stated thresholds, will be incorporated in FAR clause 52.216-10 INCENTIVE FEE in SECTION I.

(1) The final target cost, target fee amounts shall be based upon the actual level of effort the contractor provides as explained in the following paragraphs:

CPIF LABOR ITEMS	LABOR HOURS	TARGET COST	TARGET FEE* (NTE = 5.5%)	TOTAL TARGET COST/FEE AMT
7000	86,400	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7000 Rate/Hr		\$ [REDACTED]/HR	\$ [REDACTED]/HR	\$ [REDACTED]/HR
7100	86,400	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7100 Rate/Hr		\$ [REDACTED]/HR	\$ [REDACTED]/HR	\$ [REDACTED]/HR
7200	TBD	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7200 Rate/Hr		\$ [REDACTED]/HR	\$ [REDACTED]/HR	\$ [REDACTED]/HR
7300	TBD	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7300 Rate/Hr		\$ [REDACTED]/HR	\$ [REDACTED]/HR	\$ [REDACTED]/HR
7400	TBD	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7400 Rate/Hr		\$ [REDACTED]/HR	\$ [REDACTED]/HR	\$ [REDACTED]/HR

(i) The final CPIF target cost for CLIN 7000 and (if and to the extent Options are exercised) Option CLIN(s) 7100 and 7200 and (if Award Terms are awarded) CLINs 7300 and 7400 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target cost column

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including cost of money, in the preceding table.

(ii) The final CPIF target fee for CLIN 7000 and (if and to the extent Options are exercised) Option CLIN(s) 7100 and 7200 and (if Award Terms are awarded) CLIN(s) 7300 and 7400 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target fee column of the preceding table.

Pass Through/Subcontractor Labor Costs

Note: If fee is included in the pass through rate for subcontractor labor costs, the prime contractor is requested to identify what percentage of the pass through cost is considered fee in its cost proposal. The maximum labor pass through rate (which includes all adders and any prime contractor fee applied to subcontractor labor costs) shall not exceed 8%.

HBQ-2-0015 Payment of Fee(s) (Level of Effort-ALT 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-fixedfee type contracts for level of effort type contracts.

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

(End of Text)

NOTE: The Conflict of Interest clause contained in the Basic Contract is hereby invoked.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

Engineering and Technical Services for the NSWCCD Corrosion and Coatings Engineering Branch

1.0 INTRODUCTION

The Naval Surface Warfare Center Carderock Division is responsible for a broad spectrum of materials engineering programs in the areas of marine corrosion, materials, engineering, electrochemistry, coatings, power control systems and environmental effects as related to US Marine Corps and US Navy vessels, vehicles, weapon systems, operational energy, and related equipment. NSWCCD provides fleet Research Development, Test & Evaluation (RDT&E) support at command, intermediate maintenance, and fleet field sites throughout the US.

The primary efforts are performed at NSWC Carderock, West Bethesda, MD facility with occasional travel to the following field activities: Camp Pendleton, CA; Camp Lejeune, NC; Cherry Point, NC; Kaneohe Bay, HI; Okinawa, Japan; Norfolk, VA; San Diego, CA; Quantico, VA; Norfolk Naval Shipyard; Norfolk Naval Base and San Diego Naval Station. Field activities and personnel assignments can include all applicable Department of Defense (DoD) sites, associated programmatic locations, and other Government agency sites as defined by program requirements.

2.0 REFERENCE DOCUMENTS

Work performed under this Task Order shall conform to the requirements set forward in the following references (the latest versions are applicable; the web sites are as follows:

TMs – <https://portal.logcom.usmc.mil/sites/pubs/default.aspx>

ASTM Chapters and Standards – <http://www.nstcenter.biz>

- 2.1 TM 4795-OR/1A, Organizational Corrosion Prevention and Control Procedures
- 2.2 TM 3080-50, Corrosion Prevention and Control, Depot Maintenance
- 2.3 TM 4750-OD/1, Paint, Coating, Underbody and Registration Markings
- 2.4 TM 4750-OD/2, Camouflage Paint Patterns
- 2.2 NSTM Chapter 631, Technical Manual, Preservation of Ships in Service

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2.3 Standard Item 009-32, NAVSEA Standard, cleaning and Painting Requirements

3.0 SCOPE

Provide engineering and technical services to NSWCCD. Support to include:

3.1 Engineering Services and Support

The contractor shall provide engineering and technical services to identify, demonstrate, and transition state-of-the-art methods in corrosion control and materials science for both the US

Marine Corps and US Navy. Support sponsoring agencies project goals for failure analysis, experimental design, data gathering, and data analysis. The contractor shall conduct investigations that pertain to advances in corrosion control and materials technologies and methodologies, laboratory and field data-gathering methods. The contractor shall write papers, develop presentations, host and attend meetings for technical advances that pertain to the work performed for the sponsoring agencies. Specific programs include, but are not limited to, the following:

3.1.1 Marine Corps and Naval Expeditionary Corrosion Control Programs Engineering Services and Support

3.1.1.1 Corrosion Prevention Products and Materials Program (CPPMP)

3.1.1.1.1 Provide engineering support in the identification of new and improved corrosion control products and materials.

