

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 32. AMENDMENT/MODIFICATION NO.
P000223. EFFECTIVE DATE
11-Jan-20194. REQUISITION/PURCHASE REQ. NO.
13007597985. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N64498

7. ADMINISTERED BY (If other than Item 6)

CODE

S3915A

NAVAL SURFACE WARFARE CENTER PHILA
NSWCPDDCMA PHILADELPHIA
700 ROBBINS AVENUE, BLDG. 4-A, P.O.
BOX 11427
PHILADELPHIA PA 19111-0427

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 / N6449817F3007

10B. DATED (SEE ITEM 13)

27-Apr-2017

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.

[]

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)
IAW FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor [X] 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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

11-Jan-2019

NSN 7540-01-152-8070

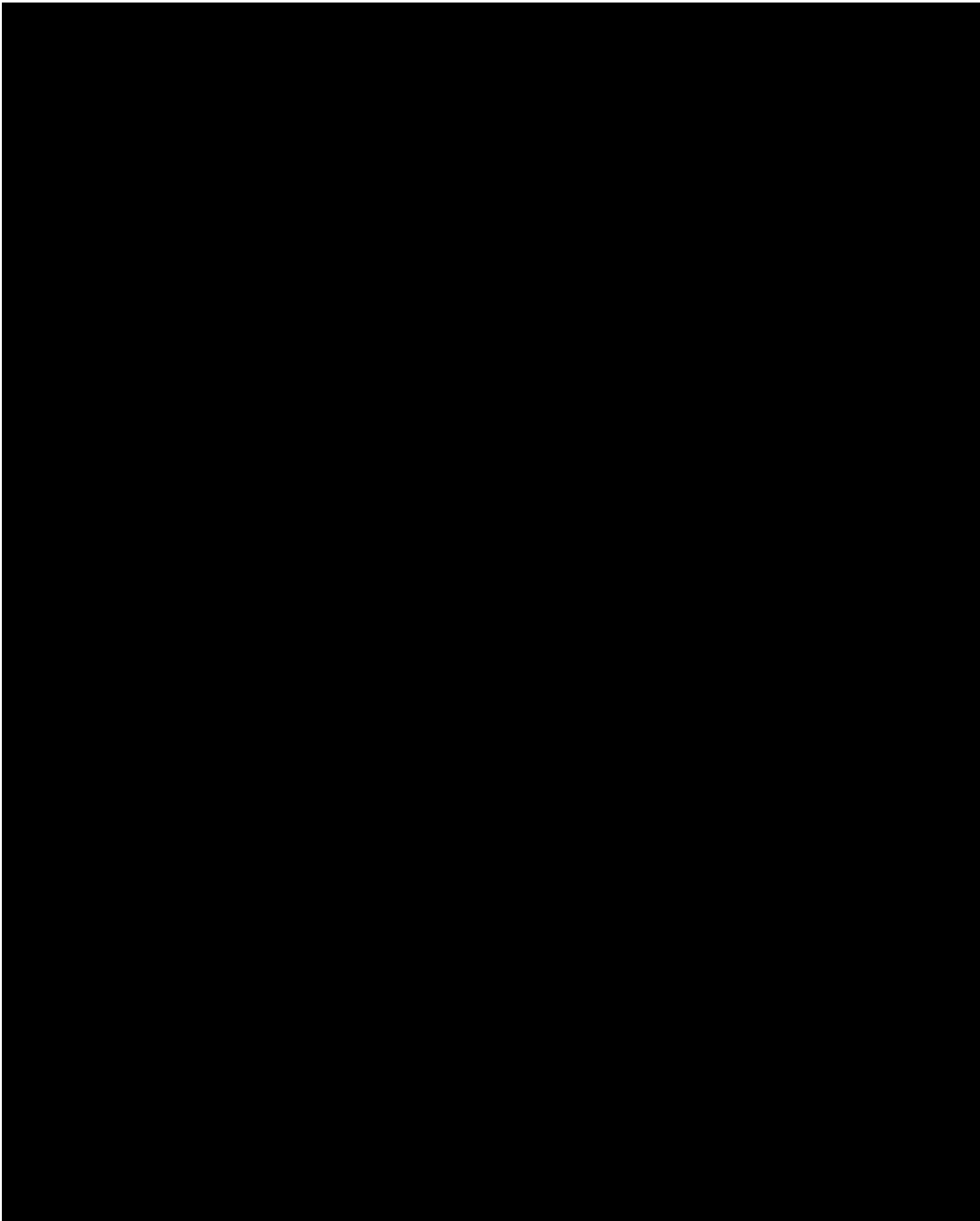
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STANDARD FORM 30 (Rev. 10-83)

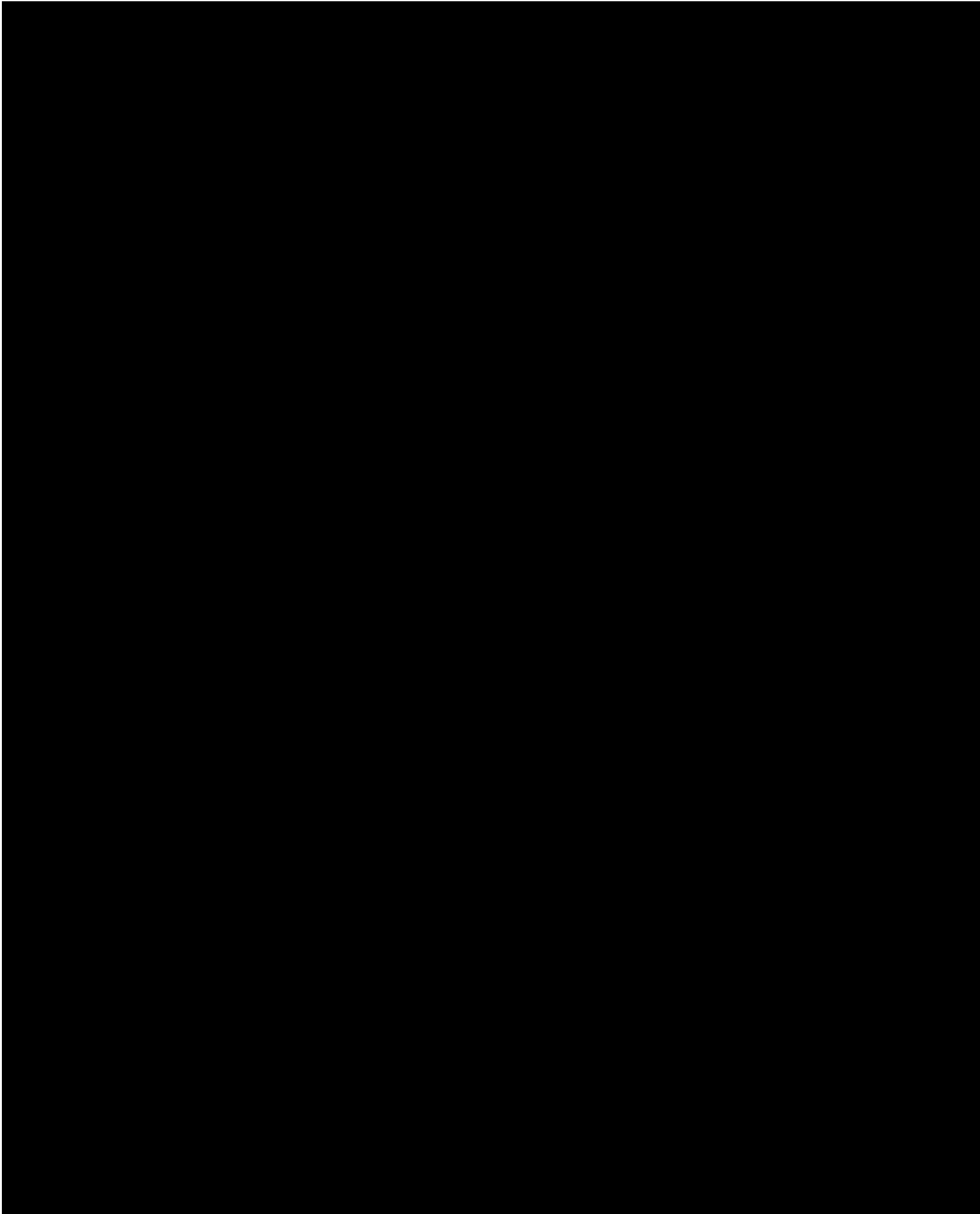
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FAR (48 CFR) 53.243

