

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 45	3. EFFECTIVE DATE 07-Feb-2018	4. REQUISITION/PURCHASE REQ. NO. 1300694842	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, CRANE DIVISION [REDACTED] [REDACTED] [REDACTED]	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA PHILADELPHIA [REDACTED] [REDACTED] [REDACTED]	CODE	S3915A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) McKean Defense Group, LLC 1 Crescent Drive, Suite 400 Philadelphia PA 19112-1015		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4078-FC04
		10B. DATED (SEE ITEM 13) 22-Nov-2013
CAGE CODE OPT02	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.
<input type="checkbox"/>	
[X]	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

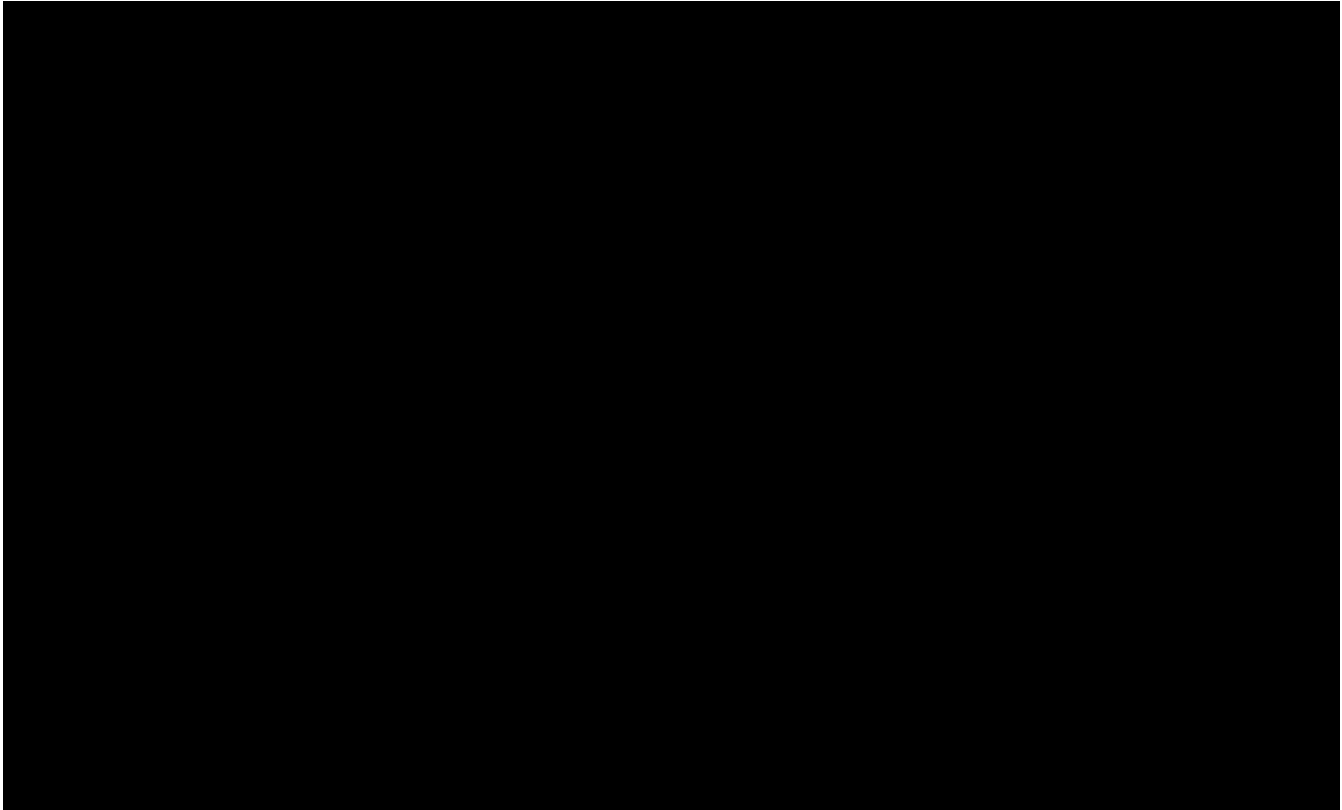
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY [REDACTED] (Signature of Contracting Officer)	06-Feb-2018

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## GENERAL INFORMATION

The purpose of this modification is to provide incremental funding. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:



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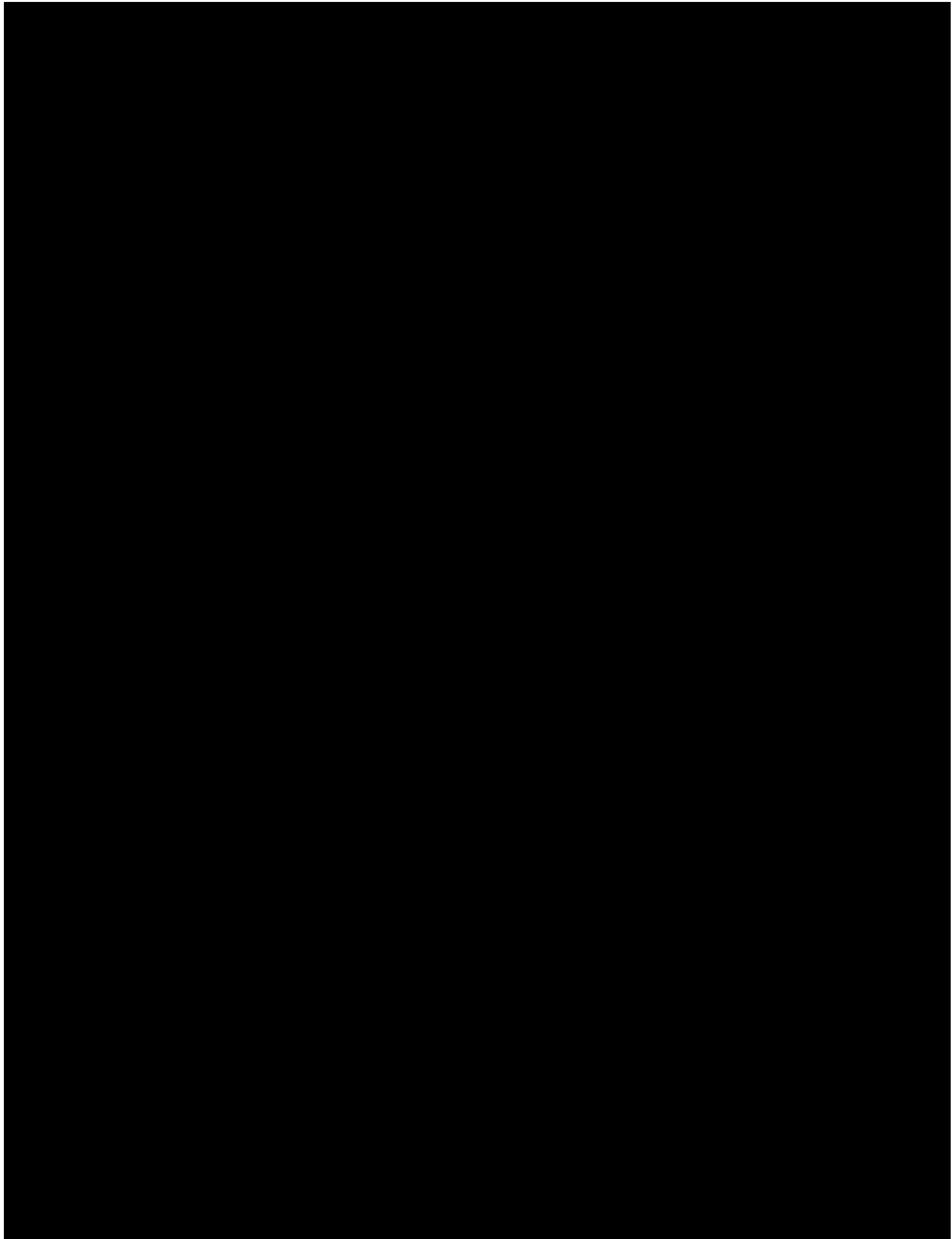
## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

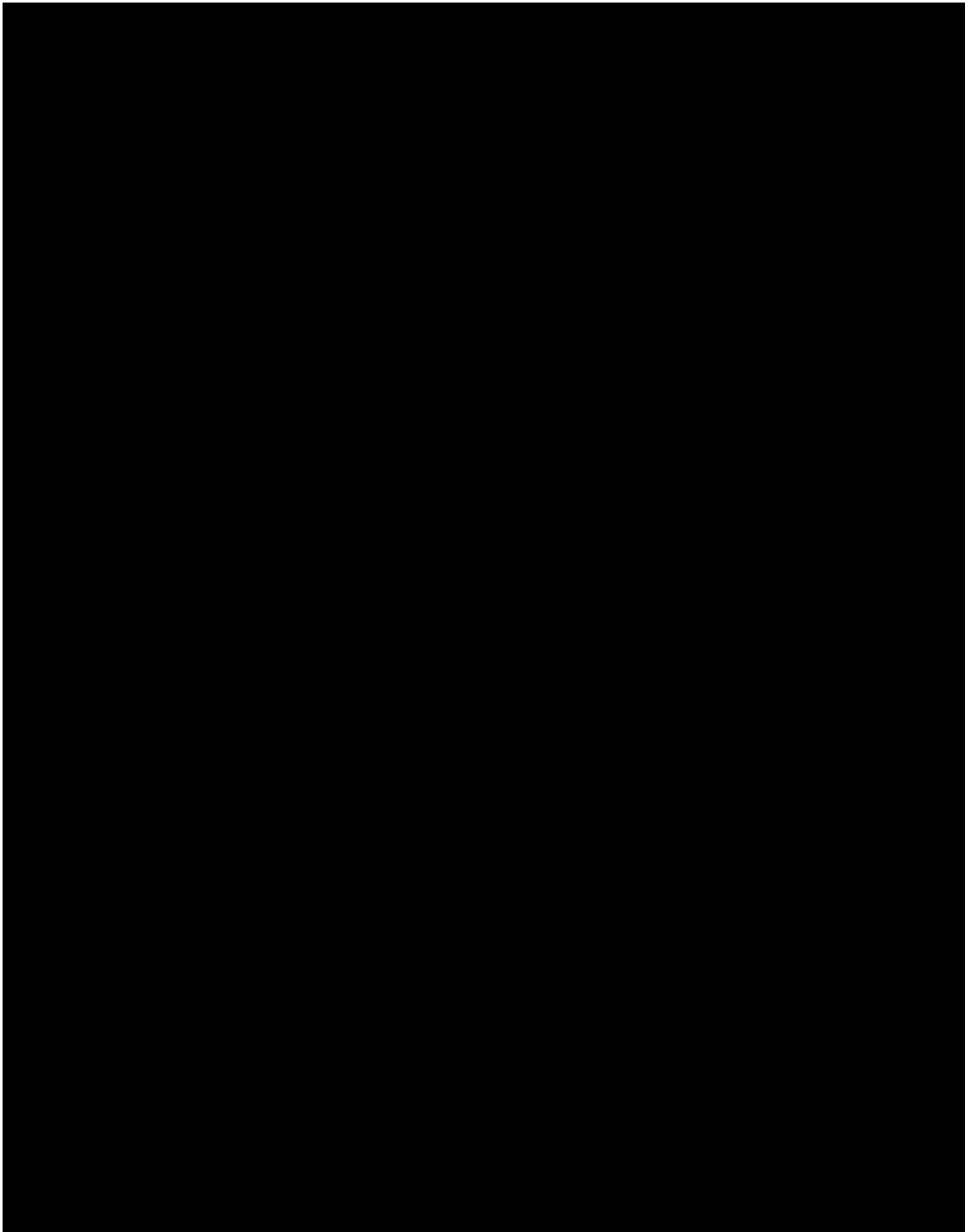
For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	Engineering and technical services for support of the Fielding Services Branch in the area of classroom training. Base Year 1 Labor (Fund Type - TBD)					
400001	R425	Funding in support of TI 02, NSW. (MDA)					
400002	R425	Funding in support of TI 03, USASOC. (Fund Type - OTHER)					
400003	R425	Funding in support of TI 05, NECC. (O&MN,N)					
400004	R425	Funding in support of TI 03, USASOC. (Fund Type - OTHER)					
400005	R425	Funding in support of TI 05, NECC. (O&MN,N)					
400006	R425	Funding in support of TI 01, GBOSS. (Fund Type - OTHER)					
400007	R425	Funding in support of TI 04, NAVSEA. (WPN)					
400008	R425	Funding in support of TI 03, USASOC. (MDA)					
400009	R425	Funding in support of TI 02, NSW. (WPN)					
400010	R425	Funding in support of TI 02, NSW. (O&MN,N)					
400011	R425	Funding in support of TI 02, NSW. (O&MN,N)					
400012	R425	Funding in support of TI 05, NECC. (O&MN,N)					
400013	R425	Funding in support of TI 05, NECC. (O&MN,N)					
400014	R425	Funding in support of TI 05, NECC. (O&MN,N)					
400015	R425	Funding in support of TI 02, NSW. (Fund Type - OTHER)					
400016	R425	Funding in support of TI 02, NSW. (Fund Type - OTHER)					
400017	R425	Funding in support of TI 02, NSW. (Fund Type - OTHER)					

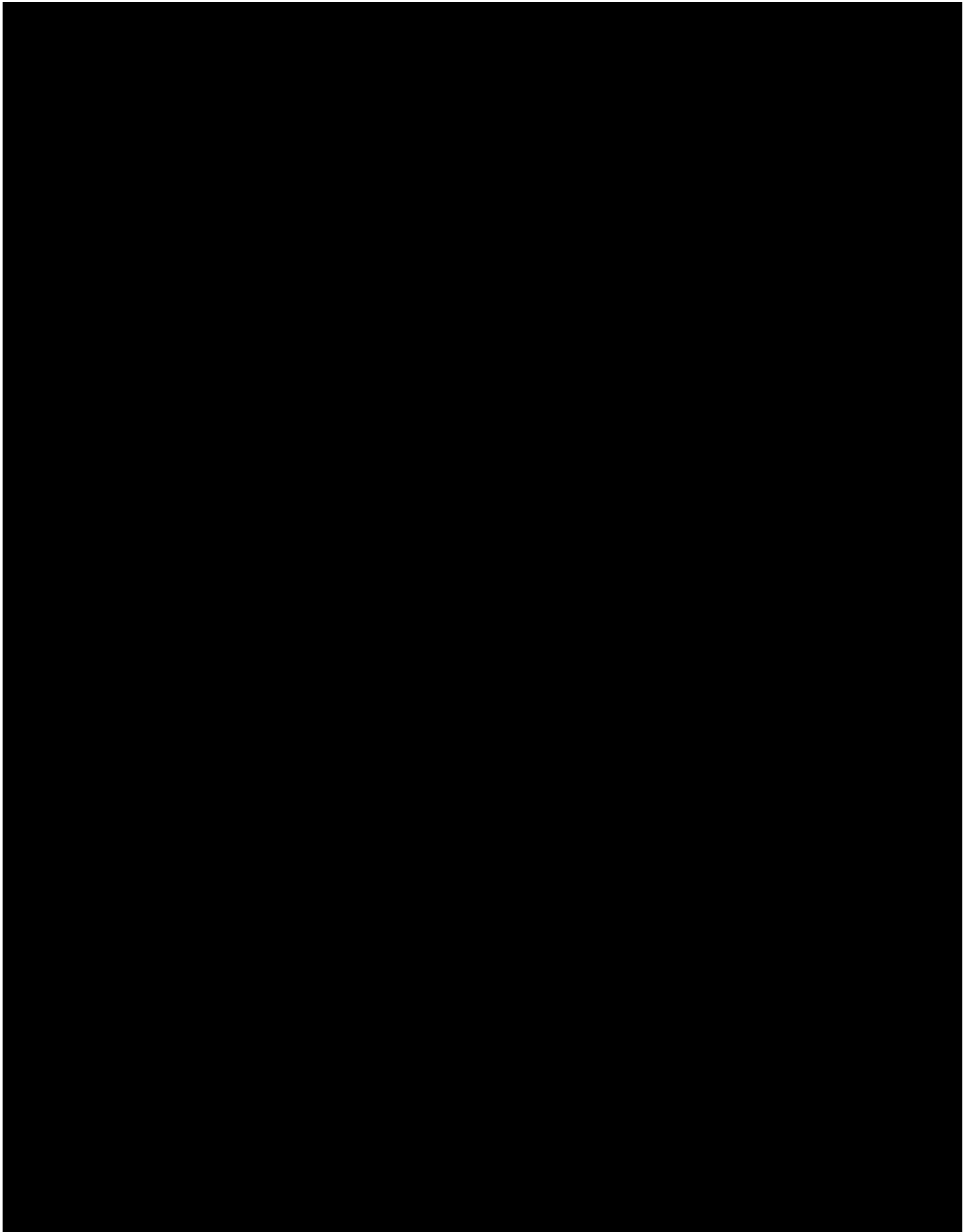
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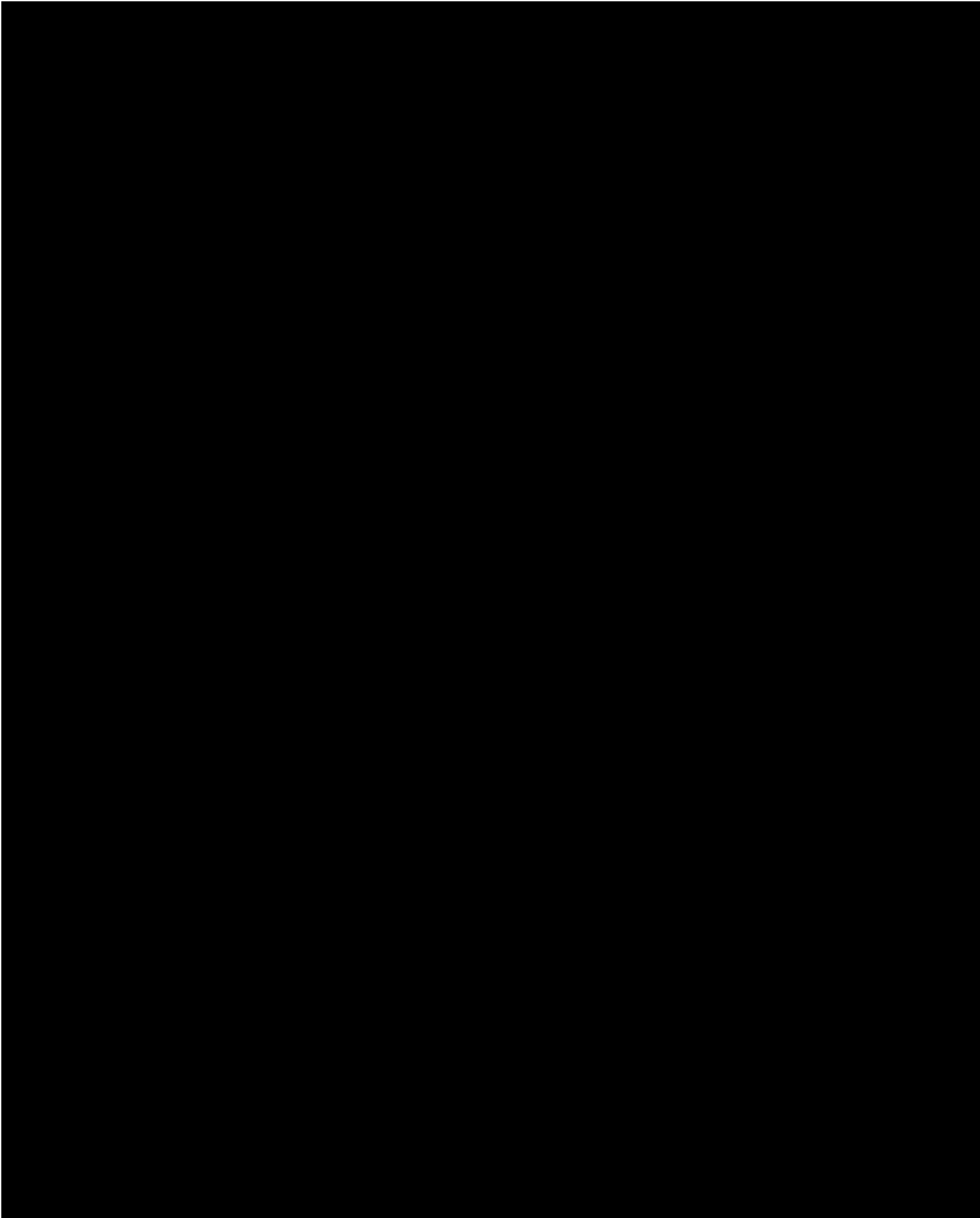
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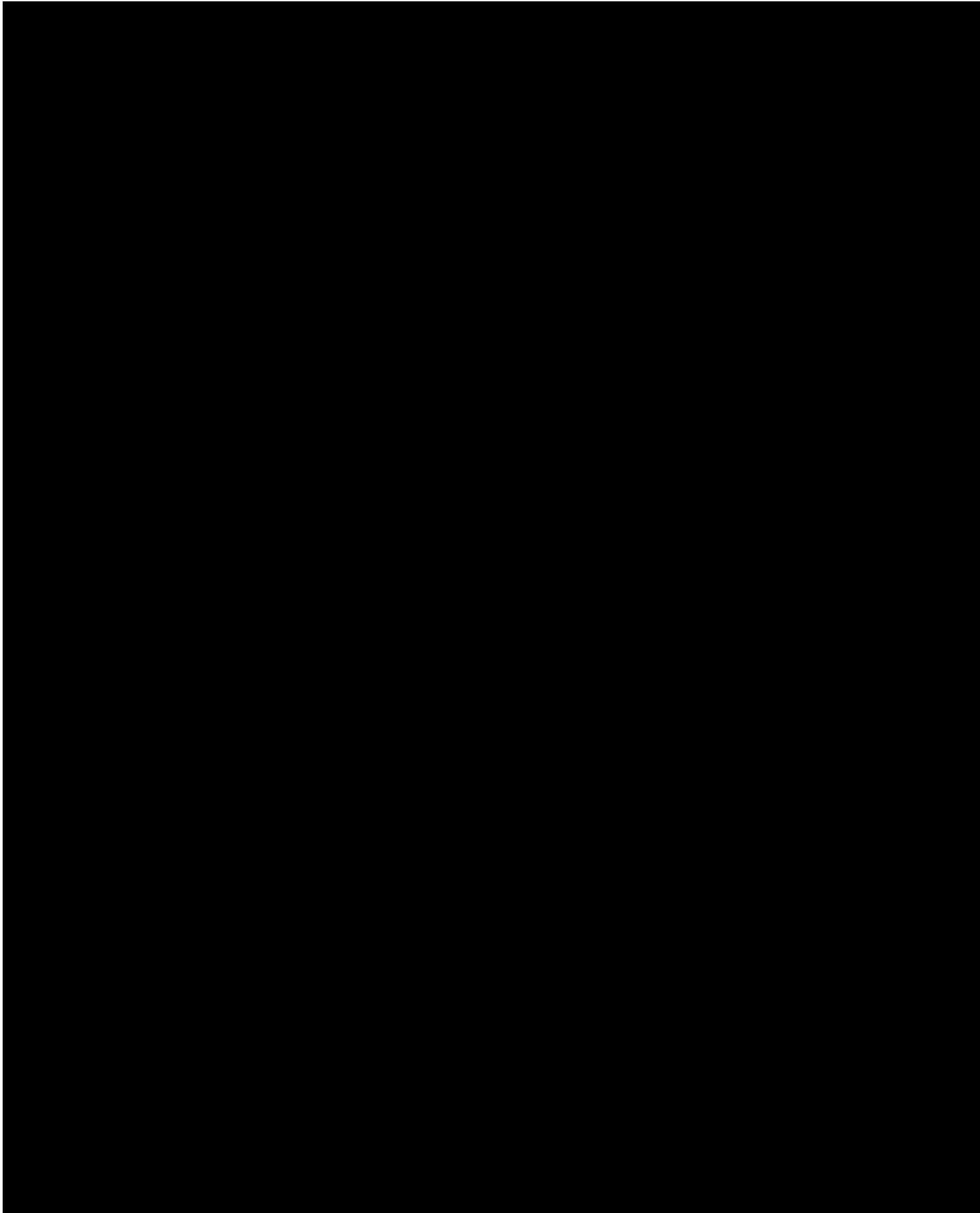
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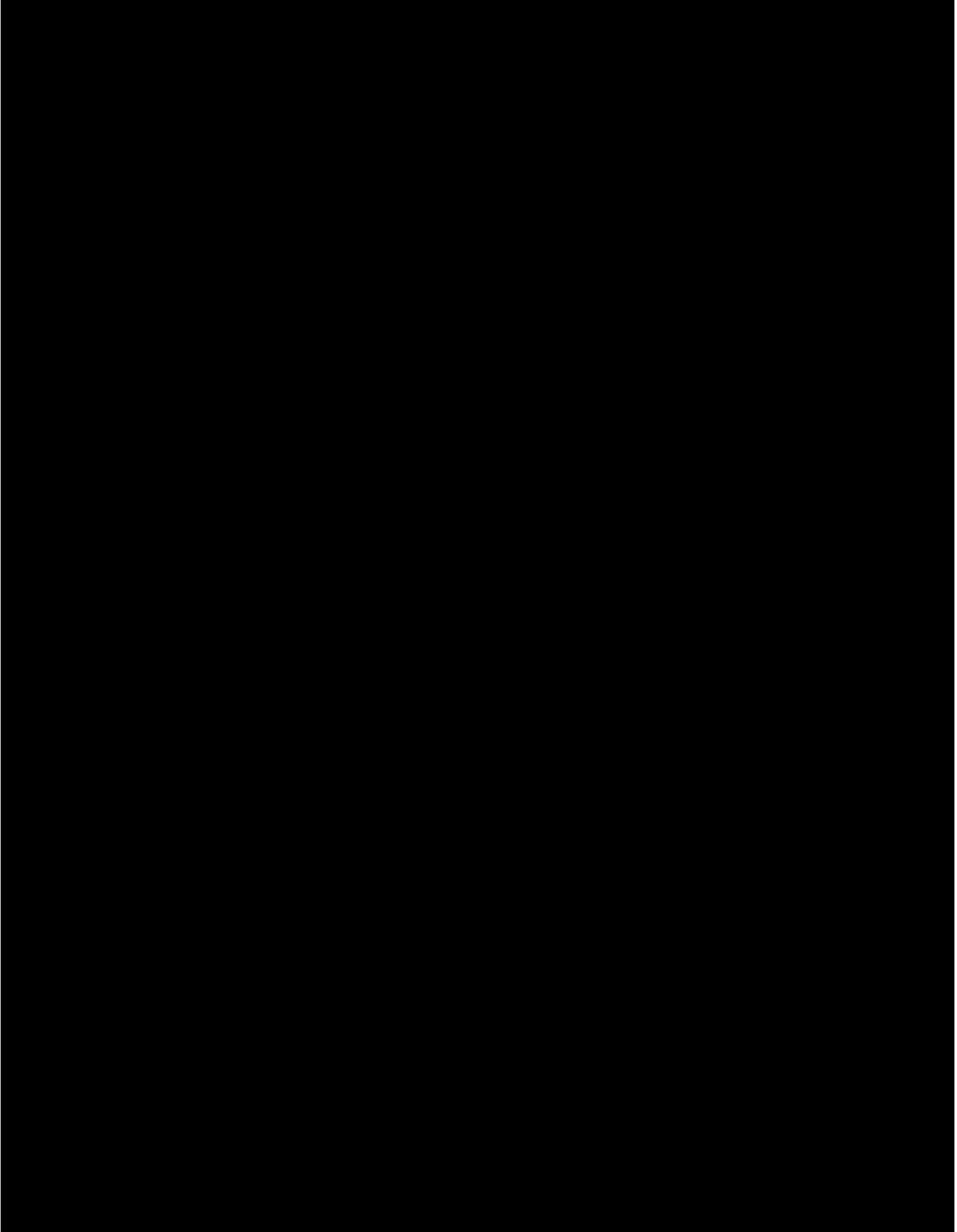