3.1.1.1.2 Develop and execute laboratory test plans to evaluate the performance of newly identified corrosion control products and materials as compared to currently authorized materials and products.

3.1.1.1.3 Develop and execute field test plans to validate the efficacy of successful candidates produced from laboratory testing.

3.1.1.1.4 Authorize successful field test candidates for USMC use via inclusion into TM-4795-OR/1A.

3.1.1.2 Improved Maintenance Processes Through Engineering Analysis and Review

3.1.1.2.1 Evaluate USMC Corrosion Rehabilitation Facilities (CRF) and Depots to determine best practices for maintenance operations and performance.

3.1.1.2.2 Recommend new equipment and processes to improve quality and reduce costs.

3.1.1.2.3 Recommend new or improved maintenance procedures to improve quality and to reduce costs.

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3.1.1.3 New Acquisition\PEO\Program Office\Program Manager Support

3.1.1.3.1 Provide engineering analysis and support to acquisition program offices in the areas of corrosion control and material selection.

3.1.1.3.2 Contract language to improve corrosion resistance for new acquisitions.

3.1.1.3.3 Develop and execute laboratory and field level test plans for Program Office Corrosion Prevention and Control Plans.

3.1.1.3.4 Provide analysis services to validate vendor corrosion control plans.

3.1.1.3.5 Provide onsite verification of vendor corrosion control procedures.

3.1.1.4 Special Program Initiatives

3.1.1.4.1 Provide engineering support for fleet identified material, biofouling control and corrosion control issues.

3.1.1.4.2 Conduct field investigations to identify root causes for fleet identified material, biofouling control and corrosion control issues.

3.1.1.4.3 Develop and execute laboratory test plans to evaluate the solutions to fleet identified material, biofouling control and corrosion control issues.

3.1.1.4.4 Develop and execute field test plans to validate the efficacy of successful candidates identified by laboratory testing.

3.1.1.5 Office of Secretary of Defense Corrosion Program Support

3.1.1.5.1 Identify materials and products that reduce the cost of corrosion for the USMC ground assets that are applicable to other DoD services.

3.1.1.5.2 Develop return on investment calculations to support OSD project development efforts.

3.1.1.5.3 Develop and execute laboratory test plans to evaluate the solutions to fleet identified materials, biofouling control and corrosion control issues.

3.1.1.5.4 Develop and execute field test plans to validate the efficacy of successful candidates produced from laboratory testing.

3.1.1.6 Technical Documentation Updates

3.1.1.6.1 Develop revisions to Technical Manuals that include, but are not limited to, TM 4795-OR/1A, TM 3080-50, TM 4750-OD/1, TM 4750-OD/2, as well as Navy Maintenance Requirements Cards, Maintenance Instruction Processes and other specifications, maintenance and requirements documentation.

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3.1.1.7 ONR (Office of Naval Research) Research Activities Support

3.1.1.7.1 Provide engineering support to the development and execution of ONR programs such as FNC (Future Naval Capabilities), D&I (Discovery and Invention), and TIPS (Technology Insertion Program Savings).

3.1.2 Navy Engineering Services and Support

3.1.2.1 Paint Center of Excellence (PCOE) engineering support

3.1.2.1.1 Provide engineering support in the identification of new programs to reduce corrosion costs for the US Navy.

3.1.2.1.2 Develop and execute laboratory test plans in support of PCOE investigations.

3.1.2.1.3 Develop and execute field test plans to validate the efficacy of successful candidates for PCOE investigations.

3.1.2.1.4 Develop technical reports on the results from PCOE tests.

3.1.2.1.5 Provide site hosting, maintenance, document uploads, monthly statistics for the NSTCenter.biz site.

3.1.2.2 Fleet Ship Corrosion Surveys

3.1.2.2.1 Develop methodologies and data gathering and storage techniques for fleet wide corrosion surveys.

3.1.2.2.2 Integrate survey data into fleet databases and maintenance forms such as 2-kilos.

3.1.2.2.2 Analyze survey data for accuracy and perform trend analysis to discover class-wide corrosion issues.

3.1.2.2.3 Report summary survey data for specific ship surveys.

3.1.2.3 Biofouling Control

3.1.2.3.1 Provide engineering support to the US Navy biofouling programs.

3.1.2.3.2 Develop and execute laboratory test plans in support of biofouling investigations.

3.1.2.3.3 Develop and execute field test plans to validate the efficacy of successful candidates for biofouling investigations.

