

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
23

3. EFFECTIVE DATE
15-Sep-2017

4. REQUISITION/PURCHASE REQ. NO.
See Section G

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00178

7. ADMINISTERED BY (If other than Item 6)

CODE

S4801A

NSWC, DAHLGREN DIVISION
17632 Dahlgren Road Suite 157
Dahlgren VA 22448-5110

DCMA SEATTLE
188 106TH AVE NE, STE 660
BELLEVUE WA 98004-5965

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

GeoNorth, LLC
561 East 36th Avenue
Anchorage AK 99503-4137

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7295-0007

10B. DATED (SEE ITEM 13)

15-Apr-2016

CAGE CODE 09EJ4

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

14-Sep-2017

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

| | | | | |
|----------------------------------|---|----------------------------------|----------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 2 of 3 | FINAL |
|----------------------------------|---|----------------------------------|----------------|-------|

GENERAL INFORMATION

General INFO

The purpose of this modification is to apply increments of funding to CLIN 7101.

The following SLINs are added in Section B and Line of Accounting information in Section G under MOD 23:

The total amount of funds obligated to the task is hereby increased from.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|-----------|---------|---------|
| 7101CA | O&MN,N | 0.00 | | |
| 7101CB | RDT&E | 0.00 | | |
| 7101CC | O&MN,N | 0.00 | | |
| 7101CD | OPN | 0.00 | | |
| 7101CE | OPN | 0.00 | | |

The total value of the order is hereby increased from

| CLIN/SLIN | From (\$) | By (\$) | To (\$) |
|-----------|-----------|---------|---------|
| 7101AA | | | |
| 7101CA | 0.00 | | |
| 7101CB | 0.00 | | |
| 7101CC | 0.00 | | |
| 7101CD | 0.00 | | |
| 7101CE | 0.00 | | |

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

| CLIN/SLIN | From | To |
|-----------|------|-----------------------|
| 7101CA | | 9/15/2017 - 4/30/2018 |
| 7101CB | | 9/15/2017 - 4/30/2018 |
| 7101CC | | 9/15/2017 - 4/30/2018 |
| 7101CD | | 9/15/2017 - 4/30/2018 |
| 7101CE | | 9/15/2017 - 4/30/2018 |
| 9101CB | | 9/15/2017 - 4/30/2018 |
| 9101CD | | 9/15/2017 - 4/30/2018 |
| 9101CE | | 9/15/2017 - 4/30/2018 |

ACRNs, Lines of Accounting, Requisition Numbers and other financial information associated with this mod appear at the end of Section G.

In Section H, the clauses NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS and FUNDING PROFILE are updated to reflect the funding changes in this modification. Special Invoicing/Special Payment Instructions Apply to this Task Order per section H.

| | | | | |
|----------------------------------|---|----------------------------------|----------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 3 of 3 | FINAL |
|----------------------------------|---|----------------------------------|----------------|-------|

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

AID # 329/3995

Distro:

- CLIN7101CA ACRN: EY - Funding Doc: RP000717RC002SW-AA

| | | | | |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 1 of 87 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

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 | Ceiling Transferred to CLIN 7001. (Fund Type - TBD) | | LH | | | |
| 7001 | | Base Period, Labor Support for Sites Planning Agent (SPA) IAW Section C, SOW. (See Note 1 & 2) Total Hours for Base Year: | | | | | |
| 7001AA | R425 | Base Period, Labor Support for Sites Planning Agent (SPA) IAW Section C, SOW. (See Note 1 & 2). Unfunded Ceiling Holding SLIN. (Fund Type - OTHER) | | LO | | | |
| 7001AB | R425 | Increment of funding - 10 USC 2410(a) authority is being invoked (Award) (O&MN,N) | | LO | | | |
| 7001AC | R425 | Incremental Funding - (Mod 1) (WCF) | | LO | | | |
| 7001AD | R425 | Incremental Funding - (Mod 1) (OPN) | | LO | | | |
| 7001AE | R425 | Incremental Funding - 10 USC 2410a authority is being invoked - (Mod 1) (O&MN,N) | | LO | | | |
| 7001AF | R425 | Incremental Funding - (Mod 2). (OPN) | | LO | | | |
| 7001AG | R425 | Incremental Funding - (Mod 2). (WCF) | | LO | | | |
| 7001AH | R425 | Incremental Funding - (Mod 2). (WCF) | | LO | | | |
| 7001AJ | R425 | Incremental Funding 10 USC 2410(a) authority is being invoked - (Mod 2). (O&MN,N) | | LO | | | |
| 7001AK | R425 | Incremental Funding - (Mod 2). (OPN) | | LO | | | |
| 7001AL | R425 | Incremental Funding - (Mod 2). (OPN) | | LO | | | |
| 7001AM | R425 | Incremental Funding 2410(a) authority is hereby invoked - (Mod 2) (O&MN,N) | | LO | | | |
| 7001AN | R425 | Incremental Funding - (Mod 2) (WCF) | | LO | | | |
| 7001AP | R425 | Incremental Funding 2410(a) authority is hereby invoked - (Mod 2) (O&MN,N) | | LO | | | |

| | | | | |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 2 of 87 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| 7001AQ | R425 | Incremental Funding 2410(a) authority is hereby invoked - (Mod 2) (WCF) | | LO | | | |
| 7001AR | R425 | Incremental Funding - (Mod 2) (SCN) | | LO | | | |
| 7001AS | R425 | Incremental Funding - 10 USC 2410a authority is being invoked - (Mod 3) (O&MN,N) | | LO | | | |
| 7001AT | R425 | Incremental Funding - (Mod 3). (WCF) | | LO | | | |
| 7001AU | R425 | Incremental Funding - (Mod 3). (SCN) | | LO | | | |
| 7001AV | R425 | Incremental Funding - (Mod 3). (SCN) | | LO | | | |
| 7001AW | R425 | Incremental Funding 2410(a) authority is hereby invoked - (Mod 3). (O&MN,N) | | LO | | | |
| 7001AX | R425 | Incremental Funding - (Mod 3). (WCF) | | LO | | | |
| 7001AY | R425 | Incremental Funding 2410(a) authority is hereby invoked - (Mod 3). (O&MN,N) | | LO | | | |
| 7001AZ | R425 | Incremental Funding - (Mod 3). (WCF) | | LO | | | |
| 7001BA | R425 | Incremental Funding - (Mod 3). (WCF) | | LO | | | |
| 7001BB | R425 | Incremental Funding - (Mod 3). (WCF) | | LO | | | |
| 7001BC | R425 | Incremental Funding - (Mod 4). (WCF) | | LO | | | |
| 7001BD | R425 | Incremental Funding - (Mod 4). (RDT&E) | | LO | | | |
| 7001BE | R425 | Incremental Funding 2410(a) Authority is hereby invoked - (Mod 4). (O&MN,N) | | LO | | | |
| 7001BF | R425 | Incremental Funding - (Mod 4). (RDT&E) | | LO | | | |
| 7001BG | R425 | Incremental Funding 2410(a) Authority is hereby invoked - (Mod 4). (O&MN,N) | | LO | | | |
| 7001BH | R425 | Incremental Funding 2410(a) Authority is hereby invoked - (Mod 4). (O&MN,N) | | LO | | | |
| 7001BJ | R425 | Incremental Funding - (Mod 4). (WCF) | | LO | | | |

| | | | | |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 3 of 87 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 7001BK | R425 | Incremental Funding - (Mod 4). (OPN) | | LO | | | |
| 7001BL | R425 | Incremental Funding - (Mod 4). (SCN) | | LO | | | |
| 7001BM | R425 | Incremental Funding - (Mod 4). (WCF) | | LO | | | |
| 7001BN | R425 | Incremental Funding - (Mod 4). (SCN) | | LO | | | |
| 7001BP | R425 | Incremental Funding - (Mod 5). (OPN) | | LO | | | |
| 7001BQ | R425 | Incremental Funding - (Mod 5). (OPN) | | LO | | | |
| 7001BR | R425 | Incremental Funding - (Mod 5). (RDT&E) | | LO | | | |
| 7001BS | R425 | Incremental Funding 2410(a) Authority is hereby invoked - (Mod 5). (O&MN,N) | | LO | | | |
| 7001BT | R425 | Incremental Funding - (Mod 5). (RDT&E) | | LO | | | |
| 7001BU | R425 | Incremental Funding - (Mod 5). (WCF) | | LO | | | |
| 7001BV | R425 | Incremental Funding - (Mod 5). (WCF) | | LO | | | |
| 7001BW | R425 | Incremental Funding 2410(a) Authority is hereby invoked - (Mod 5). (O&MN,N) | | LO | | | |
| 7001BX | R425 | Incremental Funding 2410(a) Authority is hereby invoked - (Mod 5). (O&MN,N) | LO | | | | |
| 7001BY | R425 | Incremental Funding - (Mod 6). (SCN) | | LO | | | |
| 7001BZ | R425 | Incremental Funding - (Mod 6). (OPN) | | LO | | | |
| 7001CA | R425 | Incremental Funding 2410(a) Authority is hereby invoked - (Mod 7). (OPN) | | LO | | | |
| 7001CB | R425 | Incremental Funding - (Mod 8). (WCF) | | LO | | | |
| 7001CC | R425 | Incremental Funding - (Mod 9) (WCF) | | LO | | | |
| 7001CD | R425 | Incremental Funding - (Mod 9) (WCF) | | LO | | | |
| 7001CE | R425 | Incremental Funding - (Mod 9) (WCF) | | LO | | | |

| | | | | |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 4 of 87 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| 7001CF | R425 | Incremental Funding - (Mod 9) (WCF) | | LO | | | |
| 7001CG | R425 | Incremental Funding - (Mod 10) (WCF) | | LO | | | |
| 7001CH | R425 | Incremental Funding - (Mod 10). (WCF) | | LO | | | |
| 7001CJ | R425 | Incremental Funding - (Mod 11). (OPN) | | LO | | | |
| 7001CK | R425 | Incremental Funding - (Mod 12). (WCF) | | LO | | | |
| 7001CL | R425 | Incremental Funding - (Mod 12). (WCF) | | LO | | | |
| 7001CM | R425 | Incremental Funding - (Mod 12). (WCF) | | LO | | | |
| 7001CN | R425 | Incremental Funding - (Mod 12). (WCF) | | LO | | | |
| 7001CP | R425 | Incremental Funding - (Mod 12). (SCN) | | LO | | | |
| 7001CQ | R425 | Incremental Funding - (Mod 12). (OPN) | | LO | | | |
| 7001CT | R425 | Incremental Funding - (Mod 13). (WCF) | | LO | | | |
| 7001CU | R425 | Incremental Funding - (Mod 13). (RDT&E) | | LO | | | |
| 7001CV | R425 | Incremental Funding - (Mod 14). (OPN) | | LO | | | |
| 7001CW | R425 | Incremental Funding - (Mod 14). (SCN) | | LO | | | |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|------------------------------------|-----|------|-----------|-----------|------|
| 7099 | | Not Separately Priced (See Note 4) | | LO | | | NSP |

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|------|---|-----|------|-----------|-----------|------|
| 7100 | R425 | Option Period 1, Labor Support for Sites Planning Agent (SPA) IAW Section C, SOW. (See Note 1 & 2). Ceiling moved to CLIN 7101 on Mod 15. (Fund Type - TBD) | | LH | | | |

| | | | | |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 5 of 87 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| 7101 | | Option Year 1, Labor Support for Sites Planning Agent (SPA) IAW Section C, SOW. (See Note 1 & 2) Total Hours for Base Year: | | | | | |
| 7101AA | R425 | Option Year 1, Labor Support for Sites Planning Agent (SPA) IAW Section C, SOW. (See Note 1 & 2). Unfunded Ceiling Holding SLIN. (Fund Type - TBD) | | LO | | | |
| 7101AB | R425 | Incremental Funding - (Mod 15). (WCF) | | LO | | | |
| 7101AC | R425 | Incremental Funding - (Mod 15). (O&MN,N) | | LO | | | |
| 7101AD | R425 | Incremental Funding - (Mod 15). (SCN) | | LO | | | |
| 7101AE | R425 | Incremental Funding - (Mod 15). (SCN) | | LO | | | |
| 7101AF | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked- (Mod 15). (O&MN,N) | | LO | | | |
| 7101AG | R425 | Incremental Funding - (Mod 15). (SCN) | | LO | | | |
| 7101AH | R425 | Incremental Funding - (Mod 15). (SCN) | | LO | | | |
| 7101AJ | R425 | Incremental Funding - (Mod 16). (OPN) | | LO | | | |
| 7101AK | R425 | Incremental Funding - (Mod 16). (OPN) | | LO | | | |
| 7101AL | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 16). (O&MN,N) | | LO | | | |
| 7101AM | R425 | Incremental Funding - (Mod 16). (WCF) | | LO | | | |
| 7101AN | R425 | Incremental Funding - (Mod 16). (OPN) | | LO | | | |
| 7101AP | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 16). (WCF) | | LO | | | |
| 7101AQ | R425 | Incremental Funding - (Mod 16). (WCF) | | LO | | | |
| 7101AR | R425 | Incremental Funding - (Mod 16). (WCF) | | LO | | | |
| 7101AS | R425 | Incremental Funding - (Mod 16). (SCN) | | LO | | | |

| | | | | |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 6 of 87 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 7101AT | R425 | Incremental Funding - (Mod 16). (WCF) | | LO | | | |
| 7101AU | R425 | Incremental Funding - (Mod 16). (WCF) | | LO | | | |
| 7101AV | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 17). (O&MN,N) | | LO | | | |
| 7101AW | R425 | Incremental Funding - (Mod 19). (OPN) | | LO | | | |
| 7101AX | R425 | Incremental Funding - (Mod 19). (SCN) | | LO | | | |
| 7101AY | R425 | Incremental Funding - (Mod 19). (SCN) | | LO | | | |
| 7101AZ | R425 | Incremental Funding - (Mod 19). (RDDA) | | LO | | | |
| 7101BA | R425 | Incremental Funding - (Mod 19). (RDT&E) | | LO | | | |
| 7101BB | R425 | Incremental Funding - (Mod 19). (OPN) | | LO | | | |
| 7101BC | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 19). (WCF) | | LO | | | |
| 7101BD | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 20). (O&MN,N) | | LO | | | |
| 7101BE | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 20). (O&MN,N) | | LO | | | |
| 7101BF | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 20). (O&MN,N) | | LO | | | |
| 7101BG | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 20). (O&MN,N) | | LO | | | |
| 7101BH | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 21). (O&MN,N) | | LO | | | |
| 7101BJ | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 21). (O&MN,N) | | LO | | | |
| 7101BK | R425 | Incremental Funding - (Mod 21). (OPN) | | LO | | | |
| 7101BL | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - | | LO | | | |

| | | | | |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 7 of 87 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| | | (Mod 21). (O&MN,N) | | | | | |
| 7101BM | R425 | Incremental Funding - (Mod 21). (RDT&E) | | LO | | | |
| 7101BN | R425 | Incremental Funding - (Mod 21). (WCF) | | LO | | | |
| 7101BP | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 21). (O&MN,N) | | LO | | | |
| 7101BQ | R425 | Incremental Funding - (Mod 21). (OPN) | | LO | | | |
| 7101BR | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 21). (O&MN,N) | | LO | | | |
| 7101BS | R425 | Incremental Funding 10 USC 2410(a) authority is hereby invoked - (Mod 22). (OPN) | | LO | | | |
| 7101BT | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 22). (RDDA) | | LO | | | |
| 7101BV | R425 | Incremental Funding - (Mod 22). (OPN) | | LO | | | |
| 7101BW | R425 | Incremental Funding - (Mod 22). (WCF) | | LO | | | |
| 7101BX | R425 | Incremental Funding - (Mod 22). (WCF) | | LO | | | |
| 7101BY | R425 | Incremental Funding - (Mod 22). (RDT&E) | | LO | | | |
| 7101BZ | R425 | Incremental Funding - (Mod 22). (OPN) | | LO | | | |
| 7101CA | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 23). (O&MN,N) | | LO | | | |
| 7101CB | R425 | Incremental Funding - (Mod 23). (RDT&E) | | LO | | | |
| 7101CC | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 23). (O&MN,N) | | LO | | | |
| 7101CD | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 23). (OPN) | | LO | | | |
| 7101CE | R425 | Incremental Funding - (Mod 23). (OPN) | | LO | | | |