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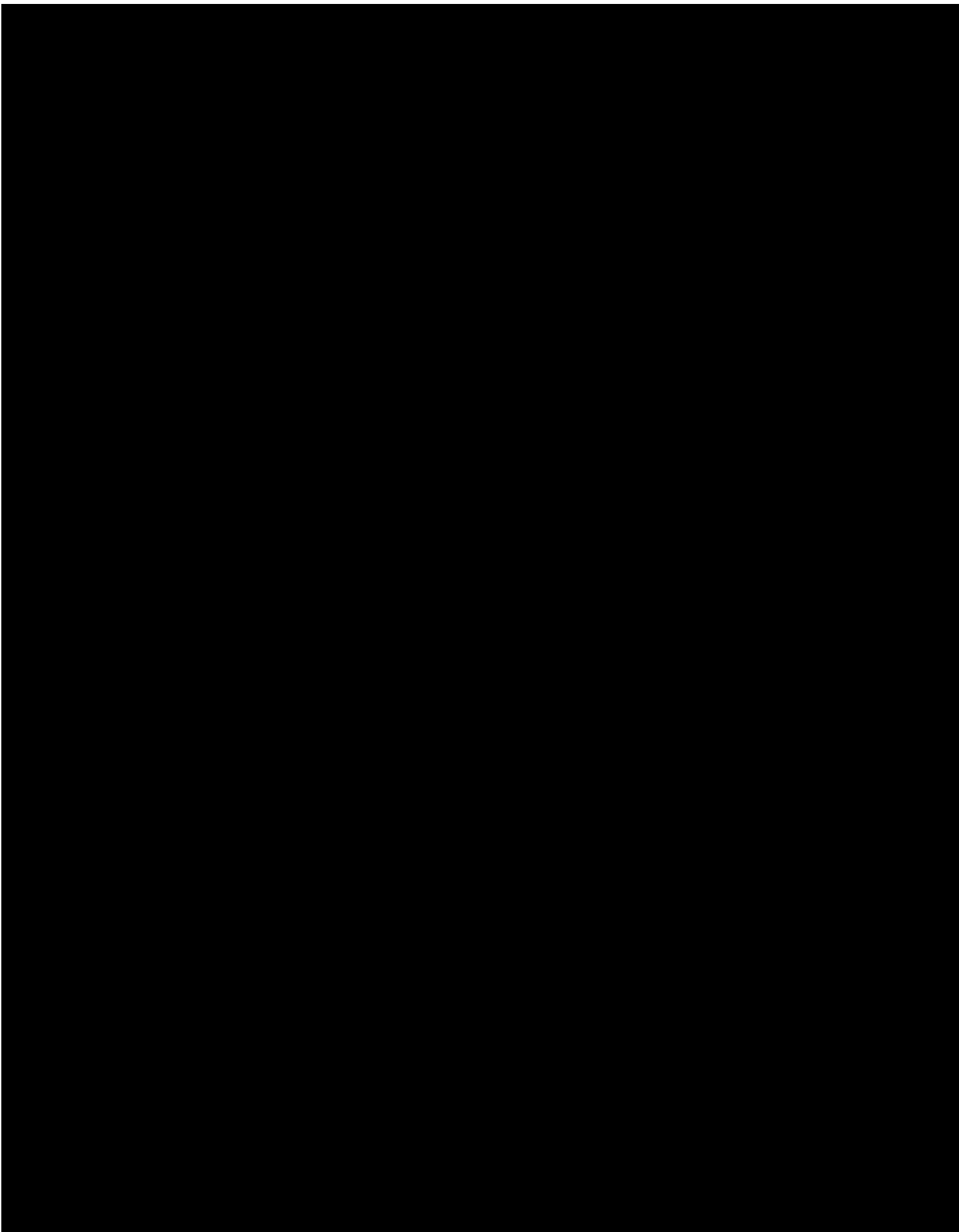




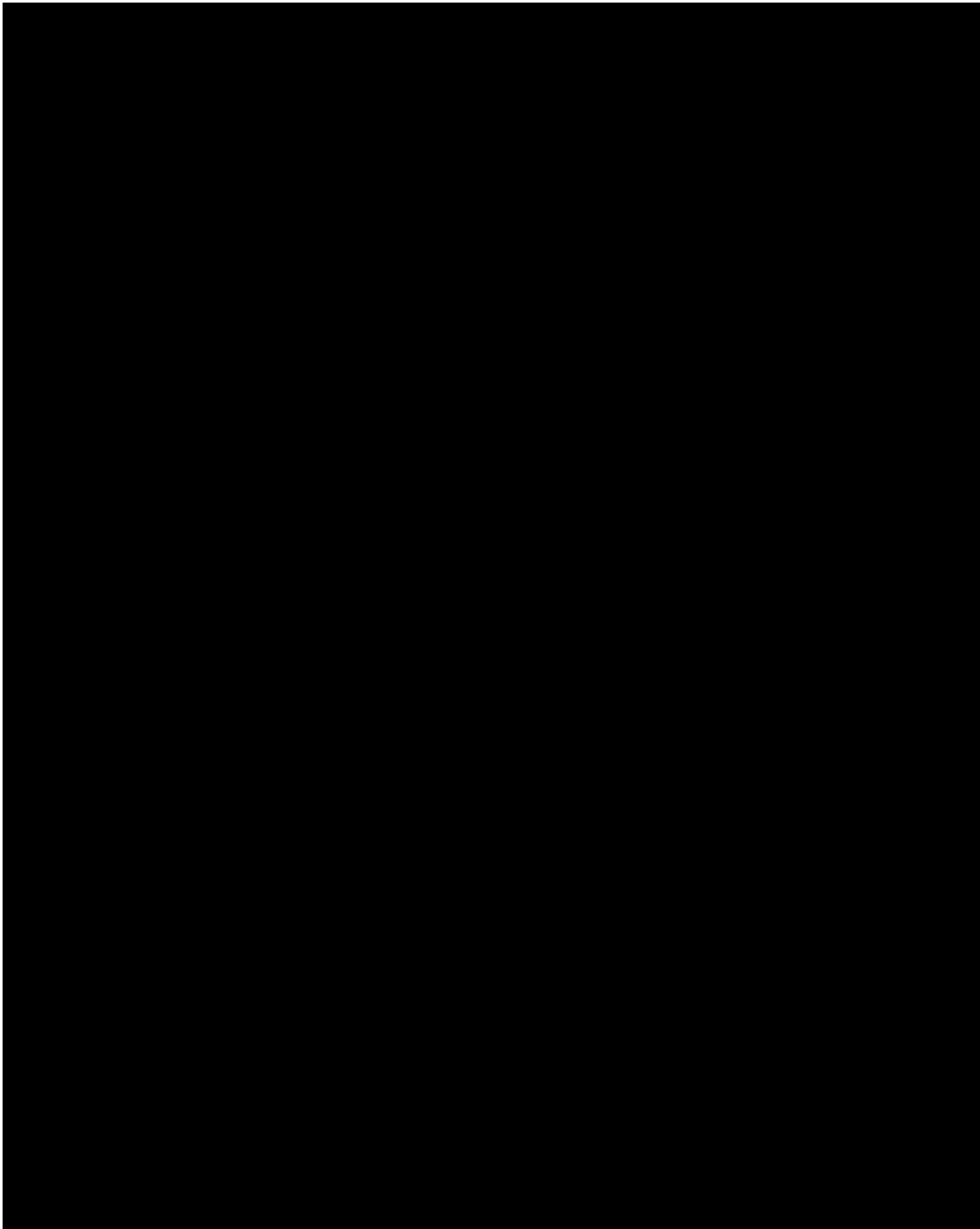
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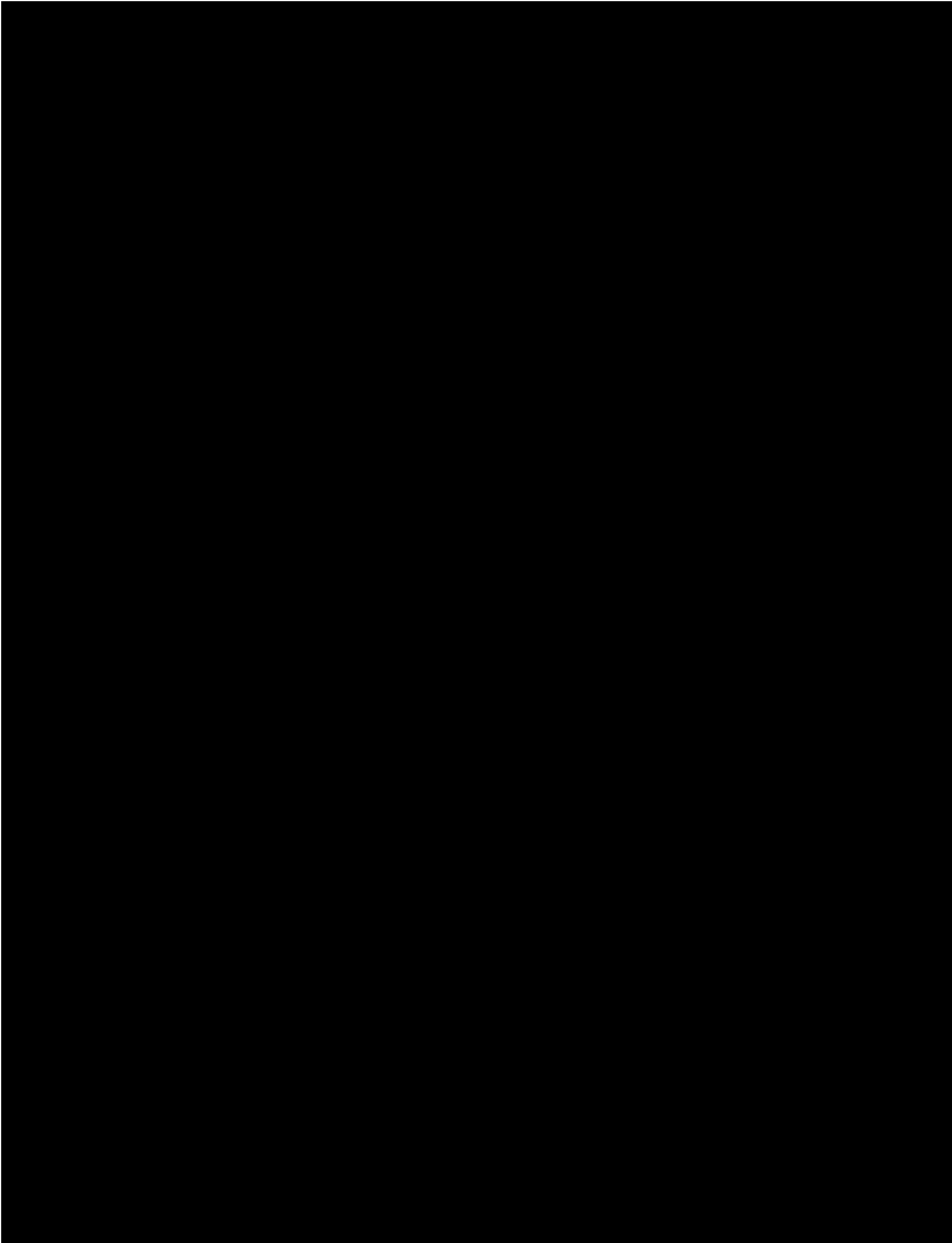
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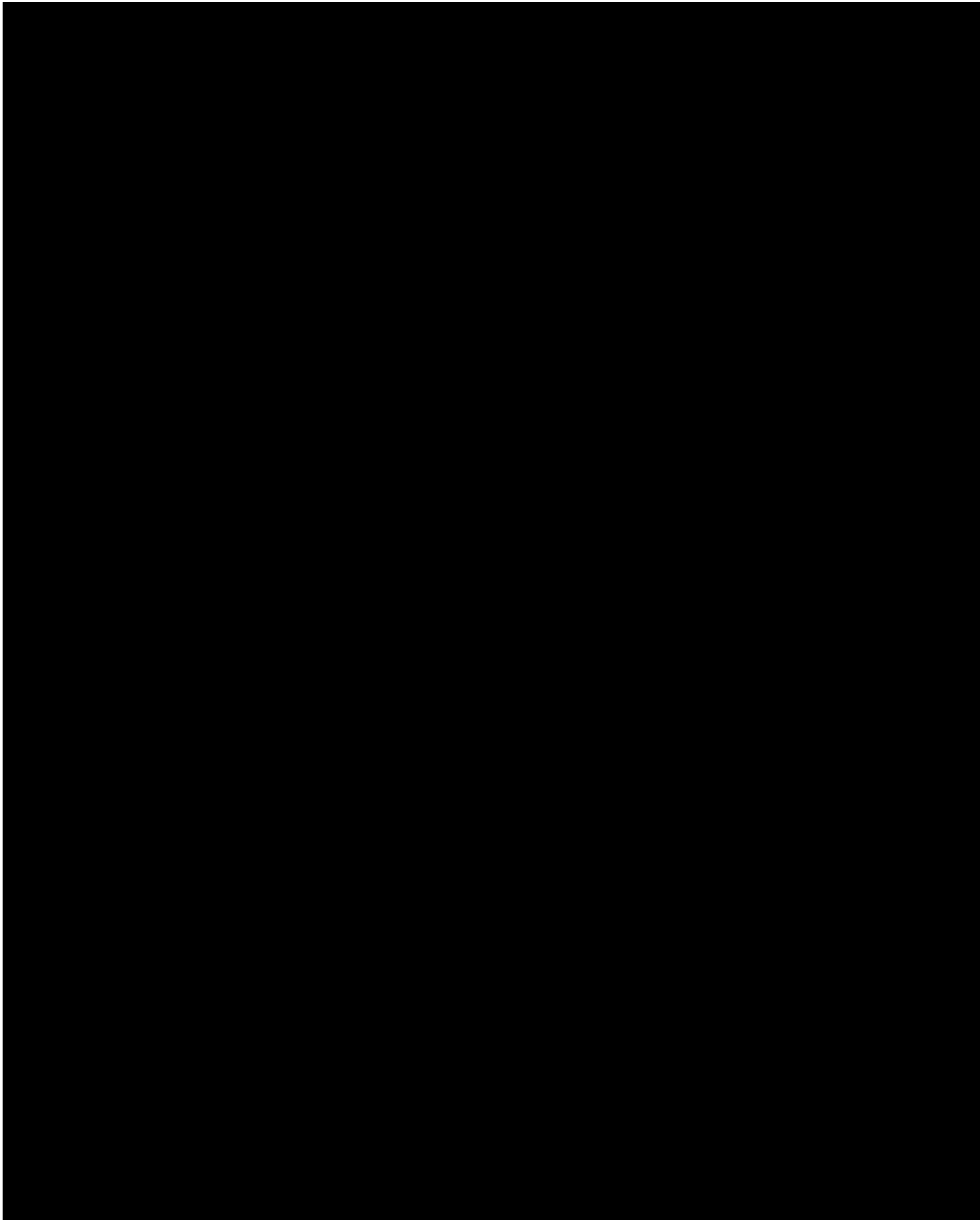
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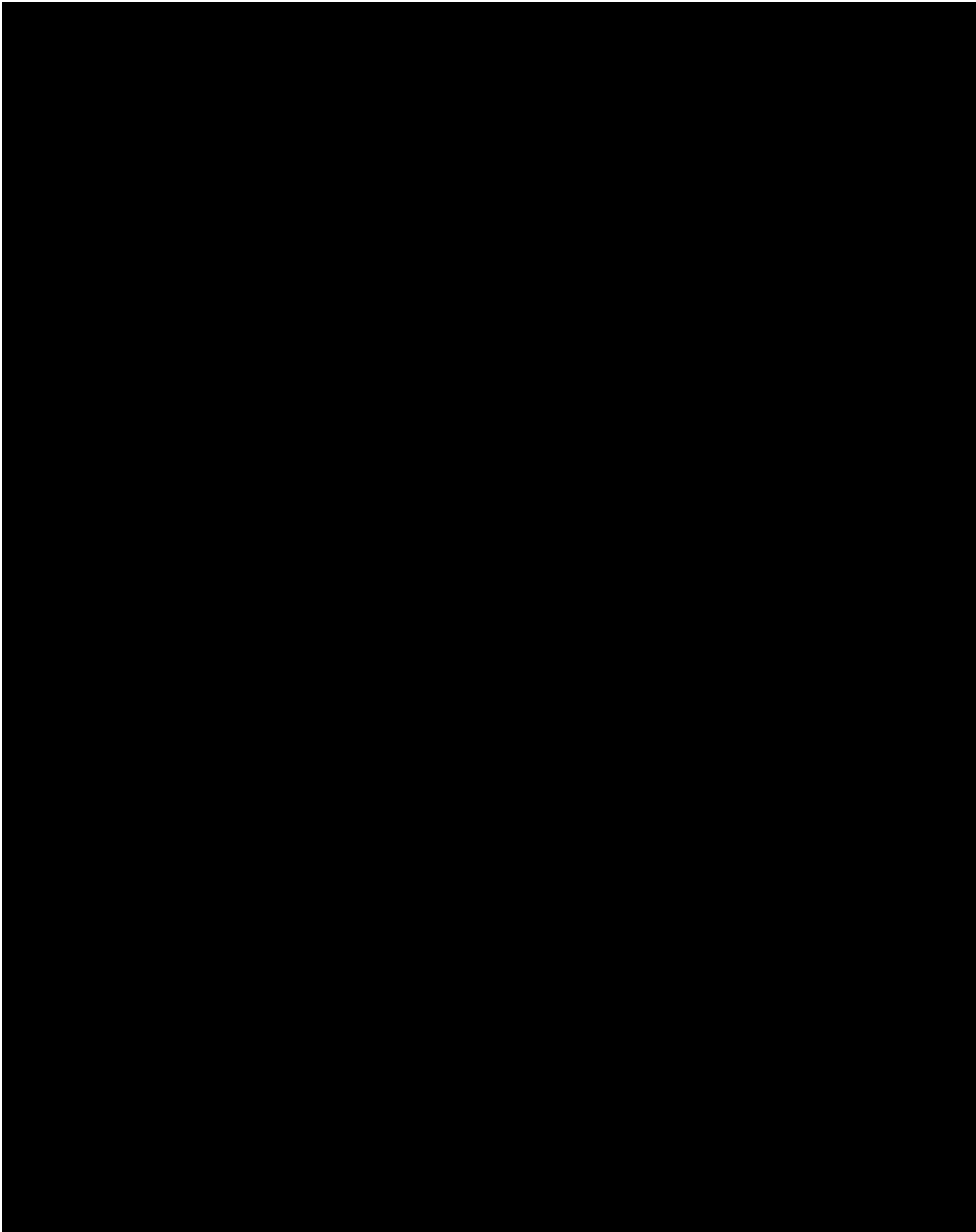
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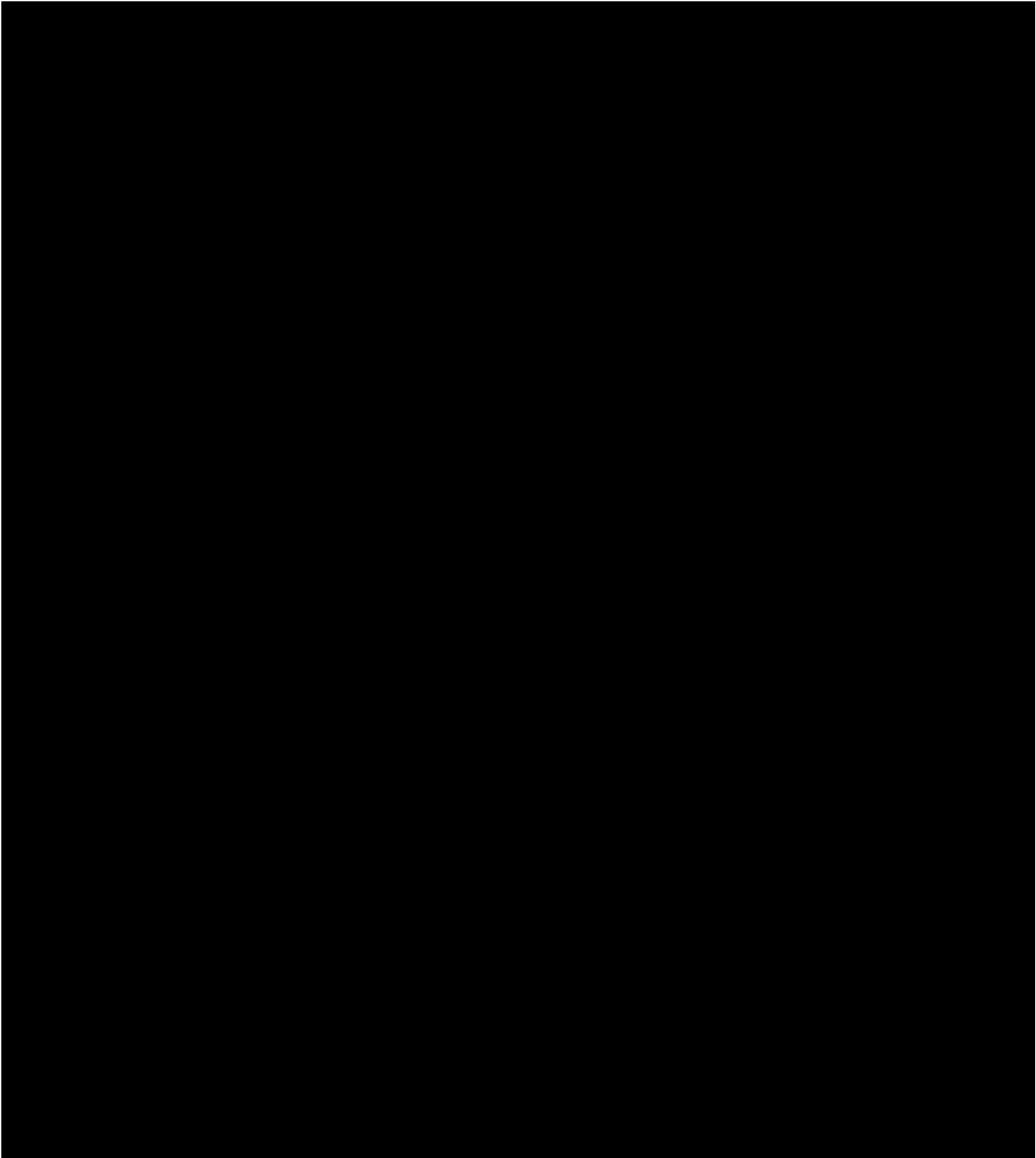
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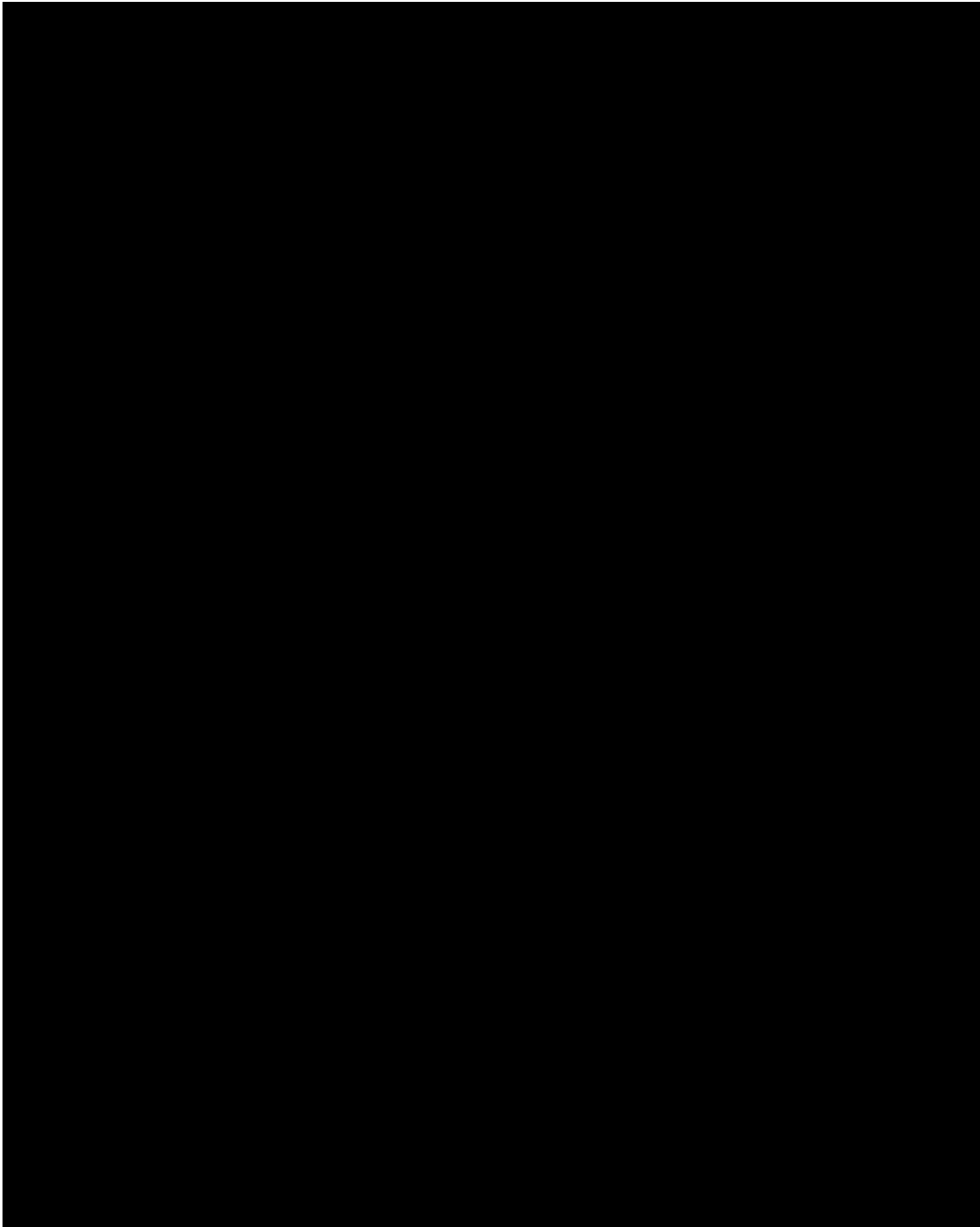
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Option



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recovered.

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

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

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)**

(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 equal to seven percent (7 %) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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

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

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire contract is cost type.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### 1.0 Scope

This Statement of Work (SOW) sets forth the requirements for non-personal engineering and technical services for support of the Fielding Services Branch, Naval Surface Warfare Center, Crane Division (NSWC-C). The tasks detailed within the SOW outline a wide range of support for the U.S. Navy, U.S. Marine Corps, U.S. Coast Guard, U.S. Air Force, Department of Energy, Department of Homeland Security and an assortment of Law Enforcement Agencies. Additionally, the Fielding Services Branch currently supports the United States Special Operations Command (USSOCOM) in the area of Classroom Training. Tasking includes classroom training and equipment maintenance on Small Arms Weapons; Ground Based Operational Surveillance System (GBOSS) and Night Vision Devices; Joint Counter Radio Electronic Counter-measures (JCREW); Remote Operated Small Arms Mounts (ROSAM); SEA Protector MK50; 30MM Gun System MK46; Coast Guard VAS systems; and Naval Expeditionary Combat Command small craft and support systems. This support will include report generation, logistics documentation, training plan development and updates, training curriculum/documentation development and update, technical manual development and updates, maintenance documentation development and updates, development of presentation material and newsletters, system maintenance/troubleshooting and software development and updates for classroom training equipment. It will also include the development of computer based training media for use in an E-Learning environment and Instructor and Logistics support for sponsors as requested.