3.1.2.3.4 Develop technical reports based on the results from biofouling tests.

3.1.2.3.5 Develop methodologies, gathering and storage techniques for fleet wide biofouling and maintenance data.

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3.1.2.4 Nonskid support

- 3.1.2.4.1 Provide engineering support to the US Navy nonskid programs.
- 3.1.2.4.2 Develop and execute laboratory test plans in support of nonskid investigations.
- 3.1.2.4.3 Develop and execute field test plans to validate the efficacy of successful candidates for nonskid investigations.
- 3.1.2.4.4 Develop technical reports on the results from nonskid tests.

3.1.2.5 Rubber Testing

- 3.1.2.4.1 Provide engineering support to the US Navy rubber programs.
- 3.1.2.4.2 Develop and execute laboratory test plans in support of rubber investigations.
- 3.1.2.4.3 Develop and execute field test plans to validate the efficacy of successful candidates for rubber investigations.
- 3.1.2.4.4 Develop technical reports on the results from rubber tests.

3.1.2.5 Cathodic Protection Support

- 3.1.2.5.1 Develop and maintain Impressed Current Cathodic Protection (ICCP) Log Database to ensure proper ICCP functions.
- 3.1.2.5.2 Analyze ICCP data for system functionality.
- 3.1.2.5.3 Develop and execute laboratory test plans for new cathodic protection equipment performance verification.
- 3.1.2.5.4 Develop and execute field test plans for cathodic protection system ship checks.

3.1.2.6 Protective Coatings

- 3.1.2.6.1 Provide engineering support to the US Navy protective coatings programs.
- 3.1.2.6.2 Develop and execute laboratory test plans in support of protective coatings investigations.
- 3.1.2.6.3 Develop and execute field test plans to validate the efficacy of successful candidates for protective coating investigations.
- 3.1.2.6.4 Develop technical reports on the results from protective coating tests.

3.2 Laboratory Test Development, Demonstration and Evaluation

The contractor shall conduct laboratory investigations to test the performance of materials and

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systems in accelerated environments. The laboratory investigations shall include both standards base testing, such as ASTM, MIL SPEC, ISO, and custom engineering scale tests. Specific programs include but are not limited to the following:

3.2.1 Marine Corps and Naval Expeditionary Corrosion Control Programs Support

3.2.1.1 Corrosion Prevention Products and Materials Program (CPPMP)

3.2.1.1.1 Conduct laboratory tests to evaluate the performance of newly identified corrosion control products and materials as compared to currently authorized materials and products.

3.2.1.2 New Acquisition\PEO\Program Office\Program Manager Support

3.2.1.2.1 Conduct laboratory tests to evaluate the corrosion control performance of materials and products.

3.2.1.3 Special Program Initiatives

3.2.1.3.1 Conduct laboratory tests to evaluate solutions to fleet identified materials and corrosion control issues.

3.2.1.4 Office of Secretary of Defense Corrosion Program Support

3.2.1.4.1 Conduct laboratory tests to evaluate the solutions to fleet identified materials and corrosion control issues.

3.2.1.5 ONR Research Activities Support

3.2.1.5.1 Conduct laboratory tests in support of ONR programs such as, but not limited to FNC, D&I, and TIPS.

3.2.2 Navy Services and Support

3.2.2.1 Paint Center Of Excellence Services and Support

3.2.2.1.1 Conduct laboratory tests in support of PCOE investigations.

3.2.2.2 Biofouling Control Services and Support

3.2.2.2.1 Conduct laboratory tests in support of biofouling investigations.

3.2.2.3 Nonskid Coatings Services and Support

3.2.2.3.1 Conduct laboratory tests in support of nonskid investigations.

3.2.2.4 Cathodic Protection Technology Services and Support

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3.2.2.4.1 Perform laboratory testing of cathodic protection system components to ensure proper corrosion control performance.

3.2.2.5 Rubber Testing Services and Support

3.2.2.5.1 Conduct rubber conformance testing to ensure materials meet specification requirements.

3.3 Field Test Development Demonstration and Evaluation

The contractor shall conduct platform based demonstrations, as part of technology development, fleet demonstration, proof-of-concept, and technology transition goals. The contractor shall conduct logistics associated with off-site demonstrations, demonstration support, and data collection, such as coordination, scheduling, interaction with fleet personnel, subcontractors and government personnel and physical performance of demonstration effort. Specific programs include but are not limited to the following:

3.3.1 Marine Corps and Naval Expeditionary Corrosion Control Programs Support

3.3.1.1 Corrosion Prevention Products and Materials Program (CPPMP)

3.3.1.1.1 Conduct field testing to validate the efficacy of successful candidates produced from laboratory testing.

3.3.1.2 New Acquisition\PEO\Program Office\Program Manager Support

3.3.1.2.1 Conduct field demonstrations to evaluate the corrosion control performance of materials and products for specific weapon systems and vehicle platforms.

3.3.1.3 Special Program Initiatives

3.2.1.3.1 Conduct field demonstrations of new products and materials for corrosion control for organizational, intermediate, and depot level maintenance activities.