For Cost Type / NSP Items

| | | | | |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 8 of 87 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|------------------------------------|-----|------|-----------|-----------|------|
| 7199 | | Not Separately Priced (See Note 4) | | LO | | | NSP |

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|------|--|-----|------|-----------|-----------|------|
| 7200 | R425 | Option Period 2, Labor Support for Sites Planning Agent (SPA) IAW Section C, SOW. (See Note 1 & 2) (Fund Type - TBD) Option | | LH | | | |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|------------------------------------|-----|------|-----------|-----------|------|
| 7299 | | Not Separately Priced (See Note 4) | | LO | | | NSP |

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|------|--|-----|------|-----------|-----------|------|
| 7300 | R425 | Option Period 3, Labor Support for Sites Planning Agent (SPA) IAW Section C, SOW. (See Note 1 & 2) (Fund Type - OTHER) Option | | LH | | | |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|------------------------------------|-----|------|-----------|-----------|------|
| 7399 | | Not Separately Priced (See Note 4) | | LO | | | NSP |

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|------|--|-----|------|-----------|-----------|------|
| 7400 | R425 | Option Period 4, Labor Support for Sites Planning Agent (SPA) IAW Section C, SOW. (See Note 1 & 2) (Fund Type - TBD) Option | | LH | | | |

For Cost Type / NSP Items

| | | | | |
|----------------------------------|---|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 9 of 87 | FINAL |
|----------------------------------|---|----------------------------------|-----------------|-------|

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|------------------------------------|-----|------|-----------|-----------|------|
| 7499 | | Not Separately Priced (See Note 4) | | LO | | | NSP |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|-----------|
| 9000 | R425 | Ceiling Transferred to CLIN 9001 (Fund Type - TBD) | | LO | |
| 9001 | | | | | |
| 9001AA | R425 | ODC in support of CLIN 7001. Holding SLIN for Unfunded Ceiling. (Fund Type - TBD) | | LO | |
| 9001AB | R425 | Incremental Funding - (Mod 4). (RDT&E) | | LO | |
| 9001AC | R425 | Incremental Funding - (Mod 5). (RDT&E) | | LO | |
| 9001CW | R425 | ODC in support of CLIN 7001 (SCN) | | LO | |
| 9100 | R425 | Option Period 1 ODCs in support of CLIN 7100. (See Note 2 & 3). Ceiling transferred from 9100 to CLIN 9101 on Mod 15. (Fund Type - TBD) | | LO | |
| 9101 | | | | | |
| 9101AA | R425 | ODC in support of CLIN 7101. Holding SLIN for Unfunded Ceiling. (Fund Type - TBD) | | LO | |
| 9101AB | R425 | Incremental Funding - 10 USC 2410(a) authority is hereby invoked - (Mod 19). (WCF) | | LO | |
| 9101BT | R425 | ODC in support of CLIN 7101 (RDDA) | | LO | |
| 9101BY | R425 | ODC in support of CLIN 7101 (RDT&E) | | LO | |
| 9101CB | R425 | ODC in support of CLIN 7101 (RDT&E) | | LO | |
| 9101CD | R425 | ODC in support of CLIN 7101 (OPN) | | LO | |
| 9101CE | R425 | ODC in support of CLIN 7101 (OPN) | | LO | |
| 9200 | R425 | Option Period 2 ODCs in support of CLIN 7200. (See Note 2 & 3) (Fund Type - TBD) Option | | LO | |
| 9300 | R425 | Option Period 3 ODCs in support of CLIN 7300. (See Note 2 & 3) (Fund Type - TBD) Option | | LO | |
| 9400 | R425 | Option Period 4 ODCs in support of CLIN 7400. (See Note 2 & 3) (Fund Type - TBD) Option | | LO | |

The labor hours listed above in "LH" in the Base Period and each Option Period shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort clause.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 10 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

NOTE 2: OPTION CLAUSE

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies to the Option CLINs. (CLIN 7100, 7200, 7300, 7400, 9100, 9200, 9300, & 9400)

NOTE 3: ODCs

ODCs will be limited to travel and materials.

NOTE 4: NOT SEPARATELY PRICED

Price for Not Separately Priced (NSP) items shall be included in the price of Labor CLIN(s).

B.1 TYPE OF ORDER

This is a Level of Effort (term) type order.
 Items in the 7xxx series are cost plus fixed fee type and NSP CLINs.
 Items in the 9xxx series are cost only, excluding fee.

B.2 ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to allow for additional SLINs as needed to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall Level of Effort or value of the task order.

B.3 FEE INSTRUCTIONS

The following table is to be completed by the Offeror and reflects the hourly rate to be billed.

| | Fixed Fee Amount | Number of Man-Hours | Rate (Fee per Man-Hour) |
|----------|------------------|---------------------|-------------------------|
| Base | | | |
| Option 1 | | | |
| Option 2 | | | |
| Option 3 | | | |
| Option 4 | | | |

*CONTRACTOR FILL IN TABLE CAPTURING: Fixed fee amount, number of man hours, and rate per hour (table should be inclusive of both Prime and Subcontractor information)
 In accordance with FAR 52.216-8 FIXED FEE, fifteen (15%) percent (not to exceed \$100,000) of the fee payment shall be reserved.

B.4 FINALIZED FIXED FEE

If the total Level of Effort for each period specified in Section H clause 5252.216-9122 LEVEL OF EFFORT -ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this order, the Contracting Officer, at its sole discretion, shall finalize fee based on the percent of hours provided in relation to the fixed fee. For example, if ninety (90%) percent of the hours were provided, the Contractor is entitled to ninety (90%) percent of the fixed fee.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 11 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

The above fee calculation applies to all periods regardless of the level of funding. This Task Order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total Cost Plus Fixed Fee.

B.5 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 five hundred (\$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.

B.6 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

B.7 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR52.216-7), 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 specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

B.8 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

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

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 12 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

B.9 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire task order is cost reimbursable. The Labor CLINs are Cost Plus Fixed Fee (CPFF) and Other Direct Cost (ODC) CLINs are Cost.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 13 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

C.1 BACKGROUND

The Sites Planning Agent (SPA) provides Land Based Test and Training Sites (LBTTS) activation planning, engineering, and acquisition expertise for the AEGIS, AEGIS Ballistic Missile Defense, AEGIS Ashore, and Ship Self Defense System (SSDS) programs. The SPA is responsible for installation, planning, integration, engineering, and acquisition of the shipboard systems and Commercial-Off-The-Shelf (COTS) equipment required to support element test, system test, certification, and training in a land-based environment. It is the SPA's mission to search for and implement common engineering and integration solutions for SPA-supported test and training sites to lower overall programmatic acquisition, engineering, integration, and life cycle costs.

C.2 SCOPE

The SPA requires technical support in the areas of configuration management, application development and maintenance, logistics, sites cabling support, sites planning cost analysis, and Audio-Video systems engineering and integration relative to LBTTS planning, and engineering processes. The technical support utilizes enterprise approaches where applicable to enable broad utilization of technology and approaches across multiple applications. The SPA technical support enables accomplishment of engineering missions primarily at the LBTTS including AEGIS Training and Readiness Center (ATRC), AEGIS Ashore sites, Combat Systems Engineering Development Site (CSEDS), the Integrated Combat Systems Test Facility (ICSTF), the Integrated Warfare Systems Lab (IWSL), Naval Systems Computing Center (NSCC), and the Surface Combat Systems Center (SCSC) and other SPA-supported test and training sites in coordination with Program Executive Office Integrated Warfare Systems 1.0 (PEO IWS 1.0) and other major sponsors. In addition to the LBTTS, the SPA supports the acquisition of and development efforts for training and simulation equipment. The technical support includes the following computer programs: All Sites Module (ASM), Automated Configuration And Verification System (ACAVS), Integrated Warfare Systems Laboratory Information Network (IWSLIN), Next Generation Switch Controller (NGSC), Tactical Load Management System (TLMS) and other SPA and site-required automated solutions. The technical support also includes integration efforts to provide a common medium for efficient and effective management of information and resources in support of the functions of planning, engineering, acquisition, facility activation, maintenance, operations, and funding management. The SPA technical support includes identifying equipment to support baseline requirements, implementing common processes, while adapting to site-specific processes, supporting life cycle processes, managing the financial aspect of the equipment procurement, and performing inventory, configuration, project, and data management.

C.3 APPLICABLE DOCUMENTS

- UNICOR Standard Operating Procedures
- NSWCDD Temporary Approval Request for Information System (TARIS) USER'S GUIDE
- National Industrial Security Program Operating Manual (NISPOM)
- SPA CM Plan

C.4 REQUIREMENTS

C.4.1 Sites Planning Configuration Management

C.4.1.1 Change Control and Status Accounting

C.4.1.1.1 The Contractor shall organize, review, disseminate, maintain, and control documentation with Government oversight and approval for configuration management (CM), financial planning and execution, and site engineering changes including Sites Requirements Planning Basis (SRPB), Baseline Equipment

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 14 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

Lists, Ordnance Alterations (ORDALTS), Engineering Change Proposals (ECP), and other change control documents as defined in the process. The Contractor shall develop and maintain procedures to ensure integrity of configuration control processes as outlined in the SPA CM Plan. (CDRL A002, A003, A012, A016)

C.4.1.1.2 The Contractor shall coordinate, review, consolidate, and document Ship Change Documents (SCDs), ECPs and, other configuration change control documents to be evaluated by the LBTTS, including coordination of SPA input to the Integrated Combat Systems Change Control Board (ICS CCB), Technical Assessment Team (TAT), AEGIS Ashore Technical Review Board (TRB), and other SPA-supported configuration boards. The Contractor shall provide support for preparation and validation of the sites' configuration change review responses. The Contractor shall incorporate all changes, including ECPs, SCDs, and ORDALTS, that impact the sites into the sites' SRPB and reflect the updates in the Sites and Milestone Planning (SAMP) module of the ASM database. (CDRL A003)

C.4.1.2 Requirements Management

C.4.1.2.1 The Contractor shall document, validate, and manage the configuration items with Government review and approval as defined in the systems engineering process in accordance with best practice. (CDRL A012)

C.4.1.2.2 The Contractor shall collaborate with site CM personnel to ensure that the requirements are tracked in the equipment module of the ASM database throughout the lifecycle of the systems. (CDRL A012)

C.4.1.3 Data Management

C.4.1.3.1 The Contractor shall develop and update plans, policies, programs and practices that control, protect, deliver and enhance the value of data and information assets with Government oversight and approval. The Contractor shall follow and ensure the execution of such plans, policies, programs, and practices. (CDRL A012)

C.4.1.3.2 The Contractor shall maintain the data in ASM, a Government Navy-approved database, in an organized manner that allows update and retrieval of information collected while enforcing data integrity and security. (CDRL A012)

C.4.2 Sites Planning System Engineering

C.4.2.1 The Contractor shall develop designs and support assembly of prototype AEGIS computing, display equipment, and site unique equipment with Government review and approval. The Contractor shall develop drawings, integration documents, and test plans associated with engineering development models, which can be used until production equipment is available. The Contractor shall develop equipment prototypes to provide site variants for equipment no longer procurable. The Contractor shall procure parts, material, and supplies in order to assemble prototype equipment as specified above. (CDRL A014, A016)

C.4.2.2 The Contractor shall provide coordination with the AEGIS In-service Engineering Agent, Program Executive Office, AEGIS BMD Program Office and Sites Planning Agent with respect to participation in AEGIS development, modernization and sustainment efforts, including AEGIS in-service baselines and development baselines. The Contractor shall ensure that the in-service, modernization and supportability requirements are captured in the design and that the requirements of the in-service community are captured in sites, documentation, and maintenance methods. (CDRL A009)

C.4.2.3 The Contractor shall provide systems engineering and lifecycle engineering analysis of COTS-based C5I issues in AEGIS sites and AEGIS ships to identify an effective lifecycle maintenance strategy and facilitate sharing of COTS C5I readiness best practices across C5I systems, including land-based test and training sites roles. The Contractor shall provide recommendations relative to the data collected and identify best practices and initiatives for improvements with the findings being delivered by technical reports and accompanying presentation packages. (CDRL A007, A009)

C.4.2.4 The Contractor shall provide analytical and technical services and in

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 15 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

accordance with the AEGIS combat systems and weapons systems programs for CGs and DDGs. The Contractor shall provide SPA planning support to ensure the goals, objectives, and milestones of the various systems are accomplished. (CDRL A009)

C.4.2.5 The Contractor shall provide engineering and technical support services for facility and equipment design activities related to the activation of the SSDS Facility at the SCSC, Wallops Island and Dahlgren, VA. These tasks shall include analyzing and defining facility requirements; identifying issues; preparing and reviewing designs, plans, and schedules. The Contractor shall participate in working groups, meetings and design reviews. (CDRL A009)

C.4.2.6 The Contractor shall provide technical support to the SPA relative to site equipment requirements planning and conceptual designs to integrate and activate the various warfighting improvements to the Weapons System, Combat System, and simulated systems at the LBTTS. (CDRL A009)

C.4.2.7 The Contractor shall perform risk assessments and trade-off analysis of design decisions related to the Navy weapons systems program as well as strategic planning for these efforts. (CDRL A009)

C.4.2.8 The Contractor shall evaluate the implementation of site configuration changes and provide the proposed schedule relative to In-Service Engineering Agent (ISEA), training, and user requirements. (CDRL A004)

C.4.2.9 The Contractor shall work with sites Information Assurance Personnel to compile accreditation packages for Information Assurance approval. The Contractor shall continuously notify sites' IA Personnel of the system's current IA status. The Contractor shall ensure any changes within the system baseline are approved through the appropriate CCB process and necessary documents are updated accordingly. The Contractor shall ensure the system's approval guidelines within the approval letter are followed accordingly during the maturation of the system. The contract shall ensure systems packages are prepared for reaccreditation. (CDRL A015)

C.4.3 Site Support Application Development and IA Support

C.4.3.1 Application Development

The Contractor shall analyze, design, program, test, debug, maintain, and document specific computer programs for applications defined by the Government. These programs reside on Government computers and include ASM, Facility Change Request (FCR) workflow, ACAVS, NGSC, TLMS, and the IWSLIN tool set. The Contractor shall design, program, test, debug and maintain Java, Oracle Forms, application and web servers, and relational database programs including Oracle. The Contractor shall thoroughly research and recommend proposed hardware and software in support of the maintenance and development efforts for these applications. Personnel developing and maintaining these applications shall be identified as part of the Cyber Security Work Force (CSWF). In addition, security accreditation of information systems shall be performed in compliance with NSWCCD and DoD information security requirements. (CDRL A005, A010, A014, A017)

C.4.3.2 Database Administration

The Contractor shall provide database administration support including Oracle database administration. The Contractor shall also provide operational assistance to system users. Applicable systems shall include Oracle in various network environments. The Contractor shall continually research and maintain the Oracle Database in accordance with security upgrades and version obsolescence. Other relational databases may be incorporated in the applications. The Contractor shall design, implement, upgrade, and maintain the following application databases including the following: ASM, NGSC, TLMS, ACAVS, and the IWSLIN tool set. (CDRL A005)

C.4.3.3 Information Assurance Support

The Contractor shall work with application developers, database administrators, and system administrators to assist in the creation and

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 16 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

maintenance of accreditation packages for Information Assurance approval. The Contractor shall act as the liaison between NAVSEA and the sites, continuously notify Information Technology (IT) administrators and SPA tools lead of the system's current IA status. The Contractor shall ensure any changes within the system baseline are approved through the appropriate CCB process and necessary documents are updated accordingly. The Contractor shall ensure the system's approval guidelines within the approval letter are followed accordingly during the maturation of the system. The Contractor shall ensure systems packages are prepared for reaccreditation within scheduled guidelines. (CDRL A015)

C.4.4 Logistics Support

C.4.4.1 The Contractor shall provide technical and logistical support to the SPA and Technical Department Contracting Federal Supply and Credit Card Acquisition Programs. The Contractor shall document all data fields in the required Navy systems during the material lifecycle of request, receipt, delivery and disposition. The Contractor shall comply with Operating Materials and Supplies (OM&S) guidance for loading and managing all SPA and Technical Department purchased and owned OM&S. The Contractor shall coordinate LBTTTS and Technical Department equipment and material moves to support Defense Reutilization & Marketing Office (DRMO) initiatives and coordinate large equipment deliveries and shipments. The Contractor shall support the lab equipment builds staging and ARC pre-delivery harvesting, inspection, and validation of equipment and parts. The Contractor shall maintained compliance with the Navy's Product Data Reporting and Evaluation Program (PDREP) guidance that supports Navy management of the supply chain ensuring first-time quality and on-time delivery of materials for both critical and non-critical applications. (CDRL A014)

C.4.4.2 Logistics Support personnel shall maintain forklift operator training provided by the Contractor company and retain their copy of their certification and fulfill the training requirements administered by a qualified trainer as required by OSHA and ANSI for the equipment. Certification Certificates shall be sent to the Contracting Officer Representative (COR).