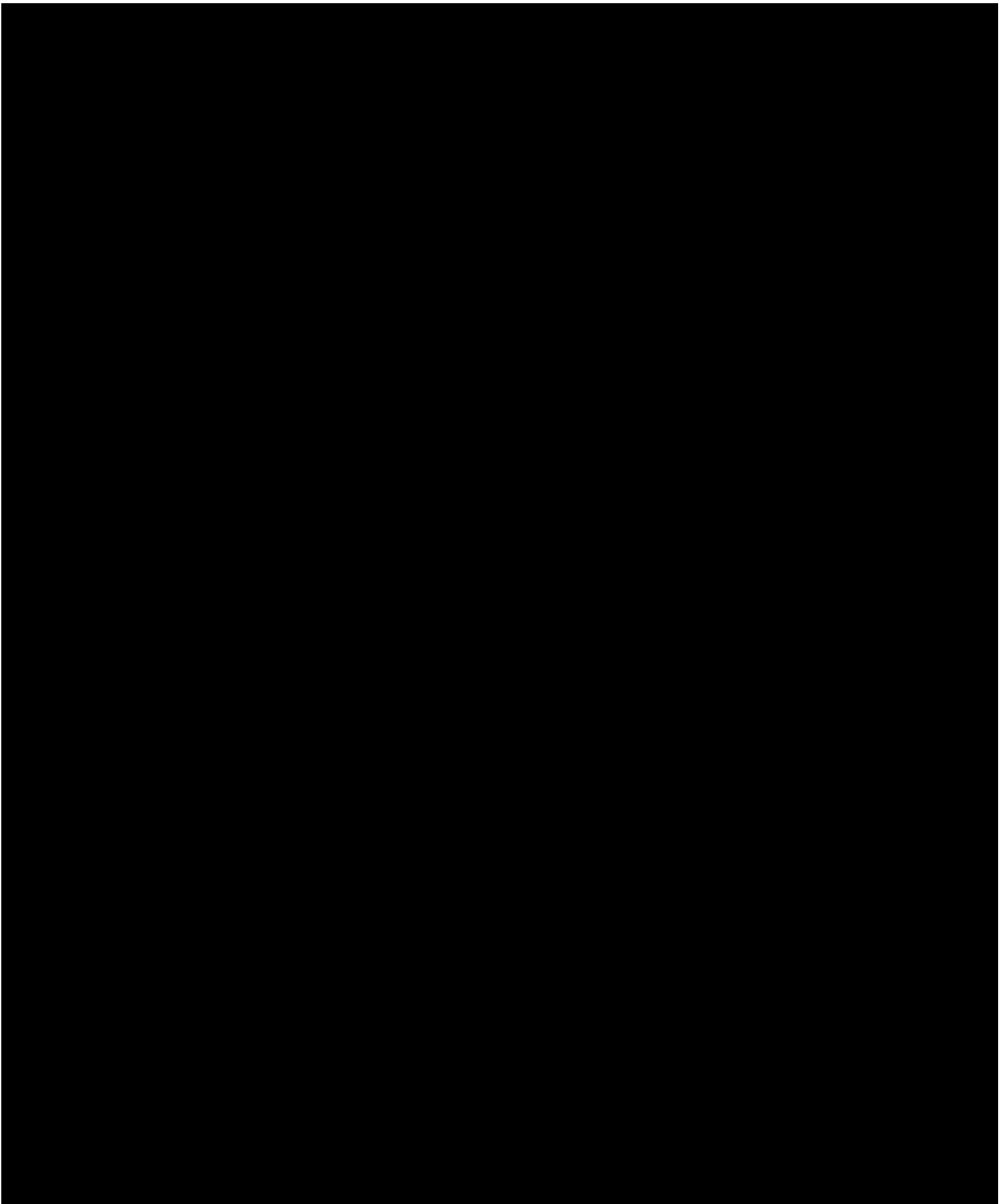
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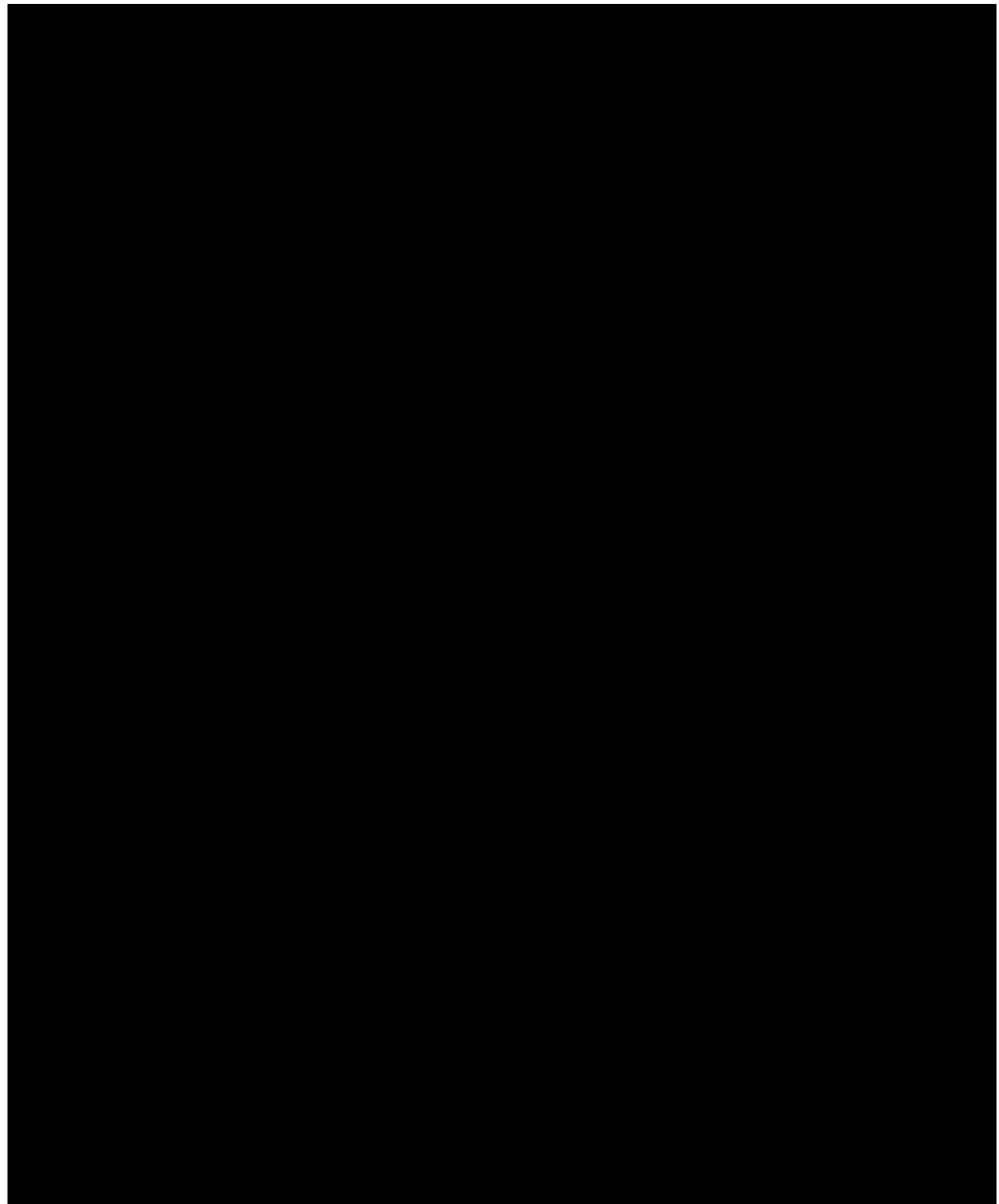
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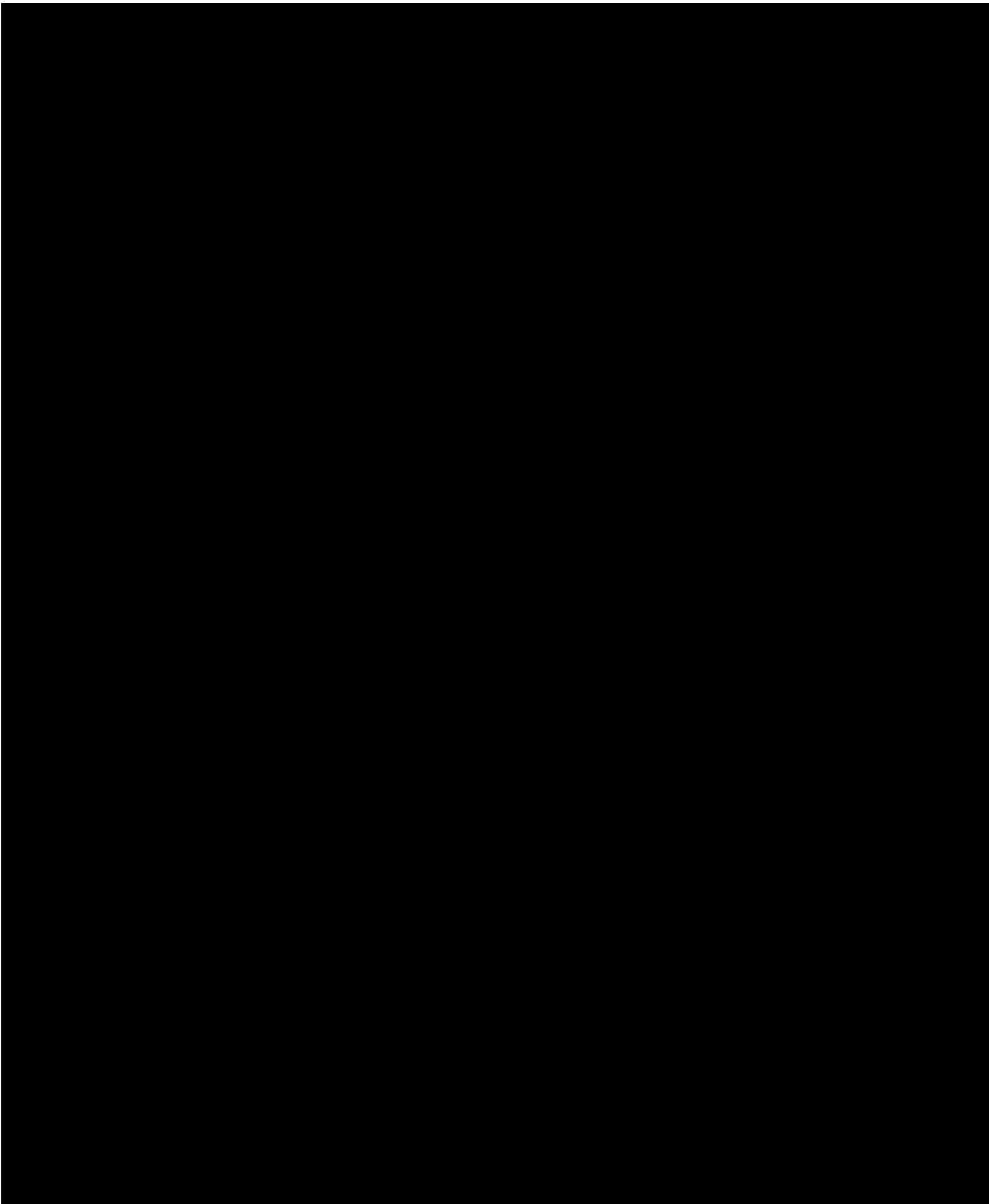
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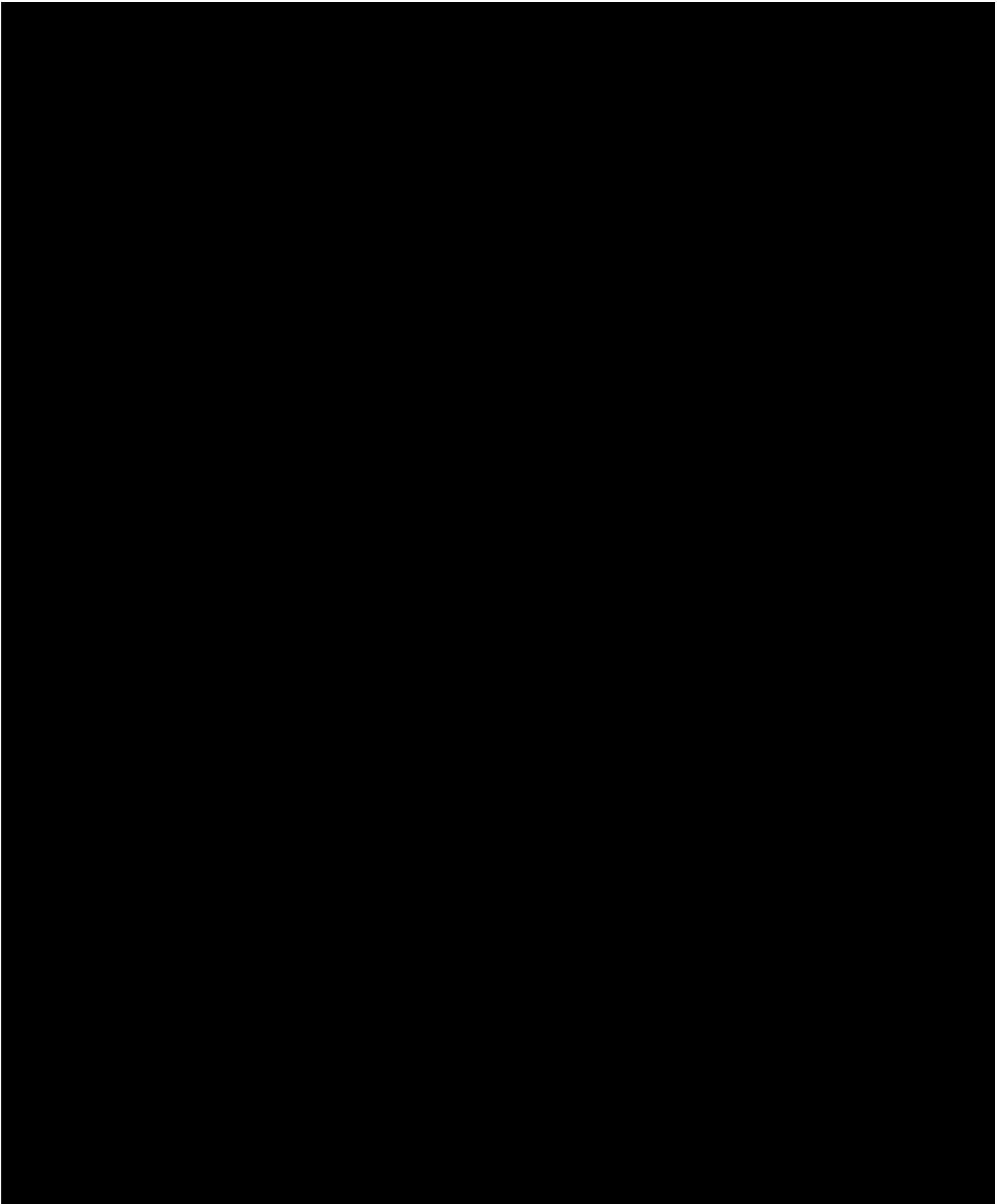
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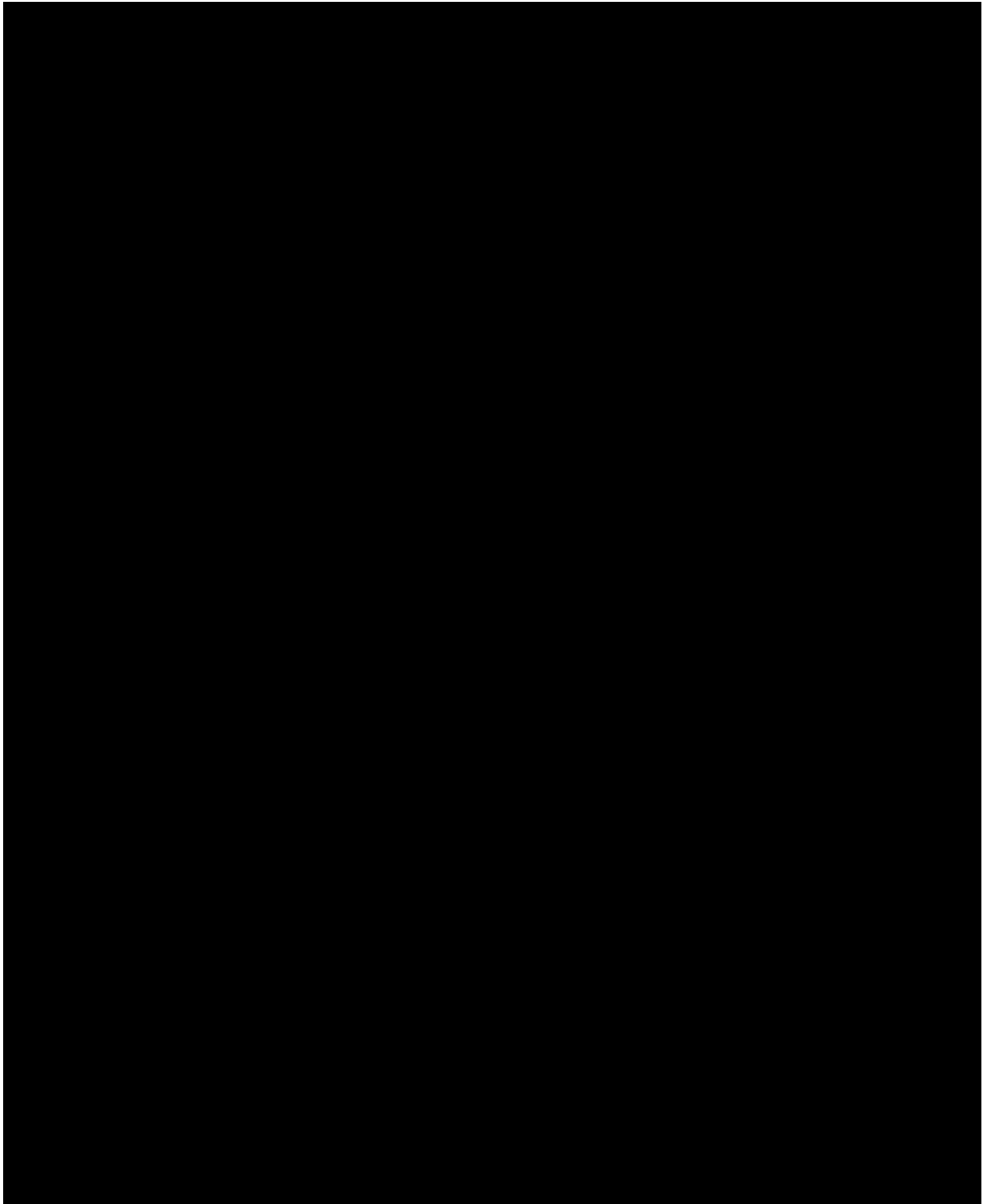
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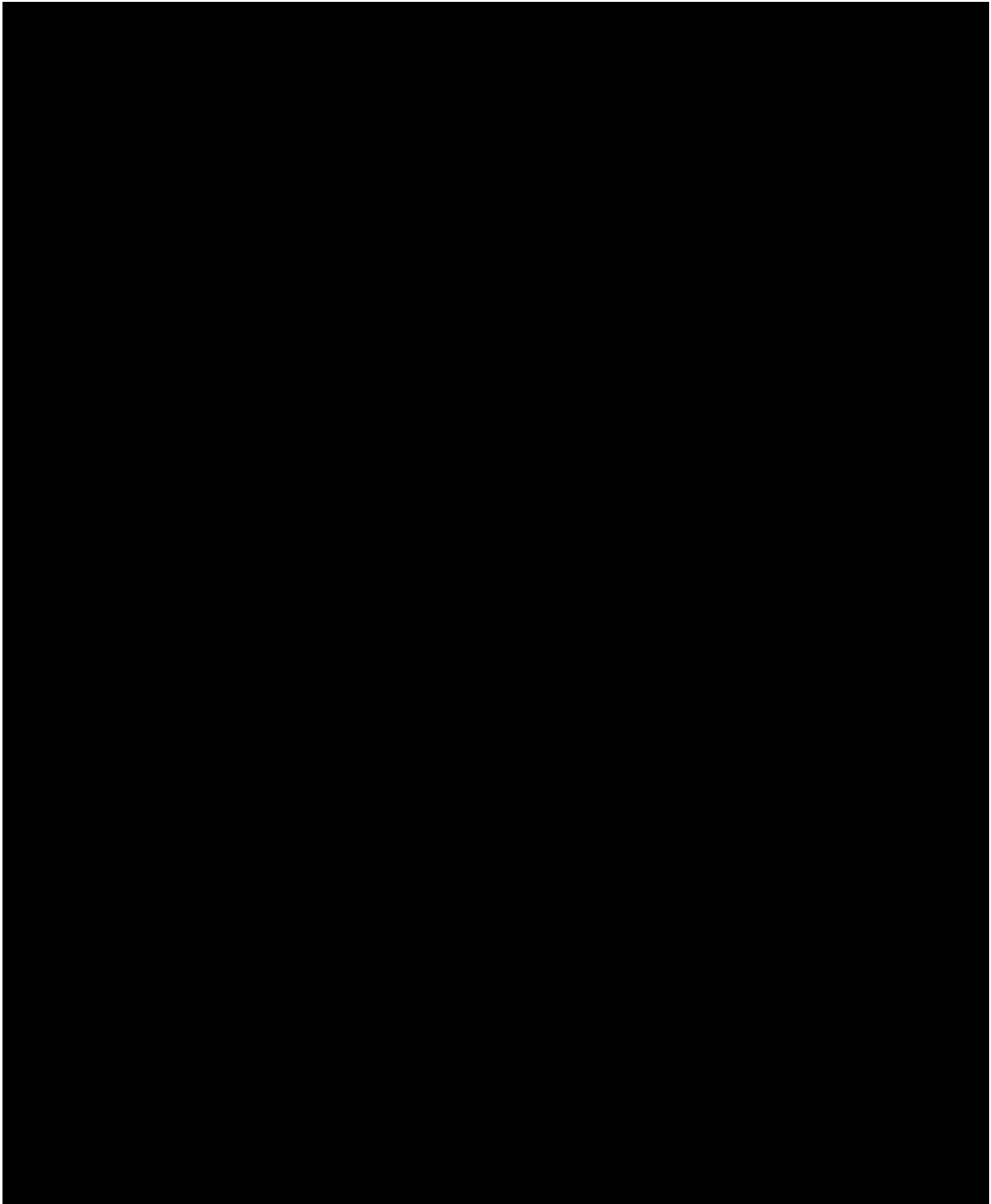
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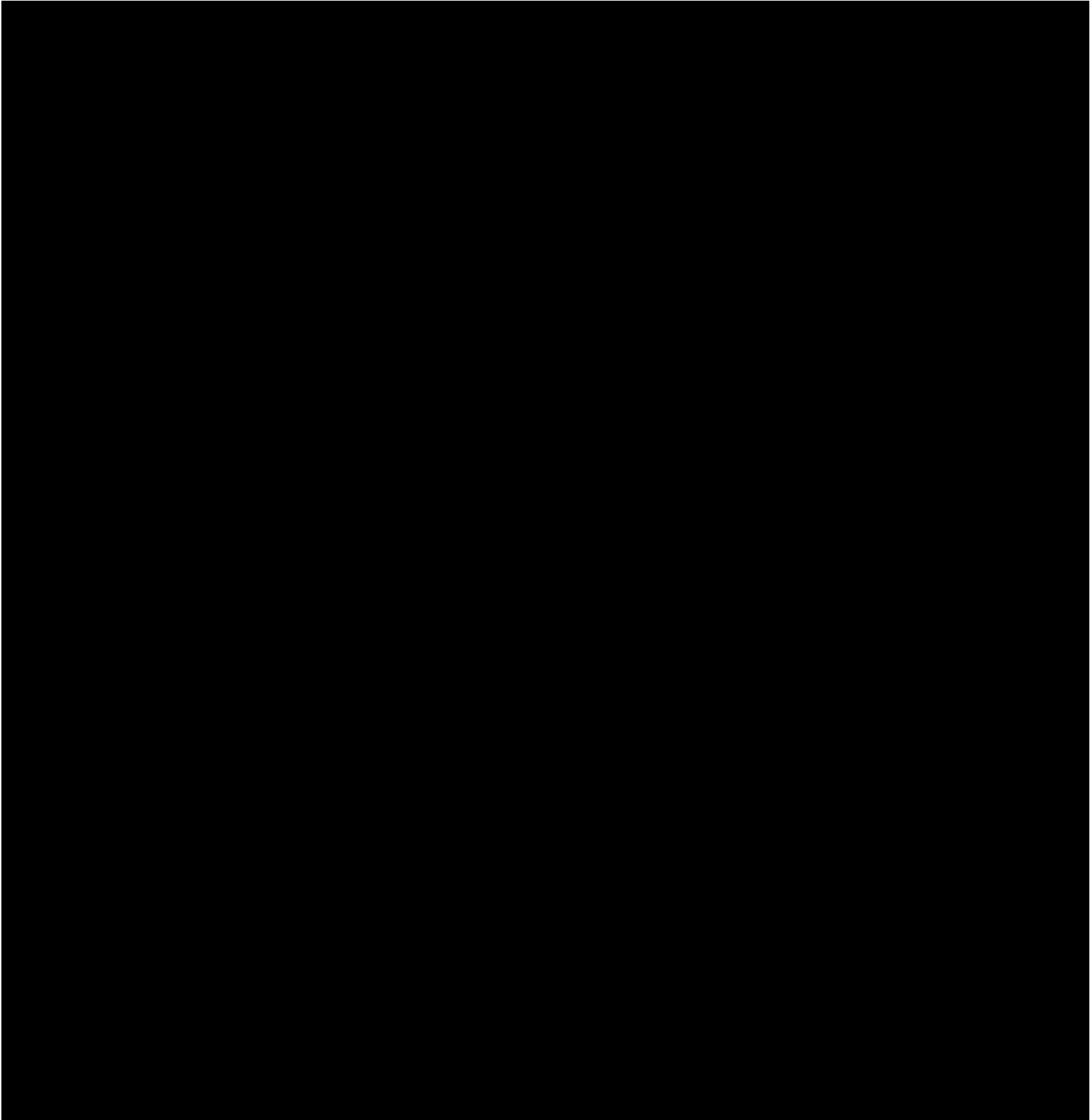