3.2.1.3.2 Conduct field demonstrations of equipment to optimize corrosion control activities.

3.2.1.3.3 Conduct field demonstrations of corrosion control procedures for improved productivity and effectiveness.

3.2.1.3.4 Conduct field condition surveys of ground vehicles and weapon systems.

3.3.1.4 Office of Secretary of Defense Corrosion Programs Support

3.3.1.4.1 Conduct field tests to evaluate the solutions to fleet identified materials and corrosion control issues.

3.3.1.5 ONR Research Activities Support

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3.3.1.5.1 Conduct field tests in support of ONR programs such as FNC, D&I, and TIPS.

3.3.2 Navy Services and Support

3.3.2.1 Paint Center Of Excellence Services and Support

3.3.2.1.1 Conduct field tests in support of PCOE investigations.

3.3.2.2 Biofouling Services and Support

2.3.2.2.1 Conduct field investigations, work and testing in support of Biofouling investigations.

3.3.2.3 Nonskid Coating Services and Support

3.3.2.3.1 Conduct field tests in support of nonskid investigations.

3.3.2.4 Cathodic Protection Technology Services and Support

3.3.2.4.1 Perform ship checks to ensure proper function of cathodic protection systems.

3.3.2.5 Rubber Testing Services and Support

3.3.2.5 Conduct field investigations to ensure material conformance to specifications.

3.3.2.6 Ship Surveys Services and Support

3.3.2.6.1 Conduct fleet wide, shipboard, coatings and corrosion surveys.

3.4 Advanced Data Analytics and Visualization

The contractor shall research, compile, and analyze technical data. Potential data sources include, but are not limited to, government, public, and private industry resources as well as interviews, surveys, and laboratory/field investigations. It is anticipated that techniques such as advanced computation analysis, multi-dimensional presentation/archiving, boundary element and finite element analysis, and software modeling and prediction will be required. Specifically, the contractor shall produce enhanced imaging and data compilation for use in data analysis, interpretation, prediction/prognostics programs, fleet demonstrations and product development. Computation efforts may also include integration with prototype equipment, materials characterization, database development and presentation.

3.5 Laboratory Operations and Management

The contractor shall operate and maintain laboratory and field test equipment at the West Bethesda, MD government site. The contractor shall be proficient in the operation and maintenance of accelerated corrosion chambers, environmental test chambers, coatings performance test equipment, coatings characterization equipment, and coatings quality assurance equipment. The contractor shall maintain a schedule for laboratory and associated field projects

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that include equipment usage and task tracking. The contractor shall maintain an inventory of equipment, materials, test specimens, and consumables. Specific tasking for laboratory operation and management includes but is not limited to the following:

3.5.1 Maintain and operate accelerated corrosion chambers, including: ASTM B117 Corrosion Chambers, Rain Chamber, QSun, QUV, Autotech Cyclic Corrosion Chambers, Environmental Chambers, gravelometers, and DTMA.

3.5.2 Maintain and operate coating application equipment, including: Plural Component spray equipment, airless spray equipment, conventional spray pressure pot equipment, and spray booths and be proficient in the operation and application techniques associated with this equipment .

3.5.3 Maintain and operate surface preparation equipment, including: abrasive blast cabinets, power tools, and needle guns.

3.5.4 Maintain dehumidification cabinets for sample preservation.

3.5.5 Manage the laboratory's safety inspection program, safety equipment, chemical disposal, inventory, maintenance, material handling, processing, coating application, operations, and material procurement.

4.0 TRAVEL

4.1 Occasional travel may be required to the following locations: Camp Pendleton, CA; Camp Lejeune, NC; Cherry Point, NC; Kaneohe Bay, HI; Okinawa, Japan; Norfolk, VA; San Diego, CA; Quantico, VA; Norfolk Naval Shipyard; Norfolk Naval Base and San Diego Naval Station. Field activities and personnel assignments can include all applicable Department of Defense (DoD) sites, associated programmatic locations, and other Government agency sites as defined by program requirements. Exact travel locations and duration will be called out by each TI.

5.0 DELIVERABLES – TECHNICAL AND FINANCIAL REPORTS

5.1 Technical Reports: Technical reports shall be provided to the Technical Point of Contact per request and include efforts such as shipboard installations, surveys, and technical evaluations. -IAW DD Form 1423 A004

5.2 The Incurred Costs Report is a report that captures a summary of all costs incurred to date. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning 30 days after award and every 30 days thereafter. -IAW DD Form 1423 A002

5.3 Progress: Detailed progress reports shall be delivered to the Task Order Manager and Technical Point of Contact on a monthly basis and shall include initiative progression, completion percentage. IAW DD Form 1423 A003

5.4 The Burn Rate Analysis Report is a summary report that captures the rate at which the

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money is expended. -IAW DD Form 1423, A001 This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning 30 days after award and every 30 days thereafter.