C.4.5 Sites Cabling Support

The Contractor shall provide logistics support in the areas of planning and construction of mechanical devices and cable fabrication, inventory management, troubleshooting, and problem resolution. The Contractor shall manage the fabrication of various cables, harness assemblies, milled enclosures and other fabricated items. The Contractor shall interpret engineering drawings for wiring diagrams, schematics, Military Standards, Federal specifications, CableInterface Interconnect Diagram (CIID), NAVSEA drawings and other specifications. The Contractor shall assure performance of all fabricated cables. In addition, the Contractor shall track and receipt all commercial and tactical equipment providing troubleshooting and problem resolution. Inventory maintenance shall be conducted on all computer peripheral cards, hard drives, routers and related items. (CDRL A014)

C.4.6 Sites Planning Cost Analysis Support

The Contractor shall organize, revise, review, disseminate, control, and maintain financial planning and execution documentation in accordance with Government oversight and approval. The Contractor shall work acceptance of SPA incoming funding. The contract shall create, process, track, and balance all funding and requisitions. The Contractor shall use provided Navy systems during the material lifecycle request and receipt. The Contractor shall work closely with SPA engineering personnel to understand engineering issues and how they impact financial results. The Contractor shall attend financial meetings as scheduled.

C.4.7 Audio-Video Systems Engineering and Integration

The Contractor shall provide life cycle support for audio visual hardware, multi-media and software applications located at Dahlgren, Virginia and other

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 17 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

LBTTS. The Contractor shall provide support to include design, development, evaluation, installation, documentation, maintenance, user guides, and training. (CDRL A014)

C.4.8 General Support

C.4.8.1 Technical Management Support

C.4.8.1.1 The Contractor shall provide white papers, presentations, and program plans relating to technical direction and programmatic considerations. The Contractor shall develop schedules, monitor task executions, perform tradeoff analyses, and coordinate tasking as part of Integrated Process Team (IPT), design reviews, and system acceptance processes. (CDRL A007, A009)

C.4.8.1.2 The Contractor shall prepare technical papers, memorandums, and other documentation. (CDRL A009)

C.4.8.1.3 The Contractor shall provide support on baseline implementations at the sites. The Contractor shall evaluate and document Lifetime Support Engineering Agent (LSEA), ISEA, and training requirements relative to baseline implementations. (CDRL A004)

C.4.8.1.4 The Contractor shall compile, analyze and document tactical, commercial, simulation and support systems equipment and computer program requirements for LBTTS and other Naval Facilities. In addition, this information shall be used to develop Site Requirements Planning Basis (SRPB). (CDRL A002)

C.4.8.1.5 The Contractor shall support the planning, management, and procurement of requirements including, Task Planning Sheets (TPSSs) for systems associated with the development, testing, system integration and training of the combat systems and weapons systems ship programs and lifecycle/logistics support for the LBTTS.

C.4.8.2 Meeting, Events, and Design Reviews Support

C.4.8.2.1 The Contractor shall attend and participate in the Integrated Product Team/Change Control Board (IPT/CCB), Biweekly Progress/Status Meetings and any other meetings in support of SPA and LBTTS. The Contractor shall capture and provide meeting minutes and track action items. (CDRL A011)

C.4.8.2.2 The Contractor shall participate in combat system and weapon system technical design reviews including System Design Review (SDR), Navy Review Teams readiness reviews, working groups, In-Process Review (IPR), Preliminary Design Review (PDR), Critical Design Review (CDR), and Program Review (PR). The Contractor shall develop briefings and presentations to present the current status of program reviews to various levels of Government personnel and working groups. (CDRL A007)

C.4.9 Contract Management Schedule and Progress Reporting

C.4.9.1 The Contractor shall develop a POA&M for each work area. (CDRL A001)

C.4.9.2 The Contractor shall provide weekly highlights, monthly progress reports, and year major accomplishments. (CDRL A001)

C.4.9.3 The Contractor shall participate in informal reviews of the technical work being performed under the contract. These reviews may be at the contract level or the task level.

C.4.9.4 The Contractor shall host or conduct In Process Reviews (IPRs). The IPRs shall be documented with agendas, minutes and presentation materials. The purpose of the reviews is to ensure the approach and progresses are technically sound, meet the requirements, and are properly documented. The IPRs shall include the following: (CDRL A008)

- Documentation of a mutual understanding of the objectives and scope of the work
- Review progress to-date.
- Review metrics.
- Review project deliverables.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 18 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

- Validate detailed work plans.
- Confirm resolved issues and manage outstanding issues. This shall include status of significant problems faced by the program manager and current plans to resolve the problems or mitigate their impacts.
- Review current and projected staffing.
- Identify and evaluate risk factors and address areas where risk has changed.
- Review current and cumulative expenditures in both dollars and hours.
- Identify cost and schedule variance.
- Review Action Items (AIs)

C.5 DELIVERABLES

- A001 Contract Monthly Progress Report
- A002 Sites Requirement Planning Basis
- A003 ECP and SCD Review Summaries
- A004 ISE Training & LSEA User Requirements Schedules
- A005 Production Application Delivery Summary
- A006 Trip Report
- A007 Presentation Material
- A008 In-Process Review (IPR) Brief
- A009 Technical Report-Study and Services
- A010 Software Application Test Procedures
- A011 Meeting minutes and Action Items
- A012 Configuration Management Plan
- A013 Government Furnished Equipment Report
- A014 Standard Operation Procedures
- A015 Accreditation Status Report
- A016 Equipment Audit Summary Report
- A017 Software Application Test Results Report

C.6 MANDATORY REQUIREMENTS

Offerors shall meet all mandatory requirements. In addition, mandatory requirements must be maintained throughout the life of this contract.

The mandatory requirements are as follows:

Requirement 1: Personnel Security Clearance: All personnel must possess and maintain an Interim SECRET or SECRET level clearance.

Requirement 2: Personnel filling positions to support C.4.3 must be designated as IT level-2 or IT level-1. Critical sensitive are required to have an SSBI/SSBI-PR every five (5) years and maintain their certification and active status as part of the Cyber Security Work Force (CSWF).

Requirement 3: Facility Security Clearance: The Contractor's facility must be cleared at the SECRET level for both unclassified information processing and storage.

C.7 FACILITY WORK SCHEDULE

The Contractor shall require onsite Contractor employees to maintain a work schedule between 0600 to 1800, Monday through Friday; with all full-time onsite Contractor employees present for core hours of 0900 to 1400.

C.8 GOVERNMENT FURNISHED MATERIALS

The Government will be responsible for providing the Contractor with all consumable materials required in technical performance of this order. No direct charge material purchases are authorized under this order.

C.9 GOVERNMENT SPACE

The Government will provide computing resources, office furniture, and office equipment, such as telephones, for the Contractor's use. Government workspace will be provided at Dahlgren, Virginia for two (2) Senior Systems Engineers, five (5) Senior Application Developers, one (1) Cost Analyst, four (4) Configuration Management Specialist, two (2) Senior Logistics Support Specialist, and two (2) Logistics Support Specialists on a Government site.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 19 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

Government workspace will be provided at Memphis, TN for one (1) Principle Logistics Support Specialist on a Government site. The Government will provide workspace to the Contractor at Task Order start up. Support under this contract shall be performed at Contractor facilities in Wallops Island, VA, and Washington, DC and Government facilities in Dahlgren, Virginia and Memphis, Tennessee or other UNICOR facilities. (CDRL A013)

In accordance with Section B clause HQ B-2-0020(d)(ii) of this order, the Contractor shall not be reimbursed for travel performed commuting to and from work. The Contractor shall require all Contractor employees to an eight (8) hour workday with attendance required between the core hours of 0900-1400. Alternate/additional hours may be required to support scheduled events that exceed normal working hours.

C.10 SECURITY

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

FACILITY SECURITY CLEARANCE LEVEL - The Contractor's primary facility must be cleared at the SECRET level and at the SECRET level for processing and storage/safeguarding.

PERSONNEL SECURITY CLEARANCE LEVELS -All individuals performing technical work under the contract are required to have, as a minimum, a SECRET Security clearance. Interim Secret clearances will be accepted.

C.4.3 PERSONNEL SECURITY CLEARANCE LEVELS - Personnel filling positions to support C.4.3 must be designated as IT level-2 or IT level-1. Critical sensitive are required to have an SSBI/SSBI-PR every five (5) years and maintain their certification and active status as part of the Cyber Security Work Force (CSWF).

Access to classified spaces and material, generation, and storage of classified material shall be in accordance with the attached DD Form 254 and not exceed two (2) cubic feet without coordinating with CSO to verify storage capacity at the facility. Access to Non-SCI intelligence is needed in order to utilize documents related to weapons systems. Access to NATO is required to obtain a SIPRnet account to obtain documents on intelligence. For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4.

Access to classified spaces and material and generation of classified material shall be in accordance with the NISPOM and the NSWCDD Command Security Manual.

C.10.2 Facility Access

Performance of this task order will require the Contractor to have access to NSWCDD facilities. The Contractor shall comply with such procedures as are established for each of the facilities.

C.10.3 Electronic Spillages (ES)

Electronic spillages are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) on to collateral, Secret onto Unclassified, etc.). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCDD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the Contractor's performance rating. In

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 20 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the Contractor.

NSWCDD Security will be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD254. NSWCDD Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. NSWCDD Security will notify the Contracts Division with the Contractor facility name and contract number, incident specifics and associated costs for cleanup. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

C.10.4 Portable Electronic Devices (PEDs)

Non-Government and/or personally owned portable electronic devices (PEDs) are prohibited in NSWCDD buildings that are specified Controlled Access Areas (CAA). The Contractor shall ensure that onsite personnel remain compliant with this PED policy. PEDs are defined as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDs include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPADS, digital picture frames, electronic book readers, Kindle, Nook, cameras, external hard disk drives, and floppy diskettes. PEDs belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Systems Security Manager (ISSM). Personally owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system infrastructure.

C.10.5 Information Security and Computer System Usage

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

C.10.6 Use of Information System (IS) Resources

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

(b) Contractor Use of NSWCDD IS Resources.

(1) In the event that the Contractor is required to have access to NSWCDD IS

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 21 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

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

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

(c) Connections Between NSWCDD and Contractor Facilities. If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the Contractor and ISs owned or operated by NSWCDD, such interconnection shall take place only after approval from the Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

C.10.7 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including-

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

C.10.8 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUNE 2004)

(a) The Contractor shall provide or use only information technology, as specified by the Government, that has been accredited to meet the appropriate information assurance requirements of-

(1) The National Security Agency National TEMPEST Standards (NACSEM No. 5100 or NACSEM No. 5100A, Compromising Emanations Laboratory Test Standard, Electromagnetics (U)); or

(2) Other standards specified by this contract, including the date through which the required accreditation is current or valid for the contract.

(b) Upon request of the Contracting Officer, the Contractor shall provide documentation supporting the accreditation.

(c) The Government may, as part of its inspection and acceptance, conduct additional tests to ensure that information technology delivered under this contract satisfies the information assurance standards specified. The Government may conduct additional tests-

(1) At the installation site or Contractor's facility; and

(2) Notwithstanding the existence of valid accreditations of information technology prior to the award of this contract.

(d) Unless otherwise provided in this contract under the Warranty of Supplies or Warranty of Systems and Equipment clause, the Contractor shall correct or replace accepted information technology found to be deficient within one (1)

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 22 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

year after proper installations.

(1) The correction or replacement shall be at no cost to the Government.

(2) Should a modification to the delivered information technology be made by the Contractor, the 1-year period applies to the modification upon its proper installation.

(3) This paragraph (d) applies regardless of F.O.B. point or the point of acceptance of the deficient information technology.

C.10.8 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-00001) (OCT 2015)

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

"Controlled technical information," "covered Contractor information system," and "covered defense information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-00001) (OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-00001) (OCT 2015) shall be implemented for all covered defense information on all covered Contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts" within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), the Offeror shall notify the Contracting Officer that they will implement the requirement within nine (9) months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(1) Why a particular security requirement is not applicable; or

(2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

C.10.9 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-00001) (OCT 2015)

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

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

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

"Contractor attributional/proprietary information" means information that identifies the Contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the Contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 23 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

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

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered Contractor information system" means an information system that is owned, or operated by or for, a Contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified information that—

- (i) Is—
 - (A) Provided to the Contractor by or on behalf of DoD in connection with the performance of the contract; or
 - (B) Collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of the contract; and
 - (ii) Falls in any of the following categories:
 - (A) *Controlled technical information.*
 - (B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).
 - (C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.
 - (D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies (e.g., privacy, proprietary business information).

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

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapid(ly) report(ing)" means within seventy-two (72) hours of discovery of any cyber incident.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 24 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

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

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered Contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall-

(1) Implement information systems security protections on all covered Contractor information systems including, at a minimum-

(i) For covered Contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government-

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered Contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause-

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts", which will be required not later than nine (9) months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-00001) (OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

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

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber-incident that affects a covered Contractor information system or the covered defense information residing therein, or that affects the Contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall-

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 25 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

analyzing covered Contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report*. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement*. In order to report cyber incidents in accordance with this clause, the Contractor or Subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software*. The Contractor or Subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection*. When a Contractor discovers a cyber-incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least ninety (90) days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis*. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of Contractor attributional/proprietary information*. The Government shall protect against the unauthorized use or release of information obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that includes Contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the Contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of Contractor attributional/proprietary information not created by or for DoD*. Information that is obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services Contractor ("recipient") that is directly

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 26 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of Contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require Subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the Prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the Prime Contractor (or next higher-tier Subcontractor) as soon as practicable.

C.11 POST AWARD MEETING

A Post-Award Meeting will be conducted within fifteen (15) working days after award of the task order. The meeting will be held at the NSWCCD. The Contractor will be given at least five (5) working-days' notice prior to the date of the meeting by the Contract Specialist. The requirement for a Post-Award Meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

A second post-award meeting may, if necessary, be held after receipt by the Government of the first invoice to assure that adequate documentation has been received to substantiate the validity of the first invoice submission, in accordance with Section G clause HQ G-2-0009 Supplemental Instructions Regarding Electronic Invoicing (NAVSEA) (Sept 2012). The Contractor will be given at least five (5) working-days' notice prior to the date of the meeting.

C.12 SKILLS AND TRAINING

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations.

Information assurance functions require certifications specified in DFARS 252.239-7001, INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION.

Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor. Any training required and available from only a Government source shall be approved in advance by the COR and Contracting Officer.

C.13 SUBCONTRACTORS/CONSULTANTS

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

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 27 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

- (1) Clearly present the business case for the addition of the Subcontractor/Consultant,
- (2) If applicable, the impact on subcontracting goals, and
- (3) Impact on providing support at the contracted value.

C.14 NON-DISCLOSURE AGREEMENTS (NDAs)

NDAs and Proprietary Information Agreements (PIA) may be utilized to allow for access to company sensitive and proprietary data. For tasks requiring NDAs and PIAs, the Contractor shall obtain agreements for all of their employees that are associated with the task requiring such an agreement. Contractor personnel may be required, from time to time, to sign non-disclosure statements/agreements as applicable to specific tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign NDAs and PIAs. The signed NDAs and PIAs shall be executed prior to accessing data or providing support for information to the COR for endorsement and retention. Copies of all executed NDAs and PIAs shall be provided to the COR.

