

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4044		2. DELIVERY ORDER NO. HR03		3. EFFECTIVE DATE 2016 Nov 01		4. PURCH REQUEST NO. 1300596777		5. PRIORITY DO-C9			
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 Michelle K Cohn/023 850-235-5789			CODE N61331	7. ADMINISTERED BY DCMA Springfield Bldg 93 Picatinny Arsenal NJ 07806-5000			CODE S3101A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR EPS Corporation 78 Apple Street Tinton Falls NJ 07724-2695			CODE 64022	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS	X SMALL SMALL DISADVANTAGED WOMEN-OWNED			
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G			14. SHIP TO See Section D		CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266		
16. TYPE OF ORDER			DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
PURCHASE					Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.						
EPS Corporation					John E. Gagliano Sr. VP, Chief Operating Officer & General Counsel						
NAME OF CONTRACTOR			SIGNATURE		TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/>			If this box is marked, supplier must sign Acceptance and return the following number of copies:								
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT			
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA			25. TOTAL		\$4,410,633.62		
				BY: /s/Mary F Hines			09/08/2016		26. DIFFERENCES		
				CONTRACTING/ORDERING OFFICER							
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE					g. E-MAIL ADDRESS		31. PAYMENT		32. PAID BY		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
a. DATE					b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		31. PAYMENT		34. CHECK NUMBER		
							31. PAYMENT		35. BILL OF LADING NO.		
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.						

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this action is to:

- 1) Award the Subject Task Order N00178-04-D-4044-HRO3 and
- 2) Add incremental funding in the amount of \$10,000.00.

SLIN 700001 has been incorporated into the Task Order and funded in the amount of \$10,000.00.

This task order is funded as follows:

This Task Order is incrementally funded and FAR Clause 52.232-22 entitled "Limitation of Funds (APR 1984)" is applicable and in effect. The amount of funding \$10,000, which includes a fixed fee of \$208.89 is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$10,000 shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

NAVSEA 5252.232-9104 entitled "ALLOTMENT OF FUNDS (JAN 2008)" in Section H of Subject Task Order is updated to include the funding added to this Task Order.

The Period of performance for this Task Order is from 1 November 2016 through 31 October 2017.

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 1 of 40	FINAL
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	See FAR 16.306(d)(2) Provide non-personal services for Technical Engineering Support for Integration & Production of JEXC2 System Information Technology & Communications Equipment, per Section C Performance Work Statement, DD Form 254 and CDRL DD Form 1423-2 referenced in Section J. See Section B, Notes A & D. (TBD) (Fund Type - TBD)	49832.0	LH	\$3,293,377.46	\$70,261.44	\$3,363,638.90
700001	R425	Incrementally Fund with PR 1300596777 ***10 U.S.C. 2410A Authority is being Invoked*** (RDT&E)					
7001	R425	See FAR 16.306(d)(2) Provide non-personal services for Technical Engineering Support for Integration & Production of JEXC2 System Information Technology & Communications Equipment, per Section C Performance Work Statement, DD Form 254 and CDRL DD Form 1423-2 referenced in Section J. See Section B, Notes A & D; Note B shall apply. (TBD) (Fund Type - TBD)	49832.0	LH	\$3,348,616.58	\$71,668.61	\$3,420,285.19
		Option					
7002	R425	See FAR 16.306(d)(2) Provide non-personal services for Technical Engineering Support for Integration & Production of JEXC2 System Information Technology & Communications Equipment, per Section C Performance Work Statement, DD Form 254 and CDRL DD Form 1423-2 referenced in Section J. See Section B, Notes A and D; Note B shall apply. (TBD) (Fund Type - TBD)	49832.0	LH	\$3,407,169.85	\$73,100.02	\$3,480,269.87
		Option					
7003	R425	See FAR 16.306(d)(2) Provide non-personal services for Technical Engineering Support for	49832.0	LH	\$3,466,130.09	\$74,559.18	\$3,540,689.27

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 2 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Integration & Production of JEXC2 System Information Technology & Communications Equipment, per Section C Performance Work Statement, DD Form 254 and CDRL DD Form 1423-2 referenced in Section J. See Section B, Notes A and D; Note B shall apply. (TBD) (Fund Type - TBD)					
		Option					
7004	R425	See FAR 16.306(d)(2) Provide non-personal services for Technical Engineering Support for Integration & Production of JEXC2 System Information Technology & Communications Equipment, per Section C Performance Work Statement, DD Form 254 and CDRL DD Form 1423-2 referenced in Section J. See Section B, Notes A and D; Note B shall apply. (TBD) (Fund Type - TBD)	49832.0	LH	\$3,530,550.75	\$76,053.25	\$3,606,604.00
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Cost (ODC) in support of CLIN 7000 - Base Year. See Section B, Notes C and D. TBD. (Fund Type - TBD)	1.0	LO	\$1,046,994.72
9001	R425	Other Direct Cost (ODC) in support of CLIN 7001 - Option Year 1. See Section B, Notes C and D; Note B shall apply. TBD (Fund Type - TBD)	1.0	LO	\$1,081,615.62
		Option			
9002	R425	Other Direct Cost (ODC) in support of CLIN 7002 - Option Year 2. See Section B, Notes C and D; Note B shall apply. TBD (Fund Type - TBD)	1.0	LO	\$1,117,510.82
		Option			
9003	R425	Other Direct Cost (ODC) in support of CLIN 7003 - Option Year 3. See Section B, Notes C and D; Note B shall apply. TBD (Fund Type - TBD)	1.0	LO	\$1,154,618.22
		Option			
9004	R425	Other Direct Cost (ODC) in support of CLIN 7004 - Option Year 4. See Section B, Notes C and D; Note B shall apply. TBD (Fund Type - TBD)	1.0	LO	\$1,193,151.93
		Option			

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 3 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d)(2))

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

NOTE B: OPTION

Labor CLIN(s) **7001-7004** and ODC CLIN(s) **9001-9004** which may be unilaterally exercised.

NOTE C: ODC

Other Direct Costs CLIN(s) **9000-9004** shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

NOTE D: CONTRACTS CROSSING FISCAL YEARS

In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating this note, 10 U.S.C. 2410(a) authority applies authorizing use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve months; the CLIN must begin in the fiscal year the appropriation would normally have been available.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

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

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

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

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

FIXED FEE TABLE			
Section B Cost Items		Hourly Rates	
CLIN	Qty (Hrs)	Estimated Hourly Rate (Rate)	Fixed Fee/Hour (FF)
7000	49,832	\$ 67.50	\$ 1.41
7001	49,832	\$ 68.64	\$ 1.44
7002	49,832	\$ 69.84	\$ 1.47
7003	49,832	\$ 71.05	\$ 1.50
7004	49,832	\$ 72.38	\$ 1.53

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE"(FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 4 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

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

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.
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HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 5 of 40	FINAL
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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR TECHNICAL ENGINEERING SUPPORT FOR INTEGRATION AND PRODUCTION OF JOINT EXPEDITIONARY COMMAND AND CONTROL (JEXC2) SYSTEM INFORMATION TECHNOLOGY AND COMMUNICATIONS EQUIPMENT

1.0 SCOPE

This Performance Work Statement (PWS) specifies the requirement for a level of effort of technical and engineering on-site and off-site Contractors to support JEXC2 Integration and Installation (I&I) and production of Information Technology (IT) and Communication Equipment. The Contractor shall support the sustainment of existing and future deployed JEXC2 (and variants) equipment and production and delivery of new systems and Technical Refresh and Insertion equipment.