5.5 Travel Reports: The contractor shall provide a detailed travel report whenever installations are completed that require personnel to travel. The travel report shall include but not be limited to destination, number of travelers, duration of stay, efforts completed, issues, recommendations, and cost in man-hours and dollars. - IAW DD Form 1423 A005

5.6 Financial Reports: Detailed progress reports shall be delivered to the Task Order Manager and Technical Point of Contact on a monthly basis and shall include, cost to complete tracking, and total costs, broken down by dollars and man-hours. IAW DD Form 1423A006

5.7 Other Reports: The requirement for additional reports beyond those mentioned above might be necessary and any instruction would be provided by the Task Order Manager. - IAW DD Form 1423 A007

6.0 PERSONNEL QUALIFICATIONS

6.1 General Requirements

6.1.1 The contractor shall be responsible for employing technically qualified and trained personnel to perform the tasks to be performed hereunder and where requested provide resumes and similar work experience to document employee competencies. In addition, the contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets or exceeds the task order specification requirements. In the event an individual proposed for performance under the resultant task order is not currently employed by the offeror, the offeror shall include with the listing, a letter of intent signed by that individual that states the individual's intent to accept employment with that offeror within thirty (30) days of task order award if the task order is awarded to the offeror.

6.1.2 The Government reserves the right, during the term of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this task order shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

6.1.3 If the contracting officer questions the qualifications or competence of any person performing under the task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

6.2 Key Personnel

6.2.1 The following labor categories are designated Key Personnel for this task order. Resumes

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will be submitted for each category in the quantities indicated in parenthesis by the key category description. In addition, the contractor is responsible for employing those personnel proposed under the "Key Personnel" categories identified under this task order. Any substitution/addition of personnel under those identified as Key Personnel shall be subject to the Substitution of Key Personnel Clause identified under the Basic Seaport Order. The Target Education and Qualifications for the key labor categories below are as follows:

6.2.2 Note: Requirements for Key Personnel are target requirements unless the labor category is identified with "Minimum Requirements", in which case the qualifications stated represent the minimum.

6.2.3 Senior Program Manager* (1 resume):

Target Education: A Bachelor's degree in engineering and should be a Certified Professional Engineer.

Target Experience: Ten (10) years professional experience in the field of corrosion control engineering for DoD. Recent experience (past 5 years in DoD) in Corrosion Control Programs, will be more highly rated.

6.2.4 Program Manager* (1 resumes):

Target Education: A Bachelor's degree in engineering and should have the following certifications: NMBPI, S-CAT, SSPC C-1.

Target Experience: Ten (10) years of professional experience in the field of corrosion engineering for the DoD. Recent experience (past 5 years in DoD) in Corrosion Control Programs, will be more highly rated.

6.2.5 Logistics Engineering Project Manager* (1 resume):

Target Education: A Bachelor's degree and should have the following certifications: DAWIA Level II, lean six sigma training.

Target Experience: Ten (10) years of professional Logistics Engineering experience for the US Marine Corps or US Navy. Recent experience (past 5 years in DoD) in Corrosion Control Programs, will be more highly rated.

6.2.6 Systems Engineering Manager* (1 resume):

Target Education: A Bachelor's degree in engineering or computer science and should have the following certifications: NMBPI, S-CAT, NACE CP-2.

Target Experience: Eight (8) years of professional experience in data analysis and/or application development. Recent experience (past 5 years in DoD) in Corrosion Control Programs, will be more highly rated.

6.2.7 Senior Logistician* (1 resume):

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Target Education: The Senior Logistician should have a Bachelor's degree and should have the following certifications: DAWIA Level 2.

Target Experience: Eight (8) years professional experience in Logistics for US Marine Corps or US Navy Programs to support corrosion prevention and control. Recent experience (past 5 years in DoD) in Corrosion Control Programs, will be more highly rated.

6.2.8 Senior Systems Engineer* (1 resume):

Target Education: The Senior Systems Engineer shall have a Bachelor's degree in engineering or computer science and should have the following certifications: NACE S-CAT certified, SSPC NMBPI or NACE I.

Target Experience: Eight (8) years professional experience in data analysis and/or application development. Recent experience (past 5 years in DoD) in Corrosion Control Programs, will be more highly rated.

6.3 Non-Key Personnel

6.3.1 The following labor categories are designated non-Key Personnel for this task order. Although resumes are not required for Non-Key Personnel, offerors must certify that all proposed personnel meet the prescribed requirements. All non-key personnel performing under this task order shall meet the Government's minimum education and experience requirements during the five (5) year period of performance.

The minimum education and qualifications for the respective non-key labor categories are as follows:

6.3.2 Engineering Project Manager:

Education/Experience: The Engineering Project Manager shall have a Bachelor's degree in engineering with a minimum of ten (10) years of professional experience in the field of corrosion engineering for the Department of Defense (DoD).

6.3.3 Senior Engineer:

Education/Experience: The Senior Engineer shall have a Bachelor's degree in engineering or computer science with a minimum of 8 years professional experience in data analysis and/or application development.