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HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts

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connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Program Management Support

SECTION C – Descriptions and Specifications

1.0 BACKGROUND:

The Naval Surface Warfare Center, Philadelphia Division requires long-term support for NSWCPD Energy Conversion Research and Development (R&D) including Advanced Auxiliary Systems – Shaft Bearings, Applied Superconductivity, Advanced Power Generation Development for Future Ship Propulsion and Power Systems, Electrochemical Process / Fuel Cells, Advanced Power Generation, Energy Storage Modules, Separation Processes – Desalination, Thermal Management and Waste Heat Recovery, and Advanced Life Support / Atmosphere Control as required in Philadelphia, PA.

This statement of work addresses the engineering, technical, programmatic, logistics, maintenance, installation, life cycle management, and software support.

2.0 TASK AREA REQUIREMENTS:

Task Area 1: Engineering and Technical Support

The contractor shall provide engineering support to the repair, installation, modification, operation, maintenance and testing of U.S. Navy equipment or systems, in support of NSWCPD Energy Conversion R&D projects or programs to include:

- Travel to various ports world-wide to perform ship checks to gather information and/or test equipment/systems as directed to support NSWCPD Energy Conversion R&D programs.
- Provide technical support and oversight for SHIPALTS and/or SCDs on various systems in accordance with provided drawings/instructions.
- Provide Engineering and Technical services for the design, development, modeling and testing on Firemain, Chilled Water and other damage control and auxiliary systems for Navy Surface ships.
- Provide engineering support for Land Based Electromagnetic Railgun testing through design and implementation of energy storage module fire suppression subsystems.
- Provide test operation support for Advanced Life Support programs, including but not limited to the Advanced CO₂ Removal Unit (ACRU) program. Testing includes running the Technology Readiness Level (TRL) 6 and ACRU Prototype units in the Submarine Life Support Test Facility, and also operating catalyst burners of various scales.
- Provide engineering support for large-scale power systems including DC sources; conversion units; facility capabilities; real-time modeling and simulation; operational and test systems' controls, data acquisition and test system integration; power dissipation; and component interfaces to accommodate real time testing of energy storage devices.