1.1 Background

JEXC2 is a critical Acquisition Category (ACAT) Information Assurance Manager (IAM). JEXC2 is a complex acquisition program involving not only new technology but also the utilization and integration of numerous systems, software applications, databases, and hardware products and processes from multiple Services and other Agencies. It has interfaces to U.S. National, Allied, Coalition (multinational), and Joint organizations, and reach back support systems and sources of information, procedures, and personnel. The program employs a spiral development process in order to take advantage of technology upgrades and evolving non-developmental military and commercially available equipment. JEXC2 development leverages the capabilities of existing C2 systems, Advanced Concept Technology Demonstrations (ACTD), and other advanced technology projects. The full-sized JEXC2 System consists of a core of various Command, Control, Communications, Computers and Intelligence (C4I) subsystems and networks with accompanying infrastructure; communications equipment; a Rapid Response Kit (RRK) with a smaller footprint; a Maritime Variant for shipboard use, Autonomous Undersea Weapon System (AUWS). New variants are being developed for specific use of Marine Corps Forces Central Command (MARCENT), Naval Forces Central Command (NAVCENT), Mobile Landing Platform (MLP), Naval Expeditionary Combat Command (NECC) and other agencies as the need arises. Integration of the numerous subsystems and components is a major consideration of each increment as it is designed and developed; incremental testing is used to identify risks early in the production cycle. Each deliverable system is thoroughly tested before it is packaged for shipment to the Geographic Combat Commander (GCC) and again after delivery.

All trademarks, service marks, trade names, product names and logos are the property of their respective trademark owners.

1.2 Acronym List

ACAT	Acquisition Category
ACL	Access Control List
ACTD	Advanced Concept Technology Demonstrations
ACTR	Assistant Customer Technical Representative
AFRICOM	United States African Command
AUWS	Autonomous Undersea Weapon System
BGP	Border Gateway Protocol
C2	Command and Control
C4I	Command, Control, Communications, Computers and Intelligence
CAC	Common Access Card
CCI	Controlled Cryptographic Items (CCI)
CCNP	Cisco Certified Network Professional
CENTRIXS	Combined Enterprise Regional Information Exchange System
CIE	Collaborative Information Environment
CLIN	Contract Lint Item
COMSEC	Communications Security

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 6 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

CONUS	Continental United States
COR	Contracting Officers Representative
COTS	Commercial-Off- The-Shelf
CPI	Critical Program Information
CUCM	Cisco Unified Call Manager
CUI	Controlled Unclassified Information
DCTS	Defense Collaboration Tool Set
DET G	JEXC2 Expeditionary Test Range
DISA	Defense Information Systems Agency
DISN	Defense Information Systems Network
DISN-TE	Defense Information Systems Network- Tactical Edge
DMS	Defense Messaging System
DoD	Department of Defense
DoN	Department of the Navy
DOSC	DJC2 Operations Support Center
DRSN	Defense Red Switch Network
DSN	Defense Switched Network
DSTS-G	Defense Information Systems Network Satellite Transmission Services- Global
D-VDS	Defense Information Systems Network Video Services
ECMRA	Enterprise-Wide Contractor Manpower Reporting Application
ECP	Engineering Change Proposal
EDICS	Editors Information Classification Scheme
EDR	Engineering Design Review
EE	Early Entry
EE	Engineering Evaluations
EUCOM	United States European Command
EVM	Earned Value Management
EWIF	Expeditionary Warfare Integration Facility
FAAT	First Article Acceptance Testing
FAR	Federal Acquisition Regulation
FAT	Factory Acceptance Testing
FCN	Field Change Notices
FOIA	Freedom of Information Act
FOUO	For Official Use Only
FSO	Facility Security Officer
FSS	Fixed Satellite Services
FTSAT	Flyaway Tri-Band Satellite Terminal
FY	Fiscal Year
GAA	Gateway Access Authorizations
GAR	Gateway Access Request
GBR	Global Broadcast Request
GBS	Global Broadcast System
GCC	Geographic Combatant Commander
GCCS-J	Global Command and Control System-Joint
GCSS-Portal	Global Combat Support System Portal
GFE	Government Furnished Equipment

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 7 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
GOTS	Government-Off-The-Shelf
GPS	Global Positioning System
H3L	Hawkeye Lite
HBSS	Host Based Security System
HSA	Hardware Support Activity
IA	Information Assurance
IAM	Information Assurance Manager
IATO	Interim Approval to Operate
IDR	Initial Design Review
IETM	Interactive Electronic Technical Manual
I&I	Integration & Installation
IIIMEF	III Marine Expeditionary Force
IMS	Integrated Master Schedule
IOS	Intelligence Operations Server
IP	Internet Protocol
IPR	In-Process Review
ISEA	In-Service Engineering Agent
IT	Information Technology
IT/Comms	Information Technology and Communications
IWS	Information Workspace
JEXC2	Joint Expeditionary Command and Control
JFAST	Joint Flow and Analysis System Output Tool
JNOC	Joint Network Operations Center
JTF	Joint Task Force
JWICS	Joint Worldwide Intelligence Communication System
MARCENT	Marine Corps Forces Central Command
MILSATCOM	Military Satellite Communications
MLP	Mobile Landing Platform
NAS	Network Attached Storage
NAVCENT	Naval Forces Central Command
NECC	Naval Expeditionary Combat Command
NGO	A non-governmental organization
NIPR NET	Non-classified IP Router Network
NMCI	Navy Marine Corps Intranet
NMS	Network Management System
NSA PC	Naval Support Activity Panama City
NSWC PCD	Naval Surface Warfare Center, Panama City Division
ODC	Other Direct Cost
OPORD	Operations Order
OPSEC	Operational Security
OSD	Office of Secretary of Defense
PCO	Procuring Contracting Officer
PEO C4I	Program Executive Office for Command, Control, Communications, Computers and Intelligence

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 8 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

PMW 790	Shore and Expeditionary Integration Program Office
POA&M	Plan of Action and Milestones
PPE	Personal Protective Equipment
PWS	Performance Work Statement
QC	Quality Check
QMP	Quality Management Plan
QMS	Quality Management System
RAS OT	Readiness Assessment System Output Tool
SAA	Satellite Access Authorizations
SAR	Satellite Access Request
SIPR	Secret Internet Protocol Router Network
SIT	System Integration Testing
SLIN	Sub-Contract Line Item Number
SOUTHCOM	United States Southern Command
SPAWAR	Space and Naval Warfare Systems Command
SOVT	System Operation Verification Testing
SSCA	SPAWAR System Center Atlantic
STRATCOM	Strategic Command
TA	Trusted Agent
TASS	Trusted Associate Sponsorship Systems
TLS	Transport Layer Security
TSR	Telecommunications Service Requests
VTC	Video Teleconferencing

2.0 APPLICABLE DOCUMENTS

The following documents form a part of this PWS to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this PWS, the contents of this PWS shall take precedence.