### 1.1 Background

The Fielding Services Branch is responsible for the following training and technical documents as well as management of the instructors and logistics personnel supporting sponsors worldwide:

- Technical Document Management and Life Cycle Maintenance
- Technical documentation and associated updates
- Operator's Manual
- Maintenance Manual
- Technical Repair Standards
- Illustrated Parts Breakdown
- Allowance Parts List/Allowance Equipment List updating and revision
- Planned Maintenance System (PMS)/Maintenance Review Cards (MRC) updating, and revision
- Depot Maintenance Work Requirements (DMWRs)
- Intermediate Maintenance Work Requirements (IMWRs)
- Training
- Instructor-Led Training (ILT) (classroom-based)
- Training Plans including development of new plans and updates
- Lesson Plans including development of new plans and updates
- On-demand training (responsive to immediate requirements) (ODT)
- E-learning opportunities (CBT)
- Operational Sustainment Training
- On Demand Training (ODT)
- Mobile Training Team (MTT)
- Maintenance Sustainment Training
- Technical Drawing Packages

Contractor support has included the following tasks:

- Classroom instruction
- Maintain training facilities
- Manage training armory and assets (standard opnavinst 5530.13 series)
  - Weapons
  - Gun mounts
  - Night vision/vas
  - Parts
  - Accessories
- Equipment maintenance (standard is the technical manual for the equipment)

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- Weapons
- Visual augmentation systems (VAS)
- Documentation development & update
- Provide incidental ODCs (tools, cases, paper) to perform required tasking. Tasking includes kitting up gage kits. Gauges will be provided as Government Furnished Equipment (GFE) for the contractor to kit.
- Student management (standard is the technical manual for the equipment)
- Training development & update
- Financial analysis
- Metrics/ROI development
- Detailed training metrics report
- Return on investment (ROI) metrics report
- Strategic planning/process/style guides

1.2 ACRONYMS: The following is a list of acronyms used in this SOW:

ADP	Automatic Data Processing
CDRL	Contract Data Requirements List
CONUS	Continental United States
COR	Contracting Officer Representative
DID	Data Item Description
DoD	Department of Defense
FAR	Federal Acquisition Regulations
GFE	Government Furnished Equipment
GFF	Government Furnished Facilities
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
GOV	Government Owned Vehicle
GTA	Government Training Aid
IAW	In Accordance With
IETM	Inter-active Electronic Technical manual
ILE	Integrated Learning Environment
ILS	Integrated Logistics Support
JSOP	Joint Special Operations Program
MDNS	Mini Day Night Sight
MOD	Modification
NMCI	Navy Marine Corps Internet
NSWC-C	Naval Surface Warfare Center- Crane
OCONUS	Outside the Continental United States
ODC	Other Direct Cost
OSHA	Occupational Safety and Health Administration
PARM	Participating Acquisition Resource Manager
PBO	Property Book Officer
PC	Personal Computer
PCO	Procurement/Primary Contracting Officer
PEO	Program Executive office
PM	Program Manager
PMO	Program Managers Office
POP	Period of Performance
PPE	Personal Protective Equipment
RTA	Requiring Technical Activity
SCORM	Searchable Content Object Reuse Model
SOF	Special Operations Forces
SOPMOD	Special Operations Peculiar Modification to the M4 Carbine
USASOC	United States Army Special Operations Command

**1.3 Applicable Paragraphs**

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This Task Order (TO) applies to the following SOW paragraphs of the basic SeaPort Enhanced (SeaPort-e) Multiple Award Contract (MAC):

Basic SOW	Paragraph Task Requirements
3.1	Research and Development Support
3.2	Engineering, System Engineering and Process Engineering Support
3.3	Modeling, Simulation, Stimulation, and Analysis Support:
3.4	Prototyping, Pre-Production, Model-Making, and Fabrication Support
3.5	System Design Documentation and Technical Data Support
3.6	Software Engineering, Development, Programming, and Network Support
3.7	Reliability, Maintainability, and Availability (RM&A) Support
3.12	Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support
3.15	Measurement Facilities, Range, and Instrumentation Support
3.16	Logistics Support
3.17	Supply and Provisioning Support
3.18	Training Support
3.20	Program Support
3.21	Functional and Administrative Support

## 2.0 Applicable Documents

The following documents of the revision or issue in effect at the date of Order, or as otherwise specified by the TI, form a part of this SOW for reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

### 2.1 Specification – Mandatory Compliance

MIL-S-83490 Specifications, Types, and Forms  
MIL-STD-490 Specification Practices

### 2.2 Standards – Mandatory Compliance

MIL-STD-822D System Safety Program, Requirements/Standard Practice for Systems Safety MIL-T-31000, Program Management  
MIL-STD-40051-1 DOD Preparation of Digital Technical information for Interactive Electronic Technical Manuals  
MIL-STD-40051-2 DOD Preparation of Digital Technical information for Page Based Manuals  
MIL-STD-973 Configuration Management

### 2.3 Other Publications and Regulations

DOD-D-5000.3 Test and Evaluation  
DOD-D-4145.26 DOD Contractor's Safety Requirements for Ammunition and Explosive  
DOD-4145.26M DOD Contractor's Safety Manual for Ammunition and Explosives  
DOD-D-4151.9 DOD Technical Manual Program Management  
DOD 5200.1-RCE-02 Information Security Program Regulation  
DOD 5220.22M Industrial Security Manual for Safeguarding Classified Information  
29 CFR 1910 OSHA Standard for General Industry JTR Joint Travel Regulations (Civilian)  
MPT&ECIOSWIT-ILE-GUID-1 Navy Integrated Learning Environment (ILE) Instructional Systems Design

### 2.4 Instructions and Directives

OPNAVINST 5530.13B Department of the Navy Physical Security Instruction for Conventional Arms, Ammunition and Explosives  
DODINST 5200.28M ADP Security  
NAVSEAINST 3960.2D Test and Evaluation

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NAVSEAINST 8020.9B Ammunition and Explosive Personnel Qualification and Certification Program  
 NOSSAINST 8020.14C Shore Station Explosive Safety Inspection Program  
 NSWCCRANEINST 5090.6B Hazardous Materials Control and Management Program  
 NSWCCRANEINST 8020.1E Explosives Personnel Qualification and Certification Program  
 Appropriate Navy ILE Instructions  
 NSWCCRANEINST 1540

### 3.0 Requirements

The Contractor shall provide technical, logistical, and instructional services as defined within this SOW. As required by TI, the Contractor shall furnish all labor, facilities, material, and equipment except for the facilities, material, and equipment to be provided by the Government as Government Furnished Information (GFI), Government Furnished Material (GFM), Government Furnished Property (GFP), and Government Furnished Equipment (GFE).

The Contractor shall provide personnel with expert instructional knowledge, logisticians, technical writers, and multimedia support. Instructors shall be graduates of an instructor training school. Logisticians and Technical Writers should have demonstrated experience in developing manuals to US Navy, USMC, and DOD MIL STDS as defined in paragraph 2.1-2.3. The Contractor shall possess expertise in combat applications in all environments (land, air, and sea). The Contractor shall possess in-depth knowledge of night vision, lasers, weapons, and weapon sight technologies, capabilities and weaknesses. In addition, the Contractor will have an in-depth knowledge and experience with the operation and maintenance of the Ground Based Operational Surveillance System (GBOSS), Joint Counter Radio Electronic Countermeasures (JCREW), Remote Operated Small Arms Mounts (ROSAM), SEA Protector MK50, 30MM Gun System MK46, Coast Guard VAS Systems, and the Naval Expeditionary Combat Command small craft and support systems. The Contractor shall possess in-depth knowledge of current industry technology, as well as developing technologies or future technologies and integration. The Contractor shall possess in depth knowledge of the subject programs, their history, objectives, and future directions.

3.0.1 Historically, the following equipment has been supported: (additional specific equipment will be added via TI):

#### 1. WEAPONS

- a) Carbines/Rifle Series
  - i) MK13 .300 WIN MAG
  - ii) M4A1 Carbine
  - iii) M14 7.62 RIFLE
  - iv) MK14 7.62 RIFLE
  - v) MK16 5.56 CARBINE
  - vi) MK17 7.62 CARBINE
  
- b) Foreign Weapon Series
  - i) Grenade Launchers
    - (1)AGS-17 30mm
    - (2)RPG Series 40mm, 66mm
  
  - ii) Machine Guns
    - (1)DEGTYAREV 7.62mm
    - (2)DShKM 12.7mm
    - (3)Mauser MG-42 7.92mm
    - (4)PKM 7.62mm
    - (5)RPK 7.62mm
    - (6)Skorpion (MG Pistol) 7.65mm
  
  - iii) Pistols
    - (1)CZ-99 9mm
    - (2)Makarov 9mm
    - (3)Tokarev TT M1933 7.62mm

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- iv) Rifles
  - (1) AK47 Series 7.62mm
  - (2) SVD 7.62mm
  - (3) T65 5.56mm
- v) Submachine Guns
  - (1) M45 9mm
  - (2) MP5 Series 9mm
  - (3) UZI Series 9mm
- c) Grenade Launcher/Cannon Series
  - i) GAU23 Cannon 30mm
  - ii) M3 Carl Gustaf (MAAWS) 84mm
  - iii) MK14 MSGL 40mm
  - iv) MK47 ALGL 40mm
- d) Machine Guns Series
  - i) M2 50 CAL
  - ii) M240 7.62MM
  - iii) M249 5.56MM
  - iv) MK44 7.62MM
  - v) MK46 5.56MM
  - vi) MK48 7.62MM
  - vii) GAU 21
- e) Pistol Series
  - i) Glock Series 9mm
  - ii) Sig Sauer Series 9mm
- f) Shotgun Series
  - i) Mossberg 500
  - ii) Remington 870
- 2. Visual Augmentation Systems (VAS)
  - a) CVND
  - b) ACTS-SR
  - c) COTI
  - d) SU-232/PVS (CVND-T)
  - e) TaNS I2
  - f) ELCAN (SU-230/PVS, SU-230A/PVS)
  - g) EoTech (SU-231/PEQ)
  - h) SU-263/PVS
  - i) SU-264/PEQ
  - j) AN/PVS-12
  - k) HLM
  - l) LA-5/PEQ ATPIAL
  - m) SU-233/PVS
  - n) VBL III
- 3. Weapon & VAS Accessories
  - a) Flash Hiders
  - B) Sound Suppressors
  - C) Weapon Improvement Kits
  - D) Optic Mounts
  - E) Gun Mounts

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- F) Rail Systems  
G) Upper Receiver Groups (10.3", 14.5")

### **3.1 Research and Development Support**

The contractor shall support the development and application of scientific and analytical disciplines to conduct fundamental research; scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge or understanding; concept formulation; assessment of system and subsystem requirements; development, analysis and evaluation of concepts, technologies, systems and subsystems; and development of operational concepts and tactics with the end goal being the application of results to developing new or improving existing warfighting capabilities. The contractor shall perform technical manual reviews, training material and testing support against Original Equipment Manufacturer (OEM) documentation.

### **3.2 Engineering, System Engineering and Process Engineering Support:**

### **3.3 Modeling, Simulation, Stimulation, and Analysis Support:**

The contractor shall provide modeling and simulation support to include photos, video capability, 3D modeling in support of training development and computer based training courseware.

### **3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support**

The contractor shall provide the ability to develop a gauge kit using GFM to design and fabricate a custom gauge kit to maintain applicable small arms gauges. The kit shall include legible parts identification of parts included within the kit and provide adequate protection to ensure gauges are not damaged during field use.

### **3.5 System Design Documentation and Technical Data Support**

Contractor shall support and provide updates to existing manuals, Allowance Parts List's (APL), Allowance Equipment List's (AEL) and Preventive Maintenance System (PMS) documentation used to support Navy equipment. Upon receipt of GFI, the Contractor shall review/update all appropriate Documentation, Maintenance Plans, Operator's Manuals, Technical Repair Standards, and Illustrated Parts Breakdowns (IPB's) for any/all Weapons listed. The Contractor shall ensure updates are made in accordance with guidelines. The Technical Document Management and Life Cycle Maintenance Documents include the following and will be specifically identified on individual TIs and provided as GFI.

- Operator's Manual
- 
- Maintenance Manual
- Technical Repair Standards
- Illustrated Parts Breakdown
- Allowance Parts List/Allowance Equipment List updating and revision
- Planned Maintenance System (PMS)/Maintenance Review Cards (MRC) updating and revision
- Depot Maintenance Work Requirements (DMWRs)
- Intermediate Maintenance Work Requirements (IMWRs)
- Field Reject Sheets (FRAGL)

### **3.6 Software Engineering, Development, Programming, and Network Support**

The Contractor shall provide Information Technology (IT) support for the Naval Special Warfare Enhanced Organization Maintenance Course CIN S-041-0002, the Joint Armorer's Course, the Ground Based Operational Surveillance System (G-BOSS), and all other courses listed in 3.5. The Contractor shall provide maintenance/update for Local Area Networks(LAN) that are outside the cognance of the Navy Marine Corps Internet (NMCI) of course equipment. The Contractor shall troubleshoot problems and provide recommendations to the Government for improvements/update of equipment. The Contractor shall document any/all equipment improvements/updates in the Contractor's monthly progress report.

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### **3.7 Reliability, Maintainability, and Availability (RM&A) Support**

The contractor shall provide support for Reliability Center Maintenance (RCM) development and update. This requires an RCM Level 1 and 2 certified person to support PMS development and updates for Navy equipment.

### **3.8 Human Factors, Performance, and Usability Engineering Support: N/A**

### **3.9 System Safety Engineering Support N/A**

### **3.10 Configuration Management (CM) Support: N/A**

### **3.11 Quality Assurance (QA) Support: N/A**

### **3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support**

The contractor perform maintenance and technical support for Local Area Networks (LAN) that are outside the cognizance of the Navy Marine Corps Internet (NMCI). The contractor shall provide systems engineering and technical support for establishment, test, upgrade and operational support of systems, networks, workstations and support equipment hardware and software that are outside the cognizance of NMCI. Terminology will be compliant with Joint Publication, DoD Dictionary of Military and Associated Terms at: <http://www.dtic.mil>

### **3.13 Inactivation and Disposal Support: N/A**

### **3.14 Interoperability, Test and Evaluation, Trials Support: N/A**

### **3.15 Measurement Facilities, Range, and Instrumentation Support**

Contractor shall provide team member and team Leader support for range operations. This will include construct and maintain targets stands, barricades and other small arms training devices used on the ranges. Contractor shall perform indoor range operations in support of small arms training and qualifications which include monitoring operations from the range master control booth.

### **3.16 Logistics Support**

Contractor shall apply the engineering and analytical disciplines required to implement acquisition logistics as a multi-functional technical management discipline associated with the design, development, test, production, fielding, sustainment and improvement modifications of cost effective systems that achieve the warfighters peacetime and wartime readiness requirements as specified by TI. The principal objectives of acquisition logistics are to ensure the support considerations are an integral part of the systems design requirements, that the system can be cost effectively supported through its life-cycle, and that the infrastructure elements necessary to initial fielding, operation and maintenance support of the system are identified and developed and acquired. Logistics support will also include sustainment support which could entail providing maintenance support of systems.

### **3.17 Supply and Provisioning Support**

Contractor shall apply the analytical and technical disciplines required to ensure that fielded warfighting capabilities are materially sustained as specified per TI. The principal objectives of this functional area are to ensure the material for operation and maintenance of warfighter systems is available when required, that materials are properly stored and transported, and inventories are managed in a cost effective manner to sustain supported systems. This will include APL/AEL support as well provisioning information using the Navy ICAPS system.

### **3.18 Training Support**

#### **3.18.1 Training Material Support**

Utilizing GFI, the Contractor shall develop review and update Training material used in Classroom Training. The Contractor will prepare reports utilizing Government Furnished Information (GFI) and Contractor provided software compatible with Microsoft Office software, normally MS Word. Condensed versions will be in Adobe "PDF" files. Presentations will be provided in MS PowerPoint. Drawings will be provided in images compatible with MS Office software. Any required use of standardized MS document templates will be outlined by TI. This includes:



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- Training Plan Development/Update (Standard Training Plan Development Process)
  - Joint Training Plan
    - § Plans are developed within 30 days of assignment and require no more than 2 Government reviews IAW Training Plan Development Process
- Curriculum Development/Update (Standard Curriculum Development/Update Process)
- Computer Based Training (Standard Computer based Training/Online Process)

Upon receipt of GFI, the Contractor shall research material and produce /update computer based training/e-learning modules for a minimum of 1 to a maximum of 35, which will include, but not be limited to, fire control devices and laser aiming devices. Modules will be Interactive Multi-media Instruction (IMI) Level II –IV as agreed by the Contractor and RTA. All Computer-Based Training (CBT) will be Searchable Content Object Reuse Model (SCORM) 2004 compliant. The Contractor shall ensure each training module includes video demonstration and test review by topic utilizing the SOF COMBAT ASSAULT RIFLES (CAR) as an example. All CBT will be developed utilizing Outstart Evolution.

### 3.18.2 Classroom Instructions

Classroom instructors shall be qualified IAW with Site directives (Standard NAVSURFWARCENDIVCRANEINST 1540 or CENSECFOR) within 90 days of assignment. Classroom instructors shall receive no more than 2 negative evaluations per year. Classroom critiques are reviewed by the Government within 30 days and any negative information is explained in weekly reports.

The following classroom courses are required:

- NSW Enhanced Organization Maintenance Course CIN S-041-0002
- USSOCOM Joint Armorer's Course
- NECC Armorer's Course
- NECC Armory Management Course
- NSW Sniper Course
- NSW Combat Systems Management Course
- LAR Armorer's Course
- LAR Sniper Course
- REGIONAL Maintenance Course
- MTRC Armorer's Course
- 30-LEVEL Maintenance Course
- ROSAM MK49 MOD 0, MOD1 Course
- GBOSS- Field Service Representative (FSR) Course
- GBOSS-Trainers Course (TI)

The following Mobile Training Courses are required:

- Ammo Technician
  - AMMO 49, 51, 62,
  - Fleet Sentencing
  - 12 HR MHE
- Naval Special Warfare SBT'S Machine Gun Course
- Naval Special Warfare LOGSU'S Weapons Maintenance Course
- Naval Special Warfare Assistant Laser Safety Officer Course
- NCIS Armory Management

### 3.18.3. Instructor Training Jackets (ITJ)

The contractor shall provide a new Instructor's Training Jacket (ITJ) (applicable to instructor personnel only) for verification of instructor qualifications. Contents of the standardized ITJ and instructions are contained in NETCINST 5100.1A (Occupational Safety and Health, Training Safety, and Firefighting Training Certification Programs) and NAVEDTRA 135C (Navy Schools Management Manual). At a minimum, the ITJ shall contain:

- Instructor's Qualifications (i.e., Academic Qualification, completed PQS, certificates of course completion, weapons qualifications, etc.)
- Instructor's Certifications (i.e., Basic Instructor, Small Arms Instructor, Emergency Medical Technician (EMT), Explosive Driver, Core Values Training, Water Survival Skills, and Safety Requirements Certifications (when certification is applicable), etc.)

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- Medical screening
- Psychological evaluation (in accordance with commercially available screening guide such as the Minnesota Multi-phasic Inventory)
- Statement of Understanding acknowledging compliance with the requirements of the Lautenberg Amendment to the Gun Control Act 1968.
- Basic First Aid Certification
- Cardio-Pulmonary Resuscitation (CPR) Certification

The Government, through the COR, shall have the "right of refusal" of any instructor considered unqualified or unsafe. The instructor verification process must be completed prior to the instructor teaching Navy students.

#### **3.18.4. Core Unique Instructor Training (CUIT)**

NAVEDTRA 135C establishes the requirement for all instructors to complete Core Unique Instructor Training (CUIT) certification prior to delivering course material on an independent basis.

Upon commencement of the CUIT process for a course of instruction, the instructor is expected to complete all requirements for certification in the first course of instruction within six months, and in all related courses within 12 months.

The following steps shall constitute the CUIT process:

Step One: Training Site Indoctrination

Step Two: Course Indoctrination

Step Three: Attend the Course as a Student.

Step Four: Instructor Preparation and Practice Teaching. Prospective instructors will familiarize themselves with the curriculum materials, observe classes in session, and personalize instructor guides. The prospective instructor will "team teach" appropriate class Sections with a qualified instructor, and then teach under the observation of a government representative. Each prospective instructor must receive a satisfactory evaluation on a minimum of two separate events while practice teaching.

Step Five: Instructor Certification. Provided that Step Four has been successfully accomplished, the prospective instructor shall be qualified for the training module/lesson topic which was "team taught" and observed. The instructor will then be able to deliver future sessions for that training module/lesson topic independently.

Step Six: Course Instructor Certification. Upon completion of all course modules, the instructor will be determined to be CUIT certified for the respective course.

This process shall be repeated for each training course assigned to the instructor.

#### **3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support: N/A**

#### **3.20 Program Support**

The Contractor shall provide plans for Program Management, Contract Management, and Operational Management of all tasks in accordance with each specific TI. The Contractor will develop, implement, and maintain a standardized method of tracking and reporting technical and financial information concerning the progress and status of each TI issued under this TO.

#### **3.21 Functional and Administrative Support**

**3.21.1** The Contractor will provide metric reports IAW CDRLs on a monthly basis showing:

1. The number of students trained and graduation statistics.

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2. Status of GFM and any new items provided by the Government as well as any items broken, requiring repair, or replacement
3. Provide a metric report for all Technical Inspections conducted which shall include number of items inspected, items repaired, items dead lined, parts used, and time spent. This report assists in the development of a Return on Investment (ROI) metric report.
4. Provide an ROI report showing cost savings of doing Technical Inspections using data gathered in the TI report.

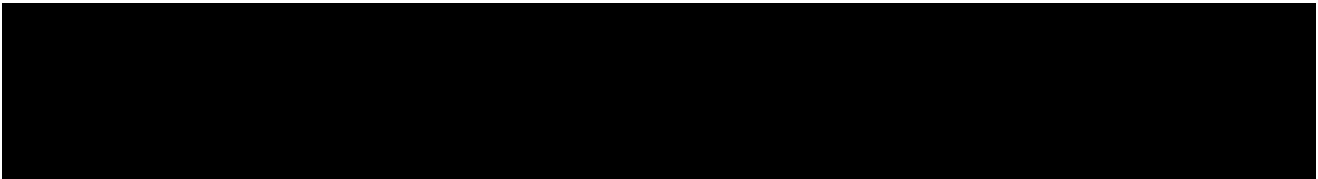
### 3.21.2 Contract Status Reporting ( eCRAFT)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system (CDRL A020). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

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

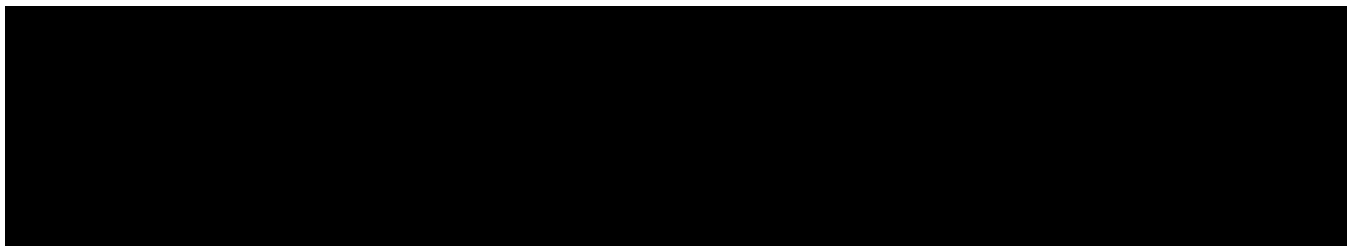
(1) Access:



(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 the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

2. In conjunction with the COR and Contracting Officer, the Contractor shall assign standard eCRAFT labor categories to each existing proposed and executed labor category on the Task Order/Contract. Target date for completion 1 October 2017. The entire catalog of standard labor categories can be found at these two websites - [Service Contracts Labor Standards \(SCLS\)](#):



2. It is anticipated that eCRAFT will be available 1 October 2017. The Contractor agrees to implement eCRAFT within 30 days of its becoming available for input. In addition the Contractor agrees to upload back data from 1 October 2017 if the system is not available on the planned implementation date.
3. CDRL A020, Contractor's Funds and Man-hour Expenditure Reports (eCRAFT) is hereby added to Section "J" of the Task Order.

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### 3.22 Public Affairs and Multimedia Support: N/A

#### 4.0 Government Furnished Property

All GFI/GFP provided to the Contractor during the course of performance of this tasking will be returned to the Government upon completion of tasking

#### 4.0 GOVERNMENT FURNISHED ITEMS.

##### 4.1 Government Furnished Information (GFI)

All Government furnished information will be specified in the individual TI. All GFI is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the Contracting Officer, except as required for the specific performance of tasks under this contract. Off base contractors may periodically be required to perform work at NSWC, Crane to gain access to files and other information required for the accomplishment of the tasks set forth in this SOW. GFI will be provided as required or at the request of the contractor.

##### 4.2 Government Furnished Material (GFM)

All GFM will be specified in the individual TI. GFM will be provided when the contractor has a requirement for special or specific Government material per individual tasking.

##### 4.3 Government Furnished Equipment (GFE)

All Government furnished equipment will be specified in the individual TI. All GFE is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the Contracting Officer, except as required for the specific performance of tasks under this contract. Off base contractors may periodically be required to perform work at NSWC, Crane to gain access to files and other information required for the accomplishment of the tasks set forth in this SOW. GFE will be provided as required or at the request of the contractor.

##### 4.4 Government Furnished Facilities (GFF)

The Government will provide facilities for contractor personnel at the locations indicated in section 7.0 of this SOW. The Contractor will be authorized access to NSWC Crane NMCI owned/Government owned equipment, which shall be utilized during the performance of tasks stated in Section 3.0 of this TO. This may include a personal computer, printer with appropriate software (i.e. Microsoft Office), telecopier, xerographic equipment, desk and use of telephone with long distance/voice mail capability for official business as required, long distance/voice mail capability for official Government business, as required. The Government will be responsible for NMCI access costs. All travel is TDY to government locations where facilities will be provide to conduct training and/or maintenance events.

#### 5.0 Data Deliverables

All data deliverables shall be made as specified and in Contractor format unless otherwise directed. All deliverables shall be submitted the COR referenced in Section G.

CDRL: A001  
 DID Number DI-MGMT-80368A  
 DID Title Weekly Financial Report by Sub-Task  
 Applicable SOW Para. 3.1 – 3.20

Weekly report will be delivered each Tues to the RTA. Report format will be at the discretion of the RTA to meet his/her needs. At a minimum, report will include all funds obligated on contract and the current expenses and remaining funds. Report will include total funds obligated and total remaining by subtask.

CDRL: A002  
 DID Number DI-MGMT-80227  
 DID Title Contractor's Progress, Status and Management Report  
 Applicable SOW Para. 3.1 – 3.20

CDRL: A003  
 DID Number DI-ADMN-81249A

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DID Title Conference Agenda  
Applicable SOW Para. 3.1 - 3.20

CDRL: A004

DID Number DI-MISC-80508B

DID Title Technical Report-Studies/Services Subtitle-Monthly Student Metric Report

Applicable SOW Para. 3.1 - 3.21

Monthly report will be delivered to the RTA. Report format will be at the discretion of the RTA to meet his/her needs. At a minimum, report will include students attending by class, any drops and number fo graduates.

CDRL: A005

DID Number DI-MISC-80508B

DID Title Technical Report-Studies/Services Subtitle-Trip Reports

Applicable SOW Para. 3.1 - 3.20

Trip reports will be submitted to the RTA within 10 days of trip completion.

CDRL: A006

DID Number DI-MISC-80508B

DID Title Technical Report-Studies/Services Subtitle-various Reports

Applicable SOW Para. 3.1 - 3.20

CDRL: A007

DID Number DI-ADMN-81373

DID Title Presentation Material

Applicable SOW Para. 3.1 - 3.20

Upon tasking of a development or update event the contractor shall provide with in 5 working days a projected completion date with milestones for government reviews. Once the schedule is provided weekly updates will be provided to the plan until completion.

CDRL: A008

DID Number DI-ADMN-81250A

DID Title Conference Minutes

Applicable SOW Para. 3.1 - 3.20

CDRL: A009

DID Number DI-MISC-80508B

DID Title Technical Report-Studies/Services Subtitle-Training material

Applicable SOW Para. 3.1 - 3.20

CDRL: A010

DID Number DI-MISC-80508B

DID Title Technical Report-Studies/Services Subtitle-Monthly Equipment Assesment Metric Report.

Applicable SOW Para. 3.1 - 3.20

CDRL: A011

DID Number DI-MISC-80508B

DID Title Technical Report-Studies/Services Subtitle-Monthly Parts Usage/Inventory Report.

Applicable SOW Para. 3.1 - 3.20

CDRL: A012

DID Number DI-FNCL-80331A

DID Title Tasking Order Funding Notification Letter

Applicable SOW Para. 3.1 - 3.20

## 6.0 Special Conditions

### 6.1 Security

Performance on this TO will require contractor employees to have access to classified information up to and including the

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Secret level. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DOD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The Contractor may be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to may be highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user ids or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all required employees have proper authority. All classified material shall be processed and protected in accordance with the provisions of this SOW and all required instructions and directives in effect concerning the processing of classified material. U.S. Citizenship is required for all positions.

## **6.2 Travel**

Contractor personnel may be required to work in arduous area in a hardship environment

The Contractor shall be expected to support outside operations in desert and primitive conditions and aboard ship and small boat. The Contractor shall be billeted aboard ship to the same level as offered to a federal and/or military employee.

### **6.2.1 Travel Requirements**

The Contractor may be required to travel CONUS and OCONUS. All travel requests for Contractor's travel will be authorized by a COR approved Travel Authorization unless specified within the TI. The Contractor shall submit a trip report to the technical points of contact for all travel performed no later than two weeks after completion of the trip. For trips made to OCONUS locations that are so designated per the Defense Base Act (DBA), the Contractor is authorized to bill for DBA liability insurance.

### **6.2.3 Immunizations**

The Contractor will ensure all personnel possess the necessary immunizations for travel to designated high-risk areas. All Contractor personnel shall have current immunizations (hepatitis A, MMR/MR, polio, influenza, typhoid, yellow fever, meningococcal) and must have an anthrax vaccination prior to deployment

### **6.2.4 Travel Authorization**

Any travel undertaken by the Contractor for performance of TO must have prior authorization by the COR (as stated in each TI).

## **6.3 Need-to-Know Certification**

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these request to/through the COR for appropriate action.

## **6.4 Contracting Officer's Representative (COR)**

The COR is the point of contact for non-substantiative communications of a technical nature. Only the Contracting Officer has the authority to change the requirements of this order(s). The COR is identified in Section G.

### **6.5 Requiring Technical Activity (RTA)**

The RTA contacts are Functional Managers, Task Managers, and project leads which will be identified in individual TIs.

### **6.6 Funding**

This task order will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN.

### **6.7 Safety and Health**

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

### **6.8 Hazardous Materials**

The contractor will provide personnel responsible for the handling of the hazardous materials and the respective Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials.

### **6.9 Control of Contractor Personnel**

The Contractor shall comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST

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5910.1. 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 Crane Division 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 the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, job titles, and original birth certificates. This list shall be updated within forty eight hours after changes occur.

**6.10 Identification Badges**

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on the requiring activities 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 Crane Division Security Department within forty eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

**6.11 Accident Reporting**

The Contractor shall maintain an accurate record of and shall report all accidents to the COR immediately after incident occurs.

**6.12 Smoking Regulations**

Smoking on Government property shall be in approved areas only IAW NAVFAC P 1021. Smoking in vehicles is prohibited.

**6.13 Release of Information**

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer (KO) Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

**6.14 Privacy Act**

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

**6.15 Damage Reporting**

The Contractor shall maintain an accurate record of and shall immediately report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

**6.16 Non-Personal Services**

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. 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 of personal services. 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 TO Procuring Contracting Officer (PCO) immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

**6.17 Investigations**

Contractor employees shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

**6.18 Government Observations**

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance

**6.19 Work Area Cleanliness**

The Contractor shall be responsible for the orderliness and cleanliness of all Government controlled areas being used by the contractor for office and storage. The space shall be clean, neat and free from fire hazards, unsanitary conditions and safety hazards.