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- Establish a thermal management testing facility specifically designed for experimental versatility and rapid analysis of heat transfer methodologies focused on maintaining target battery temperatures during high C-rate operation.
- Provide engineering support for various experimental thermal management techniques using liquid, air and two-phase cooling as the active medium including system design, development and execution of testing plans, and ultimately data processing to quantify the effectiveness of various approaches.
- Conduct literature reviews and produce technical reviews of relevant material including but not limited to a report on the State of the Art in Safety of Lithium-Ion Batteries, and topics in Advanced Life Support such as atmosphere monitoring sensor technologies and state of the art CO₂ capture technologies.
- Perform various data mining and mathematical calculations as required to support Energy Conversion R&D and Advanced Life Support.
- Evaluate vendor designs for high energy density storage and pulsed power technologies as part of Office of Naval Research, NAVSEA, and OSD development programs. Assess safety and risks of these technologies with respect to shipboard applications such as Electromagnetic Railgun.
- Attend semi-weekly High Energy System Safety meetings at NAVSEA headquarters or alternate site. Provide leadership, strategic planning, and policy development for numerous advanced war fighting systems.
- Develop technical briefing materials to satisfy sponsor and customer information needs.
- Conduct ship checks to determine existing onboard conditions of compartments and ship systems, identify all necessary services (electrical power, sea water, compressed air, etc.) needed for new system installation, identify and record interferences.
- Prepare shipcheck reports, including discussion of findings, recommendations and alternatives for proposed new installation, and photographs.
- Prepare conceptual design plans of new system installation, prepare final ship installation drawings including list of materials, and submit drawings to Planning Yard for review and approval.
- Conduct post installation shipchecks to verify conformance to ship installation drawings, provide redline drawings of findings.
- Develop and modify procedures, including Mission Readiness Panel (MRP) support, test and check-out, and troubleshoot systems and equipment such as but not limited to Air Compressors, Chillers, Refrigeration equipment, Water makers, Lube Oil Pumps, Firemain Systems, Vertical

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Launch Systems, jet fuel systems, electrical generators, transformers and power electronics systems, battery systems, Gas Management Systems, oxygen generators and Carbon Dioxide (CO₂) capture and removal systems.

- Support weekly technical meetings including the Li-Ion Battery meetings reviewing the overall Li-Ion Battery ship integration progress.
- Develop Authorized Work Package (AWP) for the Li-Ion Battery Installation onboard the CVN72 during RCOH.
- Support other follow-on packages for Li-Ion and/or other battery installations aboard various platforms of interest.
- Provide engineering support for tracking equipment environmental qualification, development of interface panel for Li-Ion Battery FDAS, and ship set installations.
- Provide assistance with LEAN events. This support shall include coordination with tech codes to determine disposition of materials, organization of remaining material, development of facility drawings within AutoCAD, review of facility data sheets, and developing a Plan of Action and Milestones (POAMs).
- Provide subject matter expert capabilities with respect to power sources, integration and operation of pulsed and directed energy subsystems, including historic development, current state of the art research, and publication on these subjects.
- Attend meetings and other events related to power and energy topics associated with intermediate power systems and their integration for pulsed power and directed energy, as well as electric guns.
- Provide support related to the creation of specifications and standards related to systems under development for surface and subsurface platforms, with experience rooted in NAVSEA 08 and undersea operations.

Task Area 2: Programmatic Support

The contractor shall prepare formal technical presentations, technical documentation, supporting reports and documentation, presentations, proposals, outlines, and summaries to include:

- Preparation and oversight of customized financial reports, spreadsheets, labor burn rates and metrics including graphics, charts, and dashboards for programs, including to the Advanced CO₂ Removal Unit (ACRU) program, Energy Storage programs, LCS Program for PMS 501, the Advanced Power Generation program, Multimission Electromagnetic Railgun Program, and various other Laser and other directed energy/pulsed power/electric weapons programs.
- Enterprise Resource Planning (ERP) support utilizing contractor roles, including Timekeeping and Financial Management. Timekeeping will include managing and importing weekly time according to government Rules and Regulations.
- Financial Management role will include running custom financial reports. The government will

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provide contractor access to Enterprise Resource Planning (ERP) online timekeeping system via Common Access Card (CAC) enabled computer workstation.

- Provide technical writing support, including editing and reformatting technical documentation, figures and tables. Technical documentation comparisons shall also be performed to record discrepancies and differences for Naval Energy Storage Systems Roadmaps, and Elimination of Acid Cleaning of High Temperature Salt Water Heat Exchangers Report and others.
- Develop various program management tools, including automated financial reporting, action item trackers, resource management, and inventory management. Develop task planning sheets for PEO LCS / PMS 501 Science and Technology Tasking (S&T). Update and track all direct cite and cost reimbursable funding throughout the fiscal year, and monitors individual NWA for expenditures.
- Prepare formal technical presentations and technical documentation including graphic design support. The contractor shall assist with the development, maintenance and modification of documentation including technical posters, organizational charts, brochures, presentation materials, and manuals. Posters may include Advanced CO₂ Removal Unit (ACRU) program timelines, Division 32 Test Facility Posters, custom molecule graphics for the Energy Storage program, custom presentation templates for the PEO LCS / PMS 501, and Independent Applied Research (IAR) Annual Review Posters.
- Provide support to meetings, technical baseline decision briefs, program reviews and training activities. This includes organizing meetings, developing meeting materials, generating agendas, production of presentation books, publishing minutes, and completing action items.
- Provide support in the coordination of test facility tours, including collection of data, design and development of tour packages, develop signage and posters, and conduct tours. This includes, but is not limited to Admiral Level Test Facility Tours the Annual PMS 501 Littoral Combat Ship (LCS) Test Facility Tours.
- Assist with the development and tracking of Plan of Action and Milestones (POAMs) for related programs and projects, including Advanced CO₂ Removal Unit (ACRU) Development Schedule and the CVN72 Li-Ion Battery Shop installation POA&M.
- Develop and assist with the improvement of processes in support of programs including development of Project Management Plans, Risk Management Plans, requirements management, design, Test and Integration Plans, hardware testing, Configuration Management Plans, Material Plans and schedules. This may include strategic planning and analysis of requirements to assist in developing a fully Integrated Master Schedule (IMS), and shall also assist in responding to sponsor data calls
- Coordinate and support progress updates of projects including developing, updating, and maintaining Earned Value Management (EVM) tracking and metrics.

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- Collect, review, and streamline weekly/monthly status inputs from supporting SMEs for program report submittal. The contractor shall update action item lists assigned to supporting SMEs and team leads weekly.
- Provide graphic design support by planning, analyzing, and creating visual solutions to communicate messages through print and electronic media. Projects would include illustration, photography, and various print layout techniques to relay explanation of capabilities, knowledge areas, work areas, and major programs and efforts. This support shall include development of signage and posters for test sites, web design, presentation support, interactive pdfs, training materials, and brochures. Various software programs shall be used to complete these projects including Microsoft Office, Adobe CS 5.1 Master Suite, Suitcase Fusion 3, Suffit Deluxe, Toast 11 Titanium, CS6 Master Suite, and Wacom Tablet Intuos 4 Medium.
- Provide support for modeling and simulation development of various equipment and systems, including machinery and damage control systems and auxiliary systems, to be used as training and instructional tools for ship's crew and visual displays within test sites.
- Provide data maintenance and content management support for Metrics and Program Management (MPM), as well as other program management systems and solutions, in accordance with all process guidance and business rules provided by the program management organization.
- Provide content management support including team action items, travel reports, calendars and team documentation for Naval Systems Engineering Resource Center (NSERC) for PMS 501 Science and Technology (S&T) Program.
- Provide support for the engineering analysis, specification development, test planning, program progression, and related reporting, briefing, etc. for energy storage and power system developments including the OSD Hybrid Energy Storage Module program; the ONR Multi-Function Energy Storage Module Program; the Navy (multiple office) Multimission Railgun program; as well as various Small Business Innovative Research (SBIR) programs associated with these efforts.

3.0 GOVERNMENT FURNISHED INFORMATION AND EQUIPMENT:

The Government will provide the contractor with information, including but not limited to, deadlines and government proprietary data within fourteen (14) working days of request. This Government Furnished Information (GFI) shall be returned to the government within thirty (30) days after completion of this task or with submission of the final report.

The Government shall provide equipment such as NMCI workstations enabled with CAC

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readers as required by job tasks, printers, and wireless devices as needed to contractor personnel working in Government provided offices.

4.0 PLACE AND PERIOD OF PERFORMANCE / TRAVEL:

4.1 Place and Period of Performance

The contractor shall primarily perform work in support of this contract onsite at NSWC Philadelphia Division, Philadelphia, PA. At least 85% of the work is to be performed on-site at the Philadelphia Naval Business Center. The contractor will also have to perform work at the contractor's facility. Occasional travel may be required between Philadelphia and Remote Sites located throughout the continental United States. Routine visits between contractor personnel and government personnel for liaison with appropriate officials and performance of work is required. Local commuting expenses will not be reimbursed. Other work locations include:

- Washington, DC
- Norfolk, VA
- Newport News, VA
- San Diego, CA
- Portland, ME
- New London, CT
- Seattle, WA
- Mayport, FL
- Dahlgren, VA
- Annapolis, MD
- Bath, ME
- Albany, NY
- Baltimore, MD
- Arlington, TX
- Boston, MA

4.2 Travel:

All travel requirements will be approved by the COR and Contracting Officer via a Technical Instruction (TI). Before initiating any travel, the Contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Actuals cost, resulting from the performance of travel requirements, shall be reported as part of the Contractor's monthly status report. The reportable cost shall also be traceable to the Contractor's invoice

All travel shall be conducted in accordance with FAR 31.205-46, Travel Costs, and HQ B-2-0020 Travel Cost – Alt I (NAVSEA) and shall be pre-approved by the COR. The Contractor will be authorized travel expenses and will be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46 Travel Costs. The Contractor shall submit travel reports in accordance with DI-MGMT-81943 (CDRL A002).

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5.0 SECURITY AND SAFETY REQUIREMENTS:

Due to the possible sensitive work and areas in which work may be performed, all contractor personnel are required to have a SECRET security clearance or eligibility for a SECRET security clearance prior to the start of work on this Task Order.

The contractor shall comply with all NSWC Philadelphia Division Security and Occupational Safety and Health regulations.

6.0 REPORTING/DELIVERABLES:

6.1 Contract Status Report (CDRL A001):

6.1.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

6.1.2 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, Government's approval is required from the COR .

6.2 Travel Report (CDRL A002):

6.2.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

6.2.2 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, Government's approval is required from the COR .

6.2.3 The contractor may be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Federal Travel Regulations (FTR) and shall be pre-approved by the COR. The contractor shall submit travel reports in accordance with DI-MGMT-81943.

6.3 Technical Reports (CDRL A003):

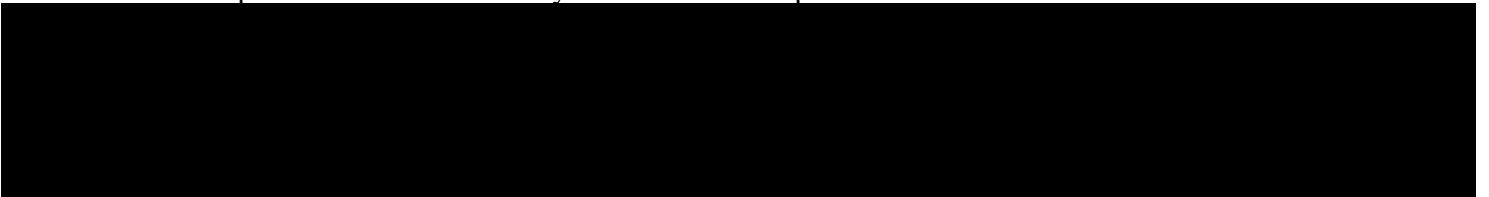
6.3.1 Technical reports and conclusions reflecting the work accomplished under each Technical Instruction set forth will be prepared and delivered to the Government when and in the form required by the COR.

6.4 Other Direct Costs (ODC) Report (CDRL A004)

6.5 Contractor Personnel Roster (CDRL A005)

7.0 SNOW DAYS AND HOLIDAYS:

Contractor personnel shall observe only Government holidays. During snow or other emergencies, contractor personnel shall adhere to the Base closure policy of the Philadelphia site. Personnel may be directed to report to an alternate work site.