2.1 Military Standards:

- a) MIL-STD-31000A Technical Data Packages, dated 26 February 2013
- b) MIL-STD-1472G, Human Engineering, dated 11 January 2012

2.2 Military Specifications:

None

2.3 Other Documents:

- a) System/Subsystem Specification for the Joint Expeditionary Command and Control (JEXC2) System, Spirals 1.0-1.3, ver. 1.0 and ver. 2.0, dated 04 August 2005 and 5 October 2012
- b) Capabilities Production Document (CPD) for Joint Expeditionary Command and Control (JEXC2) Version 1.1 Increment 1 Spirals 1.0, 1.1, & 1.2, dated 04 August 2005 and 5 October 2012
- c) NSWCPCDINST 5100.34B, Naval Surface Warfare Center Panama City Division (NSWC PCD) Safety Program, dated 22 September 2011
- d) DOD 8570.01, Information Assurance Training, Certification, and Workforce Management, dated 15 August 2004
- e) DOD 8570.01-M, Information Assurance Workforce Improvement Program, Change 3, dated 24 January 2012
- f) TEIN J1666, Deployable Joint Command and Control (JEXC2) Test and Evaluation Master

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 9 of 40	FINAL
----------------------------------	----------------------------	-----------------	-------

Plan (TEMP), ACAT IAM, dated 3 March 2006

- g) NSWPCD-QMP-JEXC2 Quality Management Plan for the Deployable Joint Command & Control (JEXC2) Program, dated 30 June 2006
- h) NSWPCDINST 2280.4C Policy and Procedures for Communications Security/ Electronic Key Management System Materials, dated 15 August 2013
- i) NSWPCDINST 2280.3F Emergency Action Plan for Communication Security Material, dated 23 May 2013
- j) DJC2 ISEA-SE-001 r5 ISEA System Modification Process for Engineering Change Proposals (ECP) dated 08 September 2010
- k) DJC2 ISEA-SE-002 ISEA System Modification Process for Engineering Evaluations (EE) dated 16 July 2010
- l) DJC2 SCR_Template_03AUG2014 System Software Change Request Process (SCR) dated 03 August 2014
- m) DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI) dated 12 February 2012

Contractor shall coordinate with NSW PCD Contract Specialist to conduct a kick-off meeting at NSW PCD within ten days after award of the task order.

Two basic types of support are required: sustainment of existing deployed JEXC2 (and variants) equipment (Operations and Maintenance); and production and delivery of new systems or Technical Refresh and Technical Insertion equipment. These two areas of support may occur at currently fielded CONUS and OCONUS locations. The following tasks are similar in nature, but differ regarding the equipment that is being supported.

The Contractor shall provide a level of effort consisting of those non-personal technical, engineering, programmatic, and test services, required to support the following task areas using the guidance of PWS paragraphs 2.1-2.3. The Contractor shall comply with NSW PCD INSTRUCTIONS 2280.4C and 2280.3F to handle and operate equipment. The Contractor shall follow all required JEXC2 engineering practices and develop required artifacts including, but not limited to, PWS paragraphs 2.3 (j) through (l). The Contractor shall be able to support packing and unpacking JEXC2 equipment per MIL-STD-1472 referenced in paragraph 2.1 (b) as it applies to PWS paragraphs 3.1 and 3.3.

Certifications - The Contractor shall have the following certifications IAW PWS paragraphs 2.3 (d) and (e).

Cisco Certified Network Association (CCNA)
Cisco Certified Network Professional (CCNP)
GIAC Security Essentials Certification (GSEC)
Security Certified Network Professional (SCNP)
System Security Certified Practitioner (SSCP)

3.1 Task Area # 1 – Information Technology (IT) Engineering Support for Operation and Maintenance of Systems (CDRL A001, A002, A003, A014)

The Contractor shall provide technical program support for the JEXC2 IT management. Support shall include the following tasks:

- Participate in weekly JEXC2 meetings, quarterly In-Process Reviews (IPRs), System Configuration Control Board (SCCB) and other meetings to provide technical support information, as required.
- Participate in local and off-site meetings with COTS/GOTS project engineers to investigate potential new products for future increments and replacement of obsolete system components.
- Provide input to the JEXC2 and Variants Integrated Master Schedule (IMS).
- Provide input to presentations for design reviews, IPRs and other briefings.

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 10 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

- Prepare white papers or other responses to JEXC2 Program Office (PMW 790) inquiries regarding IT/Comms
- Research upgrades to JEXC2 IT/Comms subsystems and equipment for impact on system performance and interoperability.
- Provide technical input to, review and mark up training materials, interactive electronic technical manuals (IETMs), and job aids for IT/Comms systems and equipment.
- Provide technical input to, review, mark up and check IT/Comms engineering drawings as obsolescence items and future increments are identified.
- Review IT/Comms production buy lists with JEXC2 Project Lead for completeness and accuracy.
- Directly support development of new signals and schemes to support AUWS acoustic communications.
- Assess and evaluate various acoustical signaling schemes, to include those submitted by vendors to the Navy to support AUWS.
- Provide support for Fleet end-users in conjunction with system and system component upgrade deliveries, as necessary.

3.2 Task Area # 2 – Network Engineering, Integration Installation, and Operation and Maintenance Support of Systems (CDRL A0016)

JEXC2 contains many complex data, video, and voice networks that have been designed to meet user needs and adhere to DoD information security and technical implementation guidelines. The Contractor shall provide qualified Network Engineering expertise to support the design, maintenance, upgrade, and enhancement of these networks. The Contractor shall provide technical engineering support to configure JEXC2 networks to integrate selected C4I systems for production models. The Non-classified IP Router Network (NIPRNET), Secret Internet Protocol Router Network (SIPRNET) and Coalition networks and the Joint Worldwide Intelligence Communication System (JWICS) are being used. The Contractor shall provide support in managing network structures; T&E of JEXC2 network configurations; and operation and maintenance of JEXC2 networks. The Contractor shall install hardware, program all network equipment and troubleshoot any network problems. The Contractor shall participate in Initial Design Reviews (IDR) and Engineering Design Reviews (EDR) to inform project lead of proposed solutions, answer technical questions and seek approval to proceed or finalize projects from project lead. Other network support shall include the following subtasks:

- Support the JEXC2 Government lead Fielding Team and JEXC2 ISEA Team in packing up test units and deliverables for shipment to off-site locations.
- Set up and maintain JEXC2 networks, including cabling and connections on-site at NSWC PCD and at Global Command and Control System locations, including, but not limited to those locations listed in the Travel Section.
- Program and configure all network equipment (including routers, switches, firewalls, intrusion detection devices, etc.).
- Monitor JEXC2 networks to ensure all circuits and services are running clean; bandwidth; throughput and connectivity is optimized.
- Analyze and repair IT network equipment at NSWC PCD or during deployments with the systems.
- Provide equipment maintenance plans and schedules for all network and communication equipment.
- The JEXC2 Government lead System Production Team is responsible for integration and test of components, equipment and software to build up a complete JEXC2 variant. The Contractor shall support integration and test of network and communication components of the systems. This will include but is not limited to software and hardware integration of these components.