**6.20 Key Control**

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the government

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shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be IAW the key control requirements set forth in applicable regulations.

**6.21 Hours of Operation**

The Contractor’s hours of operation will be provided on each individual TI. If not so stated, then the normal duty hours for Contractor on-site personnel and the Contractor’s liaison facility personnel assigned to this effort fall between 0630 and 1800 hours during normal government workdays, Monday through Friday. The contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required. If contractor desires to have personnel work compressed work schedule it shall be requested in writing and approved by the COR.

**6.21.1 Compressed Work Schedule**

The Contractor may be permitted to utilize a compressed work schedule for their employees working at NSWC Crane Division if specified on individual TI. A compressed work schedule allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0630 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1500 and 1730. The contractor’s full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The contractor’s full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the contractor will be notified by the COR of any permanent or temporary exceptions.

**6.21.2 Flextime**

The Contractor may be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flextime schedule allows a starting time between the hours of 0630 and 0900, with a quitting time eight and one-half hours after the clock-in time (1500 to 1730). The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the contractor will be notified by the COR of any permanent or temporary exceptions

**6.21.3 Closed Days**

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security, and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges IAW the company policy.

**6.21.3.1 Inclement Weather**

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

**6.21.3.2 Holidays**

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year’s Day	Birthday of Martin Luther King, Jr.
President’s Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran’s Day



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Thanksgiving Day	Christmas Day
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In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor IAW the practice as observed by the assigned Government employees at the using activity.

#### **6.22 Continuous Improvement**

The contractor shall support the NSWC Crane Continuous Improvement program. The contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

#### **6.23 Information Non-Disclosure**

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

#### **6.24 Licenses, Certifications, 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 DFAR 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.

#### **6.25 Existing Conditions**

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any costs or liability the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

#### **6.26 Data Rights**

All data/documentation delivered/created in support of this effort becomes the property of the US Government and will be delivered without proprietary markings. The Government will have unlimited rights of all data delivered under this TO. The Government will have unlimited data and distribution rights to all processes, systems and equipment developed under this SOW. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. The Government will have unlimited rights to reproduce and use all submitted CDRL(s).

#### **6.27 Use of Government Vehicles/Material Handling Equipment**

Contractor may be required to drive Government owned/leased vehicles and material handling equipment on-site at NSWC Crane in performance of their duties. Authorization to drive Government owned/leased vehicles and operate Government owned materials handling equipment, such as overhead cranes and forklifts, will be specifically authorized when applicable. All contractor personnel operating Government vehicles/handling equipment shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government manager and the Contracting Officer.

#### **6.28 Contractor Identification**

This TO is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

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### **6.29 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Due to restrictions imposed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) restrictions, copies of the medical, psychological, and Urinalysis Screening may not be filed in the ITJ (SOW 3.18.3). These documents will be maintained for the life of this contract in a central location, such as the contractor's corporate office. In lieu of the actual screening, a letter indicating the date, the screening physician, a generalized result, and the location of the actual screening document should be filed in the record. If a Site Assessment or other form of inspection takes place at a learning site, the contractor will ensure copies of the letter used in lieu of the actual screening document are provided to the Learning Site Director in advance of the inspection. The documents will be provided to the inspectors, and upon completion of the review, the inspectors will return the documents to the Learning Site Director for return to the central location.

### **6.29 Personally Identifiable Information (PII)**

Recent changes to the Personally Identifiable Information (PII) Program have eliminated the collection and/or maintenance of Social Security Numbers (SSNs) in public records (with limited exceptions). These prohibitions also extend to use of the last four digits. Prior to presenting ITJs (SOW 3.18.3) to the government, the contractor shall ensure that the record has been sanitized to ensure that the ITJ complies with the PII Program.

### **6.30 Post Award Meetings**

- (a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at Task Order award).
- (b) The contractor will be given at least five working days notice prior to the date of the meeting by the Contracting Officer.
- (c) 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.
- (d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days notice prior to the date of the meeting by the Contract Specialist.

### **6.31 Accounting System Adequacy**

- (a) FAR 16.301-3(a)(1) requires that a contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Defense Contract Audit Agency (DCAA).
- (b) This requirement applies equally to the prime contractor as well as their subcontractors who are proposed for cost-reimbursement or time and materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Subcontractors without approved accounting systems should be contracted using firm fixed price or labor hour contracts.
- (c) The prime contractor is solely responsible for verifying that subcontractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require subcontractors to include a copy of DCAA's most recent review/approval letter as part of their proposal detail. Proposal statements that the accounting system "has been approved" will not be accepted; a copy of DCAA's letter is required.
- (d) The prime contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

### **6.32 Enterprise-wide Contractor Manpower Reporting Application**

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

## **7.0 Place of Performance**

It is estimated that the majority of the work effort for this SOW will be accomplished at NSWC Crane training and range facilities, field activities, government and private shooting ranges and training facilities, with a portion of the work performed at the contractor facility. The Government will provide training facilities for all TDY locations. Contractor facilities shall be within a 50 mile radius of NSWC Crane.

## **8.0 Performance Standards.**

As a performance based acquisition for engineering, technical and management support services, the requirements are structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized

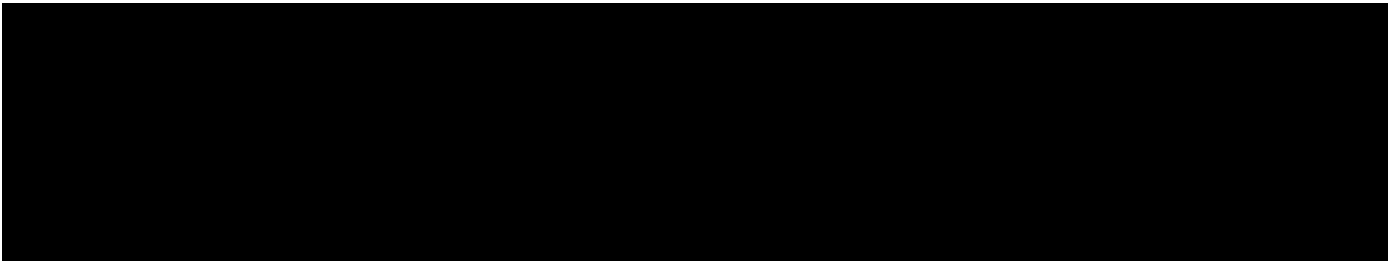
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in the Quality Assurance Surveillance Plan (QASP) identified as Attachment 7 to the RFP. Performance standards are required to be met for each of the identified Task Requirements.

**CNIN-NOTICE-0003      CONTRACTOR MANPOWER REPORTING      (NOV 2013)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center, Crane Division 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 data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, attachment 1 in Section J.

**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 or 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 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 to any other party, including, but not limited to, joint 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.

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

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

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

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

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

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

(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.

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation N00024-13- R-3251.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal dated 28 June 2013 referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of

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interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

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

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

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

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

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

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

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

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

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

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

**HQ C-2-0041 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (JAN 2008)**

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

(1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) of February 8, 2006  
(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and; (3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the Defense Automation and Production Service (DAPS) in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS and with the designated Contract Administration Office for printing and binding which shall include:

- (i) Citation of contract number;
- (ii) Security classification of materials to be printed;
- (iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;
- (iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;
- (v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DAPS; (vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;
- (vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and
- (viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).
- (ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DAPS or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DAPS location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DAPS. All transportation charges

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are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.

(4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DAPS will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DAPS will pack and ship the material used for printing to the DAPS, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DAPS in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DAPS to date of shipment of printed material from DAPS.

Printing	Days
Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

## MANDATORY REQUIREMENTS

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

Requirement 1 - Security Clearance. The offeror must state or demonstrate in their technical proposal their ability to meet the facility clearance requirement of the anticipated TO. If the offeror does not have the clearance as required, they shall demonstrate their completion of the preparatory steps necessary to be granted a facility clearance within their technical proposal.

Requirement 2 - Organization Conflict of Interest (OCI) Certification/Mitigation Plan. The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential conflict of interest. The certification and/or mitigation plan shall cover all team members.

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Requirement 3 - The offeror must demonstrate the ability to meet the requirement of having a facility within a 50 mile radius of NSWC, Crane. If the offeror does not currently have the required facility, they shall provide in their transition plan how required facilities will be established.



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## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

### **HQ D-1-0001 DATA PACKAGING LANGUAGE**

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

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial

Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

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

(Name of Individual Sponsor) (Name of Requiring Activity) (City and State)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

All provisions and clauses in SECTION E of the basic contract apply to this TO, unless otherwise specified in this TO.

### **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.

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

Item(s)\_4999 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

### **PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE**

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan provided as Attachment 7 in Section J.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: [REDACTED].

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	11/22/2013 - 11/21/2014
4001	7/1/2014 - 6/30/2015
4002AA	7/3/2014 - 11/21/2014
4002AB	7/3/2014 - 9/30/2014
4002AC	7/3/2014 - 6/30/2015
4002AD	7/11/2014 - 9/30/2014
4002AE	7/11/2014 - 9/30/2014
4002AF	7/31/2014 - 6/30/2015
4002AG	7/31/2014 - 6/30/2015
4002AH	8/15/2014 - 9/30/2014
4002AJ	8/13/2014 - 6/30/2015
4002AK	9/25/2014 - 6/30/2015
4002AL	9/25/2014 - 6/30/2015
4002AM	9/25/2014 - 6/30/2015
6000	11/22/2013 - 11/21/2014
6001	7/1/2014 - 6/30/2015
6002AA	7/3/2014 - 6/30/2015
6002AB	7/31/2014 - 6/30/2015
6002AC	7/31/2014 - 6/30/2015
6002AD	9/25/2014 - 6/30/2015
7000	11/22/2014 - 11/21/2015
7001AA	11/22/2014 - 11/21/2015
7001AB	11/22/2014 - 9/30/2015
7001AC	12/24/2014 - 9/30/2015
7001AD	12/24/2014 - 9/30/2015
7001AE	12/24/2014 - 9/30/2015
7001AF	12/24/2014 - 9/30/2015
7001AG	12/24/2014 - 9/30/2015
7001AH	12/24/2014 - 9/30/2015
7001AJ	1/29/2015 - 9/30/2015
7001AK	1/29/2015 - 9/30/2015
7001AL	3/30/2015 - 9/30/2015
7001AM	4/17/2015 - 9/30/2015
7001AN	4/17/2015 - 9/30/2015
7001AP	4/17/2015 - 9/30/2015
7001AQ	4/17/2015 - 9/30/2015
7001AR	4/17/2015 - 9/30/2015
7001AS	4/17/2015 - 9/30/2015
7001AT	4/17/2015 - 9/30/2015

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7001AU	4/17/2015 - 9/30/2015
7001AV	4/17/2015 - 9/30/2015
7001AW	4/17/2015 - 9/30/2015
7001AX	4/17/2015 - 9/30/2015
7001AY	4/17/2015 - 9/30/2015
7001AZ	5/18/2015 - 9/30/2015
7001BA	5/18/2015 - 11/21/2015
7001BB	5/18/2015 - 11/21/2015
7001BC	5/18/2015 - 11/21/2015
7001BD	5/19/2015 - 9/30/2015
7001BE	5/19/2015 - 9/30/2015
7001BF	5/19/2015 - 9/30/2015
7001BG	5/19/2015 - 9/30/2015
7001BH	7/29/2015 - 9/30/2015
7001BJ	9/4/2015 - 11/21/2015
7001BK	9/4/2015 - 11/21/2015
7001BL	9/4/2015 - 11/21/2015
7001BM	9/4/2015 - 11/21/2015
7001BN	9/4/2015 - 11/21/2015
7001BP	9/4/2015 - 11/21/2015
7001BQ	9/4/2015 - 11/21/2015
7001BR	9/4/2015 - 11/21/2015
7001BS	9/4/2015 - 11/21/2015
7001BT	9/4/2015 - 11/21/2015
7001BU	9/4/2015 - 11/21/2015
7200	11/22/2015 - 5/21/2018
7201AA	11/22/2015 - 9/30/2016
7201AB	11/22/2015 - 9/30/2016
7201AC	11/22/2015 - 9/30/2016
7201AD	11/22/2015 - 9/30/2016
7201AE	11/22/2015 - 9/30/2016
7201AF	11/22/2015 - 2/28/2016
7201AG	11/22/2015 - 2/28/2016
7201AH	11/22/2015 - 2/28/2016
7201AJ	11/22/2015 - 9/30/2016
7201AK	11/22/2015 - 9/30/2016
7201AL	11/22/2015 - 9/30/2016
7201AM	11/22/2015 - 9/30/2016
7201AN	11/22/2015 - 9/30/2016
7201AP	11/22/2015 - 9/30/2016
7201AQ	11/22/2015 - 9/30/2016
7201AR	11/22/2015 - 9/30/2016
7201AS	11/22/2015 - 9/30/2016

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7201AT	11/22/2015 - 9/30/2016
7201AU	2/3/2016 - 9/30/2016
7201AV	2/3/2016 - 9/30/2016
7201AW	2/3/2016 - 11/21/2016
7201AX	2/3/2016 - 11/21/2016
7201AY	2/3/2016 - 11/21/2016
7201AZ	2/3/2016 - 2/28/2016
7201BA	1/26/2016 - 9/30/2016
7201BB	3/2/2016 - 9/30/2016
7201BC	3/2/2016 - 9/30/2016
7201BD	3/2/2016 - 9/30/2016
7201BE	3/2/2016 - 9/30/2016
7201BF	2/25/2016 - 9/30/2016
7201BG	3/2/2016 - 9/30/2016
7201BH	3/2/2016 - 9/30/2016
7201BJ	3/2/2016 - 9/30/2016
7201BK	3/2/2016 - 9/30/2016
7201BL	4/29/2016 - 9/30/2016
7201BM	4/29/2016 - 9/30/2016
7201BN	4/29/2016 - 11/21/2016
7201BP	4/21/2016 - 11/21/2016
7201BQ	4/29/2016 - 11/21/2016
7201BR	4/29/2016 - 11/21/2016
7201BS	8/8/2016 - 9/30/2016
7201BT	8/25/2016 - 9/30/2016
7201BU	8/25/2016 - 12/31/2016
7201BV	9/23/2016 - 12/31/2016
7201BW	9/23/2016 - 12/31/2016
7201BX	9/28/2016 - 5/21/2017
7201BY	10/25/2016 - 5/21/2017
7201BZ	10/25/2016 - 5/21/2017
7201CA	11/22/2016 - 5/21/2017
7201CB	11/22/2016 - 5/21/2017
7201CC	11/22/2016 - 11/21/2017
7201CD	11/22/2016 - 5/21/2017
7201CE	11/22/2016 - 5/21/2017
7201CF	12/7/2016 - 5/21/2017
7201CG	1/11/2017 - 5/21/2017
7201CH	2/13/2017 - 5/21/2017
7201CJ	3/28/2017 - 11/21/2017
7201CK	3/28/2017 - 11/21/2017
7201CL	4/26/2017 - 11/21/2017
7201CM	4/26/2017 - 12/8/2017

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7201CN	5/17/2017 - 9/30/2017
7201CP	6/30/2017 - 9/30/2017
7201CQ	8/16/2017 - 9/30/2017
7201CR	8/16/2017 - 9/30/2017
7201CS	9/6/2017 - 2/2/2018
7201CT	11/21/2017 - 5/21/2018
7201CU	2/7/2018 - 5/21/2018
9000	11/22/2014 - 11/21/2015
9001AA	11/19/2014 - 11/21/2015
9001AB	12/24/2014 - 9/30/2015
9001AC	1/29/2015 - 9/30/2015
9001AD	1/29/2015 - 9/30/2015
9001AE	3/30/2015 - 9/30/2015
9001AF	4/17/2015 - 9/30/2015
9001AG	7/29/2015 - 9/30/2015
9200	11/22/2015 - 5/21/2018
9201AA	11/22/2015 - 9/30/2016
9201AB	3/2/2016 - 9/30/2016
9201AC	8/25/2016 - 8/24/2017
9201AD	9/28/2016 - 5/21/2017
9201AE	11/22/2016 - 5/21/2017
9201AF	6/30/2017 - 9/30/2017
9201AG	8/16/2017 - 9/30/2017
9201AH	11/21/2017 - 5/21/2018

#### CLIN - DELIVERIES OR PERFORMANCE

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

4000	11/22/2013 - 11/21/2014
4001	7/1/2014 - 6/30/2015
4002AA	7/3/2014 - 11/21/2014
4002AB	7/3/2014 - 9/30/2014
4002AC	7/3/2014 - 6/30/2015
4002AD	7/11/2014 - 9/30/2014
4002AE	7/11/2014 - 9/30/2014
4002AF	7/31/2014 - 6/30/2015
4002AG	7/31/2014 - 6/30/2015
4002AH	8/15/2014 - 9/30/2014
4002AJ	8/13/2014 - 6/30/2015
4002AK	9/25/2014 - 6/30/2015
4002AL	9/25/2014 - 6/30/2015

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4002AM	9/25/2014 - 6/30/2015
6000	11/22/2013 - 11/21/2014
6001	7/1/2014 - 6/30/2015
6002AA	7/3/2014 - 6/30/2015
6002AB	7/31/2014 - 6/30/2015
6002AC	7/31/2014 - 6/30/2015
6002AD	9/25/2014 - 6/30/2015
7000	11/22/2014 - 11/21/2015
7001AA	11/22/2014 - 11/21/2015
7001AB	11/22/2014 - 9/30/2015
7001AC	12/24/2014 - 9/30/2015
7001AD	12/24/2014 - 9/30/2015
7001AE	12/24/2014 - 9/30/2015
7001AF	12/24/2014 - 9/30/2015
7001AG	12/24/2014 - 9/30/2015
7001AH	12/24/2014 - 9/30/2015
7001AJ	1/29/2015 - 9/30/2015
7001AK	1/29/2015 - 9/30/2015
7001AL	3/30/2015 - 9/30/2015
7001AM	4/17/2015 - 9/30/2015
7001AN	4/17/2015 - 9/30/2015
7001AP	4/17/2015 - 9/30/2015
7001AQ	4/17/2015 - 9/30/2015
7001AR	4/17/2015 - 9/30/2015
7001AS	4/17/2015 - 9/30/2015
7001AT	4/17/2015 - 9/30/2015
7001AU	4/17/2015 - 9/30/2015
7001AV	4/17/2015 - 9/30/2015
7001AW	4/17/2015 - 9/30/2015
7001AX	4/17/2015 - 9/30/2015
7001AY	4/17/2015 - 9/30/2015
7001AZ	5/18/2015 - 9/30/2015
7001BA	5/18/2015 - 11/21/2015
7001BB	5/18/2015 - 11/21/2015
7001BC	5/18/2015 - 11/21/2015
7001BD	5/19/2015 - 9/30/2015
7001BE	5/19/2015 - 9/30/2015
7001BF	5/19/2015 - 9/30/2015
7001BG	5/19/2015 - 9/30/2015
7001BH	7/29/2015 - 9/30/2015
7001BJ	9/4/2015 - 11/21/2015
7001BK	9/4/2015 - 11/21/2015
7001BL	9/4/2015 - 11/21/2015

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7001BM	9/4/2015 - 11/21/2015
7001BN	9/4/2015 - 11/21/2015
7001BP	9/4/2015 - 11/21/2015
7001BQ	9/4/2015 - 11/21/2015
7001BR	9/4/2015 - 11/21/2015
7001BS	9/4/2015 - 11/21/2015
7001BT	9/4/2015 - 11/21/2015
7001BU	9/4/2015 - 11/21/2015
7200	11/22/2015 - 5/21/2018
7201AA	11/22/2015 - 9/30/2016
7201AB	11/22/2015 - 9/30/2016
7201AC	11/22/2015 - 9/30/2016
7201AD	11/22/2015 - 9/30/2016
7201AE	11/22/2015 - 9/30/2016
7201AF	11/22/2015 - 2/28/2016
7201AG	11/22/2015 - 2/28/2016
7201AH	11/22/2015 - 2/28/2016
7201AJ	11/22/2015 - 9/30/2016
7201AK	11/22/2015 - 9/30/2016
7201AL	11/22/2015 - 9/30/2016
7201AM	11/22/2015 - 9/30/2016
7201AN	11/22/2015 - 9/30/2016
7201AP	11/22/2015 - 9/30/2016
7201AQ	11/22/2015 - 9/30/2016
7201AR	11/22/2015 - 9/30/2016
7201AS	11/22/2015 - 9/30/2016
7201AT	11/22/2015 - 9/30/2016
7201AU	2/3/2016 - 9/30/2016
7201AV	2/3/2016 - 9/30/2016
7201AW	2/3/2016 - 11/21/2016
7201AX	2/3/2016 - 11/21/2016
7201AY	2/3/2016 - 11/21/2016
7201AZ	2/3/2016 - 2/28/2016
7201BA	1/26/2016 - 9/30/2016
7201BB	3/2/2016 - 9/30/2016
7201BC	3/2/2016 - 9/30/2016
7201BD	3/2/2016 - 9/30/2016
7201BE	3/2/2016 - 9/30/2016
7201BF	2/25/2016 - 9/30/2016
7201BG	3/2/2016 - 9/30/2016
7201BH	3/2/2016 - 9/30/2016
7201BJ	3/2/2016 - 9/30/2016
7201BK	3/2/2016 - 9/30/2016



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7201BL	4/29/2016 - 9/30/2016
7201BM	4/29/2016 - 9/30/2016
7201BN	4/29/2016 - 11/21/2016
7201BP	4/21/2016 - 11/21/2016
7201BQ	4/29/2016 - 11/21/2016
7201BR	4/29/2016 - 11/21/2016
7201BS	8/8/2016 - 9/30/2016
7201BT	8/25/2016 - 9/30/2016
7201BU	8/25/2016 - 12/31/2016
7201BV	9/23/2016 - 12/31/2016
7201BW	9/23/2016 - 12/31/2016
7201BX	9/28/2016 - 5/21/2017
7201BY	10/25/2016 - 5/21/2017
7201BZ	10/25/2016 - 5/21/2017
7201CA	11/22/2016 - 5/21/2017
7201CB	11/22/2016 - 5/21/2017
7201CC	11/22/2016 - 11/21/2017
7201CD	11/22/2016 - 5/21/2017
7201CE	11/22/2016 - 5/21/2017
7201CF	12/7/2016 - 5/21/2017
7201CG	1/11/2017 - 5/21/2017
7201CH	2/13/2017 - 5/21/2017
7201CJ	3/28/2017 - 11/21/2017
7201CK	3/28/2017 - 11/21/2017
7201CL	4/26/2017 - 11/21/2017
7201CM	4/26/2017 - 12/8/2017
7201CN	5/17/2017 - 9/30/2017
7201CP	6/30/2017 - 9/30/2017
7201CQ	8/16/2017 - 9/30/2017
7201CR	8/16/2017 - 9/30/2017
7201CS	9/6/2017 - 2/2/2018
7201CT	11/21/2017 - 5/21/2018
7201CU	2/7/2018 - 5/21/2018
9000	11/22/2014 - 11/21/2015
9001AA	11/19/2014 - 11/21/2015
9001AB	12/24/2014 - 9/30/2015
9001AC	1/29/2015 - 9/30/2015
9001AD	1/29/2015 - 9/30/2015
9001AE	3/30/2015 - 9/30/2015
9001AF	4/17/2015 - 9/30/2015
9001AG	7/29/2015 - 9/30/2015
9200	11/22/2015 - 5/21/2018
9201AA	11/22/2015 - 9/30/2016

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9201AB	3/2/2016 - 9/30/2016
9201AC	8/25/2016 - 8/24/2017
9201AD	9/28/2016 - 5/21/2017
9201AE	11/22/2016 - 5/21/2017
9201AF	6/30/2017 - 9/30/2017
9201AG	8/16/2017 - 9/30/2017
9201AH	11/21/2017 - 5/21/2018

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

4100	11/22/2013 - 11/21/2014
6100	11/22/2013 - 11/21/2014
7100	11/22/2014 - 11/21/2015
7300	11/22/2015 - 11/21/2016
9100	11/22/2014 - 11/21/2015
9300	11/22/2015 - 11/21/2016

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## SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this TO, unless otherwise specified in this TO.

### 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.

### SECURITY ADMINISTRATION

The highest level of security required under this TO is Secret as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

### CNIN-G-0001                      Invoicing Documentation for Cost Vouchers (JULY 2015)

Supporting cost voucher documentation in Wide Area Workflow (WAWF) shall be provided in contractor specified format and shall include the following information. This level of detail is required at both the job order (JO) or task order (TO) level and Technical Instruction (TI) level. The supporting data should clearly reflect the JO/TO and TI number for which it applies. For other than firm fixed price subcontracts, subcontractors are also required to provide the same level of supporting detail as the prime contractor. Supporting documentation may be encrypted before submission to the prime contractor for WAWF cost voucher submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR) as required. Failure to comply may result in an unfavorable CPARS rating in the area of regulation compliance.

Cost Elements	
Direct Labor	Total direct labor costs billed for current billing period and cumulative. This includes sub-contractor direct labor. If there are different labor pools, they should be included separately (e.g., on-site, off-site, prime, subK, etc).
Other Direct Costs	Total ODC costs billed for current billing period and cumulative
Indirect Costs	Total indirect costs billed for current billing period and cumulative. If there are different indirect pools, they should be included separately (e.g., Fringe, OH, G&A, etc.). The indirect pool percentage shall be included.
Fee	Total fee billed for current billing period and cumulative.
Invoice Subtotal	Sub-total costs billed for current billing period and cumulative.
Adjustments	Any adjustments to billed costs for current billing period and cumulative.
Invoice Total	Total costs billed for current billing period and cumulative.
<b>Labor Detail (Prime and Subcontractor)</b>	
Employee name	
Labor category	
Direct labor rate by employee	
Loaded labor rate by employee	
Current period hours (OT hours identified separately)	
Current period direct labor costs	
Cumulative hours (OT hours identified separately)	
Cumulative direct labor costs	

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**Non-Labor Detail – detail provided for current billing period only**

Travel	Destination, dates, traveler name, total trip costs (includes subK travel)
Material*	Detailed description of item and total item costs (includes subK material)
ODCs*	Covers items that are not material or travel (e.g., training, conference costs, etc). Detailed description of item and total item costs (includes subK ODC)

\*Copies of invoices and/or receipts for Material/ODC purchases shall be included.

**CLIN/SLIN Detail – Information should be a cumulative total invoiced against each CLIN/SLIN**

CLIN/SLIN	SLIN being billed
ACRN	ACRN being billed
TO/TI	TO and/or TI number
Amount Funded	Amount funded on each SLIN
Current	Amount billed in current billing period
Cumulative	Cumulative amount billed against SLIN
Balance	Remaining balance on SLIN

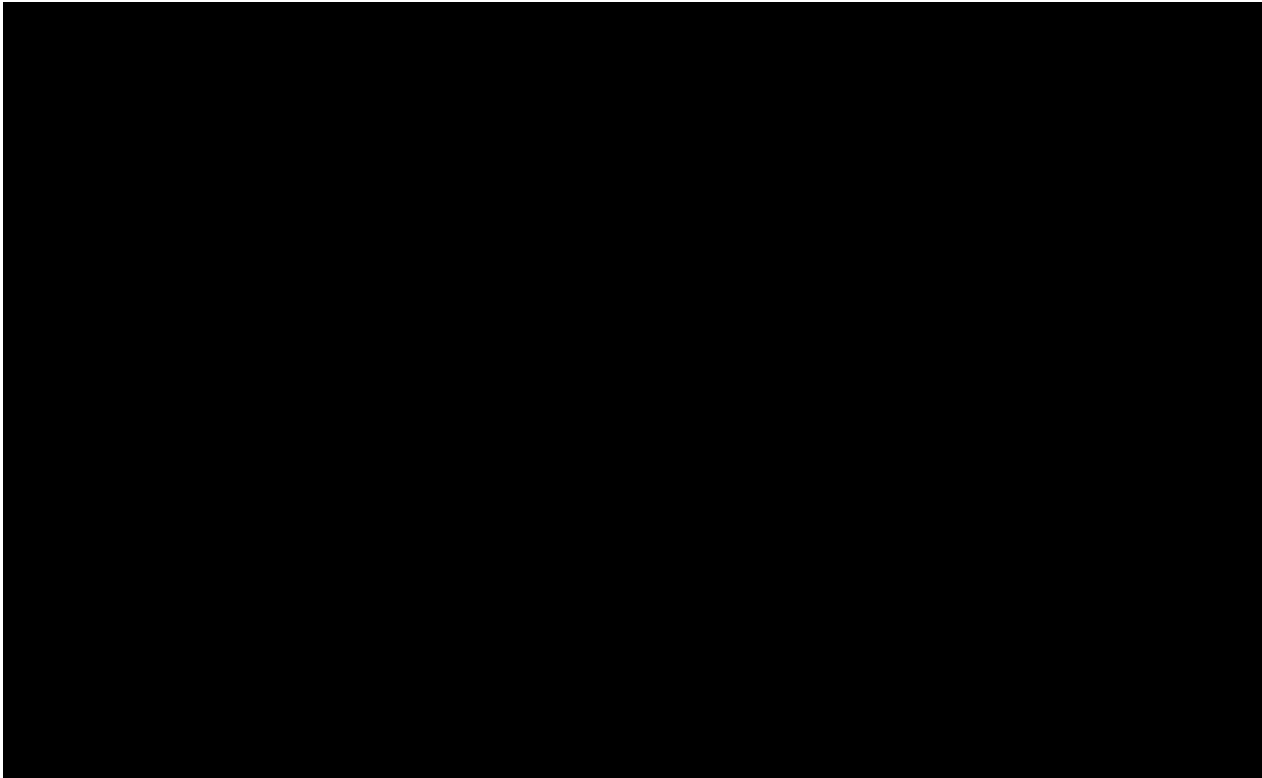
**HQ G-2-0002 CONTRACT ADMINISTRATION DATA**

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

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

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

**252.232-7006 Wide Area WorkFlow Payment Instructions.**

As prescribed in [REDACTED] (b), use the following clause:

**WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

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

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

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

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

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

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

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(1) Have a designated electronic business point of contact in the System for Award Management at [REDACTED] and

(2) Be registered to use WAWF at [REDACTED] 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 [REDACTED]

(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	GQ0337
Issue By DoDAAC	N00164
Admin DoDAAC	S3915A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00164
Service Acceptor (DoDAAC)	N00164
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A

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DCAA Auditor DoDAAC	HAA721
Other DoDAAC(s)	N/A

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


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



(g) *WAWF point of contact.*

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

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(2) For technical WAWF help, contact the WAWF helpdesk at 

**SPECIAL INVOICE INSTRUCTIONS**

Each SLIN that provides funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLINs and ACRNs as identified in Sections B, F & G.