This is a contract for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this contract, Contractor personnel shall perform as required by this contract, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this contract work shall require, among other things, the Contractor to access and use Government owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government owned data. The Contractor's use of and access to Government owned data shall neither constitute nor create any Contractor rights in or license to such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein. Rights in data constituting and contained in contract deliverables required by the Contract Data Requirements List shall be governed by the appropriate contract clauses.

C.15 DIGITAL DELIVERY OF DATA

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

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

(c) Digital delivery means (such as but not limited to Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms,

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 28 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

agreements, or other restrictions such as but not limited to "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Procuring Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this task order.

C.16 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this contact may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code. Section 552a and applicable agency rules and regulations. Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to privacy act data in support of this contract must sign a privacy act certification.

C.17 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

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

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

C.18 CONTRACTOR IDENTIFICATION

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

All Contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from another Contractor are present.

C.19 TERMINATION OF EMPLOYEES WITH BASE ACCESS

(a) The Contractor shall ensure that all employees who have a DoD badge and/or vehicle sticker turn in the badge and remove the vehicle sticker immediately upon termination of their employment under this order. The above requirement

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 29 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise Command Physical Security of all changes in their personnel requiring DoD base access.

(b) For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify Command Physical Security in advance of the date, time, and location where the Command representative may physically remove the employee's vehicle sticker and retrieve the DoD badge prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify Command Physical Security of the separation and make arrangements between the former employee and Command Physical Security for the return of the badge and removal of the sticker.

C.20 ON-SITE ENVIRONMENTAL AWARENESS

(a) The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense, Navy and National Aeronautics and Space Administration (NASA) Goddard Space Flight Center (GSFC) Wallops Flight Facility policies.

(b) The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within thirty (30) days of commencing contract performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.

(c) Contractors employees who coordinate incoming projects, construction activities, and upgrades to combat systems, the Contractor shall complete the National Environmental Policy Act (NEPA) training. The Contractor shall assure completion and submit for Government review and approval.

(d) Within thirty (30) days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement each employee has satisfied.

(d) Contractor copies of the records generated by the actions described above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

(e) The Contractor shall report any violation or potential violation of environmental laws or any situation which could lead to degradation of the working or natural environment immediately upon discovery to the Government.

C.21 ON-SITE SAFETY REQUIREMENTS

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

(b) The Contractor shall ensure that each Contractor employee reads the documents entitled, "Command Policy Statement on Occupational Safety and Health Policy Statement" and NAVSEA OSH Policy Statement within thirty (30) days of commencing performance at NSWCDD. These documents are available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety?Safety.html.

(c) The Contractor shall provide each Contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The Contractor shall document and provide, upon request, evidence of qualifications, certifications, and licenses.

(d) The Contractor shall provide each Contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

(e) Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision) [provided upon request]. Prior to bringing radioactive materials or machine sources on base, the Contractor must notify the Safety & Environmental Office.

(f) All hazardous materials (hazmat) procured for NSWCDD shall be procured

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 30 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

through the hazmat procurement process. Hazmat brought into NSWCDD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the Government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/

(g) Upon request the Contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a Contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional personal protective equipment (PPE) or training will be required.

(h) Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three (3) years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked one thousand (1,000) hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

(i) The Contractor shall report all work-related injuries/ illnesses that occurred while working at NSWCDD to the Safety Office.

(j) The Contractor shall ensure that all on-site Contractor work at NSWCDD is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at:

https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.22 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the Center for Surface Combat Systems via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are: (1) W, Lease/Rental of Equipment; (2) X, Lease/Rental of Facilities; (3) Y, Construction of Structures and Facilities; (4) S, Utilities ONLY; (5) V, Freight and Shipping ONLY. 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>

C.23 HQ-C-1-0001 ITEMS 7X99 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

C.24 HQ-C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, Computer software, or other sensitive data of another party who asserts that such data software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum,

(1) Access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and

(2) Safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 31 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to:

- (1) Indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted;
- (2) Not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer;
- (3) Not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement;
- (4) Not disclose the data or software venturer, affiliate, successor, or assign of the Contractor; and
- (5) Reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "Subcontractor" for "Contractor" where appropriate.

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

C.25 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

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

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

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five (25) calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 32 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

C.26 HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement -

(1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DICMAN- 80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 33 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) - An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MILHDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 34 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

C.27 HQ-C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

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

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

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

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

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 35 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

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

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

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

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

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

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

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

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

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

C.28 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a Subcontractor or as a Prime Contractor under this competitive procurement.

Notwithstanding the existence or non-existence of an OCI clause in the current contract, the Offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The Contractor shall provide notice within fourteen (14) days of receipt of any information that may indicate a potential OCI and provide the Government a plan for mitigating the identified OCI.

C.29 HQ-C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the Contractor

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 36 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

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

C.30 CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of NAVSEA instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to all applicable DoD and Navy Standards of Conduct, and Ethics rules and regulations.

The Contractor shall adhere to all work schedules and instructions with this Statement of Work. Any perceived conflict shall be directed to the COR and Contract Specialist.

The Contractor shall maintain an employee roster for all NSWCCD locations for use in the event of an emergency, drill and/or muster.

C.31 SHIPBOARD PROTOCOL

(a) This tasking involves platform engineering and fleet support onboard ships/vessels. As such, the Contractor shall assure that shipboard protocol is stringently followed. Specifically, visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to arrive at the designated ship/vessel.

(b) The Contractor shall obtain and maintain specialized training (i.e. nuclear awareness, safety, quality control, working aloft, working with high voltage and tag-outs, etc.) and certification.

(c) The Contractor personnel performing on board U.S. Navy Ships shall have at least a Secret Security Clearance. If not led by a Government representative the Contractor shall designate a team lead. The designated team lead shall, upon arrival, brief the Commanding Officer or designated representative as to the purpose of the visit and expected duration. The designated team lead shall, upon final departure, debrief the Commanding Officer or designated representative as to the success of the tasking and the restoration ship's equipment and spaces to operational readiness are to the Commanding Officers satisfaction.

(d) The Contractor shall ensure its assigned personnel adhere to these requirements and procedures when performing shipboard tasking:

- (1) Shall conform to the rules and regulations of the ship.
- (2) Shall conform to Ship Alarms, both actual or drill.
- (3) Shall observe Safety Tag Outs & shall use PPE, hardhats, safety shoes, goggles, safety harnesses, etc. provided by the Contractor for each individual Contractor assigned.
- (4) Shall have the capability to ascend and descend vertical ladders to and

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 37 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

from the highest points of the ship both pier side and while underway
(5) Shall have the capability to stand; walk; climb stairs; balance; stoop; kneel; crouch or crawl around and lift a maximum of fifty (50) pounds (single person) in the shipboard test environment.

96) Shall not bring hazardous materials (HAZMAT) aboard ship without prior approval from the ship's command.

(d) The Contractor shall be medically screened and comply with COMUFLTFORCOM/COMPACFLT INSTRUCTION 6320.3B dated 7 April 2014 regarding the medical and dental screening of all personnel that may embark aboard any U.S. Navy vessel.

C.32 TRAVEL REQUIREMENTS

The Contractor shall be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be requested of and authorized in advance by the COR in writing or by electronic email. All requests must show the appropriate order number, the number or people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs. The contractor shall prepare and deliver trip reports. (CDRL A006)

Representative locations include, but not limited to:

| DESTINATION | NUMBER OF TRIPS | DURATION PER TRIP | NUMBER OF PERSONS |
|--------------------|-----------------|-------------------|-------------------|
| Wallops Island, VA | 120 | 3 | 2 |
| Washington, DC | 250 | 2 | 2 |
| Moorestown, NJ | 120 | 3 | 2 |
| San Diego, CA | 120 | 3 | 2 |
| Dam Neck, VA | 50 | 3 | 2 |
| Yokuska, Japan | 5 | 5 | 2 |
| Pearl Harbor, HI | 10 | 5 | 2 |
| Norfolk, VA | 10 | 2 | 2 |
| Tampa, FL | 10 | 2 | 2 |
| Boston, MA | 10 | 2 | 2 |
| Bath, ME | 10 | 2 | 2 |
| Pascagoula, MS | 10 | 2 | 2 |
| Mayport, FL | 10 | 2 | 2 |
| Memphis, TN | 10 | 3 | 2 |
| Marion, IL | 10 | 3 | 2 |
| Phoenix, AZ | 10 | 3 | 2 |

C.33 ECRAFT STANDARD LANGUAGE

The below reporting in eCRAFT is not required at this time. The below reporting is included because it is anticipated that sometime during the period of performance of this order it will be required as indicated by a unilateral modification to this order.

(a) The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System.

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

(1) Access:

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 38 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

—
The Contractor shall submit their reports on the same day and for the same timeframe the Contractor submits an invoice in iRAPT. The amounts shall be same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 39 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

SECTION D PACKAGING AND MARKING

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 40 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

SECTION E INSPECTION AND ACCEPTANCE

E.1 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.

E.2 HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES

Item(s) 9000 - 9400 - Inspection and acceptance shall be made at destination by a representative of the Government.

E.3 HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Items 7000 - 7499 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

E.4 PERFORMANCE TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES - THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.4.1 The Contractor's performance in each of the task areas of Statement of Work will be continually monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the Contractor's CPARS evaluation, which is accomplished on an annual basis. The evaluation will be based on Contractor performance during the previous period. The primary Government official responsible for the QASP evaluation is the Contracting Officers Representative (COR) for the contract. Other Government individuals having information relevant to the quality of Contractor performance may assist the COR, as necessary.

E.4.2 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, formal In-Progress Reviews, and general contacts with the Contractor.

E.4.3 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

E.4.3.1 Quality of Product or Service - Addresses the extent to which the Contractor:

(a) Met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 41 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well-coordinated with all related managers and personnel, and presented in concise and understandable format);

(b) Employed methods and approaches to ensure fully successful performance;

(c) Consistently conveyed his intended approach clearly and completely to ensure that there were no surprises;

(d) Was proactive and demonstrated initiative;

(e) Remained flexible to internal or external changes;

(f) Was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and

(g) Services are provided in a professional unbiased manner.

E.4.3.2 Schedule - Addresses the extent to which the Contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his/her representative.

E.4.3.3 Cost Control - Addresses the Contractor's overall effectiveness in controlling both direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

E.4.3.4 Business Relations - Addresses the responsiveness of the Contractor's upper-level management to Government concerns and needs, the effectiveness of the Contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government on both technical and management issues.

E.4.3.5 Management of Key Personnel - Addresses the overall quality of the Contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the Contractor's efforts to retain or attract qualified personnel.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 42 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|--------|-----------------------|
| 7000 | 5/1/2016 - 4/30/2017 |
| 7001AA | 5/1/2016 - 4/30/2017 |
| 7001AB | 5/1/2016 - 4/30/2017 |
| 7001AC | 6/2/2016 - 4/30/2017 |
| 7001AD | 6/2/2016 - 4/30/2017 |
| 7001AE | 6/2/2016 - 4/30/2017 |
| 7001AF | 7/8/2016 - 4/30/2017 |
| 7001AG | 7/8/2016 - 4/30/2017 |
| 7001AH | 7/8/2016 - 4/30/2017 |
| 7001AJ | 7/8/2016 - 4/30/2017 |
| 7001AK | 7/8/2016 - 4/30/2017 |
| 7001AL | 7/8/2016 - 4/30/2017 |
| 7001AM | 7/8/2016 - 4/30/2017 |
| 7001AN | 7/8/2016 - 4/30/2017 |
| 7001AP | 7/8/2016 - 4/30/2017 |
| 7001AQ | 7/8/2016 - 4/30/2017 |
| 7001AR | 7/8/2016 - 4/30/2017 |
| 7001AS | 7/28/2016 - 4/30/2017 |
| 7001AT | 7/28/2016 - 4/30/2017 |
| 7001AU | 7/28/2016 - 4/30/2017 |
| 7001AV | 7/28/2016 - 4/30/2017 |
| 7001AW | 7/28/2016 - 4/30/2017 |
| 7001AX | 7/28/2016 - 4/30/2017 |
| 7001AY | 7/28/2016 - 4/30/2017 |
| 7001AZ | 7/28/2016 - 4/30/2017 |
| 7001BA | 7/28/2016 - 4/30/2017 |
| 7001BB | 7/28/2016 - 4/30/2017 |
| 7001BC | 8/19/2016 - 4/30/2017 |
| 7001BD | 8/19/2016 - 4/30/2017 |
| 7001BE | 8/19/2016 - 4/30/2017 |
| 7001BF | 8/19/2016 - 4/30/2017 |
| 7001BG | 8/19/2016 - 4/30/2017 |
| 7001BH | 8/19/2016 - 4/30/2017 |
| 7001BJ | 8/19/2016 - 4/30/2017 |
| 7001BK | 8/19/2016 - 4/30/2017 |
| 7001BL | 8/19/2016 - 4/30/2017 |
| 7001BM | 8/19/2016 - 4/30/2017 |
| 7001BN | 8/19/2016 - 4/30/2017 |
| 7001BP | 9/9/2016 - 4/30/2017 |
| 7001BQ | 9/9/2016 - 4/30/2017 |
| 7001BR | 9/9/2016 - 4/30/2017 |

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 43 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

| | |
|--------|------------------------|
| 7001BS | 9/9/2016 - 4/30/2017 |
| 7001BT | 9/9/2016 - 4/30/2017 |
| 7001BU | 9/9/2016 - 4/30/2017 |
| 7001BV | 9/9/2016 - 4/30/2017 |
| 7001BW | 9/9/2016 - 4/30/2017 |
| 7001BX | 9/9/2016 - 4/30/2017 |
| 7001BY | 9/21/2016 - 4/30/2017 |
| 7001BZ | 9/21/2016 - 4/30/2017 |
| 7001CA | 9/27/2016 - 4/30/2017 |
| 7001CB | 10/26/2016 - 4/30/2017 |
| 7001CC | 11/30/2016 - 4/30/2017 |
| 7001CD | 11/30/2016 - 4/30/2017 |
| 7001CE | 11/30/2016 - 4/30/2017 |
| 7001CF | 11/30/2016 - 4/30/2017 |
| 7001CG | 12/13/2016 - 4/30/2017 |
| 7001CH | 12/13/2016 - 4/30/2017 |
| 7001CJ | 12/23/2016 - 4/30/2017 |
| 7001CK | 2/3/2017 - 4/30/2017 |
| 7001CL | 2/3/2017 - 4/30/2017 |
| 7001CM | 2/3/2017 - 4/30/2017 |
| 7001CN | 2/3/2017 - 4/30/2017 |
| 7001CP | 2/3/2017 - 4/30/2017 |
| 7001CQ | 2/3/2017 - 4/30/2017 |
| 7001CT | 2/17/2017 - 4/30/2017 |
| 7001CU | 2/17/2017 - 4/30/2017 |
| 7001CV | 3/15/2017 - 4/30/2017 |
| 7001CW | 3/15/2017 - 4/30/2017 |
| 7100 | 5/1/2017 - 4/30/2018 |
| 7101AA | 5/1/2017 - 4/30/2018 |
| 7101AB | 5/1/2017 - 4/30/2018 |
| 7101AC | 5/1/2017 - 4/30/2018 |
| 7101AD | 5/1/2017 - 4/30/2018 |
| 7101AE | 5/1/2017 - 4/30/2018 |
| 7101AF | 5/1/2017 - 4/30/2018 |
| 7101AG | 5/1/2017 - 4/30/2018 |
| 7101AH | 5/1/2017 - 4/30/2018 |
| 7101AJ | 5/8/2017 - 4/30/2018 |
| 7101AK | 5/8/2017 - 4/30/2018 |
| 7101AL | 5/8/2017 - 4/30/2018 |
| 7101AM | 5/8/2017 - 4/30/2018 |
| 7101AN | 5/8/2017 - 4/30/2018 |
| 7101AP | 5/1/2017 - 4/30/2018 |
| 7101AQ | 5/8/2017 - 4/30/2018 |
| 7101AR | 5/8/2017 - 4/30/2018 |
| 7101AS | 5/8/2017 - 4/30/2018 |
| 7101AT | 5/8/2017 - 4/30/2018 |