3.3 Task Area # 3 – Communications and Network Engineering Support for Procurement Operations and Maintenance of Systems and Research and Development Tasks (CDRL A004, A005, A007)

The Contractor shall provide technical engineering support to the Government lead IT/Comms Engineering team to coordinate interfaces to communications external to the Expeditionary Warfare Integration Facility (EWIF) JEXC2 Expeditionary Test Range (DET G) and other JEXC2 test locations. Communication equipment includes, but is not limited to, radios, multiplexers, encryption equipment, modems, and satellite terminals. The Contractor shall provide design, integration, and T & E support to RDT&E tasks. The Contractor shall provide support in designing and redesigning system interfaces, Defense Information Systems Network-Tactical Edge (DISN-TE), installing hardware and establishing interfaces with these communications systems as well as troubleshooting network connectivity issues. Other communications shall include the following subtasks:

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 11 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

- Set up, operate, and troubleshoot communications equipment (including but not limited to Satellite Terminals, Tactical Handheld and Multiband networking radios).
- Coordinate communication services with the Standardized Tactical Entry Point (STEP) site.
- Understanding of Satellite Access Authorizations (SAA) and Gateway Access Authorizations (GAA) to configure network and communication gears for mission.
- Prepare and publish a communications operations order (OPORD) with appropriate annexes and will compile the appropriate reference material required to prepare the OPORD prior to any communications exercise or operational mission requirement.
- Understanding of the strategic Defense Information Systems Network-Tactical Edge (DISN-TE) and tactical architecture of the NETC2 communications systems.
- Prepare and submit communications services requests to support exercise and training events within timeframes published by supporting agencies. Communications Service Requests include Satellite Access Request (SAR), Gateway Access Request (GAR), Telecommunications Service Requests (TSR), Internet Protocol (IP) - Joint Worldwide Intelligence Communication System (JWICS) Circuit Activation Request, Global Broadcast Requests, Interim Approval to Operate (IATO) requests, and Communications Security (COMSEC) Intent to Use messages.
- Familiar with the Defense Information Systems Network Satellite Transmission Services - Global (DSTS-G) contract that provides a contractual vehicle for the Department of Defense (DoD), Federal Agencies, and other users authorized by DoD, to obtain global fixed satellite service (FSS) bandwidth and enterprise satellite-based services to support fixed, transportable and mobile user terminals. The DSTS-G contract provides the avenue to procure commercial satellite communications primarily in the Ku-Band and C-Band frequency ranges in support of global missions.
- Familiar with the United States Strategic Command (USSTRATCOM) Global Satellite Communication (SATCOM) Support Center (GSSC) and utilization of the STRATCOM Satellite Access Request (SAR) and Satellite Access Authorization (SAA) process for availability of Military Satellite Communications (MILSATCOM) Resources and Earth Terminals located at facilities around the globe.
- Performs and documents preventive maintenance activities, provide inputs to weekly and monthly status reports, inputs trouble tickets and track ticket status to resolution, issues failed part requests as required, assist with the implementation of Field Change Notices (FCNs) per PWS paragraphs 2.3 (j)-(l), system patching and upgrades, and technology insertion/technology refresh.
- Plan resources required for missions and assist units in establishing connectivity. Knowledge of IA Tools, option files, firewall configurations, White Lists and ACLs as required. The Contractor shall routinely interface with various Help Desks, such as the DOSC, SSCA, DISA & JNOC.
- Establish NIPR and SIPR video teleconferencing services.
- Conduct trade studies and prepare technology roadmaps for future spiral upgrades.
- Develop Equivalency Evaluations (EEs) and Engineering Change Proposals (ECPs) for new and obsolete equipment per PWS paragraphs 2.3 (j) through (l).
- Support the JEXC2 Fielding Team and JEXC2 ISEA Team in packing up and unpacking communications gear.
- Provide technical input, review, and mark up communications documentation (ECPs, EEs, JOB AIDs, drawings, etc.) per PWS paragraphs 2.3 (j) through (l) to reflect correct wiring and cabling schemes.

3.3.1 Mission Planner Support Operation and Maintenance Support of Systems (CDRL A002, A006)

The Contractor shall provide a mission planner to support setting up JEXC2 communication systems. The Contractor shall prepare and submit communications services requests, such as Communications Service Requests including Satellite Access Request (SAR), Gateway Access Request (GAR), Telecommunications Service Requests (TSR), Global Broadcast Requests, Interim Approval to Operate (IATO) requests, and Communications Security (COMSEC) per PWS paragraphs 2.3 (h)-(i) Intent to Use messages to support exercise and training events within timeframes published by supporting agencies. The Contractor shall coordinate communication services with the Standardized Tactical Entry Point (STEP) site. The Contractor shall understand the strategic Defense Information Systems Network-Tactical Edge (DISN-TE), tactical architecture of the JEXC2 communications systems. Other mission planner support shall include any or all the following subtasks:

- Interpret and interface directly with tactical and operational users to rapidly comprehend mission requirements.
- Ability to integrate interoperability standards, tactical systems capabilities, and bandwidth requirements, and provide recommendations to help achieve mission requirements.

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 12 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

- Interface with higher headquarter staffs and operational element staffs in order to collect requirements and develop operational plans for operational and contingency requirements.
- Arrange the use of Government or leased satellite bandwidth in support of scheduled communications missions and exercises, including planning for global worldwide satellite access into a site supported by DISN-TE architecture.
- Understanding of IP theory, system/network design and able to produce and brief operational systems/network diagrams and cut sheets to field users.