**In accordance with (DFARS) PGI 204.7108 “Other”(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS** the following payment instructions apply to CLIN 4000 and 6000 only:

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

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

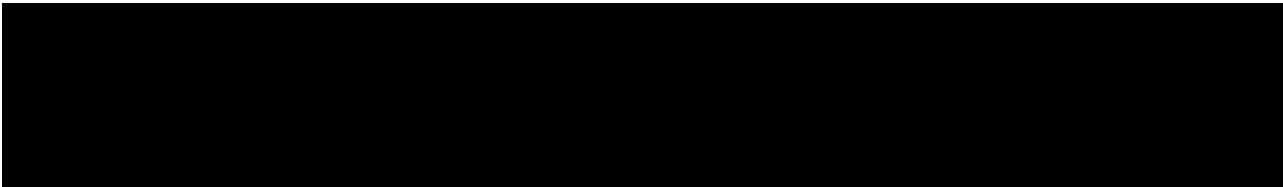
**PAYMENT INSTRUCTIONS PGI 204.7108(d)(1)**

**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.

**TO ORDER RATES**

The following rates have been approved for this TO.

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The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

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.

**CONSENT TO SUBCONTRACT**

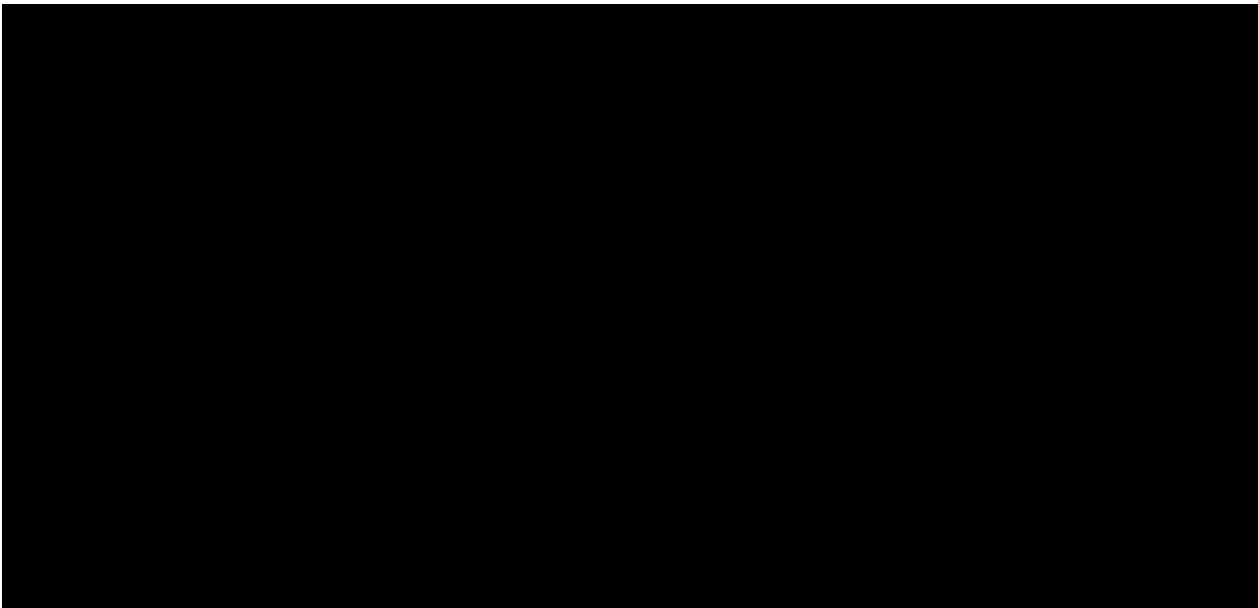
For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this TO:

- A-T Solutions
- Risk Mitigation Government Services

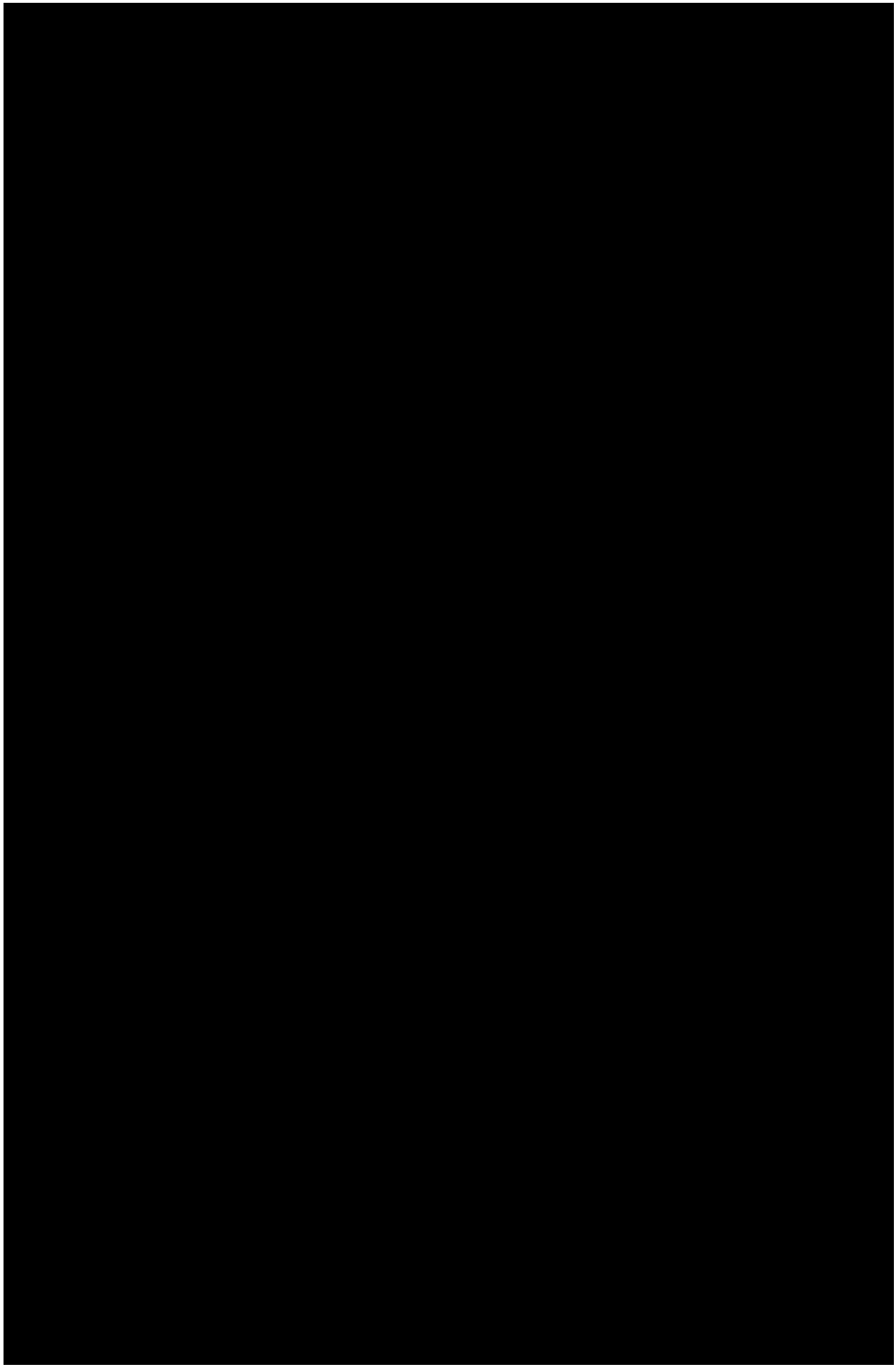
**CLAUSES INCORPORATED BY REFERENCE:**

- 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)
- 252.204-7006 Billing Instructions (OCT 2005)

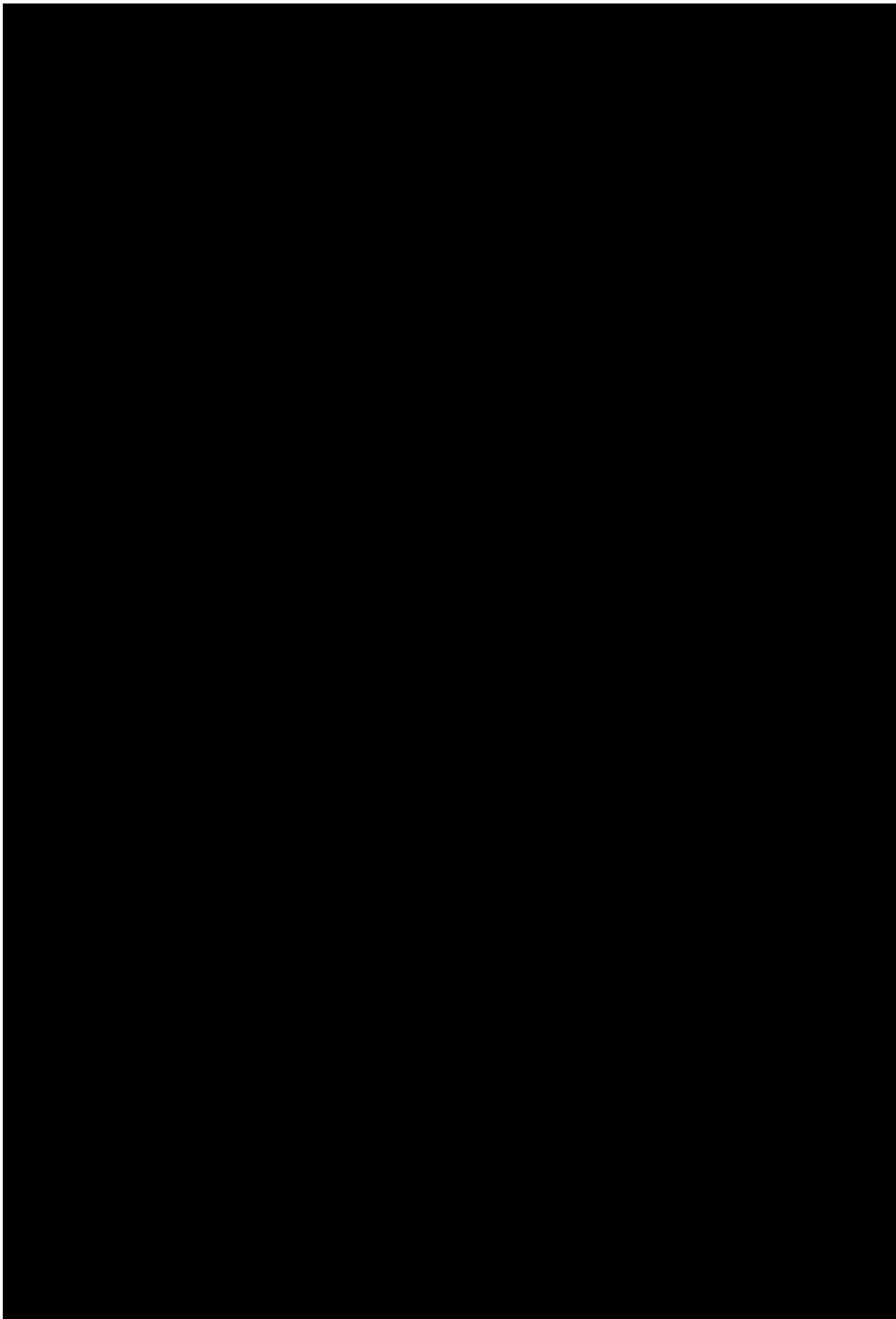




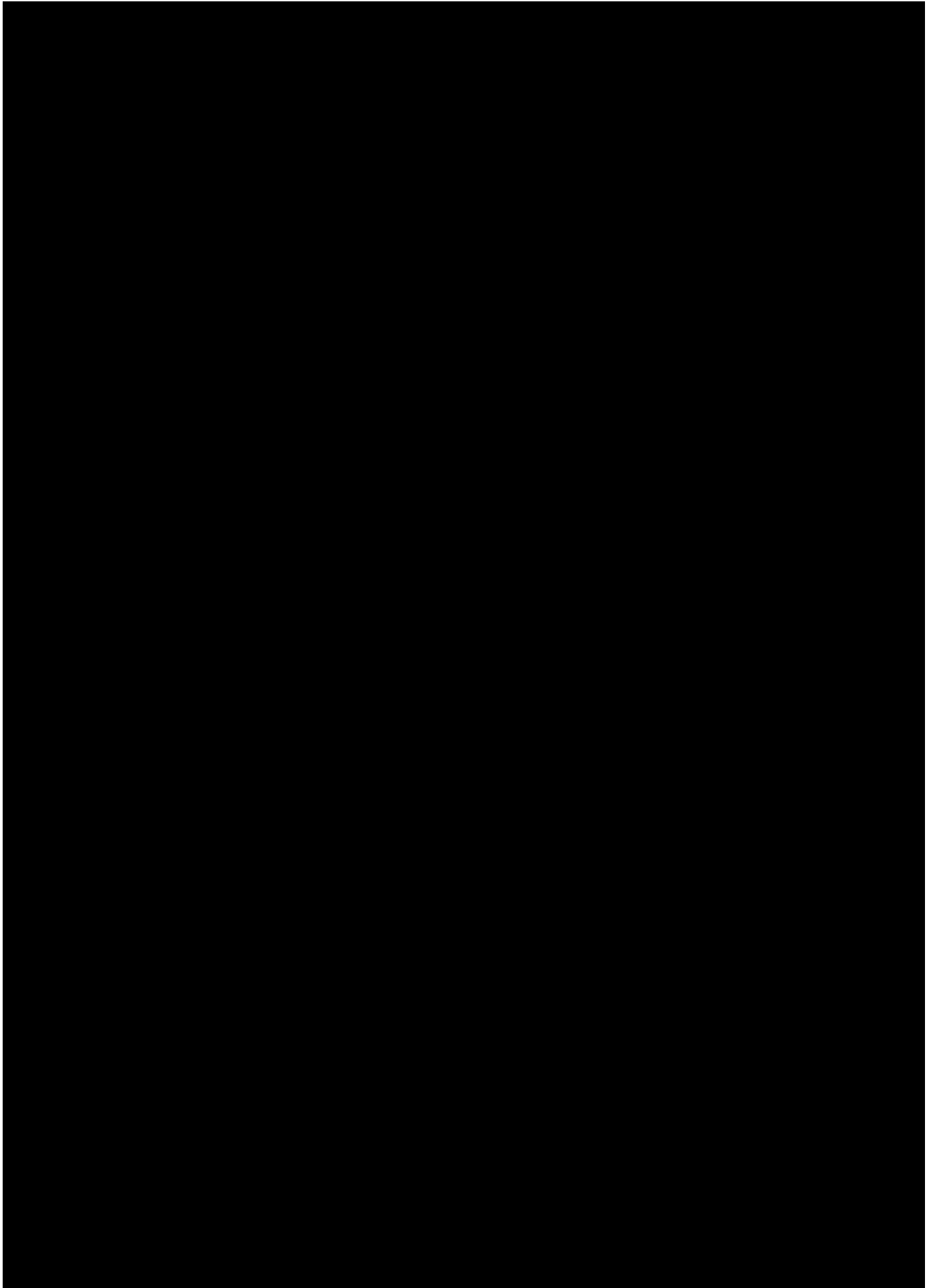
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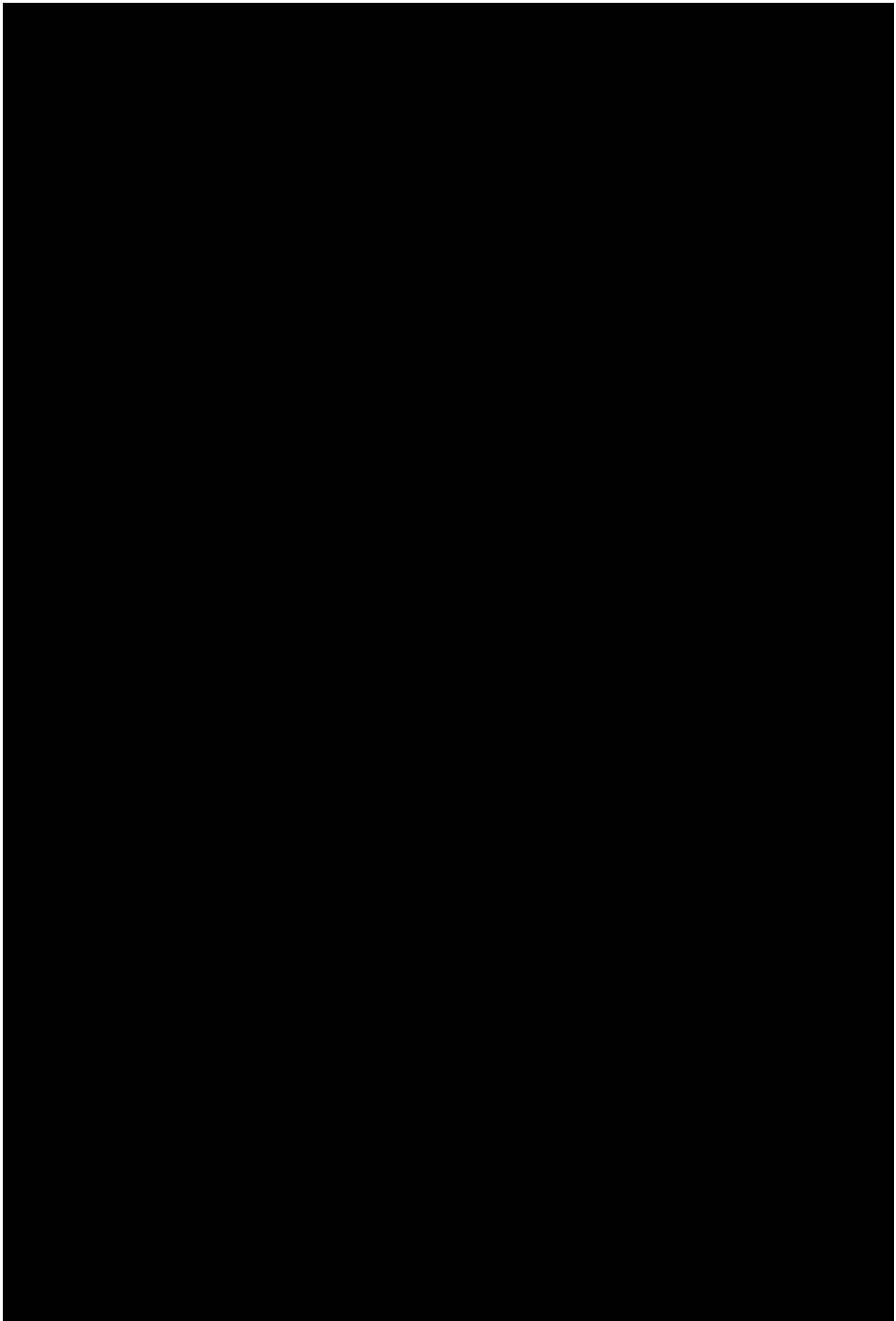
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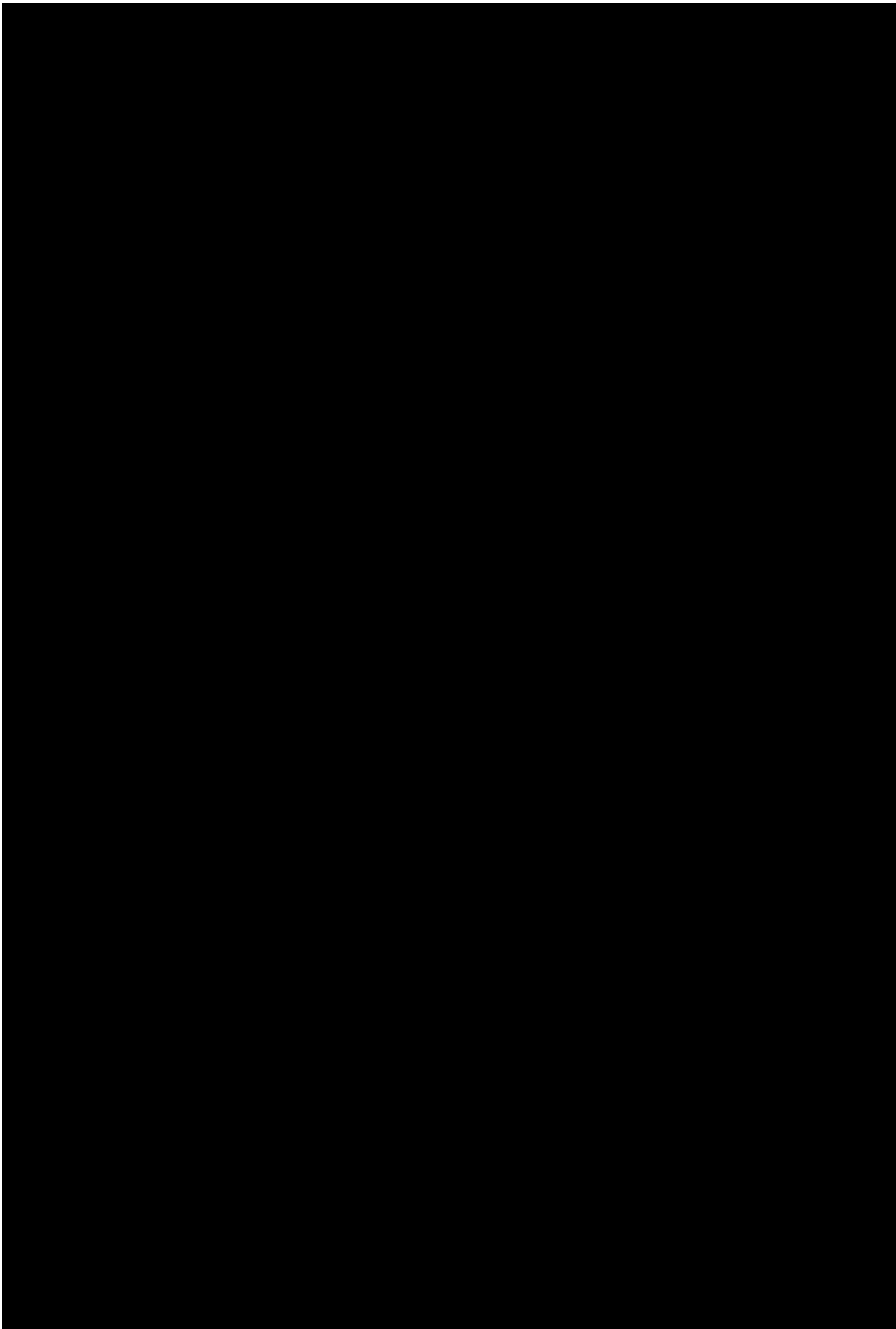
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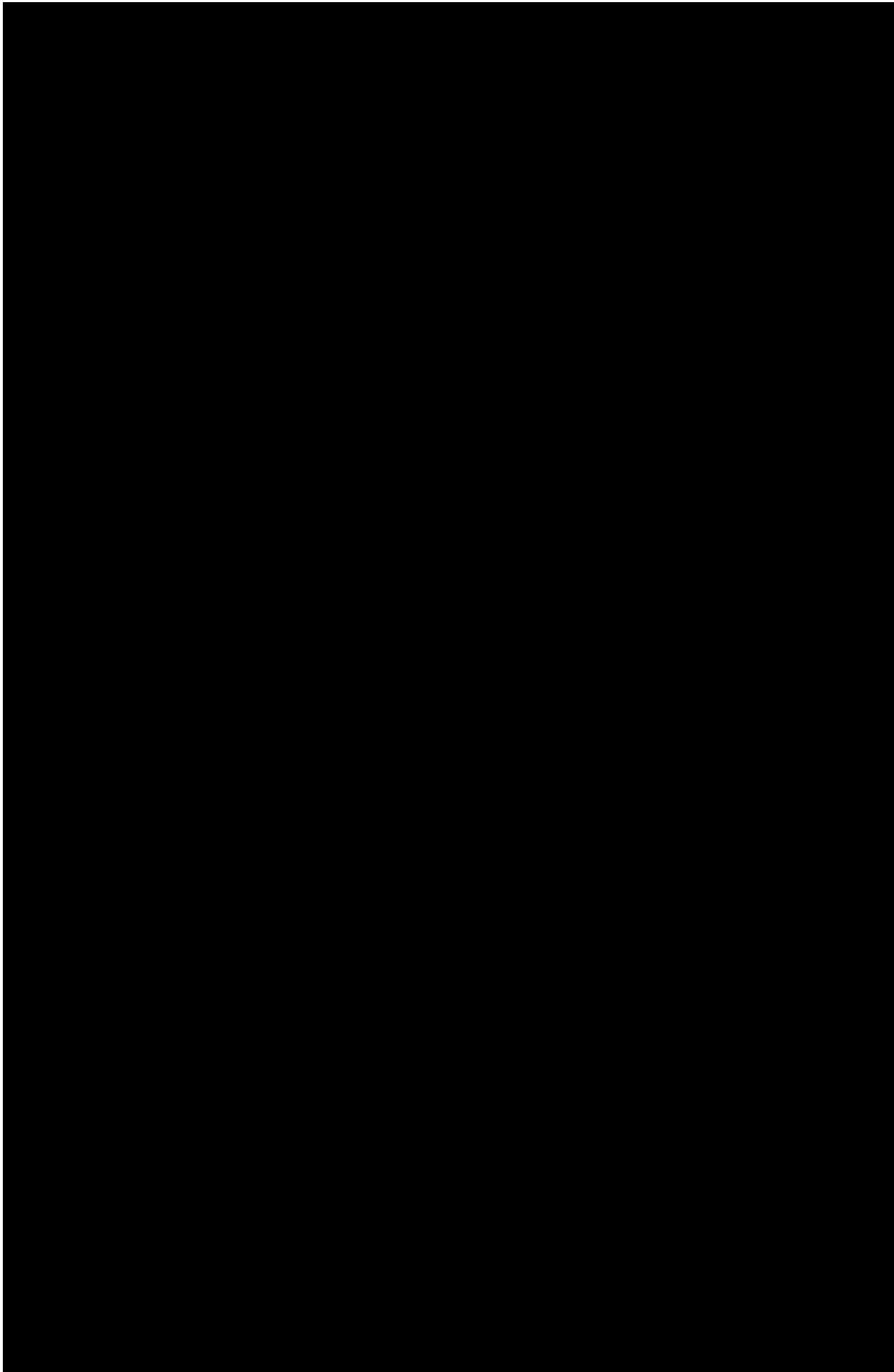
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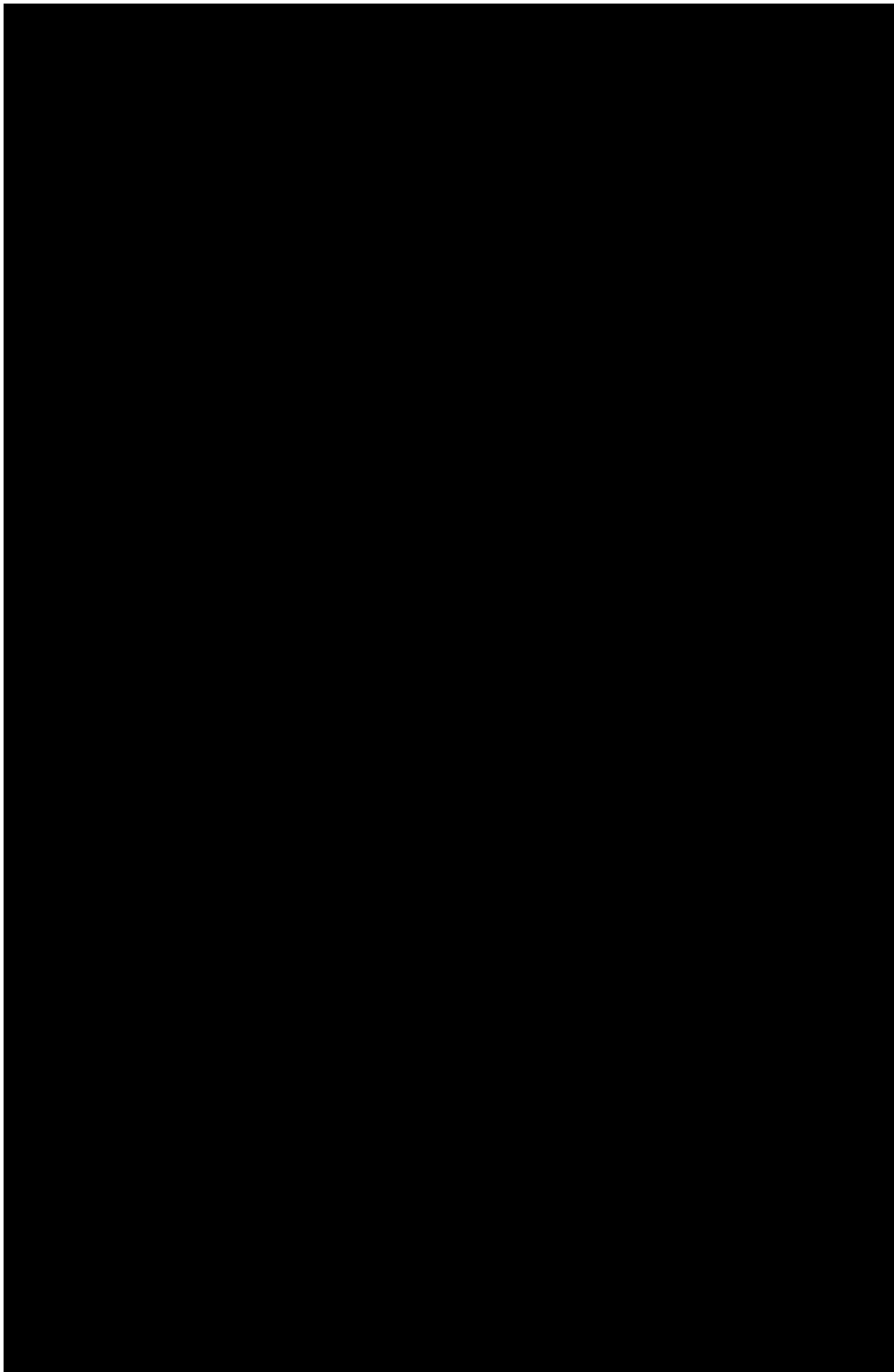
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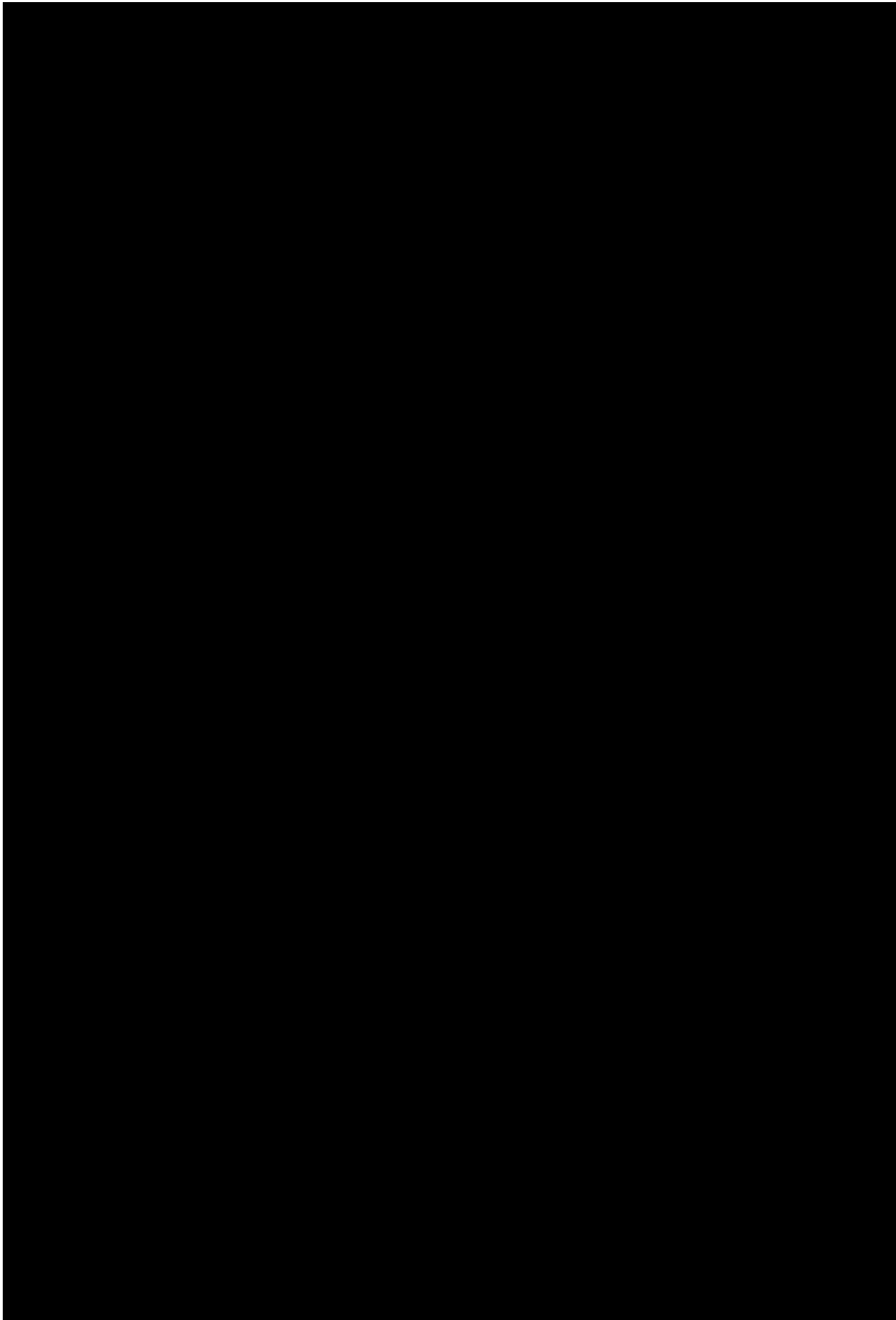
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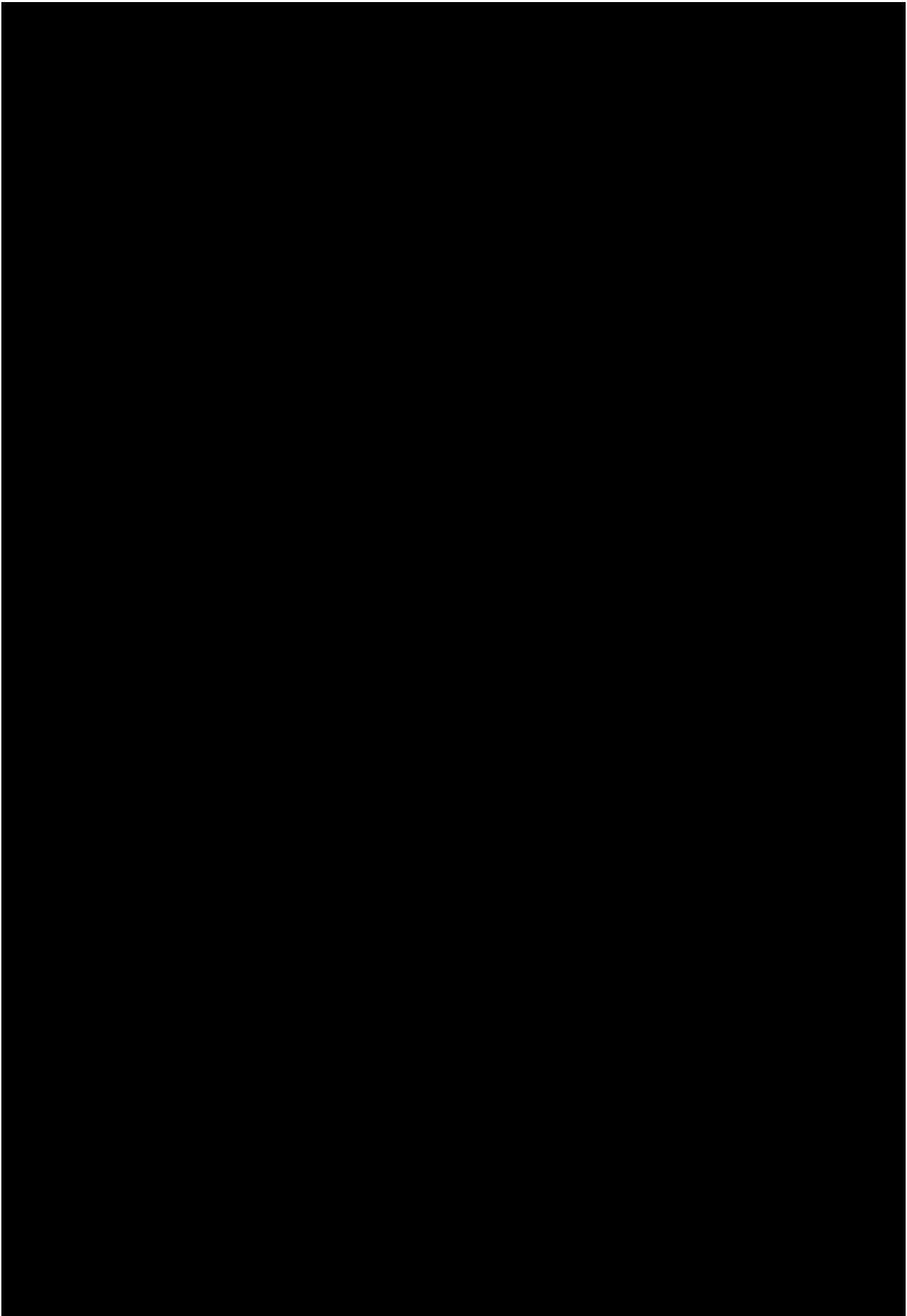