6.3.4 Engineer

Education/Experience: The Engineer shall have a Bachelor's degree in engineering with four (4) years of experience in Coatings or Corrosion Control.

6.3.5 Statistician

Education/Experience: The Statistician shall have a Bachelor's of Science degree with four (4) years of professional experience analyzing US Navy or US Marine Corps data for corrosion

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performance of materials and cost of corrosion data.

6.3.6 Junior Engineer

Education/Experience: The Junior Engineer shall have a Bachelor's degree in engineering with two (2) years of laboratory or field experience in Coatings or Corrosion Control.

6.3.7 Senior Technician

Education/Experience: The Senior Technician shall have a Bachelor's degree with four (4) years laboratory experience in the discipline of corrosion, coatings, and/or metallurgy, or six (6) years laboratory experience in the discipline of corrosion, coatings, and/or metallurgy and shall be NMBPI certified, NACE I, S-CAT certified.

6.3.8 Technician

Education/Experience: The Technician shall have an Associate's degree or two (2) years technician experience.

6.3.9. Administrative

Education/Experience: The Administrative position shall have an Associate's degree or two (2) years of professional experience.

7.0 CONTRACTOR PERSONNEL IDENTIFICATION

7.1 In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.

8.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION.

8.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NSWCCD 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>.

9.0 SECURITY REQUIREMENTS

All Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 86 Form

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and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated. For Common Access Card (CAC) card you must have a favorably adjudicated investigation, or a final security clearance. A CAC Card will not be issued to contractors who have an interim security clearance.

CAR-C02 ON-SITE ENVIRONMENTAL AWARENESS (AUG 2009)

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

(b) The contractor shall ensure that each contractor employee reads the document entitled, "Carderock Division Environmental Policy and Commitment" within 30 days of commencing performance at NSWCCD-SSES. This document is available at

[https://crbewebappdev.dt.navy.mil/intranet/documents/policy/Environmental Policy.pdf](https://crbewebappdev.dt.navy.mil/intranet/documents/policy/Environmental%20Policy.pdf)

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

[https://crbewebappdev.dt.navy.mil/intranet/esh/documents/Contractor EMS Awareness Training.doc](https://crbewebappdev.dt.navy.mil/intranet/esh/documents/Contractor%20EMS%20Awareness%20Training.doc)

(d) The Contractor shall certify by e-mail to Paul Breeden/Code 023 (paul.breeden@navy.mil) that on-site employees have read the "Carderock Division Environmental Policy and Commitment" and taken the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCCD-SSES. The e-mail shall include the employee name, work site, and contract number.

CAR-C03 ON-SITE SAFETY AWARENESS (AUG 2009)

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

(b) The contractor shall ensure that each contractor employee reads the document entitled, "Carderock Division Occupational Safety and Health Policy Statement" within 30 days of commencing performance at NSWCCD-SSES. This document is available at:

<https://crbewebappdev.dt.navy.mil/intranet/documents/policy/OccupationalSafety.pdf>

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

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[https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP Awareness Training for Contractors.doc](https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP_Awareness_Training_for_Contractors.doc)

(d) The Contractor shall certify by e-mail to Thomas Egan/Code 022 (thomas.egan@navy.mil) that employees have read the “Carderock Division Occupational Safety and Health Policy Statement” and taken the Voluntary Protection Program (VPP) awareness training within 30 days of commencing performance at NSWCCD-SSES. The e-mail shall include the employees name, work site, and contract number.

(e) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWCCD-SSES for review by the Safety Office (Code 022). If a contractor’s injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment will be performed by Code 022 to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

(f) The contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are customarily posted immediately upon commencing performance at NSWCCD-SSES.

(g) Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years within 30 days of commencing performance at NSWCCD-SSES for review by the Safety Office (Code 022). A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and were not directly supervised in day-to-day activities by the command.

(h) The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCCD-SSES to the Safety Office (Code 022).

(i) The contractor shall ensure that all contractor work at NSWCCD-SSES is in accordance with the Occupational Safety and Health (OSH) Program Manual (NAVSSESINST 5100.14). The OSH Program Manual is available at:

<https://crbewebappdev.dt.navy.mil/intranet/instr/s5100-14g.htm>

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

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

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SECTION D PACKAGING AND MARKING

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: (To be specified on each individual Technical Instruction)

(Name of Individual Sponsor)

(To be specified on each individual Technical Instruction)

(Name of Requiring Activity)

(To be specified on each individual Technical Instruction)

(City and State)

Ship all Reports/Data to the Contracting Officer's Representative (COR) identified in Section G.