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 44 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

| | |
|--------|-----------------------|
| 7101AU | 5/8/2017 - 4/30/2018 |
| 7101AV | 5/24/2017 - 4/30/2018 |
| 7101AW | 6/29/2017 - 4/30/2018 |
| 7101AX | 6/29/2017 - 4/30/2018 |
| 7101AY | 6/29/2017 - 4/30/2018 |
| 7101AZ | 6/29/2017 - 4/30/2018 |
| 7101BA | 6/29/2017 - 4/30/2018 |
| 7101BB | 6/29/2017 - 4/30/2018 |
| 7101BC | 6/29/2017 - 4/30/2018 |
| 7101BD | 7/13/2017 - 4/30/2018 |
| 7101BE | 7/13/2017 - 4/30/2018 |
| 7101BF | 7/13/2017 - 4/30/2018 |
| 7101BG | 7/13/2017 - 4/30/2018 |
| 7101BH | 8/30/2017 - 4/30/2018 |
| 7101BJ | 8/30/2017 - 4/30/2018 |
| 7101BK | 8/30/2017 - 4/30/2018 |
| 7101BL | 8/30/2017 - 4/30/2018 |
| 7101BM | 8/30/2017 - 4/30/2018 |
| 7101BN | 8/30/2017 - 4/30/2018 |
| 7101BP | 8/30/2017 - 4/30/2018 |
| 7101BQ | 8/30/2017 - 4/30/2018 |
| 7101BR | 8/30/2017 - 4/30/2018 |
| 7101BS | 9/8/2017 - 4/30/2018 |
| 7101BT | 9/8/2017 - 4/30/2018 |
| 7101BV | 9/8/2017 - 4/30/2018 |
| 7101BW | 9/8/2017 - 4/30/2018 |
| 7101BX | 9/8/2017 - 4/30/2018 |
| 7101BY | 9/8/2017 - 4/30/2018 |
| 7101BZ | 9/8/2017 - 4/30/2018 |
| 7101CA | 9/15/2017 - 4/30/2018 |
| 7101CB | 9/15/2017 - 4/30/2018 |
| 7101CC | 9/15/2017 - 4/30/2018 |
| 7101CD | 9/15/2017 - 4/30/2018 |
| 7101CE | 9/15/2017 - 4/30/2018 |
| 9000 | 5/1/2016 - 4/30/2017 |
| 9001AA | 5/1/2016 - 4/30/2017 |
| 9001AB | 8/19/2016 - 4/30/2017 |
| 9001AC | 9/9/2016 - 4/30/2017 |
| 9001CW | 3/15/2017 - 4/30/2017 |
| 9100 | 5/1/2017 - 4/30/2018 |
| 9101AA | 5/1/2017 - 4/30/2018 |
| 9101AB | 6/29/2017 - 4/30/2018 |
| 9101BT | 9/8/2017 - 4/30/2018 |
| 9101BY | 9/8/2017 - 4/30/2018 |
| 9101CB | 9/15/2017 - 4/30/2018 |
| 9101CD | 9/15/2017 - 4/30/2018 |

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 45 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

9101CE

9/15/2017 - 4/30/2018

CLIN - DELIVERIES OR PERFORMANCE

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

7000, 7099 5/1/2016 - 4/30/2017
7100, 7199 5/1/2017 - 4/30/2018
9000 5/1/2016 - 4/30/2017
9100 5/1/2017 - 4/30/2018

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

7200, 7299 5/1/2018 - 4/30/2019
7300, 7399 5/1/2019 - 4/30/2020
7400, 7499 5/1/2020 - 4/30/2021
9200 5/1/2018 - 4/30/2019
9300 5/1/2019 - 4/30/2020
9400 5/1/2020 - 4/30/2021

Services to be performed hereunder will be provided at Dahlgren Virginia, Wallops Island Virginia, Washington DC and Memphis Tennessee.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 46 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

SECTION G CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING DATA

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

G.2 SPECIAL INVOICE INSTRUCTIONS

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

G.3 PAYMENT INSTRUCTION

In accordance with (DFARS) PGI 204.7108 Payment Instructions, Line item specific: contracting officer specified ACRN order. If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction:

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

G.4 CONSENT TO SUBCONTRACT

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

The following Subcontractors/Consultants are approved on this Task Order:

J. L. Herren Associates, Enterprise Data Solutions, Incorporated (EDSi), Integrated Communications Systems, LLC (ICS), Integrated Engineering. Incorporated (IEI), and X-COM Systems..

G.5 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 47 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

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

G.6 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF- CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

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

Contract Specialist:

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

Contracting Officers Representative (COR):

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

Subject Matter Experts (SMEs):

A SME is the COR's subject matter expert for specific work areas as described in the QASP in Section E. SMEs may be identified at the Technical Instruction level.

G.7-252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 48 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

“Department of Defense Activity Address Code (DoDAAC)” is a six (6) position code that uniquely identifies a unit, activity, or organization.

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

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

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

Routing Data Table

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC | HQ0339 |
| Issue by DoDAAC | N00178 |
| Admin DoDAAC | S4801A |
| Inspect by DoDAAC | Not Applicable |
| Ship to Code | Not Applicable |
| Ship from Code | Not Applicable |
| Mark for Code | Not Applicable |
| Service Approver (DoDAAC) | N00178 |
| Service Acceptor (DoDAAC) | Not Applicable |
| Accept at Other (DoDAAC) | Not Applicable |
| LPO DoDAAC | Not Applicable |
| DCAA Auditor DoDAAC | HAA021 |
| Other DoDAAC(s) | Not Applicable |

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 49 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

**To be provided in the award document

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 email 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: NSWCCD WAWF mailbox address is DLGR_NSWC_WAWF_Admin@navy.mil.

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

G.8 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, 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.

G.9 8(a) TASK ORDER/ TASK ORDER MODIFICATION DISTRIBUTION

In accordance with the memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration (SBA), the successful Offeror shall provide their cognizant SBA district office with a copy of the executed Task order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

G.10 52.232-99, PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION 2012-00017) (AUGUST 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business Subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business Subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 50 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

Accounting Data

| SLINID | PR Number | Amount |
|--|--|--------|
| 7001AB | 130055122500001 | |
| LLA : | | |
| AA 1761804 | 8D3D 251 WS010 0 050120 2D 000000 A00003287048 | |
| Incremental Labor Funding (C.4.2.2) - (Award). | | |

BASE Funding
Cumulative Funding

MOD 01

| | | |
|--|--|--|
| 7001AC | 130057064100001 | |
| LLA : | | |
| AB 97X4930 | NH1E 251 77777 0 050120 2F 000000 A00003437685 | |
| MDA labor funding in support of WB1 ABMD - AEGIS Ashore - (Mod 1). | | |

| | | |
|--|--|--|
| 7001AD | 130057273000001 | |
| LLA : | | |
| AC 1761810 | 84TE 251 VUS00 0 050120 2D 000000 A00003455257 | |
| NAVSEA labor funding in support of IAMD, ASW, & CIAT - (Mod 1) | | |

| | | |
|--|--|--|
| 7001AE | 130057272800001 | |
| LLA : | | |
| AD 1761804 | 8M4K 251 VUS00 0 050120 2D 000000 A00003455197 | |
| NAVSEA labor funding in support of CIAT Shore Based Trainer - (Mod 1). | | |

MOD 01 Funding
Cumulative Funding

MOD 02

| | | |
|--|--|--|
| 7001AF | 130057990800001 | |
| LLA : | | |
| AG 1761810 | 84TE 251 VUS00 0 050120 2D 000000 A00003501274 | |
| NAVSEA labor funding in support of IAMD, CIC for AWS CIAT - (Mod 2). | | |

| | | |
|---|--|--|
| 7001AG | 130057707600001 | |
| LLA : | | |
| AH 97X4930 | NH1E 251 77777 0 050120 2F 000000 A00003483633 | |
| MDA labor funding in support of ABDM - (Mod 2). | | |

| | | |
|---|--|--|
| 7001AH | 130057942800001 | |
| LLA : | | |
| AJ 97X4930 | NH1E 251 77777 0 050120 2F 000000 A00003497930 | |
| NAVSEA labor funding in support of AEGIS - (Mod 2). | | |

| | | |
|---|--|--|
| 7001AJ | 130058031900001 | |
| LLA : | | |
| AK 1761804 | 8B5B 251 WS010 0 050120 2D 000000 A00003503303 | |
| NAVSEA labor funding in support of AEGIS - (Mod 2). | | |

| | | |
|--|--|--|
| 7001AK | 130057919700001 | |
| LLA : | | |
| AL 1761810 | A4UU 251 WS010 0 050120 2D 000000 A00003496479 | |
| NAVSEA labor funding in support of AEGIS - (Mod 2) | | |

| | | |
|--|--|--|
| 7001AL | 130057919500001 | |
| LLA : | | |
| AM 1761810 | A4UU 251 WS010 0 050120 2D 000000 A00003496477 | |
| NAVSEA labor funding in support of AEGIS - (Mod 2) | | |

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|-----------------------|----------------------------|----------|-------|
| N00178-14-D-7295 | N00178-14-D-7295-0007 | 23 | 51 of 87 | |

7001AM 130058032000001

LLA :

AN 1761804 8D3D 251 WS010 0 050120 2D 000000 A00003503305

NAVSEA labor funding in support of AEGIS Logistical and Administrative Support - (Mod 2)

7001AN 130058185400001

LLA :

AP 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003513950

NAVSEA labor funding in support of AEGIS Logistical and Administrative Support - (Mod 2)

7001AP 130057925300001

LLA :

AQ 1761804 8D3D 251 WS010 0 050120 2D 000000 A00003496669

NAVSEA labor funding in support of AEGIS Engineering, Integration, and Analysis - (Mod 2)

7001AQ 130058145700001

LLA :

AR 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003510934

NAVSEA labor funding in support of AEGIS - (Mod 2)

7001AR 130057936000001

LLA :

AS 1701811 1224 251 X3WMW 0 068342 2D 000000 20010900301B

NAVSEA labor funding in support of EA Enterprise Test Eng. SCN-DDG FED: 12/31/2017. WCD: 12/31/2017. Task Fund Doc #: N0002416RX20260-AA. SCN OWLD: 12/31/2017. No costs may be incurred after the OWLD. - (Mod 2).

MOD 02 Funding

Cumulative Funding

MOD 03

7001AS 130058243900001

LLA :

AT 1761804 8M4K 251 VUS00 0 050120 2D 000000 A00003518493

NAVSEA labor funding in support of AATT - (Mod 3).

7001AT 130058242600001

LLA :

AU 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003518045

NAVSEA labor funding in support of Administrative and Logistic Support - (Mod 3).

7001AU 130057942300001

LLA :

AV 1731611 1224 251 SH400 0 050120 2D 000000 A00003497809

NAVSEA labor funding in support of NGSC SCN DDG - SCN OWLD: 05/31/2021 - (Mod 3).

7001AV 130058073200001

LLA :

AW 1731611 1224 251 SH400 0 050120 2D 000000 A00003505565

NAVSEA labor funding in support of NGSC SCN DDG 120 SCN OWLD: 05/31/2021 - \$23,014 (Mod 3).

7001AW 130058530700001

LLA :

AX 1761804 8RZ3 251 VW140 0 050120 2D 000000 A00003539024

NAVSEA labor funding in support of WMSL - (Mod 3).

7001AX 130058530100001

LLA :

AY 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003538702

MDA labor funding in support of WB6 ABMD SBT - (Mod 3).

7001AY 130058370300001

LLA :

AZ 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003527010

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|-----------------------|----------------------------|----------|-------|
| N00178-14-D-7295 | N00178-14-D-7295-0007 | 23 | 52 of 87 | |

NAVSEA labor funding in support of AEGIS in-service baselines - (Mod 3).

7001AZ 130058348900001

LLA :

BA 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003526071

NAVSEA labor funding in support of Administrative and Logistic Support - (Mod 3).

7001BA 130058482200001

LLA :

BB 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003535089

MDA labor funding in support of WBV ABMD Weapon Systems - Mod 3).

7001BB 130058482400001

LLA :

BC 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003535173

MDA labor funding in support of ABMD - (Mod 3).

MOD 03 Funding

Cumulative Funding

MOD 04

7001BC 130057907800001

LLA :

BD 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003496239

NAVSEA labor funding in support of AEGIS WMSL and TAL - (Mod 4).

7001BD 130059092100001

LLA :

BE 1761319 A5XZ 251 WS100 0 050120 2D 000000 A00003573690

NAVSEA labor funding in support of SSDS - (Mod 4).

7001BE 130059058100001

LLA :

BF 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003572085

NAVSEA labor funding in support of ASC LSEA AWS ISEA for CG 47 and DDG 51 -
(Mod 4).

7001BF 130058989000001

LLA :

BG 1761319 A5XB 251 WS010 0 050120 2D 000000 A00003567979

NAVSEA labor funding in support of ACB16 - (Mod 4).

7001BG 130059000200001

LLA :

BH 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003568632

NAVSEA labor funding in support of ACS LSEA AWS ISEA CG 47 and DDG 51 - (Mod 4).

7001BH 130058802000001

LLA :

BJ 1761804 8D3D 251 WS010 0 050120 2D 000000 A00003556546

NAVSEA labor funding in support of AEGIS - (Mod 4).

7001BJ 130058768700001

LLA :

BK 97X4930 NH1E 233 77777 0 050120 2F 000000 A00003554327

NAVSEA labor funding in support of WA Enterprise Test Engineering - (Mod 4).

7001BK 130058860600001

LLA :

BL 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003560422

NAVSEA labor funding in support of CIAT - (Mod 4).

7001BL 130058243500001

LLA :

BM 1751611 C281 251 24VCS 0 050120 2D 000000 A00003517966

NAVSEA labor funding in support of LCS SCN OWLD: 09/30/2020 SCN Hull: LCS 22 -

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|-----------------------|----------------------------|----------|-------|
| N00178-14-D-7295 | N00178-14-D-7295-0007 | 23 | 53 of 87 | |

(Mod 4) .

7001BM 130058492500001
 LLA :
 BN 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003535933
 MDA labor funding in support of WBX ABMD - (Mod 4) .

7001BN 130059104800001
 LLA :
 BP 1731611 1224 251 SH400 0 050120 2D 000000 A00003574349
 NAVSEA labor funding in support of AEGIS NGSC for WA Enterprise Test Engineering
 SCN OWLD: 05/31/2021 SCN OWLD: 05/31/2021 - (Mod 4) .

9001AB 130058989000001
 LLA :
 BG 1761319 A5XB 251 WS010 0 050120 2D 000000 A00003567979
 NAVSEA ODC funding in support of AEGIS ACB16 - (mod 4) .

MOD 04 Funding
 Cumulative Funding

MOD 05

7001BP 130058927300001
 LLA :
 BQ 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003564015
 NAVSEA labor funding in support of Administrative and Logistic Support - (Mod 5) .

7001BQ 130058949200001
 LLA :
 BR 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003565546
 NAVSEA labor funding in support of Administrative and Logistic Support - (Mod 5) .

7001BR 130058185500001
 LLA :
 BS 1761319 A5XB 251 WS010 0 050120 2D 000000 A00003514142
 NAVSEA labor funding in support of AMDR Integration Cs Engineering Requirements and
 Architecture Analysis - (Mod 5) .

7001BS 130059306200001
 LLA :
 BT 1761804 8B5B 251 24VCS 0 050120 2D 000000 A00003586684
 NAVSEA labor funding in support of LCS in-service modernization and supportability
 requirements - (Mod 5) .

7001BT 130059198200001
 LLA :
 BU 1761319 A5XZ 251 WS100 0 050120 2D 000000 A00003579836
 NAVSEA labor funding in support of EASR Sites Planning Agent Support of SSDS MK2
 Future Combat Systems Support - (Mod 5) .

7001BU 130059695900001
 LLA :
 BV 97X4930 NH1E 233 77777 0 050120 2F 000000 A00003613762
 NAVSEA labor funding in support of LCS Engineering - (Mod 5) .