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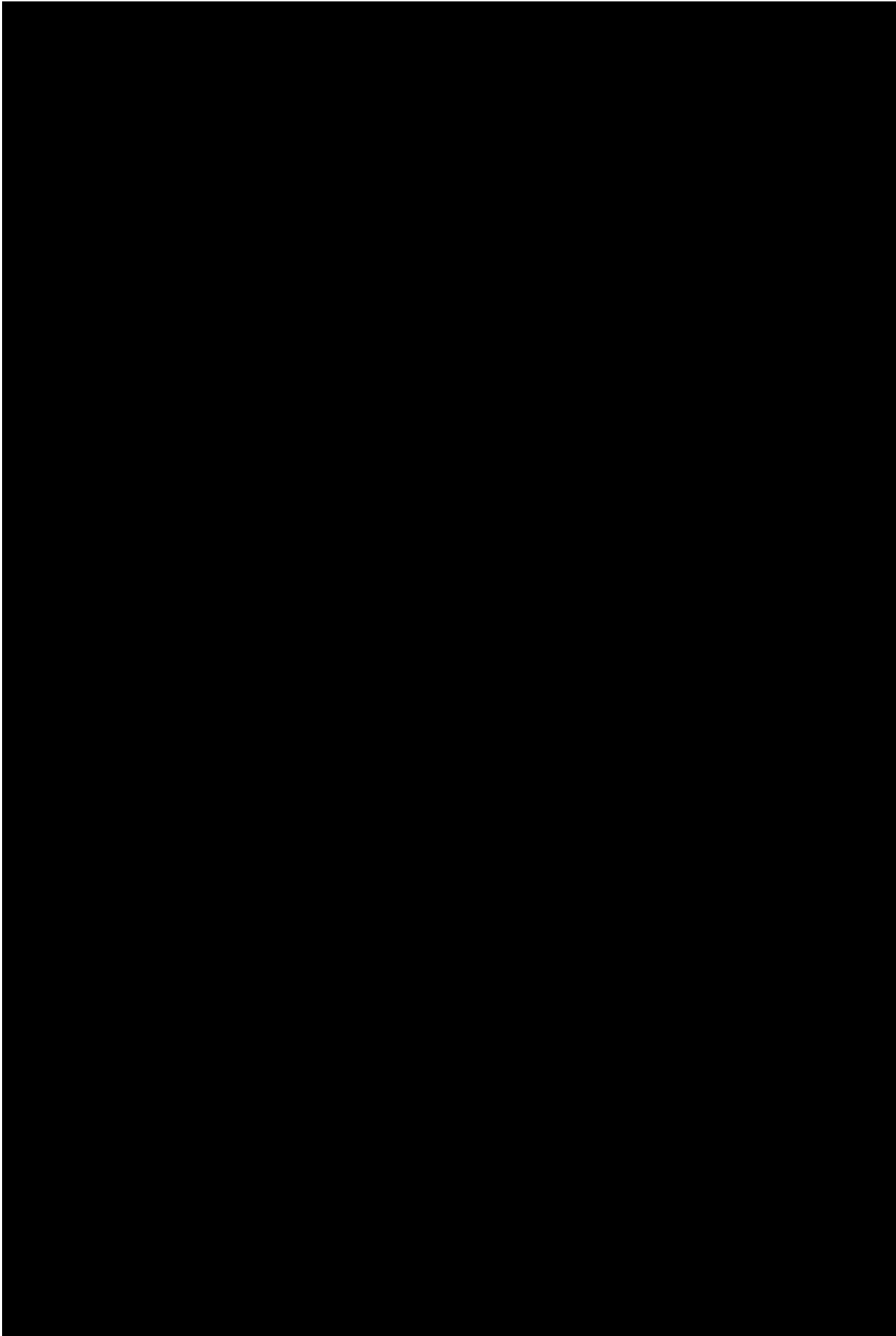




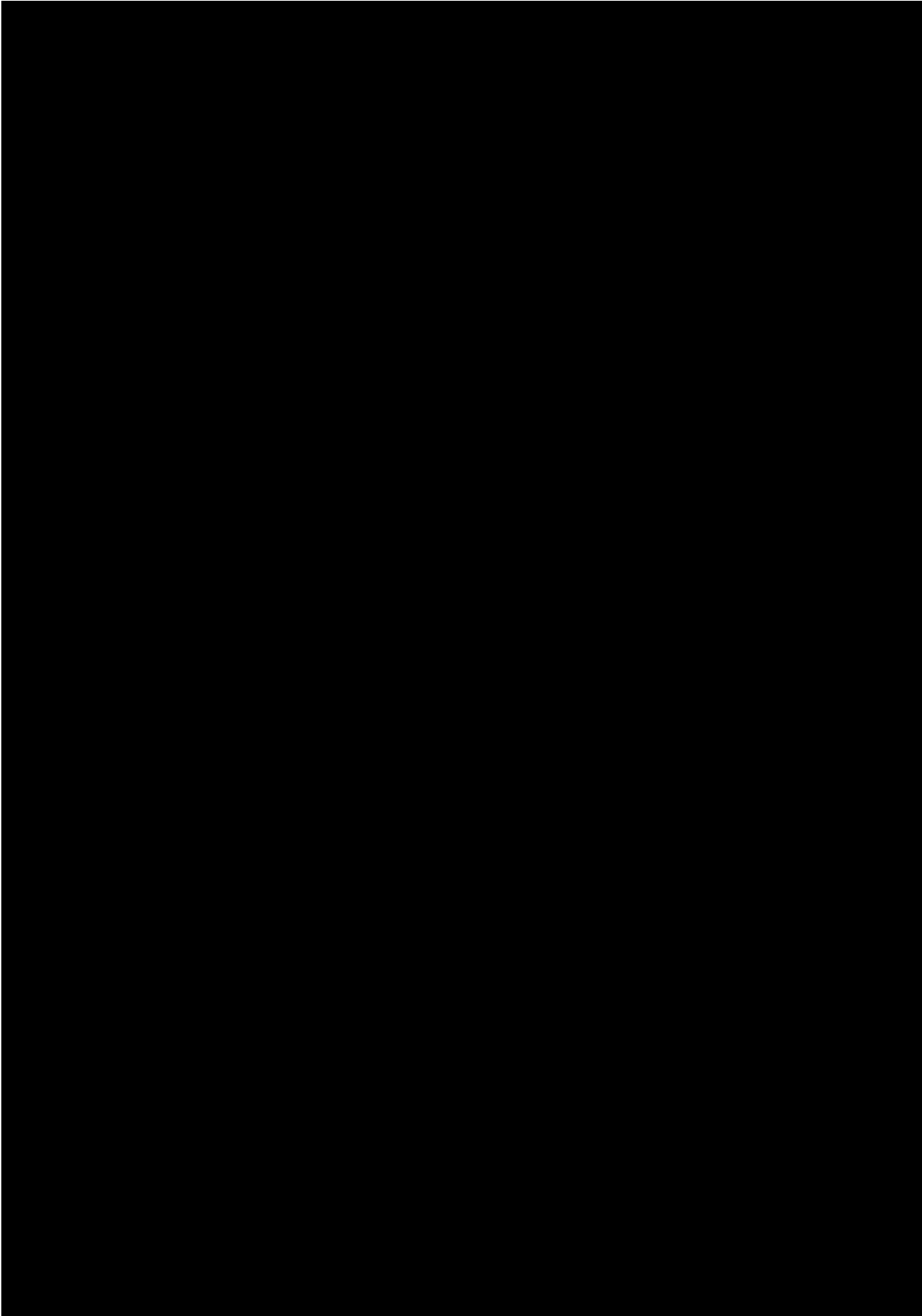
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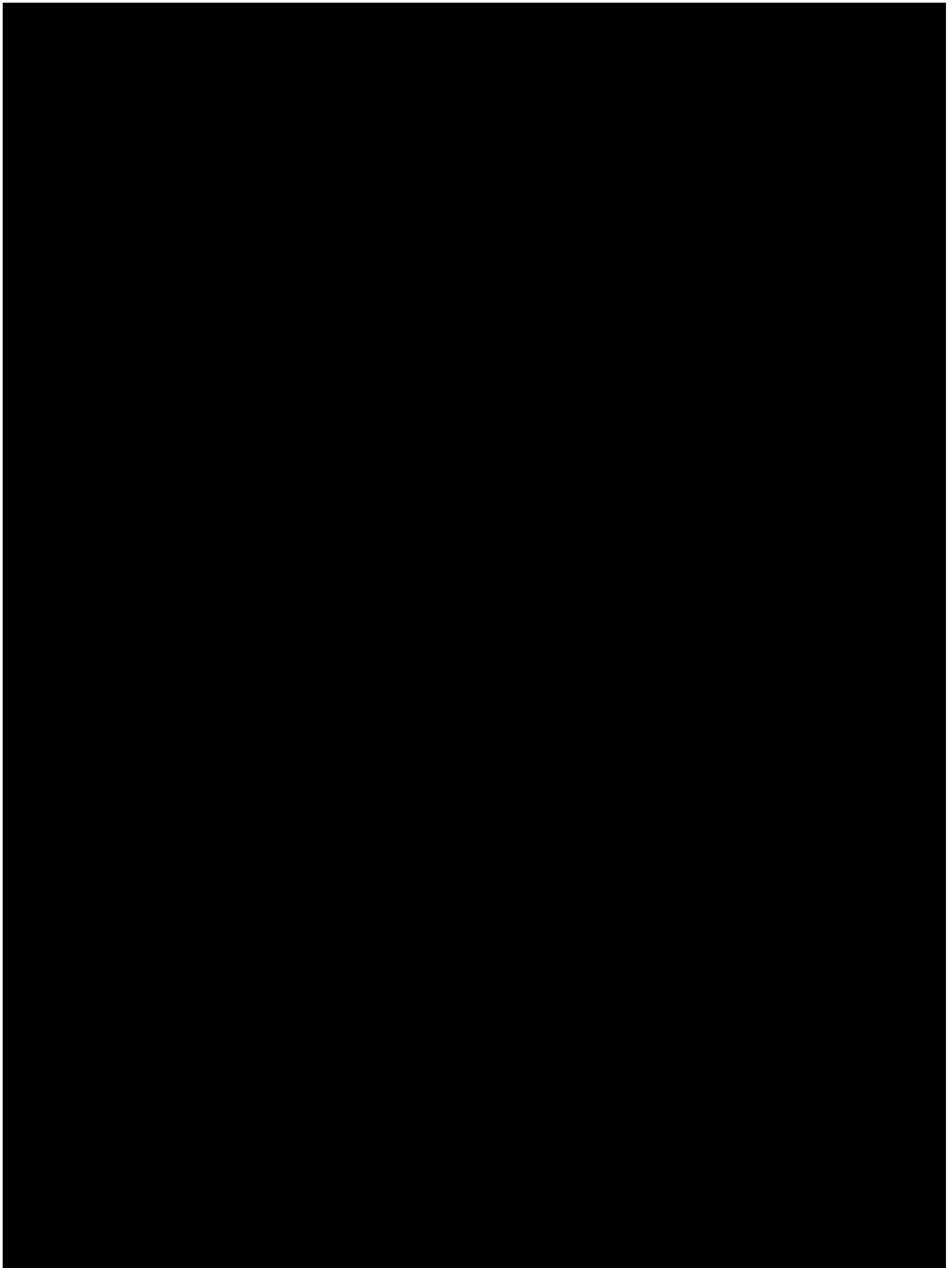
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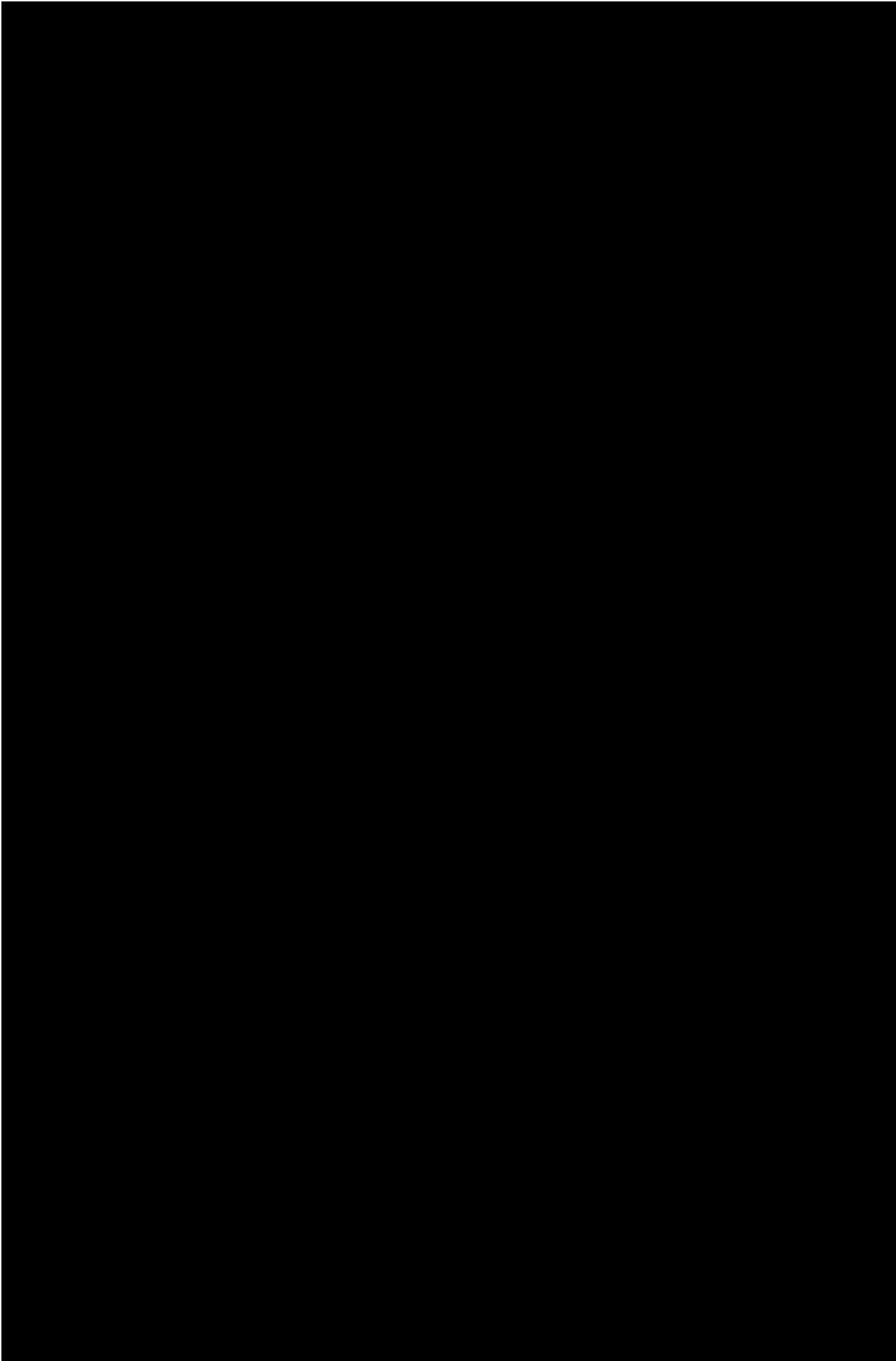
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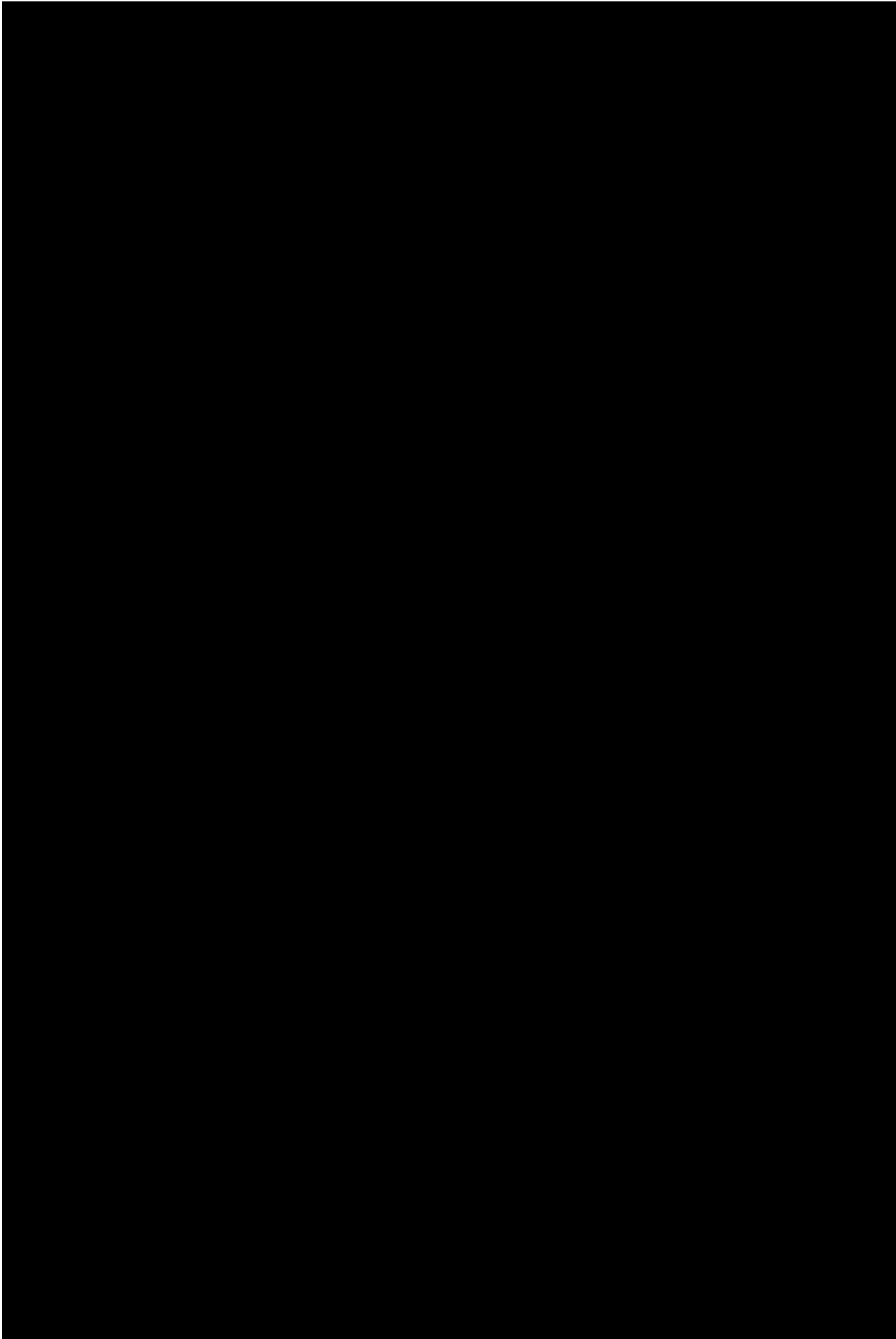
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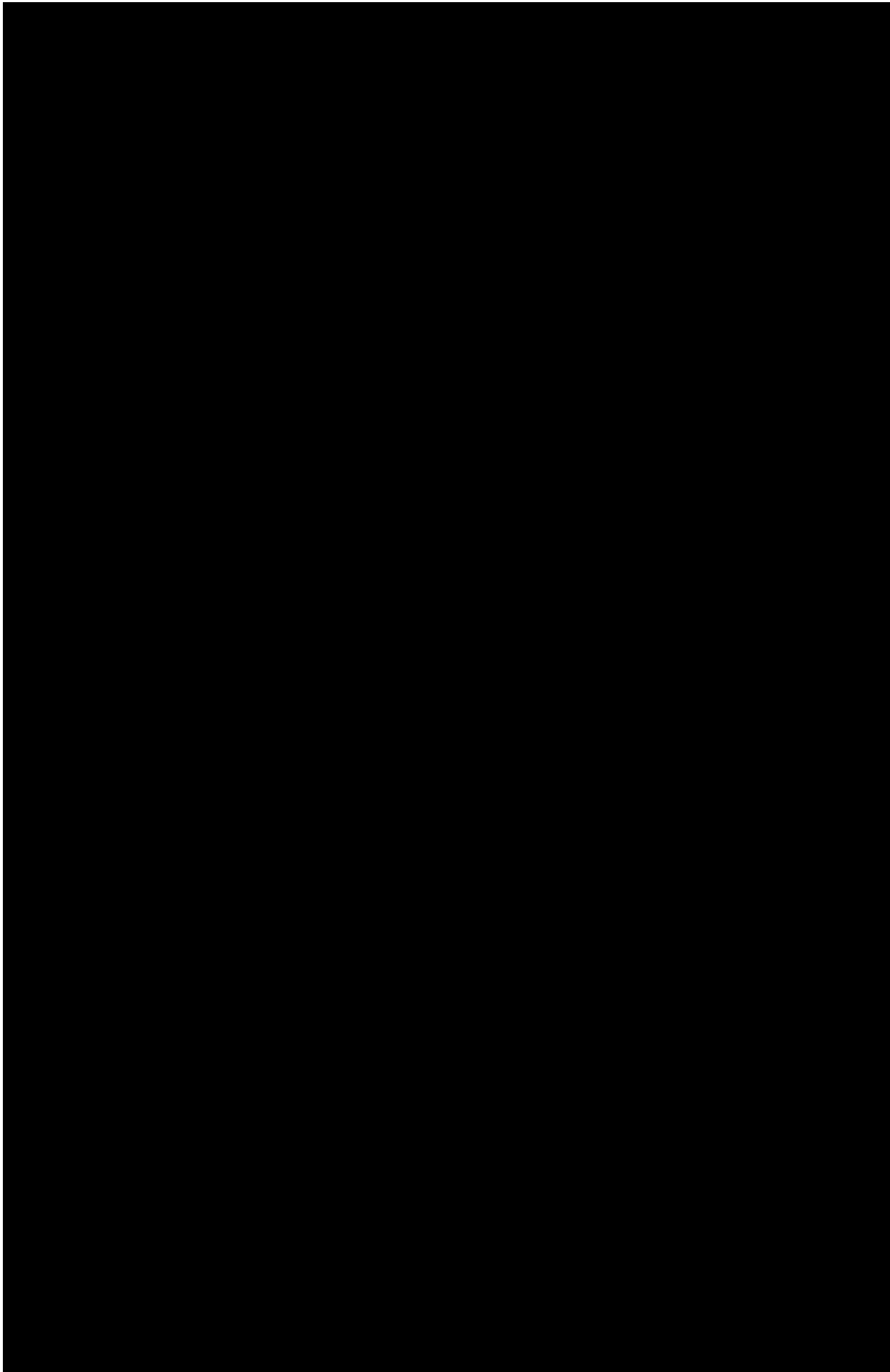
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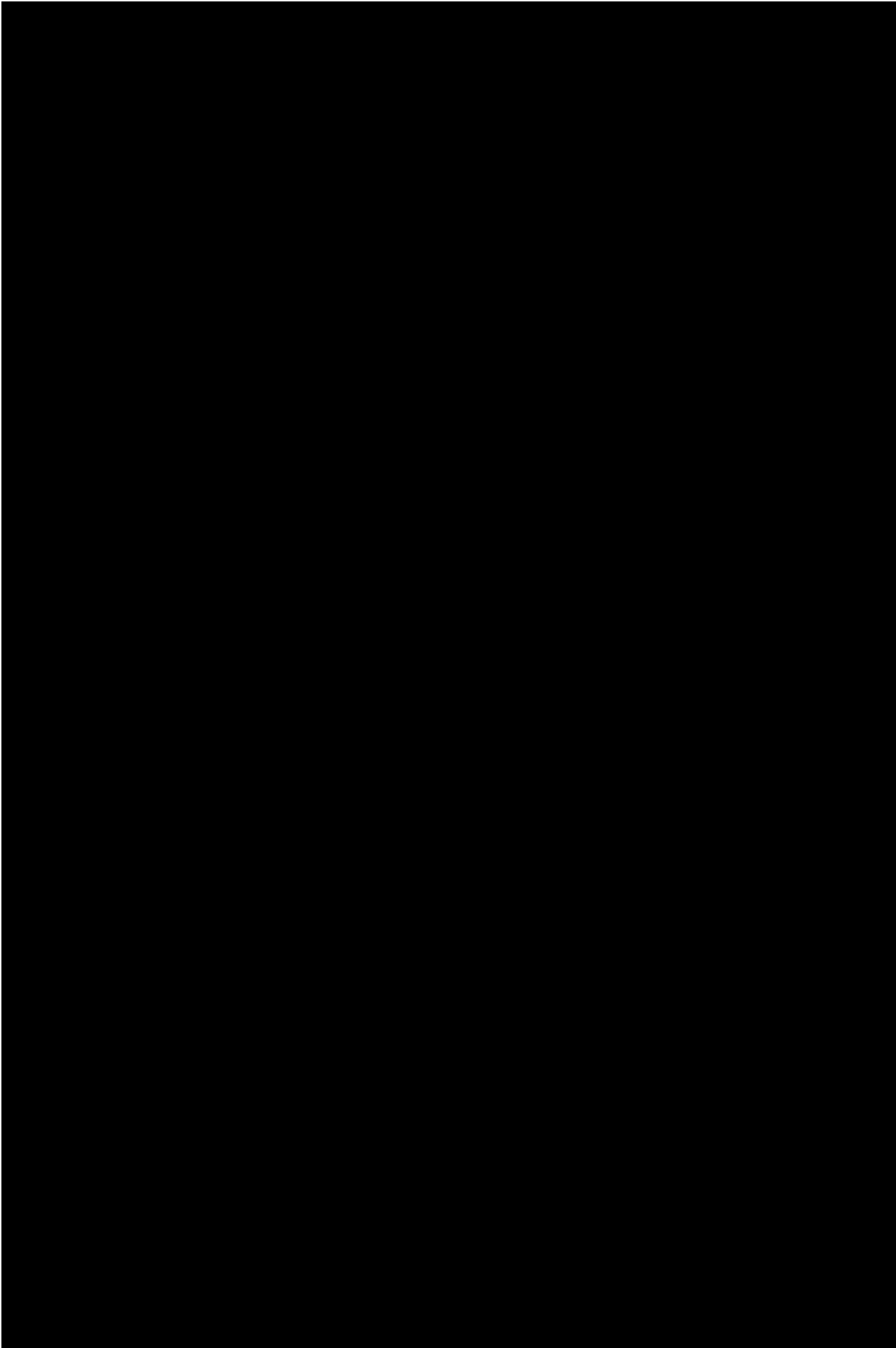
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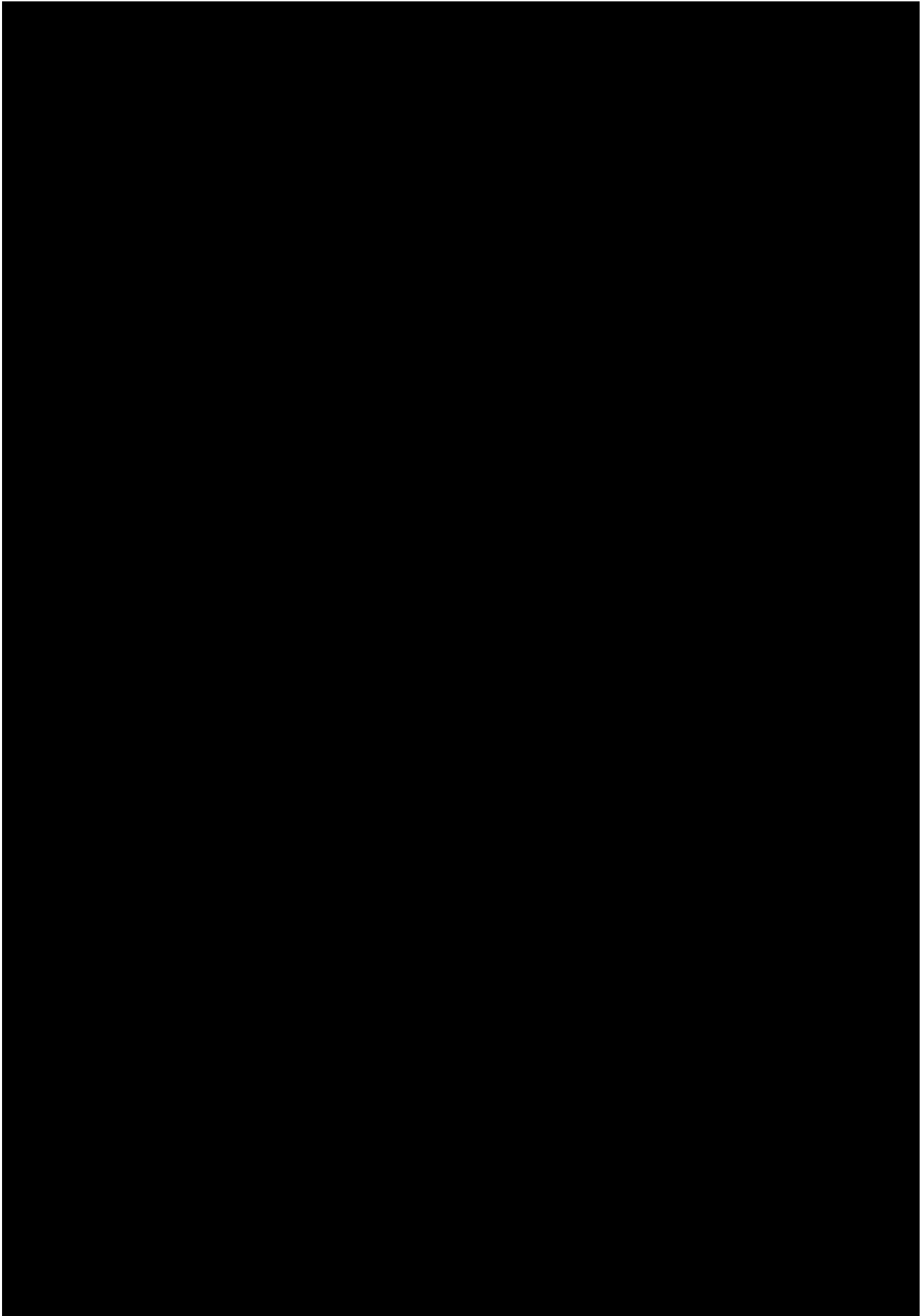