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9.0 CONTRACTOR PERSONNEL IDENTIFICATION

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

10.0 SUBJECT MATTER EXPERT (SME)

The Subject Matter Expert (SME) for this Task Order is to be determined at time of award.

11.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR for this SeaPort-e Task Order is to be determined at time of award.

12.0 PERSONNEL QUALIFICATIONS

The following statements define general instructions for the qualifications of key personnel and non-key personnel.

1. The contractor shall be responsible for the employment of trained and technically qualified personnel to perform the tasks to be ordered hereunder by this statement of work. In addition, the contractor is responsible for organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements and those set forth in the task order.
 - a. The government reserves the right, during the life of this contract, to request work histories on any contractor employee for purpose of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this contract shall meet the experience, educational, or background requirements set forth herein and are fully capable of performing the functions of the respective labor categories in an efficient, reliable, and professional manner. If the contracting officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.
 - b. All contractor personnel are required to comply with computer security requirements applicable to the Government's computer systems being used or accessed by them during the performance of this task order. When a decision is made known to a contractor employee that the employee will no longer need access to the Government computer system (due to dismissal, reassignment, or resignation), it is the responsibility of the contractor to immediately notify the Contracting Officer's Representative (COR) that the individual will be permitted access to the computer system and its data files.
 - c. When requested, the contractor shall provide resumes and similar work experience to document employee competencies.
 - d. In the event an individual proposed for performance under the resultant contract is not currently employed by the offeror, the offeror shall include with the listing, a letter of intent signed by that individual who states the individual's intent to accept employment with that offeror within thirty (30) days of contract award if the contract is awarded to the offeror.

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2. Key Personnel - The following labor categories are designated Key Personnel for this task order. Please note accredited herein means: Accredited by an accreditation agency listed as nationally recognized by the U.S. Department of Education.

The qualifications for the respective key labor categories are as follows (asterisks denote key personnel):

a. Manager, Program/Project I* (1 Resume)

Minimum Education: Bachelor of Science (BS) or Bachelor of Arts (BA) degree from an accredited college or university and, in addition, a Project Management Professional (PMP) certification.

Minimum Experience: Four (4) years' experience performing Project Management such as budgeting, scheduling, planning, estimating, progress tracking and planning of Navy programs. Experience includes supporting NSWCPD by providing management support to the following programs: Advanced Auxiliary Systems – Shaft Bearings, Applied Superconductivity, Chemical and Hybrid Energy Storage Modules, and Advanced Life Support / Atmosphere Control and working knowledge of the Naval Sea System Command, Naval Surface Warfare Center and Fleet organizations.

b. Analyst, Management I* (1 Resume)

Target Education: Bachelor of Science (BS) or Bachelor of Arts (BA) degree from an accredited college or university.

Minimum Experience: Three (3) years' experience in providing high level graphics development and editing support, film and video, database creation and management, financial and funding analysis, production of technical manuals and production books. Three (3) years of experience using advanced Microsoft Office skills including Word, Excel, Access, Project, and Visio as well as high level commercial graphics tools such as Adobe Photoshop and Illustrator. Working knowledge of the Naval Sea System Command, Naval Surface Warfare Center and Fleet organizations is highly preferred. Experience may be gained concurrently.

c. Engineer, Mechanical IV* (1 Resume)

Minimum Education: Bachelor of Science (BS) in Chemical Engineering from an accredited college or university.

Target Experience: Fifteen (15) years' experience in chemical engineering including fifteen (15) years providing support to U.S. Navy programs. Experience includes design, development, transition and testing of Submarine Life Support equipment for U.S. Navy ships along with experience with CO2 removal systems, Oxygen generation systems, trace contaminant control systems and atmosphere analysis systems for U.S. Navy submarines. Working knowledge of Naval Sea Systems Command, Naval Surface Warfare Center, and Fleet Organizations as demonstrated by prior work experience.

d. Engineer, Mechanical IV *(1 Resume)

Minimum Education: Master of Science (MS) in Chemistry and/or Chemical Engineering from an accredited college or university.

Target Experience: Fifteen (15) years of experience in the field of chemistry/chemical engineering including ten (10) years of experience with solid amine CO₂ sorbent chemicals.

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Knowledge and experience with functionalized SAMMS™ CQ sorbents and how they are used for the U.S. Navy. Working knowledge of Naval Sea Systems Command, Naval Surface Warfare Center, and Fleet Organizations as demonstrated by prior work experience.

e. Engineer, Mechanical IV * (1 Resume)

Target Education: Master of Science (MS) in Mechanical Engineering from an accredited college or university.

Minimum Experience: Fifteen (15) years' experience in mechanical engineering and software development/design, including fifteen (15) years' providing support to U.S. Navy programs. Experience includes design, development, and testing of battery systems equipment for U.S. Navy ships along with four (4) years of experience with High Energy System Safety as well as knowledge of Navy programs, organizations, and functions.

f. Engineer, Electrical IV* (1 Resume)

Minimum Education: Bachelor of Science (BS) in Electrical Engineering from an accredited college or university.

Minimum Experience: Fifteen (15) years' experience in engineering and engineering management of Office of Naval Research and Naval Sea Systems Command programs. Experience includes ten (10) years of practical, hands-on experience analyzing ship interface issues associated with high energy pulsed power systems, including prime power, grounding/fault management and overall systems engineering.

g. Engineer, Electrical IV* (1 Resume)

Target Education: Bachelor of Science (BS) in Electrical Engineering, Mechanical Engineering, or Physics from an accredited college or university.

Target Experience: Fifteen (15) years of combined experience within academia, industry, and enlisted/commissioned in the U.S. Navy, performing work related to electric power systems. Experience includes technical hands on experience and/or programmatic support with Naval Sea Systems Command.

h. Engineer, Electrical IV* (1 Resume)

Target Education: Master of Science (MS) in Electrical Engineering from an accredited college or university.

Target Experience: Eight (8) years' experience in electrical engineering and pulsed power systems, either in industry or in academia. Experience including the design, development, and testing of Energy Storage and Pulsed Power systems, and associated controls. Experience with Pulsed Power systems for U.S. Navy ships is preferred as is knowledge of Navy programs, organizations, and functions.

i. Engineer, Electrical III* (1 Resume)

Target Education: Bachelor of Science (BS) in Electrical Engineering from an accredited college or university.

Target Experience: A Subject Matter Expert in Hybrid Energy Storage Systems and associated controls. Five (5) years of experience with the design, development, and testing of Hybrid Energy Storage Systems for U.S. Navy Ships, and U.S. Marine Corps renewables-integrated systems. In addition, experience with the modeling and simulation of Hybrid Energy Storage Systems including associated software and controls.

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3. Non-Key Personnel – The minimum qualification for the respective non-key labor categories are as follows:

a. Engineer II:

Minimum Education: Bachelor of Science (BS) in Engineering from an accredited college or university.

Minimum Experience: Three (3) years' experience in Navy Ship Steam and Auxiliary systems, including mechanical system design, repair, installation, modification, operation, maintenance and testing of Navy equipment or systems, as described in the SOW, as well as knowledge of Navy programs, organizations and functions.

b. Engineer, Electrical III

Minimum Education: Bachelor of Science (BS) in Electrical Engineering from an accredited college or university.

Minimum Experience: Ten (10) years' experience working on the development, operation, implementation and/or integration of controls, data acquisition and related systems, particularly with respect to naval systems implementation and integration.

c. Engineer I:

Minimum Education: Bachelor of Science (BS) in Engineering from an accredited college or university.

Minimum Experience: One (1) year of experience in Navy Ship Steam and Auxiliary systems, including mechanical system design, repair, installation, modification, operation, maintenance and testing of Navy equipment or systems, as described in the SOW, as well as knowledge of Navy programs, organizations and functions.

d. Technician, Engineering III:

Minimum Education: High school diploma, trade/industrial school graduate or GED equivalent.

Minimum Experience: Three (3) years of experience in Navy Ship Steam and Auxiliary systems, including distributed machinery control systems and software, Auxiliary Fuel and Lube Oil systems, Auxiliary Machinery, Auxiliary Pumps and Smart Valves and the testing of these systems, as described in the SOW, as well as knowledge of Navy programs, organizations and functions.

e. Technician, Engineering II:

Minimum Education: High school diploma, trade/industrial school graduate or GED equivalent.

Minimum Experience: Three (3) years of experience in Navy Ship Steam and Auxiliary systems, including distributed machinery control systems and software, Auxiliary Fuel and Lube Oil systems, Auxiliary Machinery, Auxiliary Pumps and Smart Valves and the testing of these systems, as described in the SOW, as well as knowledge of Navy programs, organizations and functions.

f. Analyst, Management I:

Minimum Education: High school diploma, trade/industrial school graduate or GED equivalent.

Minimum Experience: Three (3) years of experience with business and technical processes,

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metrics, data collection, database structures, financial management, financial reports, tracking schedule and cost performance using tools and databases, as described in the SOW, as well as knowledge of Navy programs, organizations and functions.

g. Drafter/CAD Operator I:

Minimum Education: High school diploma, trade/industrial school graduate or GED equivalent.

Minimum Experience: One (1) year of experience in the development of engineering drawings and data for Navy systems and equipment, directly related to the SOW, including one (1) year of experience with Automated Computer Aided Design/Drafting (AUTOCAD) software application package.

h. Artist, Graphic:

Minimum Education: High school diploma, trade/industrial school graduate or GED equivalent.

Minimum Experience: Three (3) years of experience with developing engineering drawings and data, including AUTOCAD, and Visio Systems, for Navy systems and equipment, directly related to the SOW, as well as knowledge of Navy programs, organizations and functions.

i. Clerk, General I:

Minimum Education: High school diploma, trade/industrial school graduate or GED equivalent.

Minimum Experience: One (1) year of experience using the Microsoft Office suite of desktop applications (Word, Excel, Access, PowerPoint and Outlook) and Microsoft Project.

13.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM

(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. The eCRAFT Reports must use the standardized labor categories identified in Section C - Statement of Work.

Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

(c) The Contracting Officer may require supporting accounting system reports based on the review of the invoice documentation submitted to eCRAFT such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent).

(d) The contractor shall submit its reports on the same day it submits an invoice in iRAP. The costs reflected in eCRAFT shall be the same as those in iRAP. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(e) The eCRAFT Periodic Report Utility (ePRU) is an Excel tool used to facilitate generating reports of expenditures-against-cost contracts. The generated XML files will then be submitted by the ePRU tool via email to NUWC_NPT_eCRAFT.FCT@navy.mil for submission into the eCRAFT Database Management System.

The ePRU spreadsheet and user manual can be obtained from the NUWC Division Newport

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Contracts Home Page under eCRAFT information at: [http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/](http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/)

ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NSWCPD Energy Conversion 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) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

PD-C01 ON-SITE SAFETY AND ENVIRONMENTAL AWARENESS TRAINING (NOV 2015)

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

(b) The contractor shall ensure that each contractor employee reads the documents entitled, "Philadelphia Division Environmental Policy and Commitment" and "Philadelphia Division Occupational Safety and Health Policy Statement" within thirty (30) days of commencing performance at Naval Surface Warfare Center Philadelphia Division (NSWCPD). These documents are available at:

<https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx>

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Environmental Management System (EMS) Awareness training within thirty (30)

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days of commencing performance at NSWCPD. This document is available at:

<https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx>



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

<https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx>



(g) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within thirty (30) days of commencing performance at NSWCPD for review by the OSH Office (Al D'Imperio). If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment will be performed by the OSH Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment (PPE) or training will be required.

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

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

(j) The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCPD to the OSH Office.

(k) The contractor shall ensure that all contractor work at NSWCPD is in accordance with the OSH Program Manual (NAVSSSESINST 5100.14). The OSH Program Manual is available at:

<https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx>

Note:

1) Contractors must request an "iNAVY" account to access the documents online. Instructions

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are as follows:

- a. <https://inavy.accessrequest.portal.navy.mil/>
- b. select EMAIL Certificate<<<<-----
- c. select Association (CIV, CTR or MILITARY)
- d. enter work phone number
- e. UIC number: 64498 (entering this will auto-populate the next box to "NSWC Philadelphia")
– then hit "NEXT"
- f. sponsor: NAVSEA
- g. sponsor activity: NSWC Philadelphia
- h. submit your request (you do not need to enter a justification)

HQ C-1-0001 ITEM(S) A001 – A005 DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001 – A005, attached hereto.