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	4/4/2016 - 4/3/2017
7001	4/4/2016 - 4/3/2017
7002	4/18/2016 - 4/14/2017
7003	4/18/2016 - 4/3/2017
7100	9/14/2016 - 9/13/2017
7101	9/14/2016 - 9/13/2017
7102	9/14/2016 - 9/13/2017
7103	9/14/2016 - 9/13/2017
7104	9/14/2016 - 9/13/2017
9000	4/4/2016 - 4/3/2017
9001	4/4/2016 - 4/3/2017
9002	4/19/2016 - 4/14/2017
9003	4/18/2016 - 4/3/2017
9100	9/14/2016 - 9/13/2017
9101	9/14/2016 - 9/13/2017
9102	9/14/2016 - 9/13/2017
9103	9/14/2016 - 9/13/2017
9104	9/14/2016 - 9/13/2017

CLIN - DELIVERIES OR PERFORMANCE

For proposal purposes, the dates below are strictly estimates. Final period of performances for the base and option will be established in the Award of this Task Order.

The period of performance for the following items are as follows:

7000	4/4/2016 - 4/3/2017
9000	4/4/2016 - 4/3/2017

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

7100	9/14/2016 - 9/13/2017
7200	4/4/2018 - 4/3/2019
9100	9/14/2016 - 9/13/2017
9200	4/4/2018 - 4/3/2019

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

7300	4/4/2019 - 4/3/2020
7400	4/4/2020 - 4/3/2021
9300	4/4/2019 - 4/3/2020
9400	4/4/2020 - 4/3/2021

Note: Delivery dates cited are only estimates and may change based on date of award.

Ship to Address:

Ship all data items deliverable to the Contracting Officer's Representative (COR) as specified in the Task Order.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer's Representative
(COR)

Michelle Cervenak, NSWCCD
Code 6071
9500 MacArthur Blvd
West Bethesda, MD 20817-5700
E-Mail Address: Michelle.Cervenak@navy.mil
Phone: 301-227-0331

252.204-0010 Contract-wide: by Cancellation Date. (SEP 2009)

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

“Document type” means the type of payment request or receiving report available for creation in Wide Area 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 Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

COMBO

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

DESTINATION

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N65540
Admin DoDAAC	S2404A
Inspect By DoDAAC	N00167
Ship To Code	N00167
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00167
Service Acceptor (DoDAAC)	N00167
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	
Other DoDAAC(s)	N/A

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

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

michelle.cervenak@navy.mil

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from

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the following contracting activity's WAWF point of contact.

N65540 - Jameal Hollis; email: Jameal.Hollis@Navy.mil; 215.897-7718

N00167 - Christian Tave; email: christian.t.tave@navy.mil; (301) 227-1910

Both UICs - Richard Ford; email: richard.a.ford@navy.mil; (301) 227-1116

(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.

DFARS PGI 204.7108(b)

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATIONCITATIONS

(a) This requirement includes support for multiple programs with independent budgets and

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funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the accounting classification reference numbers (ACRNs) noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

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

Accounting Data

SLINID	PR Number	Amount
7001	130056201800001	[REDACTED]
LLA :		
AA 1761106 1A1A 251 67854 067443 2D M95450 6RCEDE8506LV		
See TI 02. 2410a authority is hereby invoked.		
TI 02 Rev 1 de-obligates \$ [REDACTED]		
9001	130056201800002	[REDACTED]
LLA :		
AA 1761106 1A1A 251 67854 067443 2D M95450 6RCEDE8506LV		
Standard Number: M9545016RCEDE85		
See TI 02. 2410a Authority is hereby invoked.		
BASE Funding 3800000.00		
Cumulative Funding [REDACTED]		
MOD 01 Funding 0.00		
Cumulative Funding [REDACTED]		
MOD 02		
7002	130056387100001	[REDACTED]
LLA :		
AB 1751319 T7AS 255 67854 067443 2D C29380 6RCR5FL417P1		
Standard Number: M9545016RCR5FL4		
See TI 01		
7003	130056460700001	[REDACTED]
LLA :		
AA 1761106 1A1A 251 67854 067443 2D M95450 6RCEDE8506LV		
Standard Number: M9545016RCEDE85		
2410a authority is hereby invoked. See TI 03		
9002	130056387100002	[REDACTED]
LLA :		
AB 1751319 T7AS 255 67854 067443 2D C29380 6RCR5FL417P1		
See TI 01		
9003	130056460700002	[REDACTED]
LLA :		
AA 1761106 1A1A 251 67854 067443 2D M95450 6RCEDE8506LV		
Standard Number: M9545016RCEDE85		
2410a authority is hereby invoked. See TI 03.		
MOD 02 Funding 2648000.00		
Cumulative Funding [REDACTED]		
MOD 03 Funding 0.00		
Cumulative Funding [REDACTED]		
MOD 04		

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7001 130056201800001
 LLA :
 AA 1761106 1A1A 251 67854 067443 2D M95450 6RCEDE8506LV
 Standard Number: M9545016RCEDE85
 See TI 02. 2410a authority is hereby invoked.

MOD 04 Funding -
 Cumulative Funding

MOD 05

7101 130059019800001
 LLA :
 AC 1761106 1A1A 251 67854 067443 2D M95450 6RCEDP8506LV
 Standard Number: M9545016RCEDP85 / AA
 TI-04. 2410(a) authority is hereby invoked.