3.3.2 Telephone Switching Engineering Support for Procurement of Systems and Components and Operations and Maintenance of Systems (CDRL A002, A006)

The Contractor shall provide technical engineering support to the Communications Engineering team to coordinate interfaces to telephone switching and communications efforts for the JEXC2 system. The Contractor shall provide support in designing system interfaces, designing Voice Over Internet Protocol (VOIP) and Voice Over Secure Internet Protocol (VOSIP) services; Telephone switching equipment includes, Editors Information Classification Scheme (EDICS™) ACU-1000 radio interface module, SI Tech bit driver media converter, all telephone instruments, JWICS, and

Defense Red Switch Network (DRSN) red phone system. The Contractor shall install hardware and establish interfaces with these systems in preparation for testing and field operation. Other telephone switching support shall include any or all the following subtasks:

- Investigate alternate sources of telephone switching gear.
- Integrate JPS ACU-1000 radio interconnect with the PCNXU and Wave Twist Pair software.
- Resolve media converter/driver incompatibilities.
- Set up, operate and install voice systems.
- Monitor Defense Switched Network (DSN) telephone network during exercise plan and T&E events.
- Coordinate communications security (COMSEC) call-out messages to validate encryption keys per PWS paragraphs 2.3 (h) through (i).
- Provide telephone wiring schematics.
- Review JEXC2 technical manuals, training materials, and input to technical training manual.
- Setup, operate and install Video Teleconferencing (VTC), Secure Telephone Equipment (STE) Defense Red Switch Network (DRSN) units on SIPR.
- Setup and operate Joint Worldwide Intelligence Communication System (IP-JWICS).

3.4 Task Area # 4– IT/Comms T&E Support for Procurement of Systems and Components (CDRL A007, A008, A011, A015)

Numerous test events are planned to reduce risk and validate that required IT/Comms capabilities have been incorporated into the JEXC2 System. Contractor support will include test planning and preparation, equipment operation during testing, data collection, reporting. The Contractor shall participate in the following types of testing:

- System Integration Testing (SIT) as various IT/Comms software and hardware equipment and upgrades are being considered for incorporation into the JEXC2 baseline per PWS paragraphs 2.3 (f).
- First Article Acceptance Testing (FAAT) conducted when the configuration of an increment has been baselined per PWS paragraphs 2.3 (f).
- Factory Acceptance Testing (FAT) is conducted in conjunction with preparation for delivery of a JEXC2 suite to the Fleet. As each suite of equipment is assembled, it is checked to confirm everything is operating correctly prior to disassembling and packing it up for shipment. FAT will be conducted on each suite, per PWS paragraphs 2.3 (f).
- System Operation Verification Testing (SOVT) – After each suite of equipment is delivered to the fleet, it must be unpacked, assembled, and checked out to verify it is operating correctly and has suffered no damage in transport before the GCC officially receives it, per PWS paragraphs 2.3 (f).

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 13 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

Specific tasking shall include any or all the following subtasks:

- Support planning and execution of testing of acoustic modems, methods of overcoming difficult acoustic propagation conditions, and signaling schemes.
- Provide written input to IT/Comms test scenarios, test procedures, data collection sheets and test plans for each test event.
- Participate in JEXC2 test events with system setup, tear down, and testing test cards as required.
- Test diagnostic software to be used during environmental testing.
- Test new versions of COTS/GOTS software.
- Identify test support equipment for each test event.
- Perform timed set-ups of various IT/Comms equipment.
- Track deficiency reports.
- Provide input to update Master Test Plan, per PWS paragraphs 2.3

SIT and FAT will be conducted in Panama City in the JEXC2 Expeditionary Test Range (DET G) or in the Expeditionary Warfare Integration Facility (EWIF) at NSWC PCD. SOVTs are conducted at the delivery sites.

3.4.1 Detailed Test Conduct and Evaluation Support (CDRL A008, A011, A010, A012, A013)

Test and Evaluation (T&E) is a key component in the successful delivery of a JEXC2 product. The Contractor shall perform the following tasks as required:

- Provide test planning and coordination support and services.
- Discuss and prepare the following: Test scope and objective, Test cards, Test event location, Test schedule, Test plans, System components and equipment, Support resources required (personnel, power, connectivity, safety, etc.), Test operation approval and coordination (command operations, TSRC, safety coordinator, etc.), Test reports
 - Participate in Plan of Action and Milestones (POA&M) and Test Readiness Review (TRR) meetings, discuss readiness and schedules, provide input, record decisions and action items, PWS paragraphs 2.3 (a) -(b).
 - Prepare and maintain test scenarios, test procedures (test cards), and data collection sheets.
 - Review and redline supporting logistic documentation (drawings, job aids, technical manuals, etc.).
 - Prepare travel arrangements, as required for participation in test events.
 - Participate in daily test safety and hot wash briefs, which may include customers and stakeholders.
 - Participate in test event in-briefs and out-briefs, for System Operation Verification Acceptance Testing (SOVATs) per PWS paragraphs 2.3 (f).
 - For each test event, operate systems equipment and components, conduct tests, collect data for RMA analysis, and troubleshoot deficiencies.
 - Maintain a Test report and daily test situational report (SITREP) throughout the duration of each test event, describing any deviations from the test plan, deficiencies observed, and other pertinent data. Document and report found test deficiencies or problems identified during testing on trouble ticket reports.
 - Conduct a quality check (QC) on all passed and failed test cards
 - Redline and revise test cards, as needed.
 - Prepare a Test Report no later than 45 days from the end of a test event.

3.5 Competencies (CDRL A004)

The Contractor shall have and maintain competency in the operation of the following items, systems, software suites, networks, and processes that comprise the JEXC2 environment:

ACU-1000 EDICS tm radio
AN/PRC-117G(V)(C) radio
Border Gateway Protocol (BGP)
Cisco Works, Call Manager, virtual Call Manager
Combined Enterprise Regional Information Exchange System (CENTRIXS)
Defense Information Systems Network (DISN) Video Services (D-VDS)
Defense Messaging System (DMS)
Defense Switched Network (DSN)
Department of Defense (DoD) network security
Deploy Images application Altiris
DoD information assurance
Extension of Services-V2 (EOS-V2) wireless

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 14 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

Firewalls, intrusion detectors, and network analyzers
Fortress ES220
GBS SATCOM
Global Combat Support System Portal (GCSS-Portal)
Global Command and Control System-Joint (GCCS-J)
Harris RF7800W, PRC-152A and PRC117G
Hawkeye III 2.4M satellite Terminal
Hawkeye III Lite (H3L) satellite terminal
HF, UHF, VHF, SATCOM, TACSAT theories
Host Based Security System (HBSS)
Joint Flow and Analysis System Output Tool (JFAST)
KIV-7M
KSV-21
Microsoft Active Directory
Microsoft Structured Query Language (SQL) Server 2000
Microsoft Windows Server 2008R2 and 2012
Microsoft Windows Server Update Services (WSUS)
Microsoft Windows Share Point Portal Server and Exchange
Modem FDMA and TDMA
Net Admin
Net APP FAS XXXX
Network Attached Storage (NAS)
Network Accelerator (PACSTAR 1210, 1410, Riverbed, and Xprep)
Network Management System (NMS)
Network protocols
Network and satellite communication theories
NIPRNET
NX-1000
Operational Net Assessment
Raytheon IST-2 Defense RED Switched Network (DRSN)
Readiness Assessment System Output Tool (RAS OT)
Red Hat® Linux
SAA, GAA, SAR, GAR, CAR
SI Tech bit media
SIPRNET
Standardized Tactical Entry Point (STEP) site integration
Tactical Secure Telephone Equipment (STE)
Tenable™ Assured Compliance Assessment Solution (ACAS) and NESSUS
Terminal Access Controller Access Control System (TACACS)
UNIX operating system
Various Cisco network products (2901, 2951, ASA5540, ASA5525X, 3750X, 3560X, 5915, 2020)
ViaSat KG-250 and KG-250X Type 1 HAIPE Encryptor
VMware Virtual Center, ESXi, View, Data Protection (VDP), and Data Recovery (VDR)
VX400 and VX900X
Whats Up