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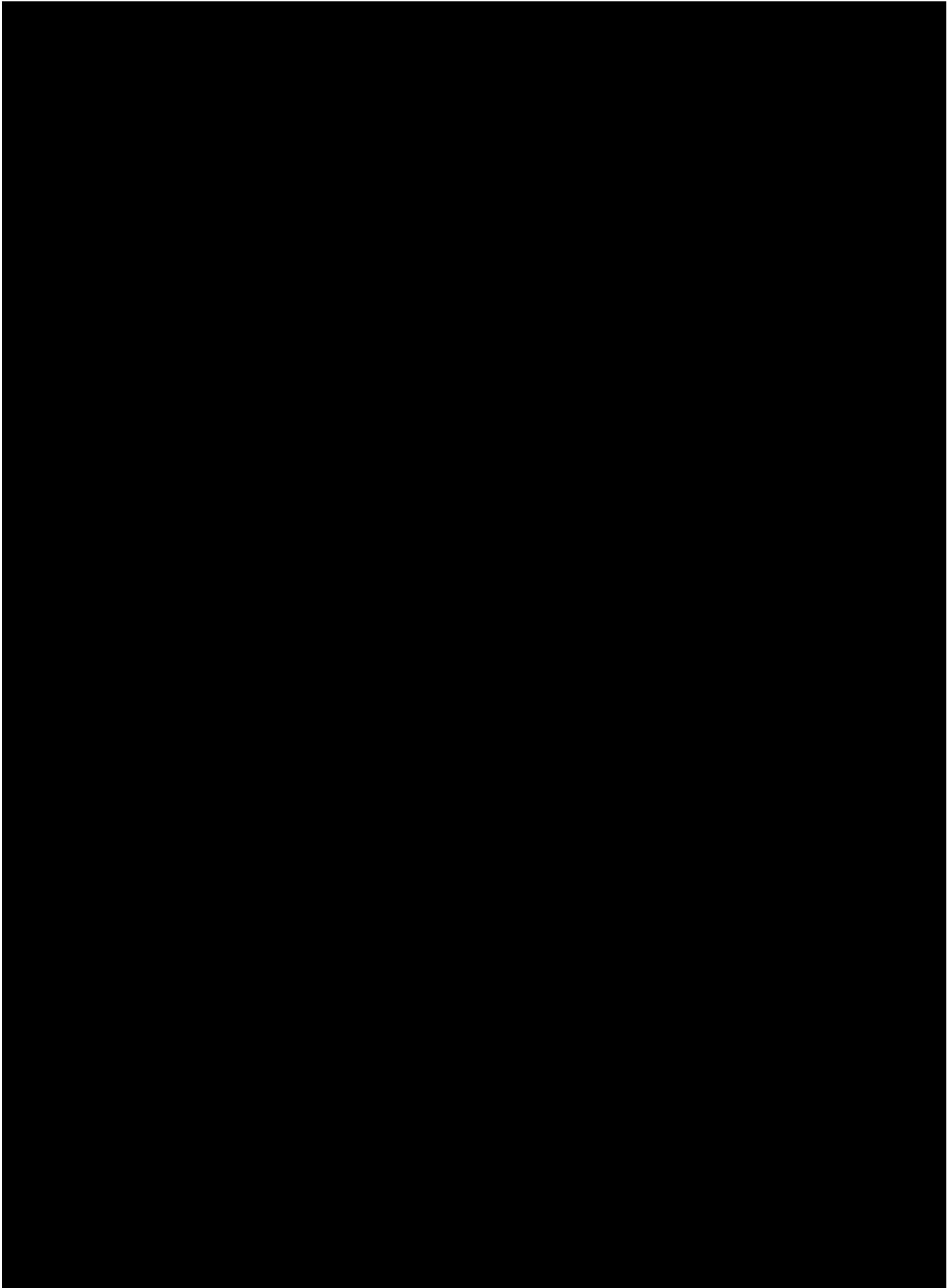




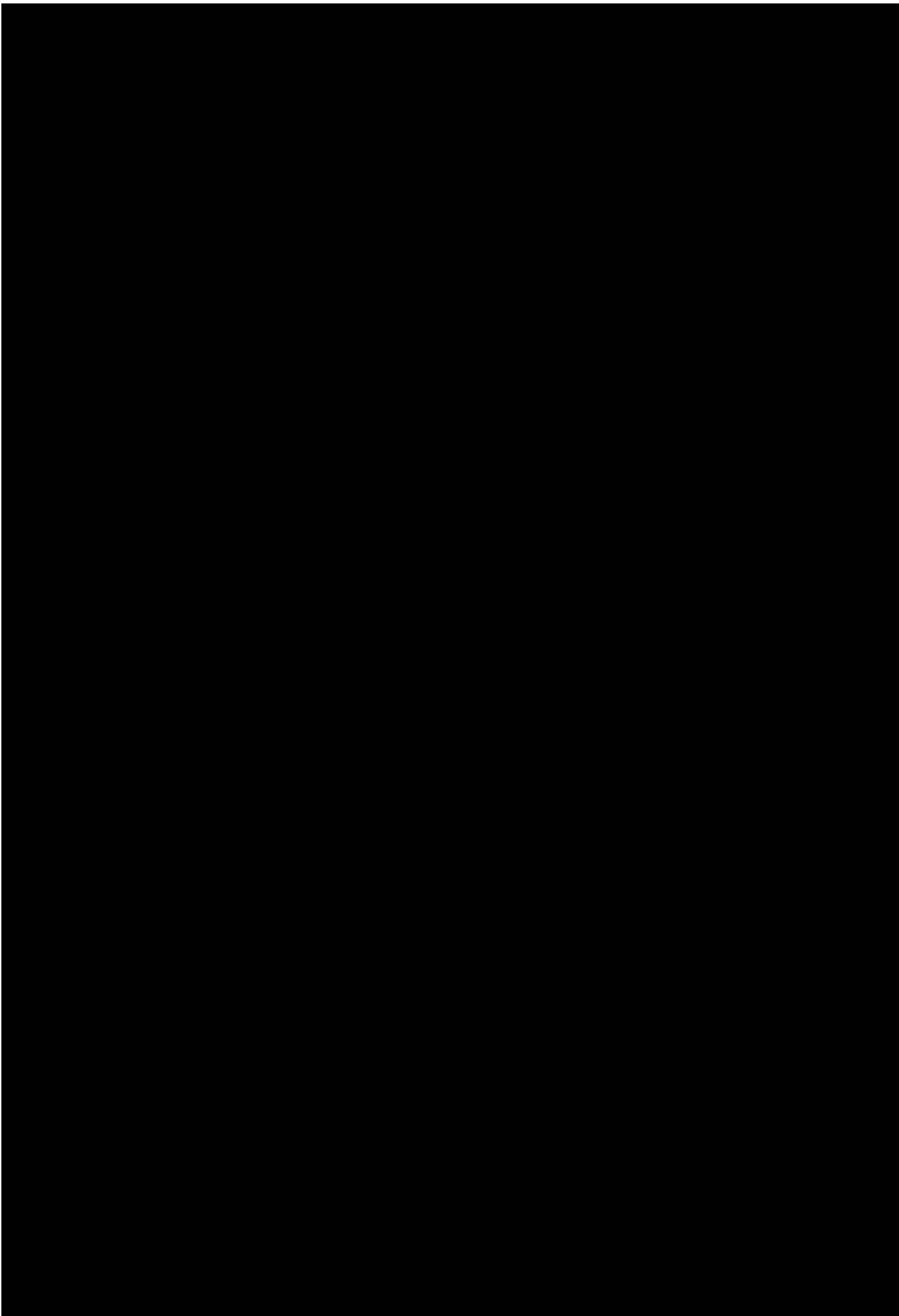
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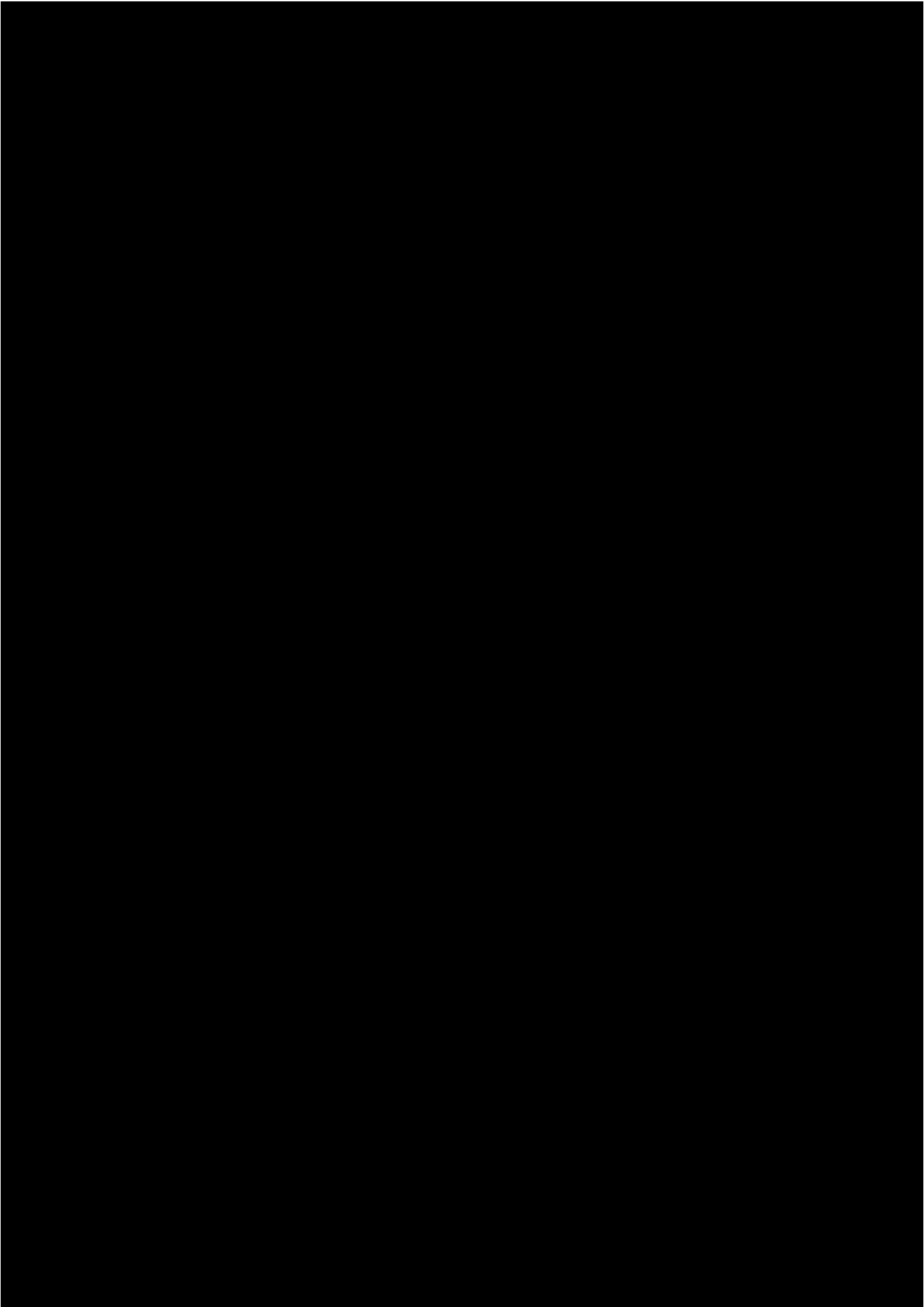
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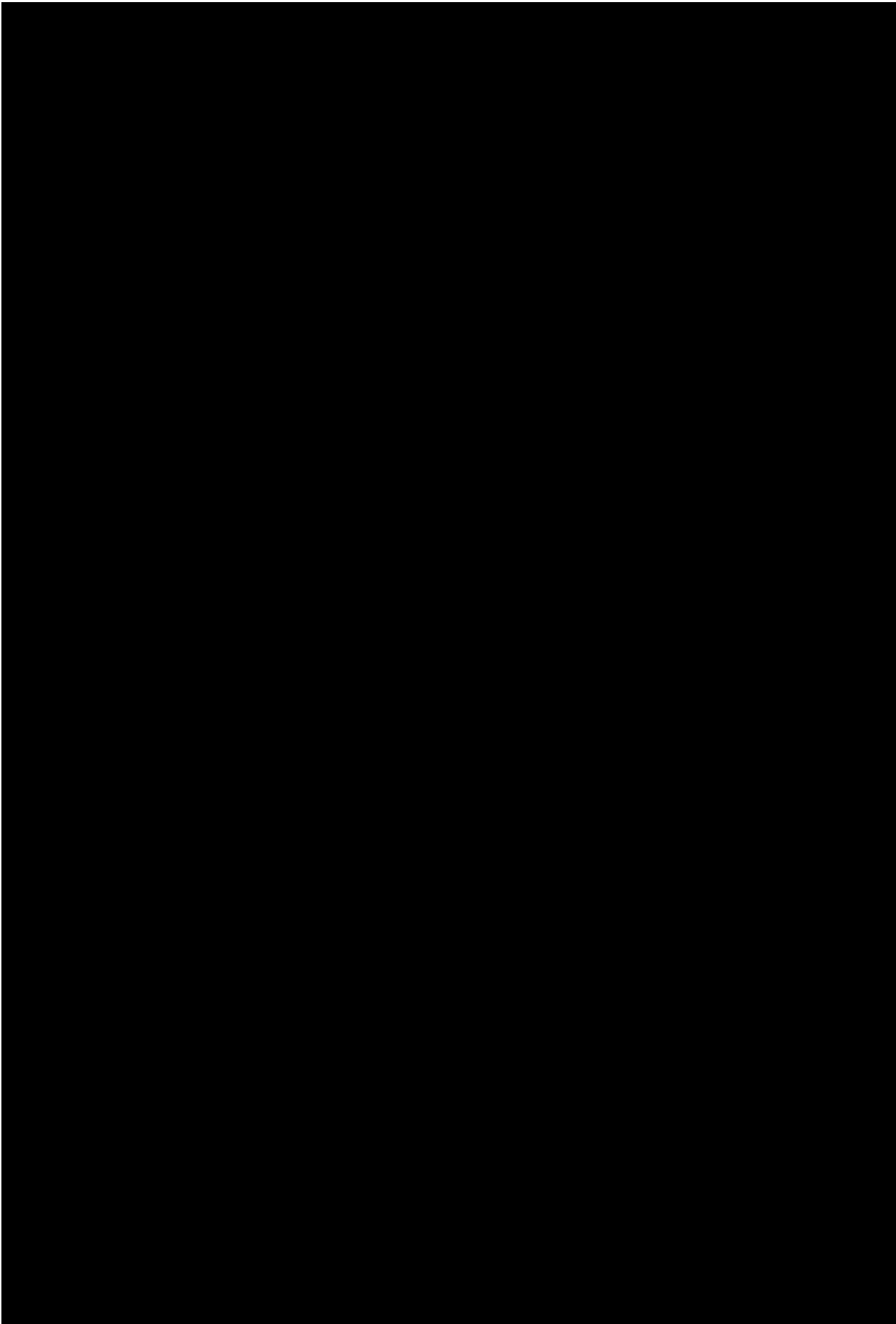
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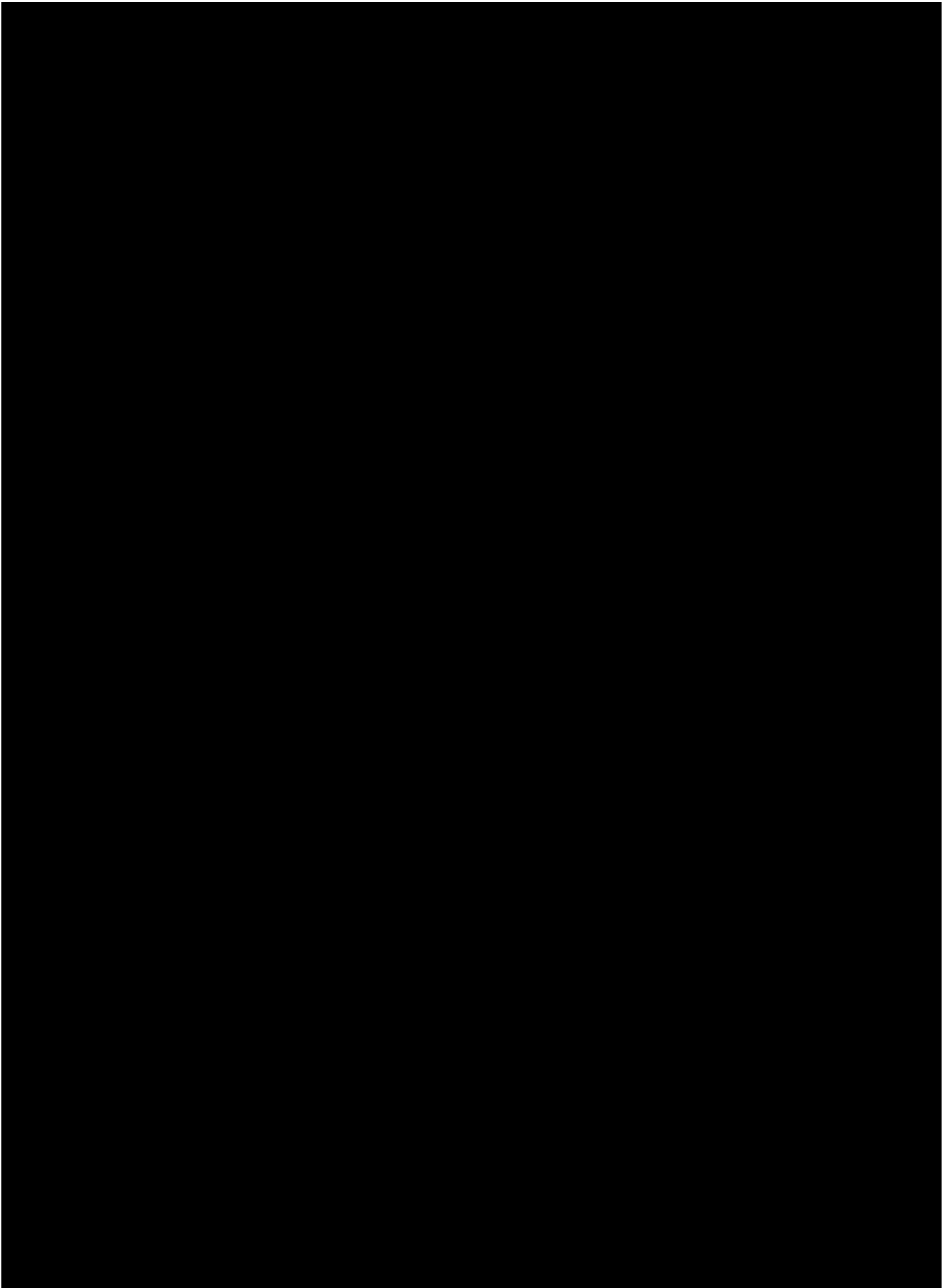
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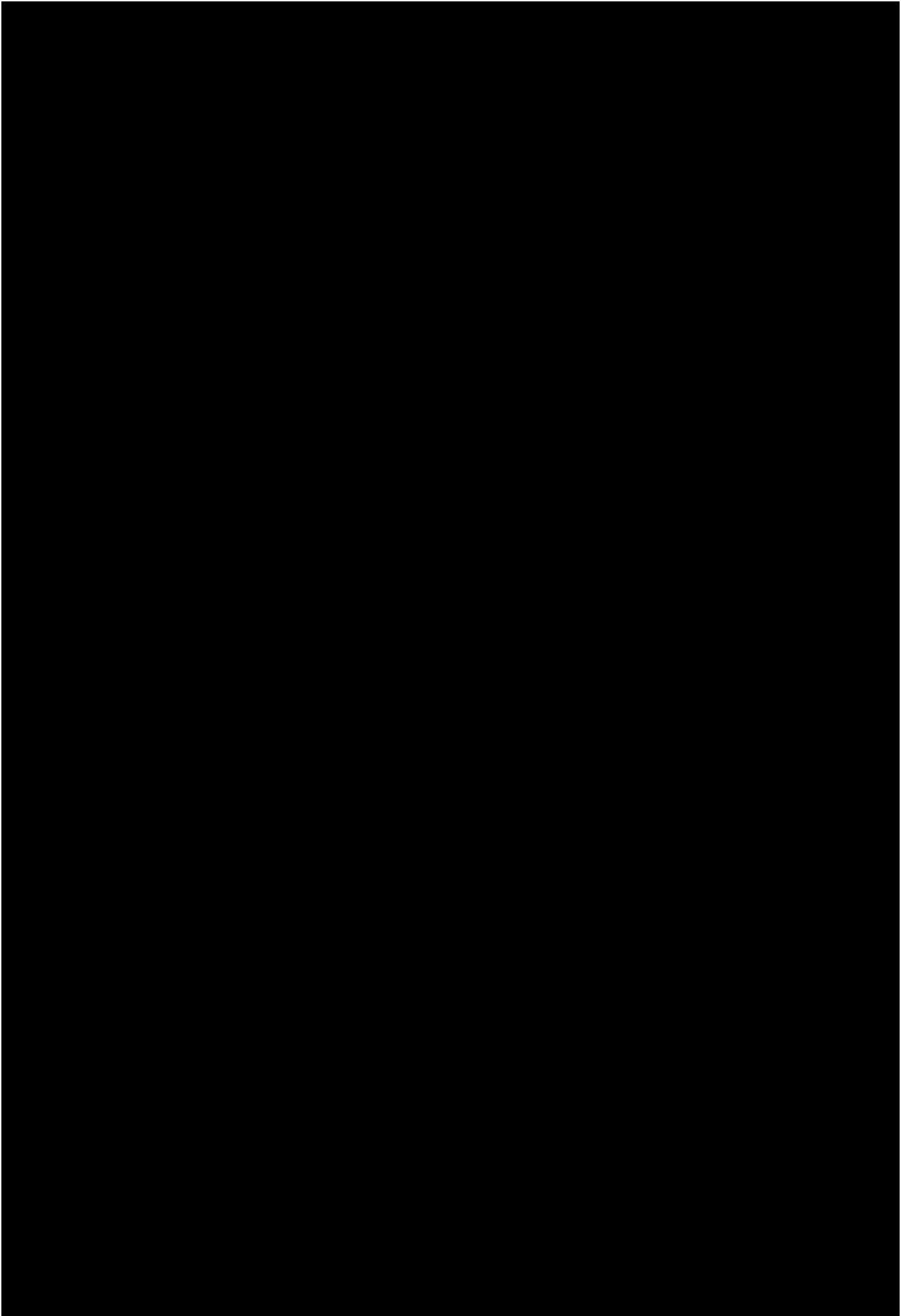
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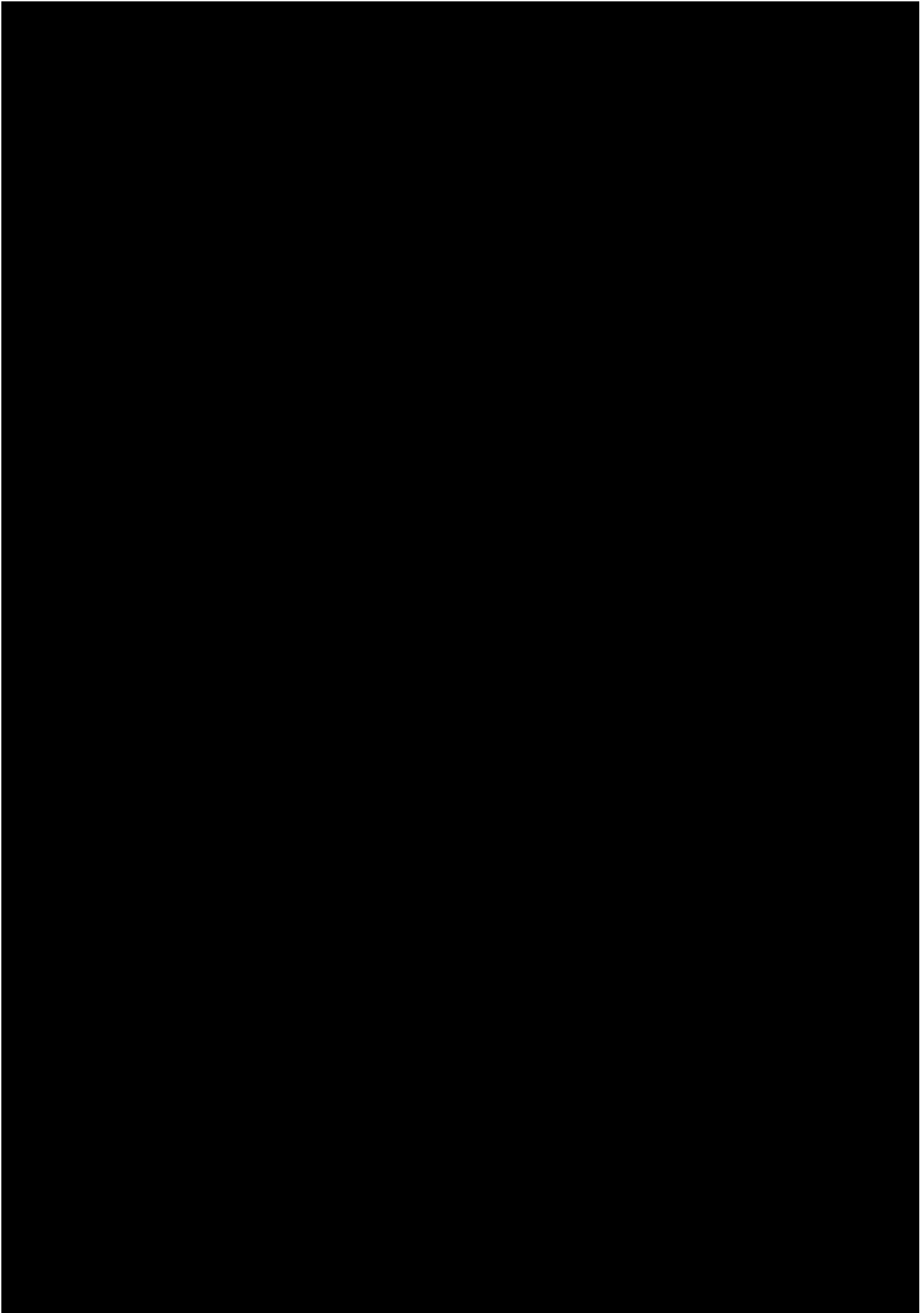
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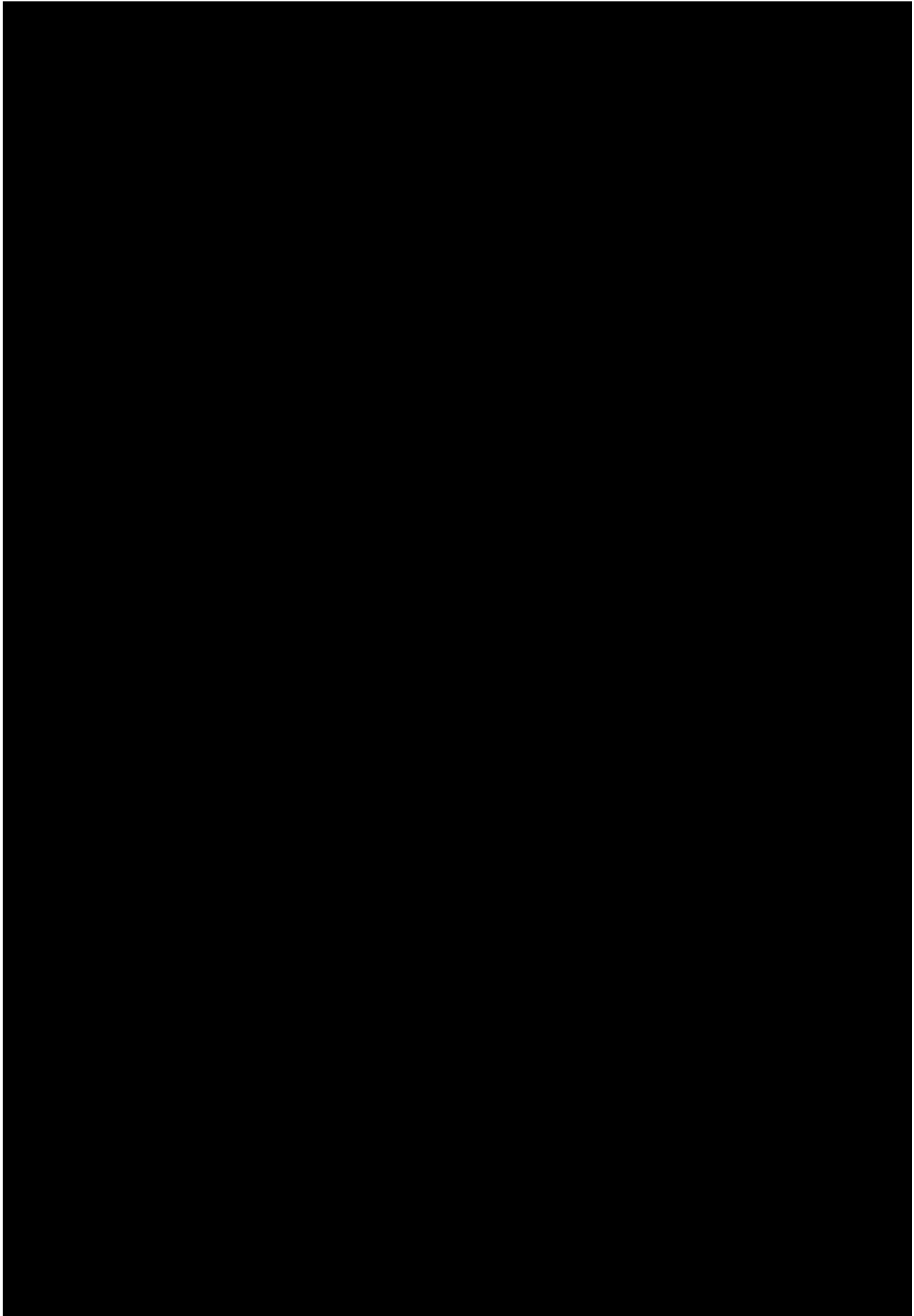