7102 130058986900001
 LLA :
 AD 1761107 1A1A 251 67854 067443 2D M95450 6RCED05006FY
 Standard Number: M9545016RCED50 / AA
 TI-05. 2410(a) authority is hereby invoked.

7103 130058968000001
 LLA :
 AE 97X4930 NH1C 251 77777 0 050120 2F 000000 A00003567258
 TI-06. 2410(a) authority is hereby invoked.

7104 130058977400001
 LLA :
 AF 97X4930 NH1C 251 77777 0 050120 2F 000000 A00003567301
 TI-07.

9101 130059019800002
 LLA :
 AC 1761106 1A1A 251 67854 067443 2D M95450 6RCEDP8506LV
 Standard Number: M9545016RCEDP85 / AA
 TI-04. 2410(a) authority is hereby invoked.

9102 130058986900002
 LLA :
 AD 1761107 1A1A 251 67854 067443 2D M95450 6RCED05006FY
 Standard Number: M9545016RCED50 / AA
 TI-05. 2410(a) authority is hereby invoked.

9103 130058968000002
 LLA :
 AE 97X4930 NH1C 251 77777 0 050120 2F 000000 A00003567258
 TI-06. 2410(a) authority is hereby invoked.

9104 130058977400002
 LLA :
 AF 97X4930 NH1C 251 77777 0 050120 2F 000000 A00003567301
 TI-07.

MOD 05 Funding
 Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ESTIMATED

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
TBD	TBD	TBD	TBD

(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.

(End of Text)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(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 **435000** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 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 (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) 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.

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

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which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) 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.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Text)

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (DEC 2014)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLIC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 86 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated. For Common Access Card (CAC) card you must have a favorably adjudicated investigation, or a final security clearance. A CAC Card will not be issued to contractors who have an interim security clearance.

b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites to the appointed Contracting Officer Representative (COR) via email. The Contractor shall provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

(b) Technical instructions must be within the general scope of work stated in the contract.

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

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

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

(End of Text)

Clause HQ C-2-0037 "Organizational Conflict of Interest" (NAVSEA) (JUL 2000) is hereby invoked in accordance with the Basic Contract.

H-5 Task Order Process.

Ombudsman Description.

The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCCD Ombudsman must be forwarded to:

Ms. Irene Katakinski

Email: irene.katakinski@navy.mil

Telephone: 215-897-7596

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SECTION I CONTRACT CLAUSES

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; 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 five years.

52.216-10 Incentive Fee.

INCENTIVE FEE (JUN 2011)

- (a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
- (b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.
- (1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.
- (2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.
- (c) *Withholding of payment.*
- (1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.
- (2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.
- (d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.
- (e) *Fee payable.*
- (1) The fee payable under this contract shall be the target fee increased by 50 cents for every dollar that the total allowable cost is less than the target cost or decreased by 50 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 8 percent or less than 2 percent of the target cost.
- (2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—

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(i) Payments made under assignments; or
(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

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

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).*

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive

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and will be rejected.

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

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

(End of Clause)

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

(a) Definitions. As used in this clause—

“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 thereunder.

(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

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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)

252.204-7012 Safeguarding of Unclassified Controlled Technical Information.

As prescribed in [204.7304](#), use the following clause:

SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

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

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

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

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

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“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

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

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

(b) *Safeguarding requirements and procedures for unclassified controlled technical information.* The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (<http://csrc.nist.gov/publications/PubsSPs.html>).

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		<u>Physical and Environmental Protection</u>	SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program Management</u>	
AC-20(1)	CM-6		PM-10	<u>System & Information Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness & Training</u>	<u>Contingency Planning</u>	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance
AT: Awareness and Training MP: Media Protection
AU: Auditing and Accountability PE: Physical & Environmental Protection
CM: Configuration Management PM: Program Management
CP: Contingency Planning RA: Risk Assessment
IA: Identification and Authentication SC: System & Communications Protection
IR: Incident Response SI: System & Information Integrity
MA: Maintenance
MP: Media Protection
PE: Physical & Environmental Protection
PM: Program Management

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RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) *Reportable cyber incidents.* Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

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(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) *Other reporting requirements.* This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) *Contractor actions to support DoD damage assessment.* In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) *DoD damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) *Protection of reported information.* Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and

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national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Cost Summary Format

Attachment 2 - Incurred Cost Report Template

Attachment 3 - Burn Rate Analysis Template

Attachment 4 - Labor Rate Substantiation Table

Attachment 5 - SeaPort -e Standard Ratings Definitions

EXHIBIT C - CDRL A003

EXHIBIT D - CDRL A004

EXHIBIT E - CDRL A005

EXHIBIT F - CDRL A006

EXHIBIT G - CDRL A007

EXHIBIT A - CDRL A001

EXHIBIT B - CDRL A002