7001BV 130059701300001
 LLA :
 BW 97X4930 NH1E 233 77777 0 050120 2F 000000 A00003613961
 NAVSEA labor funding in support of LCS Engineering - (Mod 5) .

7001BW 130059306300001
 LLA :
 BX 1761804 8B5B 251 24VCS 0 050120 2D 000000 A00003586685
 NAVSEA labor funding in support of LCS in-service modernization and supportability
 requirements - (Mod 5) .

7001BX 130059363300001
 LLA :

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 54 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

BY 1761804 8RZ3 251 VW140 0 050120 2D 000000 A00003590004
NAVSEA labor funding in support of EMSL and Tactical Asset Line - (Mod 5).

9001AC 130058185500001

LLA :

BS 1761319 A5XB 251 WS010 0 050120 2D 000000 A00003514142

NAVSEA ODC funding in support of AMDR Integration Cs Engineering Requirements and Architecture Analysis - (Mod 5).

MOD 05 Funding
Cumulative Funding

MOD 06

7001BY 130059220500001

LLA :

BZ 1731611 1224 251 SH400 0 050120 2D 000000 A00003581247

NAVSEA labor funding in support of media requirements and engineering support for Next Generation Switch Control SCN OWLD: 10/31/2021 SCN Hull #: DDG 120 - (Mod 6).

7001BZ 130059878700001

LLA :

CA 1761810 A4UU 251 WS100 0 050120 2D 000000 A00003626301

NAVSEA labor funding in support engineering facilities services at Land-based test sites - (Mod 6).

MOD 06 Funding
Cumulative Funding

MOD 07

7001CA 130059126100001

LLA :

CB 1741810 84TS 251 VUS00 0 050120 2D 000000 A00003575441

NAVSEA labor funding in support CIAT trainer - (Mod 7).

MOD 07 Funding
Cumulative Funding

MOD 08

7001CB 130060345100001

LLA :

CC 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003667762

NAVSEA labor funding in support of WA2 Logistics Support - (Mod 8).

MOD 08 Funding
Cumulative Funding

MOD 09

7001CC 130060967700001

LLA :

CD 97X4930 NH1E 257 77777 0 050120 2F 000000 A00003725173

ABMD labor funding in support of EBV ABMD Weapon Systems - AW2 - (Mod 9).

7001CD 130060986900001

LLA :

CE 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003728303

NAVSEA labor funding in support of IBPES Infrastructure - (Mod 9)

7001CE 130061008000001

LLA :

CF 97X4930 NH1E 257 77777 0 050120 2F 000000 A00003727202

NAVSEA labor funding in support of WAL-0VA1 - (Mod 9)

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 55 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

7001CF 130060951400001
 LLA :
 CG 97X4930 NH1E 233 77777 0 050120 2F 000000 A00003721986
 NAVSEA labor funding in support of the Engineering phase of LCS - (Mod 9)

MOD 09 Funding
 Cumulative Funding

MOD 10

7001CG 130061284000001
 LLA :
 CH 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003748643
 NAVSEA labor funding in support of WA2 / Logistics Support - (Mod 10).

7001CH 130061139800001
 LLA :
 CJ 97X4930 NH1E 233 77777 0 050120 2F 000000 A00003738185
 NAVSEA labor funding in support of AEGIS integration and analysis - (Mod 10).

MOD 10 Funding
 Cumulative Funding

MOD 11

7001CJ 130061386000001
 LLA :
 CK 1761810 84TE 251 VUS00 0 050120 2D 000000 A00003757106
 NAVSEA labor funding in support of CIAT testing and production engineering - (Mod 11).

MOD 11 Funding
 Cumulative Funding

MOD 12

7001CK 130061543400001
 LLA :
 CL 97X4930 NH1E 257 77777 0 050120 2F 000000 A00003768159
 NAVSEA labor funding in support of LCS WA3 - (Mod 12).

7001CL 130061757300001
 LLA :
 CM 97X4930 NH1E 257 77777 0 050120 2F 000000 A00003787115
 MDA labor funding in support of WB1 ABMD AEGIS Ashore - (Mod 12).

7001CM 130061806000001
 LLA :
 CQ 97X4930 NH1E 257 77777 0 050120 2F 000000 A00003793356
 NAVSEA labor funding in support of WA1 Enterprise Test Engineering - (Mod 12).

7001CN 130061829400001
 LLA :
 CR 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003792784
 NAVSEA labor funding in support of SSDS MK2 Future Combat Systems - (Mod 12).

7001CP 130061909400001
 LLA :
 CS 1731611 1224 251 SH400 0 050120 2D 000000 A00003798740
 NAVSEA labor funding in support of AEGIS combat systems. SCN Hull: DDG 117. SCN OWLD: 09/30/19. No costs may be incurred after the OWLD date Breakdown: SPA/V41 & IWSL/V42 - (Mod 12).

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 56 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

7001CQ 130061881800001
 LLA :
 CT 1761810 A4UU 251 WS100 0 050120 2D 000000 A00003797594
 NAVSEA labor funding in support of SSDS - (Mod 12).

MOD 12 Funding
 Cumulative Funding

MOD 13

7001CT 130062479300001
 LLA :
 CU 97X4930 NH1E 257 77777 0 050120 2F 000000 A00003843274
 MDA labor funding in support of WBV ABMD Weapon Systems - AW - (Mod 13).

7001CU 130061934300001
 LLA :
 CV 1771319 A501 251 WS010 0 050120 2D 000000 A00003800795
 NAVSEA labor funding in support of CDS SRD - (Mod 13).

MOD 13 Funding
 Cumulative Funding

MOD 14

7001CV 130062492800001
 LLA :
 CW 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003845308
 NAVSEA labor funding in support of SYS Admin/help desk support for the CIAT trainer
 lab - (Mod 14).

7001CW 130062789600001
 LLA :
 CX 1731611 1224 251 SH400 0 050120 2D 000000 A00003873118
 NAVSEA labor funding in support of AEGIS combat systems Land Based Test and
 Training Sites (LBTTs), No costs may be incurred after the OWLD, SCN OWLD:
 09/30/2019, SCN Hull# : DDG 117 - (Mod 14).

MOD 14 Funding
 Cumulative Funding

MOD 15

7101AB 130061921400001
 LLA :
 CY 97X4930 NH1E 257 77777 0 050120 2F 000000 A00003799467
 NAVSEA incremental funding in support of WA Enterprise Test Engineering - (Mod
 15).

7101AC 130061823300001
 LLA :
 CZ 1771804 8D3D 251 WS010 0 050120 2D 000000 A00003792916
 NAVSEA incremental funding in support of Engineering and Combat System Integration
 and Analysis Support - (Mod 15).

7101AD 130062710200001
 LLA :
 DA 1721611 1224 251 SH400 0 050120 2D 000000 A00003865540
 NAVSEA incremental funding in support WA2 Logistics SCN OWLD: 04/30/2019 SCN Hull#:
 DDG 116 - (Mod 15).

7101AE 130063120200001
 LLA :
 DB 1731611 1224 251 SH400 0 050120 2D 000000 A00003898619
 NAVSEA incremental funding in support of SPA TSP 6778 - SCN OWLD: 09/30/2019, SCN
 Hull#: DDG 117, No costs may be incurred after the OWLD - (Mod 15).

7101AF 130063072400001
 LLA :

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|-----------------------|----------------------------|----------|-------|
| N00178-14-D-7295 | N00178-14-D-7295-0007 | 23 | 57 of 87 | |

DC 1771804 8C2C 251 WS100 0 050120 2D 000000 A00003895309
NAVSEA incremental funding in support of Operations and Maintenance of SSDS -
(Mod 15).

7101AG 130063327400001

LLA :

DD 1721611 1224 251 SH400 0 050120 2D 000000 A00003914799
NAVSEA incremental funding in support of AEGIS WA2 Logistics, SCN Hull: DDG 116,
SCN OWLD: 07/31/2019 No costs may be incurred after the OWLD - (Mod 15).

7101AH 130063391900001

LLA :

DE 1731611 1224 251 SH400 0 050120 2D 000000 A00003920564
NAVSEA Incremental funding in support of LBTTS activation planning and engineering
services for AEGIS, SCN Hull: DDG 117, OWLD: 09/30/2019, No costs may be incurred
after the OWLD - (Mod 15).

MOD 15 Funding
Cumulative Funding

MOD 16

7101AJ 130063840800001

LLA :

DF 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003956850
NAVSEA incremental funding in support of CIAT lab trainer - (Mod 16).

7101AK 130063759500001

LLA :

DG 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003950445
NAVSEA incremental funding in support of AEGIS modernization - (Mod 16).

7101AL 130063582300001

LLA :

DH 1771804 8B2B 251 WS010 0 050120 2D 000000 A00003936370
NAVSEA incremental funding in support of WA3 - (Mod 16).

7101AM 130063587000001

LLA :

DJ 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003938062
NAVSEA incremental funding in support of WA2 - (Mod 16).

7101AN 130063380400001

LLA :

DK 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003919128
NAVSEA incremental funding in support of AEGIS modernization - (Mod 16).

7101AP 130063582700001

LLA :

DL 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003936515
NAVSEA incremental funding in support of WA Enterprise Test Engineering - (Mod
16).

7101AQ 130064102800001

LLA :

DM 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003978551
MDA incremental funding in support of IWSL - (Mod 16).

7101AR 130063952500001

LLA :

DN 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003965692
NAVSEA incremental funding in support of LBTTS - (Mod 16).

7101AS 130063993700001

LLA :

DP 1761611 C281 251 24VCS 0 050120 2D 000000 A00003969979
NAVSEA incremental funding in support of LCS - SCN OWLD: 02/28/2022, SCN Hull: LCS
26 - No cost may be incurred after the OWLD - (Mod 16).

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|-----------------------|----------------------------|----------|-------|
| N00178-14-D-7295 | N00178-14-D-7295-0007 | 23 | 58 of 87 | |

7101AT 130064131000001
 LLA :
 DQ 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003982728
 NAVSEA incremental funding in support of SSAG SPA - (Mod 16).

7101AU 130064145500001
 LLA :
 DR 97X4930 NH1E 257 77777 0 050120 2F 000000 A00003982150
 NAVSEA incremental funding in support of WA Enterprise Test Engineering AEGIS -
 (Mod 16).

MOD 16 Funding
 Cumulative Funding

MOD 17

7101AV 130064145300001
 LLA :
 DS 1771804 8D3D 251 WS010 0 050120 2D 000000 A00003982145
 NAVSEA incremental funding in support of Life Cycle Engineering - (Mod
 17).

MOD 17 Funding
 Cumulative Funding

MOD 18 Funding
 Cumulative Funding

MOD 19

7101AW 130064657500001
 LLA :
 DT 1771810 A4UU 251 WS100 0 050120 2D 000000 A00004018265
 NAVSEA incremental funding in support of WA1 - (Mod 19).

7101AX 130064421900001
 LLA :
 DU 1761611 6218 251 CV312 0 050120 2D 000000 A00004003052
 NAVSEA incremental funding in support of WA1, SCN Hull: CVN 73, SCN OWLD:
 05/31/2022 - (Mod 19).

7101AY 130064850100001
 LLA :
 DV 1731611 1224 251 SH400 0 050120 2D 000000 A00004032791
 NAVSEA incremental funding in support of WA1, SCN Hull: DDG 118, SCN OWLD:
 02/28/2021 - (Mod 19).

7101AZ 130064946000001
 LLA :
 DW 9770400 2520 XCS D09PF Y 17AWC2 61 WFY171 871AB255HQ01 477582760400040603892 044411
 MDA incremental funding in support WA1. Funding Doc: HQ0147758276 - (Mod
 19).

7101BA 130064850400001
 LLA :
 DX 1771319 A5XB 251 WS010 0 050120 2D 000000 A00004033105
 NAVSEA incremental funding in support of WA1 - (Mod 19).

7101BB 130064639900001
 LLA :
 DY 1761810 84TE 251 VUS00 0 050120 2D 000000 A00004018038
 MDA incremental funding in support WA2- (Mod 19).

7101BC 130064718800001
 LLA :
 DZ 97X4930 NH1E 257 77777 0 050120 2F 000000 A00004023298
 NAVSEA incremental funding in support of WA3 - (Mod 19).

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|-----------------------|----------------------------|----------|-------|
| N00178-14-D-7295 | N00178-14-D-7295-0007 | 23 | 59 of 87 | |

9101AB 130064718800001
 LLA :
 DZ 97X4930 NH1E 257 77777 0 050120 2F 000000 A00004023298
 NAVSEA incremental funding in support of WA3 - (Mod 19).

MOD 19 Funding

Cumulative Funding

MOD 20

7101BD 130065000800001
 LLA :
 EA 1771804 8C2C 251 WS100 0 050120 2D 000000 A00004042962
 NAVSEA incremental funding in support of WA1 - (Mod 20).

7101BE 130065379400001
 LLA :
 EB 1771804 8M4K 251 00024 0 050120 2D 000000 A00004068051
 NAVSEA incremental funding in support of WA1 - (Mod 20).

7101BF 130065245100001
 LLA :
 EC 1771804 8D3D 251 WS010 0 050120 2D 000000 A00004058683
 NAVSEA incremental funding in support of WA1 - (Mod 20).

7101BG 130065426600001
 LLA :
 ED 1771804 8C2C 251 WS100 0 050120 2D 000000 A00004070156
 NAVSEA incremental funding in support of WA1 - (Mod 20).

MOD 20 Funding

Cumulative Funding

MOD 21

7101BH 130066151900001
 LLA :
 EE 1771804 8B5B 251 24VCS 0 050120 2D 000000 A00004114626
 NAVSEA incremental funding - in support of WA1 and in support of WA3 - (Mod 21).

7101BJ 130066132900001
 LLA :
 EG 1771804 8B2B 251 WS010 0 050120 2D 000000 A00004114281
 NAVSEA incremental funding in support of WA1 - (Mod 21).

7101BK 130065286500001
 LLA :
 EH 1761810 A4UU 251 WS010 0 050120 2D 000000 A00004061325
 NAVSEA incremental funding in support of WA1 - (Mod 21).

7101BL 130066132800001
 LLA :
 EJ 1771804 8D3D 251 WS010 0 050120 2D 000000 A00004114223
 NAVSEA incremental funding in support of WA1- & WA2- - (Mod 21).

7101BM 130066328300001
 LLA :
 EK 1771319 A5XB 251 WS010 0 050120 2D 000000 A00004126001
 NAVSEA incremental funding in support of WA1 - (Mod 21).

7101BN 130066337800001
 LLA :
 EL 97X4930 NH1E 257 77777 0 050120 2F 000000 A00004127325
 NAVSEA incremental funding in support of WA2 - (Mod 21).

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|-----------------------|----------------------------|----------|-------|
| N00178-14-D-7295 | N00178-14-D-7295-0007 | 23 | 60 of 87 | |

7101BP 130066427700001
 LLA :
 EM 1771804 8C2C 251 WS100 0 050120 2D 000000 A00004132908
 NAVSEA incremental funding in support of WA1- & WA2- - (Mod 21).

7101BQ 130065718900001
 LLA :
 EN 1771810 A4UU 251 WS100 0 050120 2D 000000 A00004087806
 NAVSEA incremental funding in support of WA2 - (Mod 21).

7101BR 130066623000001
 LLA :
 EP 1771804 8B2B 251 WS010 0 050120 2D 000000 A00004145489
 NAVSEA incremental funding in support of WA3 - (Mod 21).

MOD 21 Funding

Cumulative Funding

MOD 22

7101BS 130066381900001
 LLA :
 EQ 1751810 A4UU 251 WS010 0 050120 2D 000000 A00004130468
 NAVSEA labor funding in support of WA1 - (Mod 22).

7101BT 130066794900001
 LLA :
 ER 9750300 2520 PVS P73PF Y 15AB43 1A AFY151 771AB251HQ01 477593300100010320000 044411
 MDA incremental funding in support of WA1 Funding Doc: HQ0147759330-AA -
 (Mod 22).

7101BV 130066417700001
 LLA :
 ET 1771810 A4UU 251 WS010 0 050120 2D 000000 A00004131989
 NAVSEA incremental funding in support of WA1 - (Mod 22).