3.6 Safety and Personal Protective Equipment (PPE) (CDRL A010)

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 15 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

The requirements of this order may require Contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, state, and local occupational safety and health requirements. The Contractor shall ensure employees have appropriate Personal Protection Equipment (PPE) and that all employees have all required training and certifications related to Occupational Safety and Health requirements. Contractor personnel are also required to complete the JEXC2 Production Manager's and Safety courses. Contractor shall estimate two (2) man weeks per year to fulfill training requirement. Personnel requiring access to the NSWC PCD Science and Technology (S&T) network are required to complete NSWC PCD Information Assurance (IA) training. All training should be completed within 30 days after task order award. Per PWS paragraphs 2.3 (c) – (e).

Contractor personnel working onboard the Naval Support Activity Panama City (NSA PC) or NSWC PCD are required to utilize proper PPE in posted areas and other locations as the situation warrants. This includes, but may not be limited to, protective footwear (puncture-resistant and electrically non-conductive), eye protection, and hearing protection. The Contractor is responsible for providing such equipment to its employees.

3.7 Travel

NSWC-PCD will be the primary location where the Contractor will work. However, Contractor personnel may be required to travel to deployment locations in CONUS and OCONUS to support this PWS. The following destinations may be required:

Bahrain
 Camp Lejeune, NC
 Camp Pendleton, CA
 Falmouth, MA
 Fayetteville, NC
 Huntsville, AL
 New Orleans, LA
 Norfolk, VA
 Oak Ridge, TN
 Okinawa, Japan
 Pearl Harbor, HI
 San Diego, CA
 Stuttgart, Germany

Actual destinations and lengths of stay may vary. It is not probable that all travel destinations will be visited in one contract year; there should be approximately three to six TDY per contract year. Travel shall be in accordance with The Joint Federal Travel Regulations (JFTR). Before initiating any travel, the Contractor shall submit a detailed estimate of expected travel costs (airfare, lodging, per diem, rental car, etc.) and obtain approval from the Contracting Officer. For travel or any other times requiring overtime, the Contractor shall request Procuring Contracting Officer (PCO) approval and COR concurrence prior to the overtime.

Contractor personnel deemed necessary for foreign travel in support of JEXC2 shall have valid passports, up-to-date immunizations, and required NSWC PCD provided travel training.

3.8 Status Reporting (CDRL A009)

The Contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report his progress monthly. A monthly status report shall be delivered as specified on the Contract Data Requirements List (CDRL) (DD Form 1423).

The monthly status report shall include the following topics:

- Will be divided into sections according to the various JEXC2 configurations
- Narrative summary of the work performed for each JEXC2 Configuration and results obtained
- Anticipated activities for the following month according to each JEXC2 configuration

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 16 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

- An explanation of deviations from the last month's projections
- Current or projected problems and issues being worked by the Contractor
- Current or projected problems and issues requiring Government attention
- Trip Reports for travel performed including highlights and summaries of technical discussion(s), action items and a list of attendees according to each JEXC2 configuration

3.9 Monthly Earned Value Management (EVM) Reporting (CDRL A009)

The Contractor shall provide an annual spend plan (graphical and tabular) for the duration of the contract broken down by month with the first monthly status report. There shall be a separate spend plan for each task area specified in section 3.0 of the PWS or as directed by the Government Contracting Officers Representative (COR).

NSWC PCD is using EVM to track project spending and execution. Task areas in the PWS are linked to EVM work packages. The Contractor shall report actual costs in dollars expended each month and the "value of the work completed" in the same monthly period by task. The "value of the work completed" is the amount of work actually accomplished, in dollars, at that point in the schedule of planned work. In other words, if all efforts in a task scheduled for a given month were completed, then the "value of the work completed" would equal the estimate in the spend plan. If only half of the work were completed, then the "value of the work completed" would be half the estimate in the spend plan. The Contractor shall submit his EVM report in conjunction with the monthly status report.

The Contractor shall report actual work in hours, actual costs in dollars expended, and invoiced amounts by Contract Line Item Number (CLIN) and Sub-Contract Line Item Number (SLIN) each month and the "value of the work completed" in the same monthly period by task. The "value of the work completed" is the amount of work actually accomplished, in dollars, at that point in the schedule of planned work. In other words, if all efforts in a task scheduled for a given month were completed, then the "value of the work completed" would equal the estimate in the spend plan. If only half of the work were completed, then the "value of the work completed" would be half the estimate in the spend plan. Hours worked and fully burdened charges for each employee will be listed individually and totaled on a monthly basis.

The Contractor shall also report total travel and labor hours and charges by labor category and individual employee's name each month, by task, as above. The monthly status and EVM reports may be emailed to the JEXC2 IT/Comms technical point of contact and designated representative.

4.0 Government Space and Access to Government Facilities (CDRL A014)

The Government will provide the Contractor personnel with up to 2 government office spaces and computer resources to complete their assignments within 45 days after award of this task order. The Government will provide temporary access to laboratory space for short term JEXC2 production events or pack up evolutions. The Contractor personnel will be provided access to general lab area and lab equipment to complete their assignments. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than 10 business days after the date of award. The lab space provided to the Contractor personnel shall be identified, by the awardee, with appropriate signage listing the company name and individual contractor employee name.

Access to NSA PC requires Government identification cards, either Common Access Cards (CAC) or other Government approved identification (e.g., RapidGate). Contractor personnel will require access to Building 544. Access to Bldg. 544 labs is controlled by programmable proximity cards, which will be supplied by the Government. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them, to the Bldg. 544 facility manager within 3 days of award. The Contractor shall establish the work hours for their personnel with the Government to meet the requirements of this Task Order. Government oversight requires that a Government employee be present in the same building or facility whenever Contractor employee(s) are performing work under this contract. Contractor personnel are not allowed to access any Government buildings at NSA PC outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO). In the event that NSA PC operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered non-essential personnel and shall follow NSWC PCD instructions for non-essential personnel.

4.0 GOVERNMENT FURNISHED PROPERTY (GFI)

The Contractor will be provided with the documentation required to complete the requirements of this PWS. All GFI shall be returned to E25 at the conclusion of the period of performance, unless earlier return is required and the COR shall be notified at the completion of the task order.