CDRL No.	Title	Data Item Description
A001	Contracting Status Report	DID # DI-MGMT-81991
A002	Travel/Trip Report	DID # DI-MISC-81943
A003	Technical Reports	DID # DI-MISC-80508B
A004	Other Direct Costs (ODC) Report	DID # DI-FNCL-81866
A005	Contractor Personnel Roster	DID # DI-MGMT-81834A

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 ___17-04___ dated _3March 2017___ in response to NAVSEA Solicitation No. N64498-17-R-3025.

(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 referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0016 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR

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SHIP REPAIR (NAVSEA) (APR 2015)

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.15). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations, which it may have for compliance with the aforesaid regulations.

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

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

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

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

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

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

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(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

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this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

NOTES

- The period of time in paragraphs (e) and (f) may be varied; however, the time period must be for a fixed period of duration sufficient to avoid the circumstance of unfair competitive advantage or potential bias. Termination of the restriction can be by occurrence of a specified event, e.g., award of the second production contract.

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

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

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise

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protected pursuant to law or regulation, hereinafter referred to as “protected information”. File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

HQ C-2-0031 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) – ALTERNATE I (NAVSEA) (SEP 2009)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract guidance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the

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NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

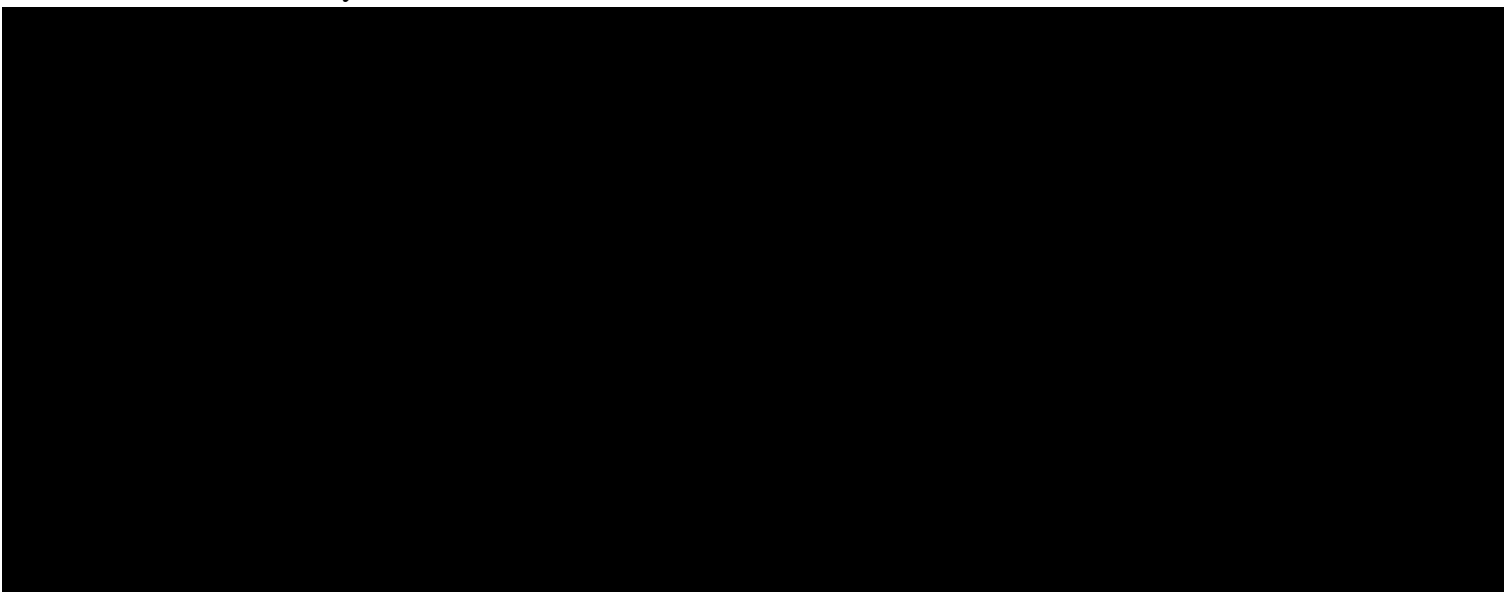
(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2) or "CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS" (FAR 52.243-3).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT

PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:



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Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

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SECTION D PACKAGING AND MARKING

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

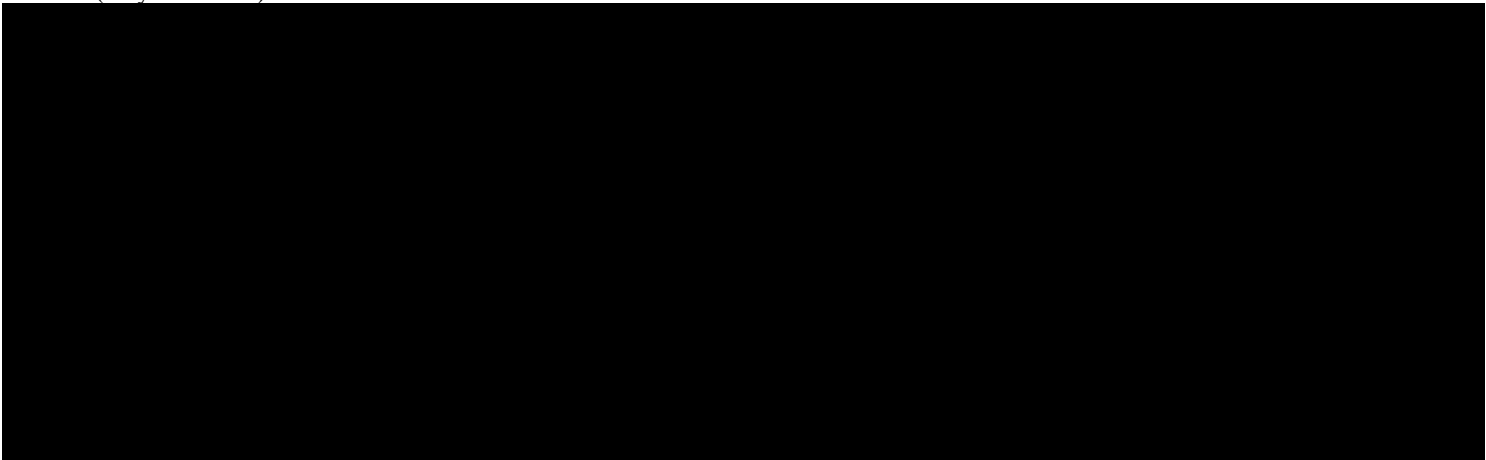
All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)



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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by the Government.

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF 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 OF LOE SERVICES

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

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection and Receiving Report (MAR 2008)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	4/27/2017 - 4/26/2018
7000AB	4/27/2017 - 9/30/2017
7000AC	6/14/2017 - 9/30/2017
7000AD	7/13/2017 - 9/28/2018
7000AE	8/2/2017 - 9/30/2018
7000AF	8/2/2017 - 4/28/2018
7000AG	8/15/2017 - 4/26/2018
7000AH	8/22/2017 - 4/26/2018
7000AJ	10/11/2017 - 9/28/2018
7000AK	11/15/2017 - 9/28/2018
7000AL	11/28/2017 - 4/26/2019
7000AM	12/1/2017 - 9/30/2018
7000AN	12/20/2017 - 9/28/2018
7100AA	2/15/2018 - 4/26/2019
7100AB	2/20/2018 - 4/26/2019
7100AC	2/27/2018 - 12/31/2018
7100AD	5/14/2018 - 9/30/2018
7100AE	6/25/2018 - 4/1/2019
7100AF	6/25/2018 - 4/1/2019
7100AG	12/28/2018 - 9/30/2019
9000AA	4/27/2017 - 4/26/2018
9000AB	4/27/2017 - 9/30/2017
9000AC	6/14/2017 - 9/30/2017
9000AD	7/13/2017 - 9/28/2018
9000AE	8/2/2017 - 9/30/2018
9000AF	8/2/2017 - 4/28/2018
9000AG	8/15/2017 - 4/26/2018
9000AH	8/22/2017 - 4/26/2018
9000AJ	10/11/2017 - 9/28/2018
9000AK	11/15/2017 - 9/28/2018
9000AL	11/28/2017 - 4/26/2019
9000AM	12/1/2017 - 9/30/2018
9000AN	12/20/2017 - 9/28/2018
9100AA	2/15/2018 - 4/26/2019
9100AB	2/20/2018 - 4/26/2019
9100AC	2/27/2018 - 12/31/2018
9100AD	5/14/2018 - 9/30/2018
9100AE	6/25/2018 - 4/1/2019
9100AF	6/25/2018 - 4/1/2019

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9100AG

12/28/2018 - 9/30/2019

CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance is as follows:

CLINs 7000 & 9000 Base Period – Date of Award to 12 Months After Date of Award

CLINs 7100 & 9100 Option Period 1 – 13 Months to 24 Months After Date of Award

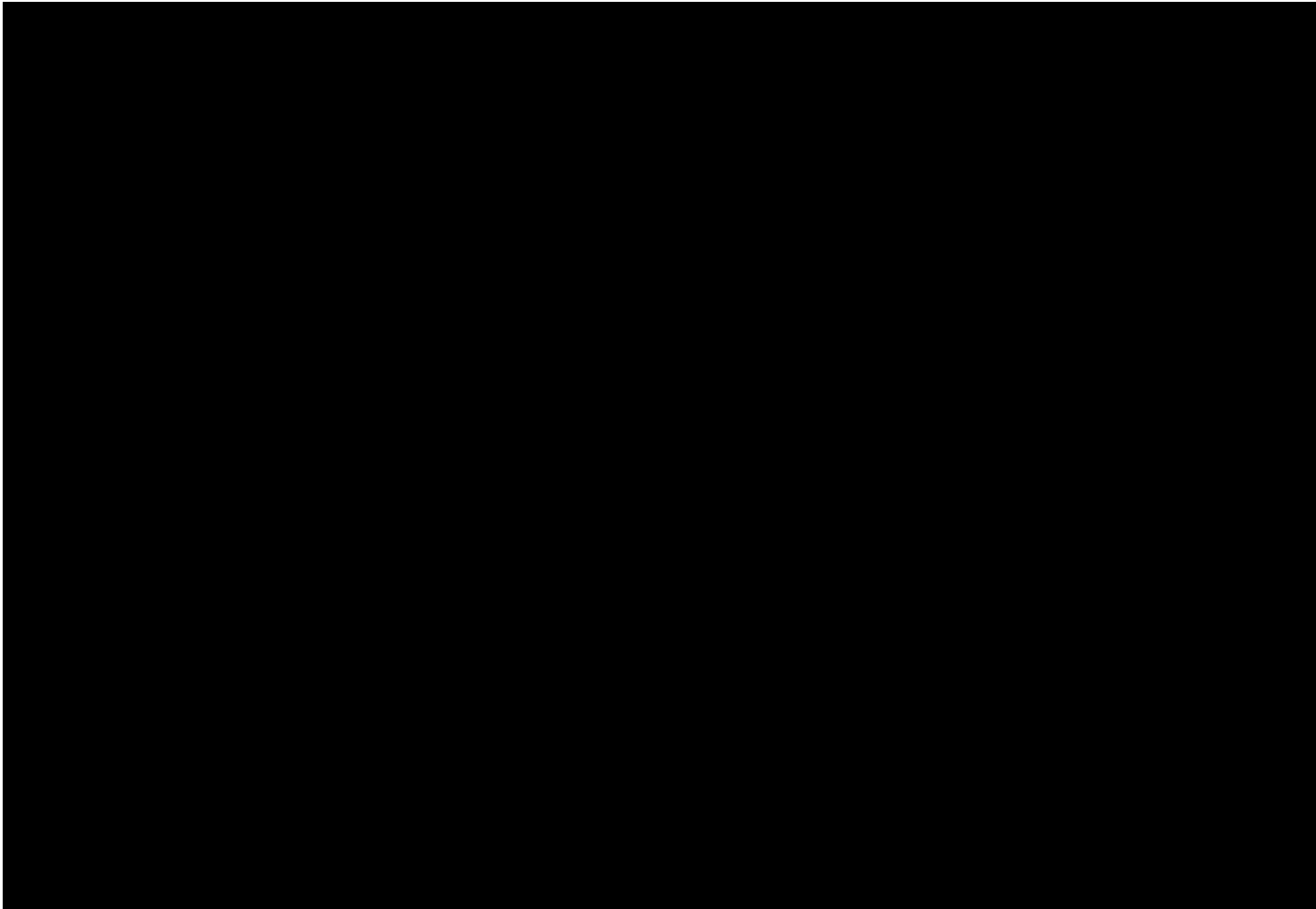
CLINs 7200 & 9200 Option Period 2 – 25 Months to 36 Months After Date of Award