7101BW 130066852300001
 LLA :
 EU 97X4930 NH1E 257 77777 0 050120 2F 000000 A00004161135
 NAVSEA incremental funding in support of WA3 - (Mod 22).

7101BX 130066837100001
 LLA :
 EV 97X4930 NH1E 257 77777 0 050120 2F 000000 A00004160208
 NAVSEA incremental funding in support of WA1 - (Mod 22).

7101BY 130066695100001
 LLA :
 EW 1771319 A5XZ 251 WS100 0 050120 2D 000000 A00004149888
 NAVSEA incremental funding in support of WA1 - (Mod 22).

7101BZ 130066719000001
 LLA :
 EX 1761810 84TE 251 VUS00 0 050120 2D 000000 A00004152346
 NAVSEA incremental funding in support of WA1 - (Mod 22).

MOD 22 Funding

Cumulative Funding

MOD 23

7101CA 130066679100002
 LLA :
 EY 1771804 70BD 252 53824 S 060957 2D C002SW P00077NU000Q
 NAVSEA incremental funding in support of WA3 Funding Doc: RP000717RC002SW-AA -
 (Mod 23)

7101CB 130066462000001

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 61 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

LLA :
EZ 1771319 A5XB 251 WS010 0 050120 2D 000000 A00004135522
NAVSEA incremental funding in support of WA1 - (Mod 23).

7101CC 130065389200001
LLA :
FA 1771804 8C2C 251 WS100 0 050120 2D 000000 A00004068228
NAVSEA incremental funding in support of WA2 - (Mod 23)

7101CD 130066258500001
LLA :
FB 1751810 A4UU 251 WS010 0 050120 2D 000000 A00004122221
NAVSEA incremental funding in support of WA1 - (Mod 23)

7101CE 130066417600001
LLA :
FC 1771810 A4UU 251 WS010 0 050120 2D 000000 A00004131988
NAVSEA incremental funding in support of WA1 - (Mod 23).

MOD 23 Funding
Cumulative Funding

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 62 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Statement of Work (SOW), the Government desires Key Personnel with the appropriate experience and professional qualifications. Key Personnel qualification levels are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of key personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled 52.237-9106 - Substitution of Personnel. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

Education and professional qualifications include formal education degrees, honors, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the Contractor's qualifications and abilities to perform the order. For each Key Labor Category, formal education qualifications are cited, as appropriate to the requirements of the Labor Category, to establish professional credentials from which applied experience is founded. Additional degrees beyond those indicated for each category may be considered by the Government in lieu of experience depending on the field of study and the accreditation of the college/university. Alternatives to the formal education qualifications as stated in each labor category description will be considered by the Government. For experience, personnel with Fleet operational experience who are familiar with tactics, techniques, and procedures and operations are preferred.

Specialized experience is concurrent with the general experience requirements listed for each labor category.

H.2 KEY LABOR CATEGORY QUALIFICATIONS

H.2.1 LABOR CATEGORY QUALIFICATIONS (KEY)

Program Manager

Qualifications: The Program Manager shall have experience demonstrating a thorough understanding of the Aegis facilities mission, engineering and operations, as well as experience with management of a major technical information support contract (Navy preferred). The Program Manager shall have a minimum of ten (10) years of leadership experience and responsibility in DoD contract management. The Program Manager shall also have a basic understanding of Aegis tactical combat system and communications system design and experience in the coordination of facility and Aegis combat system element design, acquisition and logistics support, and change control. Finally, the Program Manager must have demonstrated leadership qualities, effective verbal and written communication skills, the ability to work independently, and thorough knowledge of the Navy's contractual processes.

Principle Systems Engineer I

Qualifications: The Principle Systems Engineer (SE) shall have ten (10) years of Aegis-related experience. The Aegis-related experience should be in the area of facility and system design, network design, acquisition and logistics support, or change control. The Principle SE shall have experience in

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 63 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

internal and external network facility networking, wiring diagrams/schematics and cable plant configuration management and control. The Principle SE shall have experience that demonstrates leadership qualities in order to direct a team of systems engineers. The Principle SE shall have experience as a liaison between the various Land Based Test and Training Sites and Program Office personnel. The Principle SE shall have experience with cable fiber distribution systems. The Principle SE shall have experience in AutoCAD and Microsoft VISIO, as well as Microsoft Office.

Senior Systems Engineer I

Qualifications: The Senior Systems Engineer (SE) shall have eight (8) years of Aegis-related experience. The Aegis-related experience should be in the area of facility and system design, network design, acquisition and logistics support, or change control. The Senior SE shall have experience in internal and external network facility networking, wiring diagrams/schematics and cable plant configuration management and control. The Senior SE shall have experience that demonstrates the ability to work independently. The Senior SE shall have experience in directing junior personnel in work similar to that required by the contract. The Senior SE shall have experience with cable fiber distribution systems. The Senior SE shall have experience in AutoCAD and Microsoft VISIO, as well as Microsoft Office.

Senior Application Developer I

Qualifications: The Senior Application Developer shall have eight (8) years of experience [of which up to four (4) years may or may not be from formal education], which includes computer programming using Oracle Forms, PL/SQL, ASP, Linux shell scripting, HTML, Java, and other third generation languages hosted on UNIX and Windows systems. The Senior Application Developer must have experience developing Oracle databases. Additional experience shall include all phases of computer program development including: requirements definition, requirements analysis specification, design, and development, coding, testing, maintaining and documenting computer programs. Beneficial qualifications include demonstrated knowledge using web development software, including Eclipse, NetBeans, and report writers such as Oracle Reports, Crystal Reports, and Jasper Reports. The Senior Application Developer shall possess working knowledge of networks and secure file transfer protocols. The Senior Application Developer shall have experience that demonstrates leadership qualities in order to direct a team of developers and manage a software development project through the software lifecycle engineering process. The Senior Application Developer must be able to become part of the Cyber Security Work Force (CSWF) that includes a CompTIA Security+ certification, Operating System class, and the ability to obtain a SSBI.

Configuration Management Specialist I

Qualifications: The Configuration Management Specialist I (CMS I) shall have four (4) years of experience [of which four (4) years may or may not be from formal education] that includes Configuration or Data Management, and Data Quality Assurance, and Quality Control, or Inventory Management. The CMS I should have experience in the supervision of junior personnel in the definition, maintenance, and/or operation of the All Sites Module (ASM) and, the ACCESS databases, and other CM related tools. The CMS must have experience that demonstrates the ability to work independently to complete a significant body of work. The CMS I shall have experience using Microsoft Office's product suite. The CMS I must demonstrate effective verbal skills to communicate with managers, developers, and peers. The CMS I must have experience writing procedures and preparing systems engineering lifecycle support documentation. The CMS shall have familiarity with standards and best practices for the Configuration Management (CM) discipline.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 64 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

Principle Logistics Support Specialist

Qualifications: The Principle Logistics Support Specialist shall have ten (10) years of experience [of which four (4) years may or may not be from formal education] in the technical disciplines of CM and logistics. The Principle Logistics Support Specialist shall demonstrate experience with the documentation of data fields in the required Navy systems during the material lifecycle of request, receipt, delivery and disposition. The Principle Logistics Support Specialist shall have a working knowledge of Operating Materials and Supplies (OM&S) guidance. The Principle Logistics Support Specialist shall have an understanding of material moves to support Defense Reutilization & Marketing Office (DRMO). The Principle Logistics Support Specialist shall support the lab equipment builds staging and ARC pre-delivery harvesting, inspection, and validation of equipment and parts. The Principle Logistics Support Specialist shall understand the Navy's Product Data Reporting and Evaluation Program (PDREP) guidance that supports Navy management of the supply chain. The Principle Logistics Support Specialist shall demonstrate effective verbal and written communication skills and leadership qualities to manage a team of Logistics Support Specialists. The Principle Logistics Support Specialist personnel shall demonstrate proficiency as a forklift operator and are required to maintain forklift operator training and retain their copy of their certification and fulfill the training requirements administered by a qualified trainer as required by OSHA and ANSI for the equipment.

Senior Logistics Support Specialist I

Qualifications: The Senior Logistics Support Specialist shall have six (6) years of experience [of which four (4) years may or may not be from formal education] in the technical disciplines of data management and logistics. The Senior Logistics Support Specialist shall demonstrate experience with the documentation of data fields in the required Navy systems during the material lifecycle of request, receipt, delivery and disposition. The Principle Logistics Support Specialist shall have a working knowledge of OM&S guidance. The Senior Logistics Support Specialist shall have an understanding of material moves to support DRMO. The Senior Logistics Support Specialist shall support the lab equipment builds staging and ARC pre-delivery harvesting, inspection, and validation of equipment and parts. The Senior Logistics Support Specialist shall understand the Navy's PDREP guidance that supports Navy management of the supply chain. The Senior Logistics Support Specialist shall demonstrate effective verbal and written communication skills and leadership qualities to manage junior Logistics Support Specialists. The Senior Logistics Support Specialist personnel shall demonstrate proficiency as a forklift operator and are required to maintain forklift operator training and retain their copy of their certification and fulfill the training requirements administered by a qualified trainer as required by OSHA and ANSI for the equipment.

H.3 NON-KEY PERSONNEL MINIMUM QUALIFICATIONS

The Contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided below by labor category.

Prior to charging Non-Key Personnel under the contract, the Contractor shall provide a written notification stating the individual's name, order labor category, employer, and certifying that the individual meets the qualifications of the labor category as specified under the order. Personnel qualification certifications for additional and/or replacement personnel should be submitted via e-mail. E-mail submissions shall be made to the Contracting Officer's Representative.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 65 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

Principle Systems Engineer II

Qualifications: The Principle Systems Engineer (SE) shall have nine (9) years of Aegis-related experience. The Aegis-related experience should be in the area of facility and system design, network design, acquisition and logistics support, or change control. The Principle SE shall have experience in internal and external network facility networking, wiring diagrams/schematics and cable plant configuration management and control. The Principle SE shall have experience that demonstrates leadership qualities in order to direct a team of systems engineers. The Principle SE shall have experience as a liaison between the various Land Based Test and Training Sites and Program Office personnel. The Principle SE shall have experience with cable fiber distribution systems. The Principle SE shall have experience in AutoCAD and Microsoft VISIO, as well as Microsoft Office.

Senior Systems Engineer II

Qualifications: The Senior Systems Engineer (SE) shall have seven (7) years of Aegis-related experience. The Aegis-related experience should be in the area of facility and system design, network design, acquisition and logistics support, or change control. The Senior SE shall have experience in internal and external network facility networking, wiring diagrams/schematics and cable plant configuration management and control. The Senior SE shall have experience that demonstrates the ability to work independently. The Senior SE shall have experience in directing junior personnel in work similar to that required by the contract. The Senior SE shall have experience with cable fiber distribution systems. The Senior SE shall have experience in AutoCAD and Microsoft VISIO, as well as Microsoft Office.

Systems Engineer

Qualifications: The Systems Engineer (SE) shall have four (4) years of Aegis-related experience. The Aegis-related experience should be in the area of facility and system design, network design, acquisition and logistics support, or change control. The SE shall have experience in internal and external network facility networking, wiring diagrams/schematics and cable plant configuration management and control. The SE shall have experience that demonstrates the ability to work independently. The SE shall have experience with cable fiber distribution systems. The SE shall have experience in AutoCAD and Microsoft VISIO, as well as Microsoft Office.

Senior Application Developer II

Qualifications: The Senior Application Developer shall have seven (7) years of experience [of which four (4) years may or may not be from formal education], which includes computer programming using Oracle Forms, PL/SQL, ASP, Linux shell scripting, HTML, Java, and other third generation languages hosted on UNIX and Windows systems. The Senior Application Developer must have experience developing Oracle databases. Additional experience shall include all phases of computer program development including: requirements definition, requirements analysis specification, design, and development, coding, testing, maintaining and documenting computer programs. Beneficial qualifications include demonstrated knowledge using web development software, including Eclipse, NetBeans, and report writers such as Oracle Reports, Crystal Reports, and Jasper Reports. The Senior Application Developer shall possess working knowledge of networks and secure file transfer protocols. The Senior Application Developer shall have experience that demonstrates leadership qualities in order to direct a team of developers and manage a software development project through the software lifecycle engineering process. The Senior Application Developer must be able to become part of the

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 66 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

Cyber Security Work Force (CSWF) that includes a CompTIA Security+ certification, Operating System class, and the ability to obtain a SSBI.

Application Developer

Qualifications: The Senior Application Developer shall have four (4) years of experience [of which four (4) years may or may not be from formal education], which includes computer programming using Oracle Forms, PL/SQL, ASP, Linux shell scripting, HTML, Java, and other third generation languages hosted on UNIX and Windows systems. The Application Developer must have experience developing Oracle databases. Additional experience shall include all phases of computer program development including: requirements definition, requirements analysis specification, design, and development, coding, testing, maintaining and documenting computer programs. Beneficial qualifications include demonstrated knowledge using web development software, including Eclipse, NetBeans, and report writers such as Oracle Reports, Crystal Reports, and Jasper Reports. The Application Developer shall possess working knowledge of networks and secure file transfer protocols. The Application Developer shall have experience that demonstrates and understanding of the software lifecycle engineering process. The Senior Application Developer must be able to become part of the Cyber Security Work Force (CSWF) that includes a CompTIA Security+ certification, Operating System class, and the ability to obtain a SSBI.

Database Administrator

Qualifications: The Database Administrator (DBA) shall have four (4) years of experience installing, configuring, and upgrading Oracle software. The Database Administrator shall have experience with database design, establishing and maintaining backup and recovery policies and procedures, database tuning and performance monitoring, implementing and maintaining database security, and patch management and version control. The DBA must demonstrate effective communication skills to interface with management, development teams, vendors and systems administrators. The Senior Application Developer must be able to become part of the Cyber Security Work Force (CSWF) that includes a CompTIA Security+ certification, Operating System class, and the ability to obtain a SSBI.

Information Assurance Specialist

Qualifications: The Information Assurance (IA) Specialist shall have four (4) years of experience supporting the security requirements' implementation and maintenance of a DoD Information System (IS). The IA Specialist shall demonstrate a working knowledge of IA policies and procedures to develop, implement, and maintain a secure system. The IA Specialist shall use federal and organization-specific published documents and databases to manage operations and ensure IA security and privacy requirements of the DoD system(s). The IA Specialist shall have experience with data retention and recovery procedures. The IA Specialist shall have experience in the modification of the computer environment IA security program plans and requirements. The IA Specialist shall have an understanding of the recognition and response of security violations. The IA Specialist shall demonstrate knowledge of integrating IA requirements into the Continuity of Operations Plan (COOP) for the system or DoD Component. The IA Specialist shall demonstrate effective verbal and written communication skills to enable participation in the Certification and Accreditation process and collect and maintain data needed to meet system IA reporting requirements.

Senior Cost Analyst

Qualifications: The Senior Cost Analyst shall have eight (8) years of experience [of which four (4) years may or may not be from formal education]

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 67 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

performing analytical and evaluative work requiring a comprehensive knowledge of the financial and management organization, operations, and processes; pertinent statutory or regulatory provisions; and related basic economic, accounting, and legal principles. The Senior Cost Analyst must have experience with Microsoft Office Excel and other office products. The Senior Cost Analyst must demonstrate effective verbal and written skills to communicate with senior managers and write reports. The Senior Cost Analyst must display leadership qualifications to supervise other financial analysts.

Cost Analyst

Qualifications: The Cost Analyst shall have four (4) years of experience [of which four (4) years may or may not be from formal education] performing analytical and evaluative work requiring a working knowledge of the financial and management organization, operations, and processes; pertinent statutory or regulatory provisions; and related basic economic, accounting, and legal principles. The Cost Analyst must have experience with Microsoft Office Excel and other office products. The Cost Analyst must demonstrate effective verbal and written skills to communicate with managers and write reports.

Configuration Management Specialist II

Qualifications: The CM Specialist must have three (3) years of experience [of which three (3) years may or may not be from formal education] in Configuration and Data Management, Data Quality Assurance and Quality Control, or Inventory Management. The CMS should have experience in the definition, maintenance, and/or operation of the All Sites Module (ASM), the ACCESS databases, and other CM related tools. The CMS must have experience that demonstrates the ability to work independently to complete a significant body of work. The CMS shall have experience using Microsoft Office's product suite. The CMS must demonstrate effective verbal skills to communicate with managers, developers, and peers. The CMS must have experience writing procedures and preparing systems engineering lifecycle support documentation. The CMS shall have familiarity with standards and best practices for the Configuration Management (CM) discipline.