5.0 PURCHASES

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$3,500 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request shall be itemized and contain the

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 17 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval. Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

6.0 SECURITY

The highest security classification for work under this delivery order is TOP SECRET / Sensitive Compartmented Information (TS/SCI). Access up to TS/SCI documents and discussions will be required for the performance of this task. The Contractor will require access to Communications Security (COMSEC) information and Controlled Cryptographic Items (CCI) in an operational setting PWS paragraphs 2.3 (h) –(i). The requirements of the attached DD 254 apply. Contractor may be required to research various classified mines and ordnance documents that are available only on the Secret Internet Protocol Router Network (SIPRNET). To view and download these classified documents, contractor personnel require SIPRNET access. Additionally some of these documents carry North Atlantic Treaty Organization (NATO) security classification.

Provisions of the attached DD Form 254 (Section J, Attachment J.1) for this task order apply.

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

- (1) Be responsible for all security aspects of the work performed under this Task Order;
- (2) Assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M); and
- (3) Assure compliance with any written instructions from the NSWC PCD, Security Office, 110 Vernon Avenue, Panama City, Florida 32407-7001.

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

6.1 Security Requirements

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

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 18 of 40	FINAL
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approval of employment.

6.2 Minimum Requirements for Access to Controlled Unclassified Information (CUI) Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DOD Consolidated Adjudications Facility.

6.3 Minimum Protection Requirements for Controlled Unclassified Information

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

6.4 Controlled Unclassified Information (CUI)

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

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

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

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

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

Information Safeguards --

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

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

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 19 of 40	FINAL
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given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS).
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).
- j. Provide protection against computer network intrusions and data exfiltration, minimally including:
 - (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
 - (2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
 - (3) Prompt application of security-relevant software patches, service packs, and hot fixes.
- k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.
- l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.
- m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

6.7 Operations Security

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

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 20 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

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

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

- Practice OPSEC and facilitate OPSEC awareness PWS paragraphs 2.3 (h) through (i)
 - Immediately retrieve documents from printers assessable by the public
 - Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed
 - Protect information from personnel without a need-to-know
 - When promulgating information, limit details to that essential for legitimacy
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution whenever possible.

7.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

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

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

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

Contractor personnel under this Task Order shall not:

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

(d) Employee Relationship:

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

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 21 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

exercise personal judgment and discretion on behalf of the Contractor.

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

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

(1) Payments by the Government under this Task Order are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this Task Order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this Task Order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this Task Order.

(5) The entire consideration and benefits to the Contractor for performance of this Task Order are contained in the provisions for payment under this Task Order.

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

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

(2) The Contracting Officer shall promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance;

or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

8.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The Contractor's performance will be evaluated by the Government in the areas listed below. The first evaluation will cover the period ending six months after date of Task Order award with successive evaluations being performed prior to the exercise of available options thereafter until the Contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment Report System (CPARS).

The Contractor's performance under this task order will be evaluated in the following areas:

- Quality of Product/Service
- Schedule
- Cost Control
- Business Relations
- Management of Key Personnel

The following five level assessment rating system will be used to evaluate a Contractor's performance.

Overall Performance Rating	Standard
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CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 22 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

The Contractor may obtain more information regarding the CPARS process at the following internet site:
<http://cpars.navy.mil>.

8.1 Performance Objectives, Standards and Acceptable Quality Levels

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

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
Performance Work Statement (PWS) Paragraph 3.1 Information Technology (IT) Engineering Support	(a) Provide input, review, and mark up IT-related documentation. (b) Prepare white papers.	Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules	Documentation produced, reviewed and presented to meet acceptance. 100% completed by due date.
PWS Paragraph 3.2, 3.3 Network Engineering	(a) Support pack up of test units and deliverables.	Provide support as needed. Test units packed IAW agreed upon schedules	100% of test units packed by due date.
PWS Paragraph 3.3 Communications Engineering Support	(a) Prepare and submit communications services requests. (b) Provide input, review, and mark up communications related documentation.	(a) Prepare tickets as needed. (b) Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed	(a) Requests submitted within timeframes published. (b) Documentation produced, reviewed and presented to meet acceptance. 100% completed by due date.

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 23 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
		upon schedules.	
PWS paragraph 3.4.1 Detailed Test Conduct and Evaluation Support	(a) Participate SIT/FAT /FAAT/SOVAT for JEXC2	Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules	Documentation produced, reviewed and presented to meet acceptance. 100% completed by due date.
PWS Paragraph 3.8 Status Reporting	(a) Provide monthly status reports.	Reports are accurate and complete. Reports are delivered IAW agreed upon schedule.	100% of reports are provided by due dates.

9.0 SUBCONTRACTORS AND CONSULTANTS

In addition to the information required by Federal Acquisition Regulation (FAR) 52.244-2 in the Contractor's basic SeaPort-e contract, the Contractor shall include the following information in requests to add Subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts and consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

- (1) A copy of the proposed Subcontractor's cost or price proposal.
- (2) The results of negotiations to incorporate rate caps no higher than the lower of
 - (i) SeaPort-e rate caps for the prime Contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime
 - (ii) Rate caps that are no higher than the Subcontractor's prime SeaPort-e contract.
- (3) Detailed justifications to include second-tier subcontracting to other Subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime Contractor.
 - (a) As required by FAR 15.404-3(b) the Contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a Subcontractor or consultant."
 - (b) Time and Materials (T&M) pricing arrangements require an accounting system rating of adequate as deemed by the Contracting Officer. In these instances, the Contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance and controls to be employed by the prime Contractor to ensure that efficient performance methods are being employed.

10.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for NSWC PCD via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 24 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

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

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

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

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 25 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 26 of 40	FINAL
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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:

Name of Individual Sponsor: **John Bush**

Name of Requiring Activity: **NSWC PCD Code E20**

City and State: **Panama City, FL 32404**

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

(End of Text)

DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this delivery order shall carry the following limitation statement. Word processing files shall have the statements included on the cover and title page (if any) of any resultant hard copy. Each delivered diskette shall be marked externally with the statements.

DISTRIBUTION STATEMENT D

"DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND US DOD CONTRACTORS ONLY; ADMINISTRATIVE OR OPERATIONAL USE, (DATE). OTHER U.S. REQUESTS SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY DIVISION, ATTN: CODE E25, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT."

(End of text)

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 27 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

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

(End of Text)

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s): CLIN(s) 7000-7004 and 9000-9004 Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

(End of Text)

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of Text)

Contractor Performance Assessment Reporting System (CPARS)

Contractor performance under this task order will be evaluated annually utilizing the Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at:

<http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 28 of 40	FINAL
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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	11/1/2016 - 10/31/2017
9000	11/1/2016 - 10/31/2017

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

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

7000	11/1/2016 - 10/31/2017
9000	11/1/2016 - 10/31/2017

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

7001	11/1/2017 - 10/31/2018
7002	11/1/2018 - 10/31/2019
7003	11/1/2019 - 10/31/2020
7004	11/1/2020 - 10/31/2021
9001	11/1/2017 - 10/31/2018
9002	11/1/2018 - 10/31/2019
9003	11/1/2019 - 10/31/2020
9004	11/1/2020 - 10/31/2021

Services may be performed at the Contractor facility, NSWC PCD Panama City, FL or travel location.