CLINs 7300 & 9300 Option Period 3 – 37 Months to 48 Months After Date of Award

CLINs 7400 & 9400 Option Period 4 – 49 Months to 60 Months After Date of Award

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SECTION G CONTRACT ADMINISTRATION DATA



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

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management

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at <https://www.acquisition.gov>; and

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

Cost Voucher (Cost Reimbursable)

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

Destination

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N64498
Admin DoDAAC	N64498
Inspect By DoDAAC	N64498
Ship To Code	N64498
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	N/A

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Service Acceptor (DoDAAC) N/A

Accept at Other DoDAAC N/A

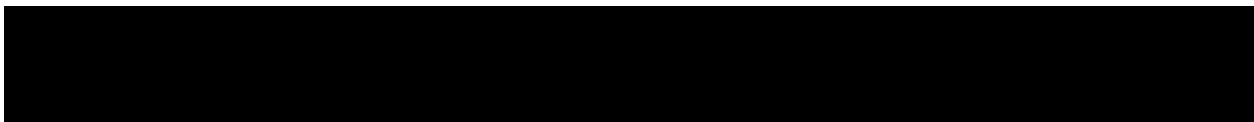
LPO DoDAAC

DCAA Auditor DoDAAC HAA47B

Other DoDAAC(s)

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

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



(g) WAWF point of contact.

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



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

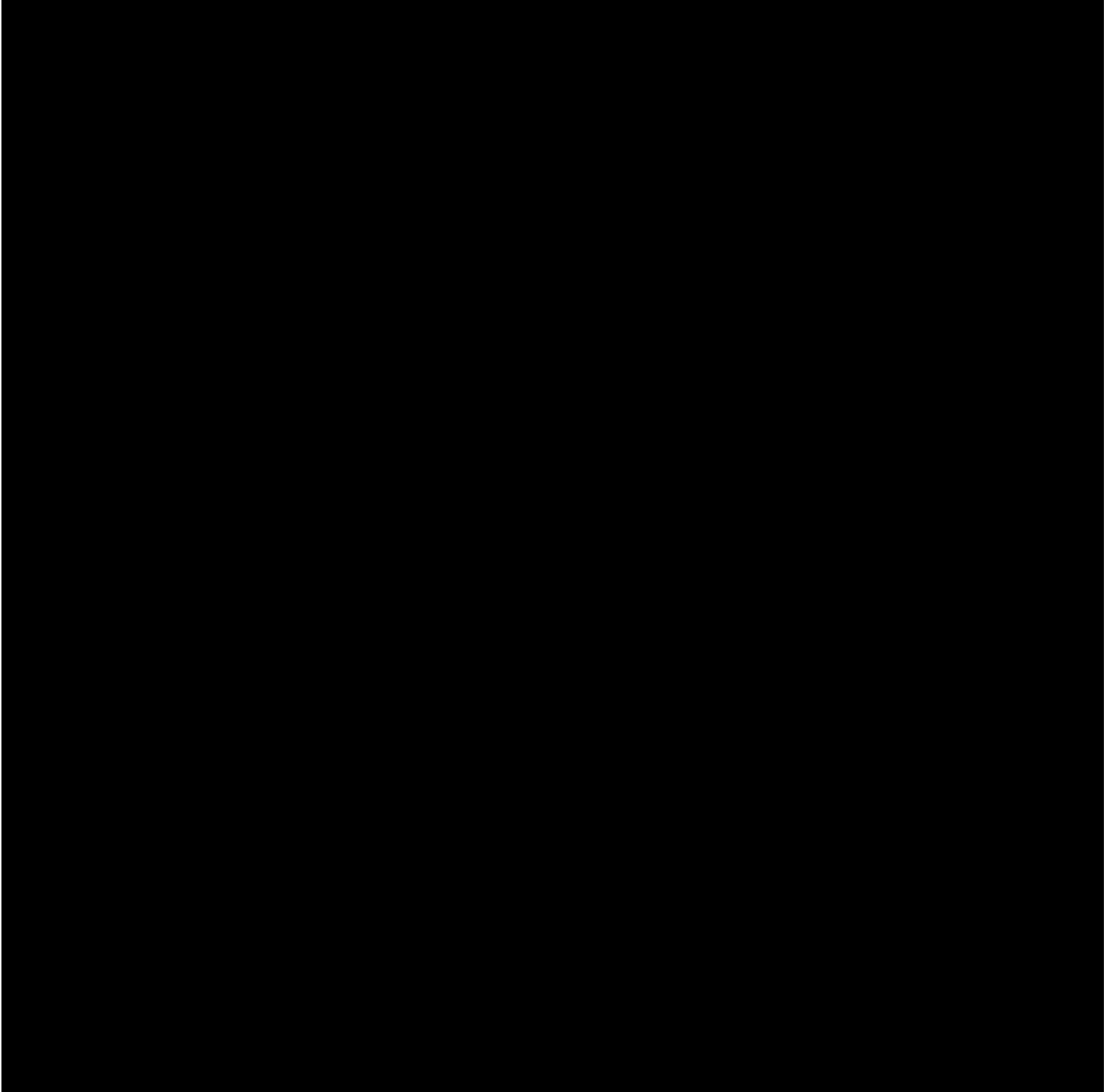
HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

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

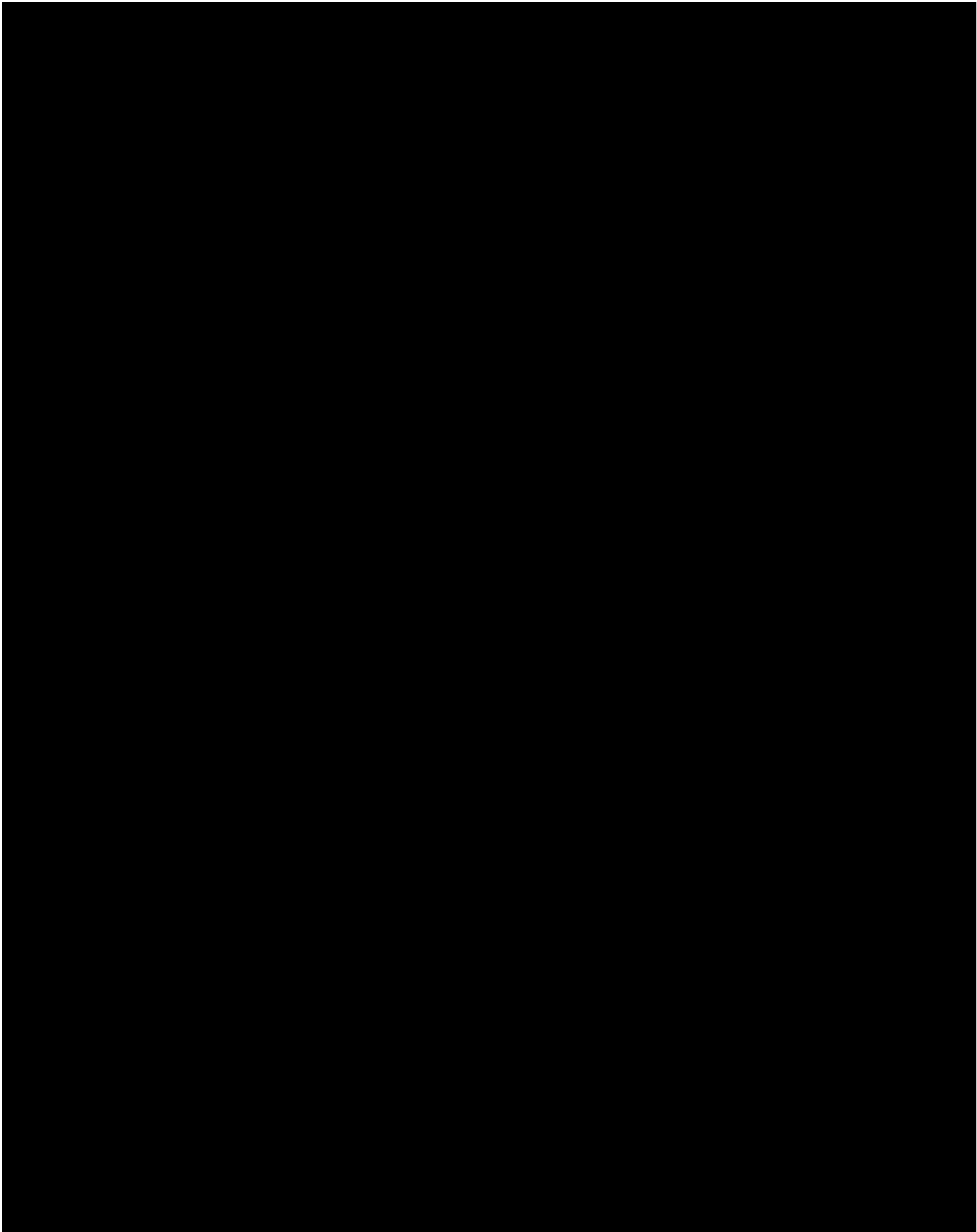
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WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

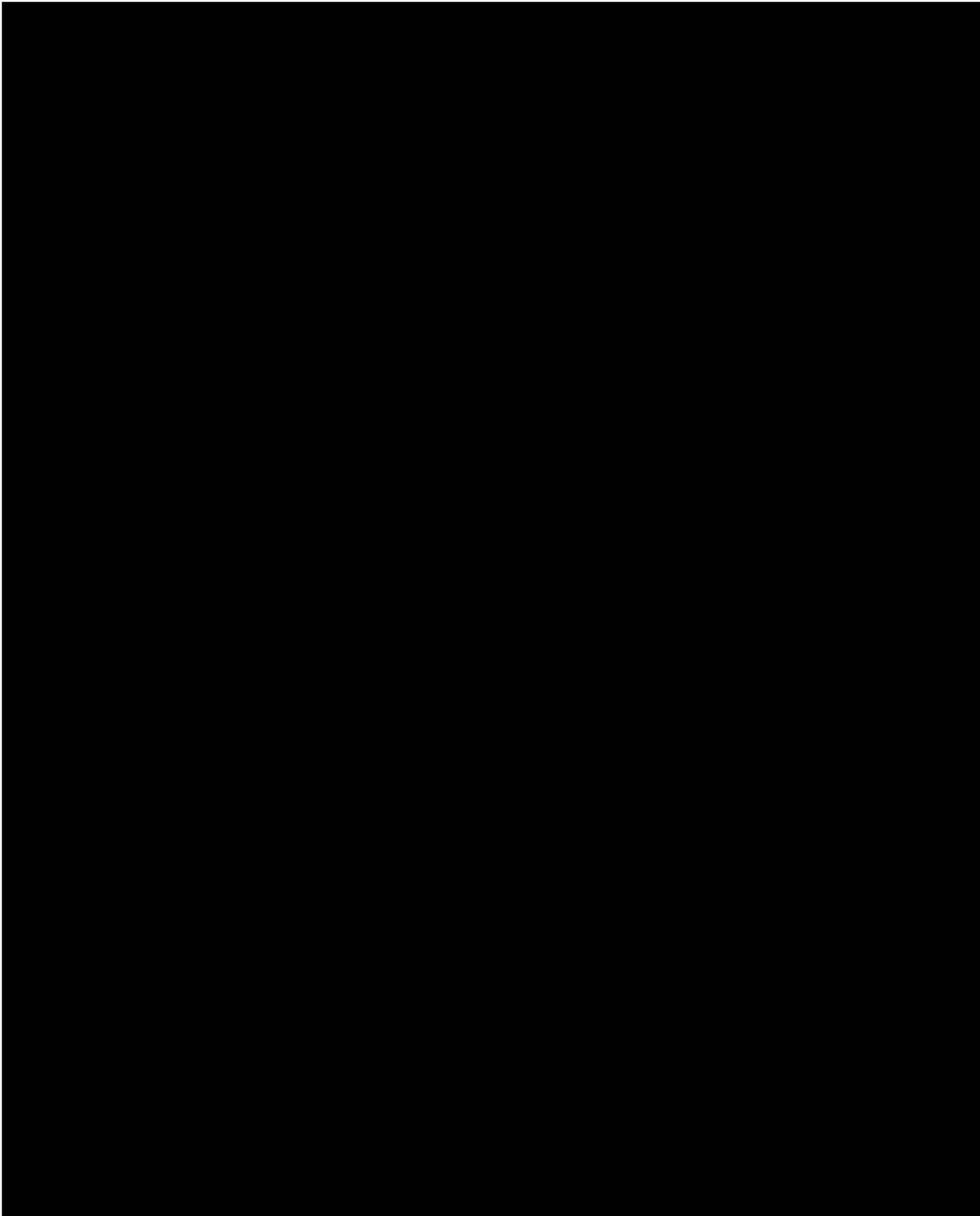
(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if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