Senior Logistics Support Specialist II

Qualifications: The Senior Logistics Support Specialist shall have five (5) years of experience [of which three (3) years may or may not be from formal education] in the technical disciplines of data management and logistics. The Senior Logistics Support Specialist shall demonstrate experience with the documentation of data fields in the required Navy systems during the material lifecycle of request, receipt, delivery and disposition. The Principle Logistics Support Specialist shall have a working knowledge of OM&S guidance. The Senior Logistics Support Specialist shall have an understanding of material moves to support DRMO. The Senior Logistics Support Specialist shall support the lab equipment builds staging and ARC pre-delivery harvesting, inspection, and validation of equipment and parts. The Senior Logistics Support Specialist shall understand the Navy's PDREP guidance that supports Navy management of the supply chain. The Senior Logistics Support Specialist shall demonstrate effective verbal and written communication skills and leadership qualities to manage junior Logistics Support Specialists. The Senior Logistics Support Specialist personnel shall demonstrate proficiency as a forklift operator and are required to maintain forklift operator training and retain their copy of their certification and fulfill the training requirements administered by a qualified trainer as required by OSHA and ANSI for the equipment.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 68 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

Logistics Support Specialist

Qualifications: The Logistics Support Specialist shall have two (2) years of experience [of which two (2) years may or may not be from formal education] in the technical disciplines of data management and logistics. The Logistics Support Specialist shall demonstrate experience with the documentation of data fields in a corporate database. The Logistics Support Specialist shall demonstrate effective verbal and written communication skills.

Audio and Video Technician

Qualifications: The Audio and Video Technician shall have two (2) years of experience [of which two (2) years may or may not be from formal education] setting up and operating audio and video equipment. The Audio and Video Technician also connect wires and cables and set up and operate related electronic equipment. Audio and Video Technician works with microphones, speakers, video screens, projectors, video monitors, and other related equipment. They perform preventive maintenance on audio video systems and related equipment. Provide training on controls, interfaces and use of A/V and VTC equipment and must have experience with programming audio video software. Audio Video technicians Conducts site surveys to establish VTC and A/V equipment requirements.

H.4 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.

H.5 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and COR. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual begins charging to the Task Order.

(b) Resumes shall be submitted in the format required. However, in order to expedite contract administration, Contractor format providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) If the employee is not a current employee of the Contractor (or a Subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 69 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

H.6 RESUME FORMAT AND CONTENT REQUIREMENTS

In order to facilitate evaluation, all resumes shall contain the following minimum information:

- Complete Name
- Task Order Labor Category
- Percentage of time to be allocated to this effort
- Current level of security clearance level per JPAS (identify if interim or final)
- Current work location and planned work location upon award of this Task Order. If the individual is key on another contract with a period of performance that will overlap this requirement, note plans to satisfy both contracts if the Offeror is selected for award.
- Chronological Work History/Experience Show experience and date(s) as follows:
 - (a) Employer: Dates (month/year); Title(s) held
 - (b) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.
 - (c) Phrases such as "assisted with", "participated in", or "supported" are UNACCEPTABLE except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will NOT be considered in the resume evaluation process.
 - (d) Resume information is encouraged to be presented in bullet format.
 - (e) Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced can be viewed as a lack of understanding of the Government's overall technical requirements.
 - (f) All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles /responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.
 - (g) Gaps in experience shall be avoided.
 - (h) The cut-off date for any experience claimed shall be the closing date of the solicitation.
 - (i) PROFESSIONAL DEVELOPMENT - Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that are directly relevant and impact the Offeror's ability to perform under the Task Order. For education and training, the following format is preferred:
 - Academic: Degree(s); Date(s); Institution; Major/Minor
 - Non-Academic: Course title, date(s), approximate length
 - Professional licenses and certifications. Note the date obtained for each, as well as the date when each license/certification requires renewal.
 - (j) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement:
 CERTIFICATION:
 "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Task Order **N00024-14-D-7295-0007** by _____ GeoNorth and intend to make myself available to work under any resultant contract to the extent proposed."

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 70 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

Employee Signature and Date

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered.

If the employee is not a current employee of the Offeror (or a proposed Subcontractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date.

H.7 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

H.8 NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder might be subject to written technical instructions issued via Task Order modification after the instruction has been signed by the Contracting Officer, COR and Contractor. As used herein, technical instructions are defined to include the following:

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

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

(b) Technical instructions must be within the general scope of work stated in the order. Technical instructions may not be used to:

(1) assign additional work under the order;

(2) direct a change as defined in the "CHANGES" clause of the basic contract;

(3) increase or decrease the estimated order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the order.

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

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

NOTE: Following approval of a Technical Instruction (TI) by the Contracting Officer and Acknowledgement of Receipt by the Contractor, the TI will be

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 71 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

incorporated into the task order by administrative modification.

H.9 Dd1-H10 FUNDING PROFILE

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

| CLIN | TOTAL ECPFF | Funds This Action | Previous Funding | TOTAL Funded Amount | Balance UNFUNDED | Funded Labor Hours |
|----------------------|-------------|-------------------|------------------|---------------------|------------------|--------------------|
| Base Year | | | | | | |
| 7001 | \$ | \$ | \$ | \$ | \$ | |
| 9001 | \$ | \$ | \$ | \$ | \$ | |
| Total Base | \$ | \$ | \$ | \$ | \$ | |
| Option Year 1 | | | | | | |
| 7101 | \$ | \$ | \$ | \$ | \$ | |
| 9101 | \$ | \$ | \$ | \$ | \$ | |
| Total OY1 | \$ | \$ | \$ | \$ | \$ | |
| Option Year 2 | | | | | | |
| 7201 | \$ | \$ | \$ | \$ | \$ | |
| 9201 | \$ | \$ | \$ | \$ | \$ | |
| Total OY2 | \$ | \$ | \$ | \$ | \$ | - |
| Option Year 3 | | | | | | |
| 7301 | \$ | \$ | \$ | \$ | \$ | |
| 9301 | \$ | \$ | \$ | \$ | \$ | |
| Total OY3 | \$ | \$ | \$ | \$ | \$ | |
| Option Year 4 | | | | | | |
| 7401 | \$ | \$ | \$ | \$ | \$ | |
| 9401 | \$ | \$ | \$ | \$ | \$ | |
| Total OY4 | \$ | \$ | \$ | \$ | \$ | |
| Total | \$ | \$ | \$ | \$ | \$ | |

H.10 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

| CLIN | Allotted to Cost | Allotted to Fee | Total | Estimated Period Funded |
|----------------------|------------------|-----------------|-----------|-------------------------|
| Base Year | | | | |
| 7001 | \$ | \$ | \$ | 4/30/2017 |
| 9001 | \$ | \$ | \$ | |
| Total Base | \$ | \$ | \$ | |
| Option Year 1 | | | | |

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 72 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

| | | | | | |
|----------------------|-----------|-----------|-----------|----------|--|
| 7101 | \$ | \$ | \$ | 2/1/2018 | |
| 9101 | \$ | \$ | \$ | | |
| Total OY1 | \$ | \$ | \$ | | |
| Option Year 2 | | | | | |
| 7201 | \$ | \$ | \$ | | |
| 9201 | \$ | \$ | \$ | | |
| Total OY2 | \$ | \$ | \$ | | |
| Option Year 3 | | | | | |
| 7301 | \$ | \$ | \$ | | |
| 9301 | \$ | \$ | \$ | | |
| Total OY3 | \$ | \$ | \$ | | |
| Option Year 4 | | | | | |
| 7401 | \$ | \$ | \$ | | |
| 9401 | \$ | \$ | \$ | | |
| Total OY4 | \$ | \$ | \$ | | |
| Total | \$ | \$ | \$ | | |

(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.

H.11 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be man-hours of direct labor, including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.

| CLIN | Total Labor Hours | Compensated | Uncompensated |
|--------------|-------------------|-------------|---------------|
| 7001 | | | 0 |
| 7101 | | | 0 |
| 7200 | | | 0 |
| 7300 | | | 0 |
| 7400 | | | 0 |
| Total | | | - |

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of forty (40) hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 73 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five (5) 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 forty-five (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;
- (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within forty-five (45) days after completion of the work under the contract, the Contractor shall submit, in addition, in the case

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 74 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

of a cost underrun; and

(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 ten percent (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 is prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

H.12 LABOR TRIPWIRE JUSTIFICATIONS

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

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

(c) Currently, the tripwire level is a fully burdened labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (Prime, Subcontractor, or Consultant) is proposed to work under the contract. The Contractor will be advised of any changes to this tripwire level that occur during performance. All Fully Burdened Labor Rates of \$156/hour or greater shall require the COR and the PCO's review and written approval.

H. 13 5252.245-9108 Government-Furnished Property (Performance) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

| ASSET ID | MACHINE NAME | CLIN | Yearly cost/ replacement cost | 5 Year cost |
|------------|--------------|-------------------------|-------------------------------------|----------------|
| 5100401607 | WLDLGR015311 | 1072AA(Standard Laptop) | | |

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 75 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

| | | | | |
|------------|--------------|-------------------------|--|--|
| 5100474069 | WLDLGR016125 | 1072AA(Standard Laptop) | | |
| 5100401584 | DLDLGR015012 | 1072AA(Standard Laptop) | | |
| | | Total | | |

H.14 SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order.
Annual Labor Escalation: to include Subcontractors

The Government also strongly encourages the Prime Contractor to eliminate "double pass-thru" costs by:

- (1) avoiding second tier Subcontractors/Consultants during performance and
- (2) where this situation is unavoidable, limiting Subcontractor pass-thru costs to the lower of
 - (i) the Prime Contractor's pass-thru rate under this order or,
 - (ii) the Subcontractor's SeaPort-e pass-thru rate where the Subcontractor is also a Prime Contractor under SeaPort-e.

H.15 eCRAFT LABOR CATEGORY CROSSWALK

The Contractor shall utilize the below Labor Categories as part of the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) report submittal in accordance with C.33. This table identifies the Task Order Labor Category, as well as, the corresponding eCRAFT Labor Category for reporting purposes.

| Task Order Labor Category | eCRAFT Labor Category |
|--|---|
| Program Manager | MANAGER, PROGRAM/PROJECT I ----- MANP1 |
| Principal Systems Engineer I | ENGINEER, SYSTEMS IV ----- ESY4 |
| Senior Systems Engineer I | ENGINEER, SYSTEMS I ----- ESY1 |
| Senior Applications Developer I | COMPUTER PROGRAMMER I ----- 14071 |
| Configuration Management Specialist I | SPECIALIST, CONFIGURATION MGMT I ----- SCM1 |
| Principal Logistics Support Specialist | LOGISTICIAN III ----- LGT3 |
| Senior Logistics Support Specialist I | LOGISTICIAN II ----- LGT2 |
| Principal Systems Engineer II | ENGINEER, SYSTEMS III ----- ESY3 |
| Senior Systems Engineer II | ENGINEER, SYSTEMS II ----- ESY2 |
| Systems Engineer | ENGINEER, SYSTEMS I ----- ESY1 |
| Senior Applications Developer II | COMPUTER PROGRAMMER II ----- 14072 |
| Application Developer | COMPUTER PROGRAMMER I ----- 14071 |
| Database Administrator | ANALYST, COMPUTER SYSTEMS I ----- 14101 |
| Information Assurance Specialist | Information Technology (IT) Specialist III ---SIT3 |
| Senior Cost Analyst | ANALYST, FINANCIAL SYSTEMS III ----- ANFS |
| Cost Analyst | ANALYST, FINANCIAL SYSTEMS II ----- ANFS |
| Configuration Management Specialist II | SPECIALIST, CONFIGURATION MGMT II ----- SCM2 |

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 76 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

| | |
|---|----------------------------------|
| Senior Logistics Support Specialist II | LOGISTICIAN II ----- LGT2 |
| Logistics Support Specialist | LOGISTICIAN I ----- LGT1 |
| Audio And Video Technician | ENGINEER, ACOUSTICAL I ----- EA1 |

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 77 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE:

| | |
|--------------|--|
| 52.203-16 | PREVENTING PERSONAL CONFLICTS ON INTEREST (DEC 2011) |
| 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM NUMBER (APR 2008) |
| 52.204-9 | PERSON IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| 52.204-12 | DATA UNIVERSAL NUMBERING SYSTEM MAINTENANCE (DEC 2012) |
| 52.215-9 | CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) |
| 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OF PRICING DATA-MODIFICATION (OCT 2010) |
| 52.223.18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) |
| 52.244-1 | PRIVACY ACT NOTIFICATION (APR 1984) |
| 52.224-2 | PRIVACY ACT (APR 1984) |
| 252.204-7000 | DISCLOSURE OF INFORMATION (AUG 2013) |
| 252.225-7028 | EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENT (APRIL 2003) |

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

Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUNE 2007), Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

I.2 CLAUSES INCORPORATED BY FULL TEXT:

I.2.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

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

| ITEM(S) | LATEST OPTION EXERCISE DATE |
|----------------|--|
| 7100/7150/9100 | No later than 12 months after the Task Order Award date. |
| 7200/7250/9200 | No later than 24 months after the Task Order Award date. |
| 7300/7350/9300 | No later than 36 months after the Task Order Award date. |
| 7400/7450/9400 | No later than 48 months after the 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 (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

I.2.2 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-9, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27, NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-2 MACs and as further determined in accordance with Special Contract

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 78 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

Requirement H-19 of the basic contract.

I.2.3 252.225-7027 RESTRICTIONS ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to---

- (1) A bona fide employee of the Contractor; or
 - (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.
- (b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of _____, contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

I.2.4 52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUNE 2003)

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

(b) General

- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered non responsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.

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

I.2.5 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applied only to—

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

- (1) Services (except construction). At least fifty (50%) percent of the cost of contract performance incurred for

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 79 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least fifty (50%) percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least fifteen (15%) percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade Contractors. The concern will perform at least twenty-five (25%) percent of the cost of the contract, not including the cost of materials, with its own employees.

I.2.6 52.219-17 -- SECTION 8(a) AWARD (Dec 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Naval Surface Warfare Center Dahlgren Division (NSWCDD) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the Subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the Subcontractor by the contracting activity.

(4) To notify the Naval Surface Warfare Center Dahlgren Division (NSWCDD) Contracting Officer immediately upon notification by the Subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the Subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The Offeror/Subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The Offeror/Subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier Subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NSWC Dahlgren Division.

I.2.7 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 80 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

subcontract performance to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The GeoNorth will notify the Naval Surface Warfare Center Dahlgren Division Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(3) The Offeror's approved business plan is on the file and serviced by SBA Anchorage, AK.

I.2.8 52.243-7 NOTIFICATION OF CHANGES (Apr 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

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

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 81 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

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

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

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

I.2.9 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)

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

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified information that—

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 82 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

(1) Is—

- (i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

- (i) Controlled technical information.
- (ii) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).
- (iii) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.
- (iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

(b) *Restrictions*. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber-incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

- (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause 252.204-7012, and shall not be used for any other purpose.
- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.
- (5) A breach of these obligations or restrictions may subject the Contractor to—
 - (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
 - (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts*. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 83 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

alteration, except to identify the parties.

I.2.10 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

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

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

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

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 84 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

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

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 85 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber-incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber-incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 86 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) *Subcontracts*. The Contractor shall—
- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and
- (2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the Prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the Prime Contractor (or next higher-tier subcontractor) as soon as practicable.

| | | | | |
|----------------------------------|---|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-14-D-7295 | DELIVERY ORDER NO. N00178-14-D-7295-0007 | AMENDMENT/MODIFICATION NO. 23 | PAGE 87 of 87 | FINAL |
|----------------------------------|---|----------------------------------|------------------|-------|

SECTION J LIST OF ATTACHMENTS

Exhibit.1.CDRLs

Attachment.J.1.DD254

Attachment J.2 COR Appointment Letter - Elmore