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

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

(End of Text)

Service to be performed hereunder will be provided at:

Naval Surface Warfare Center Panama City Division (NSWC PCD)

110 Vernon Ave, Bldg. 544 Room 139, Panama City, FL 32407

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 29 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

In accordance with SeaPort Multiple Award Contract (MAC) 52.216-18 Ordering (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between the task order and this contract, the contract shall control.

GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT:

Procurement Contracting Officer

Mary F. Hines (Code 023)
110 Vernon Ave
Panama City, FL 32407-7001
850-235-5389
mary.f.hines@navy.mil

Contract Specialist

Michelle Cohn
110 Vernon Ave
Panama City, FL 32407-7001
850-235-5789
michelle.cohn@navy.mil

Ombudsman

Gerald Sorrell
110 Vernon Ave
Panama City, FL 32407-7001
850-235-5328
Gerald.Sorrell@navy.mil

Contracting Officer Representative (COR)

Vinh Tran
850-234-4984
vinh.h.tran@navy.mil

Defense Contract Management Agency (DCMA)

DCMA SPRINGFIELD
S3101A
Picatinny Arsenal, NJ 07806-5000
973-724-8304

Defense Finance and Accounting Services (DFAS)

DFAS COLUMBUS CENTER
HQ0337

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha/ and numeric/numeric.
Line Item ACRN Order: CLINs 7000 and 9000 as follows: Pay from the ACRN listed on the Contractor's Invoice.

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

(a) Definitions. As used in this clause—

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 30 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
 - (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
 - (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
 - (1) Document type. The Contractor shall use the following document type(s).

___ Invoice (FFP Supply & Service)

X Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)

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

Destination/Destination

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N61331
Admin DoDAAC	S3101A
Inspect By DoDAAC	N/A
Ship To Code	N61331 (invoice purposes only)
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N61331

Service Acceptor (DoDAAC)	N61331
Accept at Other DoDAAC	N/A
LPO DoDAAC	(Leave Blank)
DCAA Auditor DoDAAC	TBD
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.
- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.
NSWC PCD WAWF Point of Contact (POC): Janet.Stone@navy.mil and Brian.W.Young@navy.mil . Please send an e-mail to both POCs.
- (2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.
- (End of clause)

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

- (a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.
- (b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.
- (End of Text)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

The Contractor points of contact for this Task Order are as follows:

(End of Text)

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 32 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

EARLY DISMISSAL AND CLOSURE OF GOVERNEMENT FACILITIES

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

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

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

Accounting Data

SLINID	PR Number	Amount
-----	-----	-----
700001	130059677700001	10000.00
LLA :		
AA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003612139		
Funding Document N0003916WX00462		

BASE Funding 10000.00
Cumulative Funding 10000.00

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 33 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

In accordance with SeaPort Multiple Award Contract (MAC) 52.216-18 Ordering (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between the task order and this contract, the contract shall control.

BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract apply to any Task Order resulting from this solicitation.

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (Deviation 2014-00008) (Feb2014)

- (a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.
- (b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed in "NDAA FY2012 Section 841/FY2014 Section 831 Identified Entities" list posted at <http://www.acq.osd.mil/dpap/pacc/cc/policy.html>.
- (c) The Head of the Contracting Activity (HCA) has the authority to—
- (1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or
 - (2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.
- (d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.
- (End of clause)
-

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (Deviation 2014-0008)(Feb 2014)

- (a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—
- (1) Subject to extortion or corruption; or
 - (2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.
- (End of clause)
-

5252.202-9101 ADDITIONAL DEFINITIONS (May 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) – All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION – All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (End of Text)
-

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 34 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **249,160** 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 (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **958** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 35 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

worksite plan.

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

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (Sep 1990)

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

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

(End of Text)

NAVSEA 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: (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)

CONTRACTOR OPERATED VEHICLES

Contractor-furnished vehicles shall meet the following criteria:

The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration.

The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in one and one-half inch (1 ½") lettering. The color of the marking may be either black or blue to match other vehicle markings, and in close proximity to the USN number.

Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor- furnished

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 36 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

equipment or vehicles or personal owned vehicles on Government property.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

CPFF/CPIF/ODC			
ITEM	ALLOTED TO COST	ALLOTED TO FEE	EST. POP THROUGH
7000	9,791.11	208.89	

(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.

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 37 of 40	FINAL
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SECTION I CONTRACT CLAUSES

In accordance with Seaport Multiple Award Contract (MAC) 52.216-18 Ordering (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between the task order and this contract, the contract shall control.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

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

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars>

CLAUSES INCORPORATED BY REFERENCE

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
52.227-11 Patent Rights -- Ownership by the Contractor (May 2014)
52.227-13 Patent Rights -- Ownership by the Government (Dec 2007)
252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)
252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)
252.227-7038 Patent Rights—Ownership by the Contractor (Large Business)(June 2012)
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)
252.245-7002 Reporting Loss of Government Property (Apr 2012)
252.245-7003 Contractor Property Management System Administration (Apr 2012)
252.245-7004 Reporting, Reutilization, and Disposal (Mar 2015)

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

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

Item(s)			Latest Option Exercise Date
CLIN	Period	Description	
	Option 1	Labor	No later than 12 months after task order award date
	Option 1	ODC	No later than 12 months after task order award date
	Option 2	Labor	No later than 24 months after task order award date
	Option 2	ODC	No later than 24 months after task order award date
	Option 3	Labor	No later than 36 months after task order award date
	Option 3	ODC	No later than 36 months after task order award date
	Option 4	Labor	No later than 48 months after task order award date
	Option 4	ODC	No later than 48 months after task order award date

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

(End of Clause)

52.222-2 PAYMENT OF OVERTIME PREMIUMS (Jul 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 (**authorized overtime is IAW Offeror's proposal and includes prime and subcontractor burdened overtime**) or the overtime premium is paid for work –

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 38 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (5) (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
- (6) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (7) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (8) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (9) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

52.244-2 SUBCONTRACTS (Oct 2010)

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 39 of 40	FINAL
----------------------------------	----------------------------	------------------	-------

critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: ISPA Technology, New Venture Research Corp. and PTR Automation, Inc.

(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 there under.”

(b) The Contractor --

(1) Agrees not to --

- (i) Enter into any agreement with any of its employees or independent Contractors that requires, as a condition of employment, that the employee or independent Contractor agree to resolve through arbitration
 - (A) Any claim under title VII of the Civil Rights Act of 1964; or
 - (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or
- (ii) Take any action to enforce any provision of an existing agreement with an employee or independent Contractor that mandates that the employee or independent Contractor resolve through arbitration--
 - (A) Any claim under title VII of the Civil Rights Act of 1964; or (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

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

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

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

(End of Clause)

CONTRACT NO. N00178-04-D-4044	DELIVERY ORDER NO. HR03	PAGE 40 of 40	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment J.1 DD Form 254 dated 1 Sep 2016

Exhibit A: Contract Data Requirements List (CDRLs)