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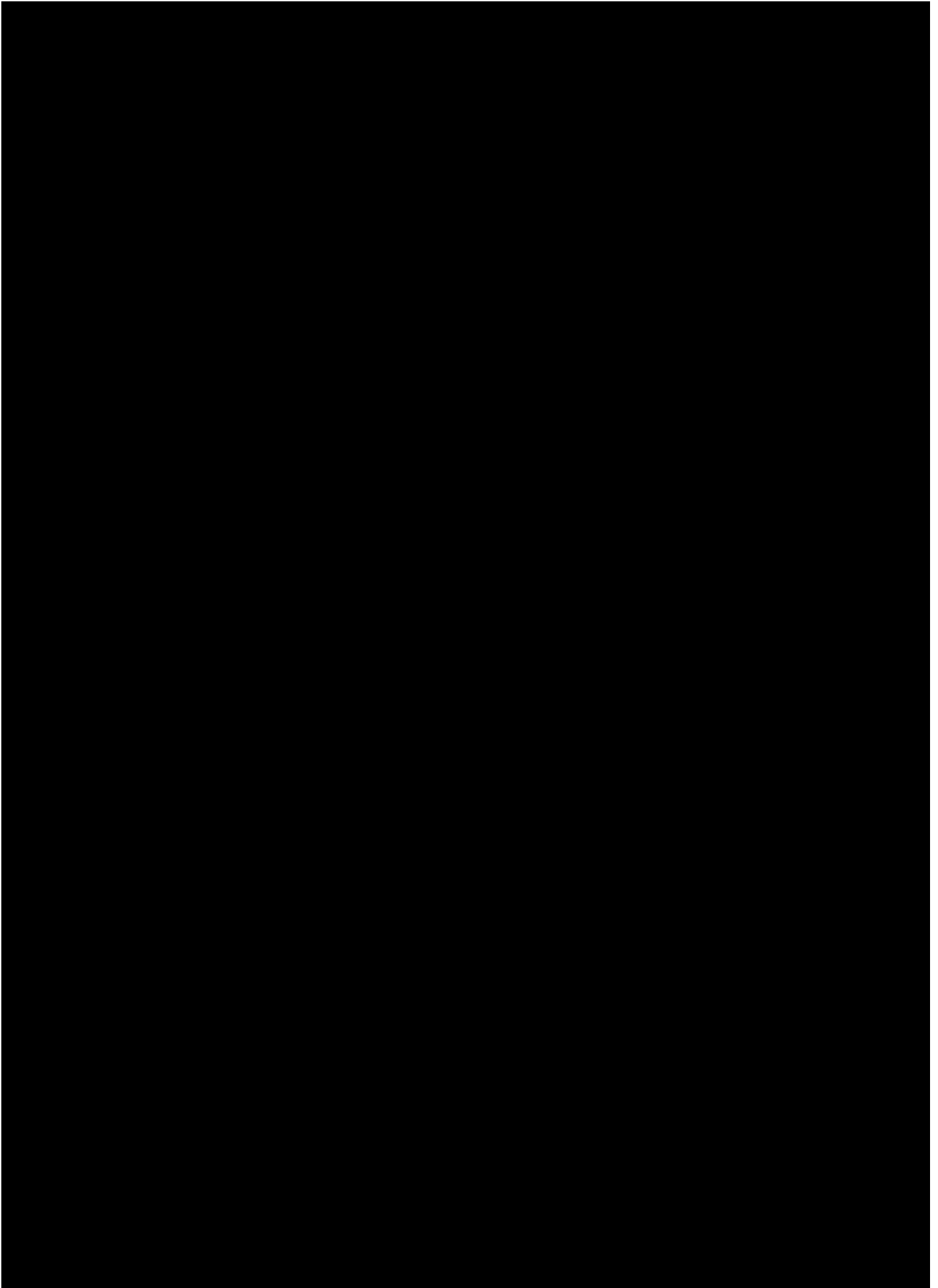




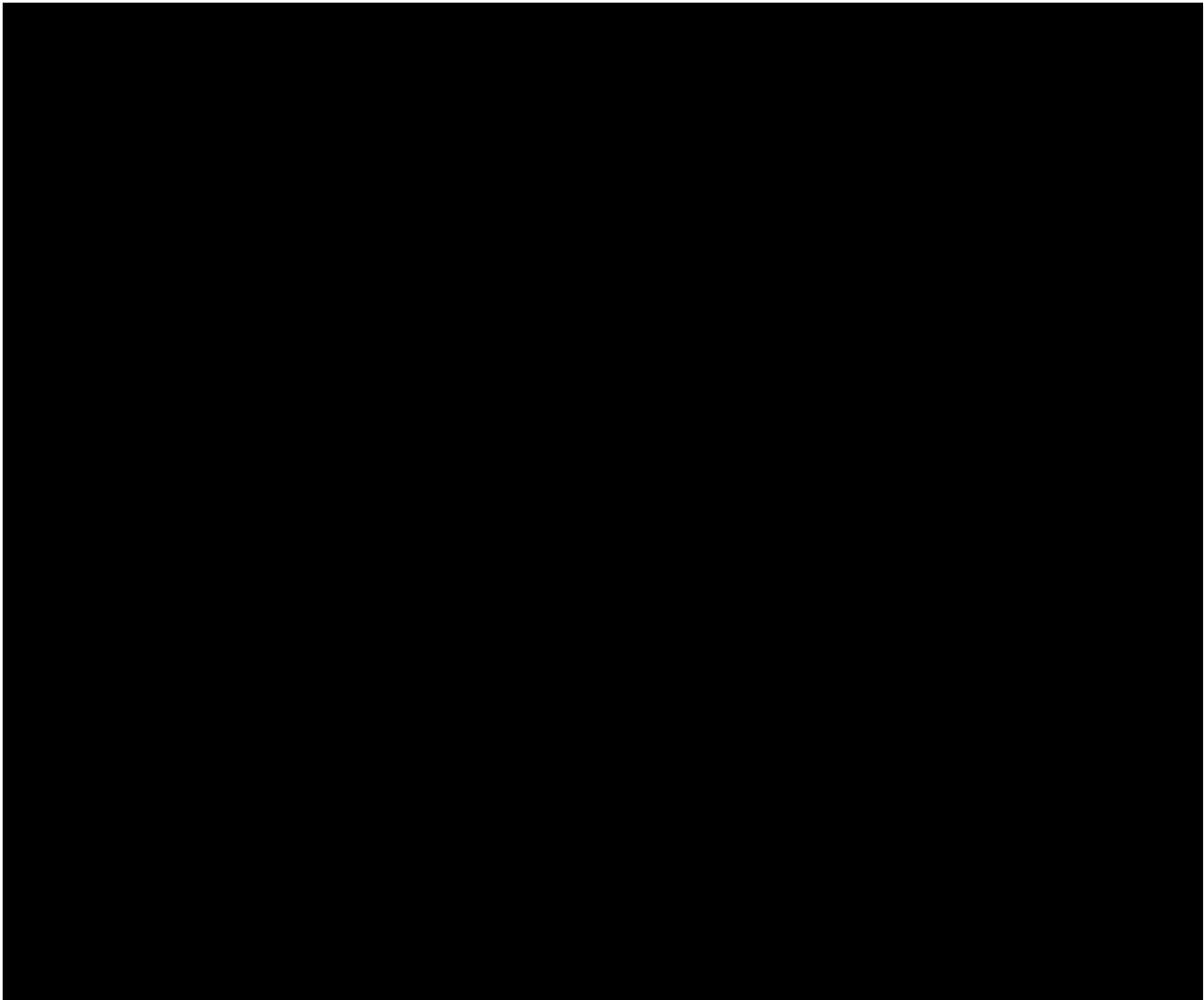
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## SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in SECTION H of the basic contract apply to this TO, unless otherwise specified in this TO.

### 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 230,930 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort (does not include surge CLINS).

(b) Of the total man-hours of direct labor set forth above, it is estimated that zero man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 1,480 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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

#### **NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APRIL 1999)**

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

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

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

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

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

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

#### **NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

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

(a) DEPARTMENT means the Department of the Navy.

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

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

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

#### **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

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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:

\*See Section G

(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     N/A     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.

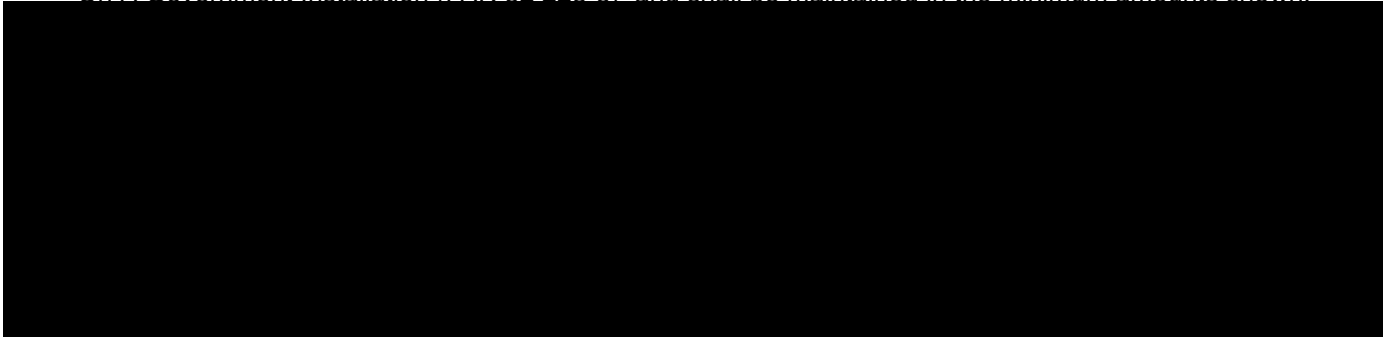
**NAVSEA 5252.245-9108 GOVERNMENT FURNISHED PROPERTY (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this task order to the contrary. Upon Contractor's written request to the cognizant COR, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this task order:

Identified upon issuance of each Technical Instruction (TI).

**INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

The following types of insurance are required in accordance with the clause entitled. Insurance - Work On A Government Installation (FAR 52 228-5) and shall be maintained in the minimum amounts shown:



**SERVICE CONTRACT ACT WAGE DETERMINATION**

The applicable Service Contract Wage Determinations by the Secretary of Labor are provided as Attachment 3 - Wage Determination in Section J.

**CONTRACTUAL AUTHORITY AND COMMUNICATIONS**

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) 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 a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements

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of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contract effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

## **CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM**

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The Contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all contractor personnel and subcontractor personnel within 30 days prior to performance or at time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

## **RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS .(May 2012)**

If this contract includes the clause "FAR 52.204-9 Personal Identity Verification of Contractor Personnel" or will otherwise require frequent access to NSA/NSWC Crane site, the Contractor shall consider taking advantage of the benefits available from the following RAPIDGate program:

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

The new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

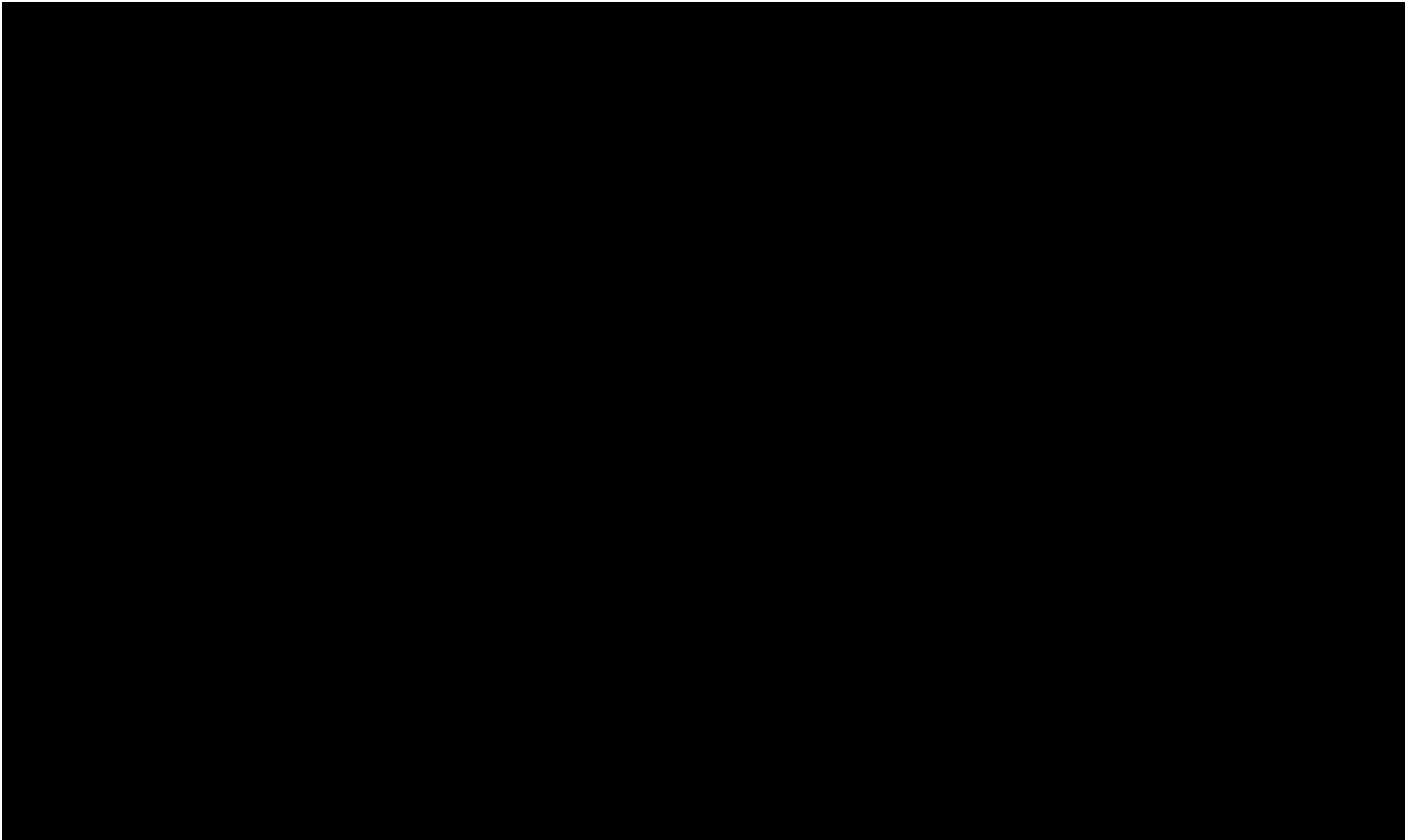


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There are costs for contractors to participate in the RAPIDGate program which include a fee for the Contractor's form and a fee per Contractor employee. Costs to participating Contractor's are recaptured through increased productivity of their employees due to the reduction in waiting times at the Pass and Identification Office and Entry Control Point (ECP). Costs shall not be directly billed to the Government. The costs to participate in the RAPIDGate program are identified in the table below.

A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer (KO).

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.



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## SECTION I CONTRACT CLAUSES

All provisions and clauses in SECTION I of the basic contract apply to this TO, unless otherwise specified in this TO.

### CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

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

52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)  
52.222-29 Notification of Visa Denial (Jun 2003) IF OCONUS travel  
52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)  
52.223-10 Waste Reduction Program (May 2011)  
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)  
252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)  
252.242-7004 Material Management and Accounting System (May 2011)  
252.242-7006 Accounting System Administration (Feb 2012)  
252.244-7001 Contractor Purchasing System Administration (May 2011)  
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Feb 2011)  
252.245-7002 Reporting Loss of Government Property (Feb 2011)  
252.245-7003 Contractor Property Management System Administration (Feb 2012)

### 52.217-8 - OPTION TO EXTEND SERVICE (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

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

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

#### ITEM(S) LATEST OPTION EXERCISE DATE

CLIN 7000 No later than 12 months after the TO Award date.  
CLIN 7200 No later than 24 months after the TO 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 three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

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## **52.219-6 -- NOTICE OF SMALL BUSINESS SET-ASIDE**

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

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

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

(c) General.

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

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

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

## **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [REDACTED] (authorized overtime is IAW offeror's proposal and includes prime and subcontractor burdened overtime) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

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

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

## **52.244-2 SUBCONTRACTS (OCT 2010)**

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(a) Definitions. As used in this clause—

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

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

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

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

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

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or ██████████ of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or ██████████ of the total estimated cost of the contract.

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

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

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

(i) A description of the supplies or services to be subcontracted. (ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor. (iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices; (C) The reason

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certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

(1) Of the acceptability of any subcontract terms or conditions; (2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1: CDRLs A001 through A012

Attachment 2: DD254

Attachment 3: Wage Determination

Attachment 4: Staffing Plan Template

Attachment 5: Prime Cost Summary Format

Attachment 6: Subcontractor Cost Summary Format

Attachment 8: Sample Technical Instruction

Attachment 9: ROM Template

Attachment 10: Estimated LOE

Attachment 11: Cost Summary Example

Attachment 7: QASP - revised

Attachment 13: CDRL A016

Attachment 14: CDRL A017

Attachment 15: CDRL A018

Attachment 16: CDRL A019

Attachment 17: CDRL A020