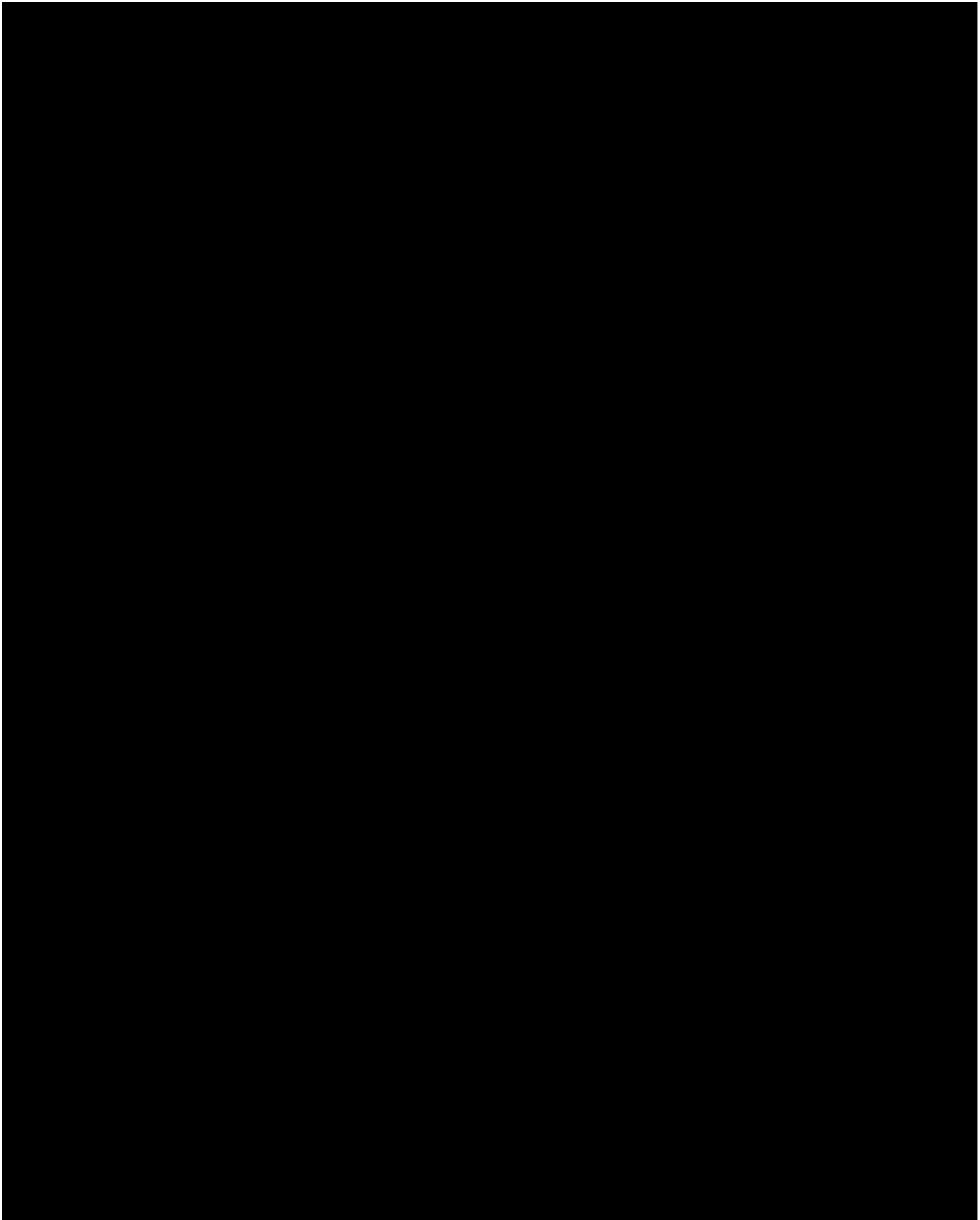
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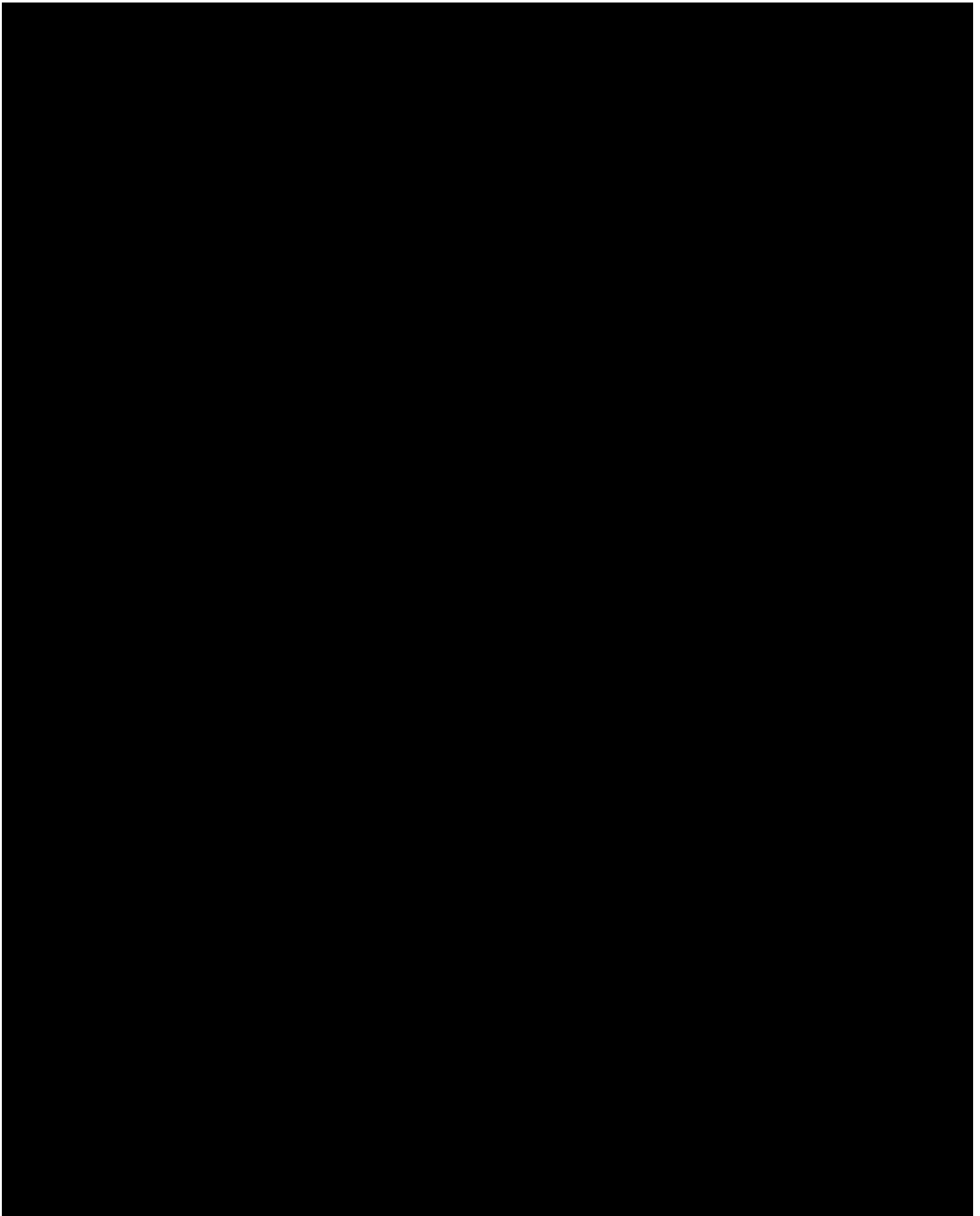
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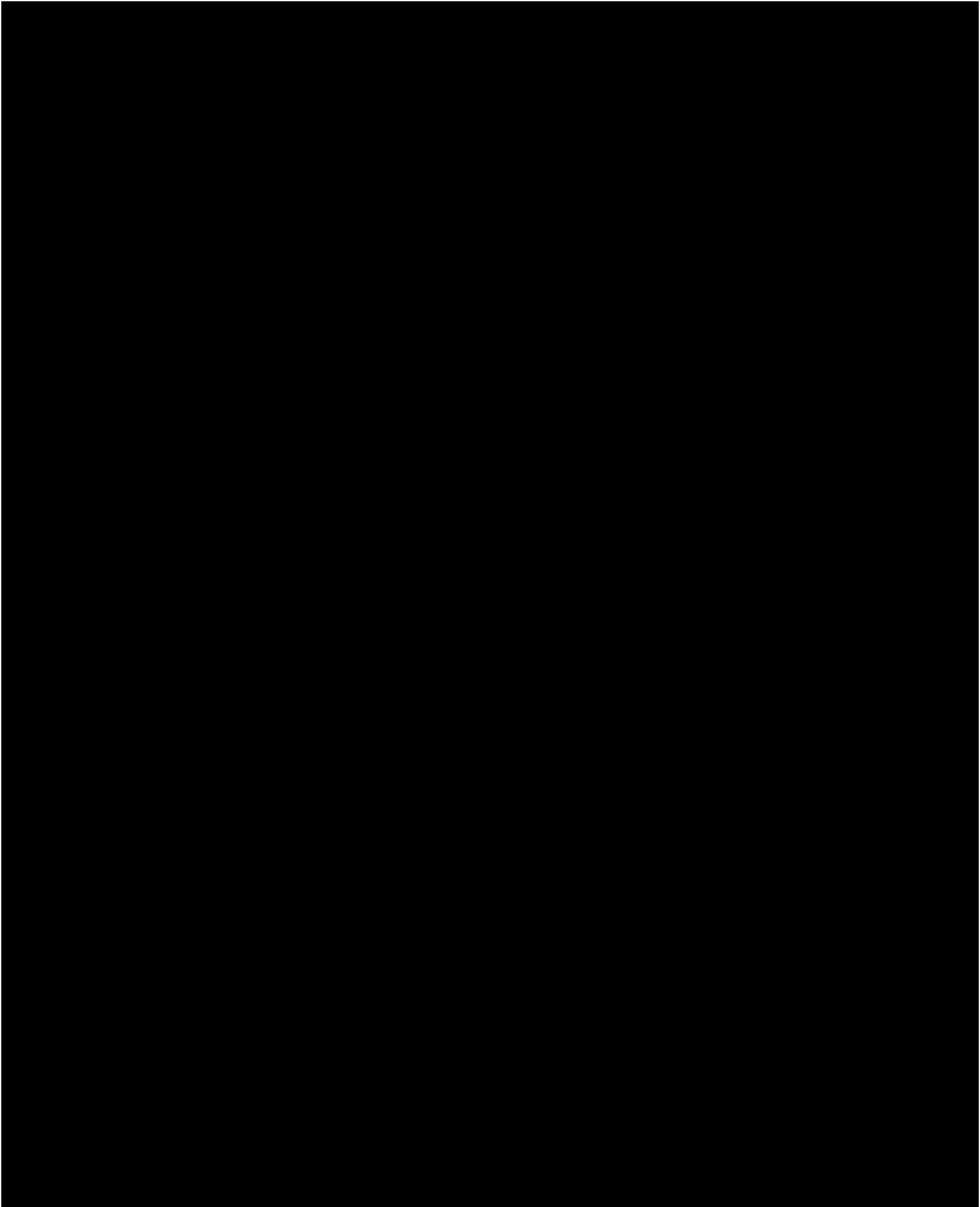
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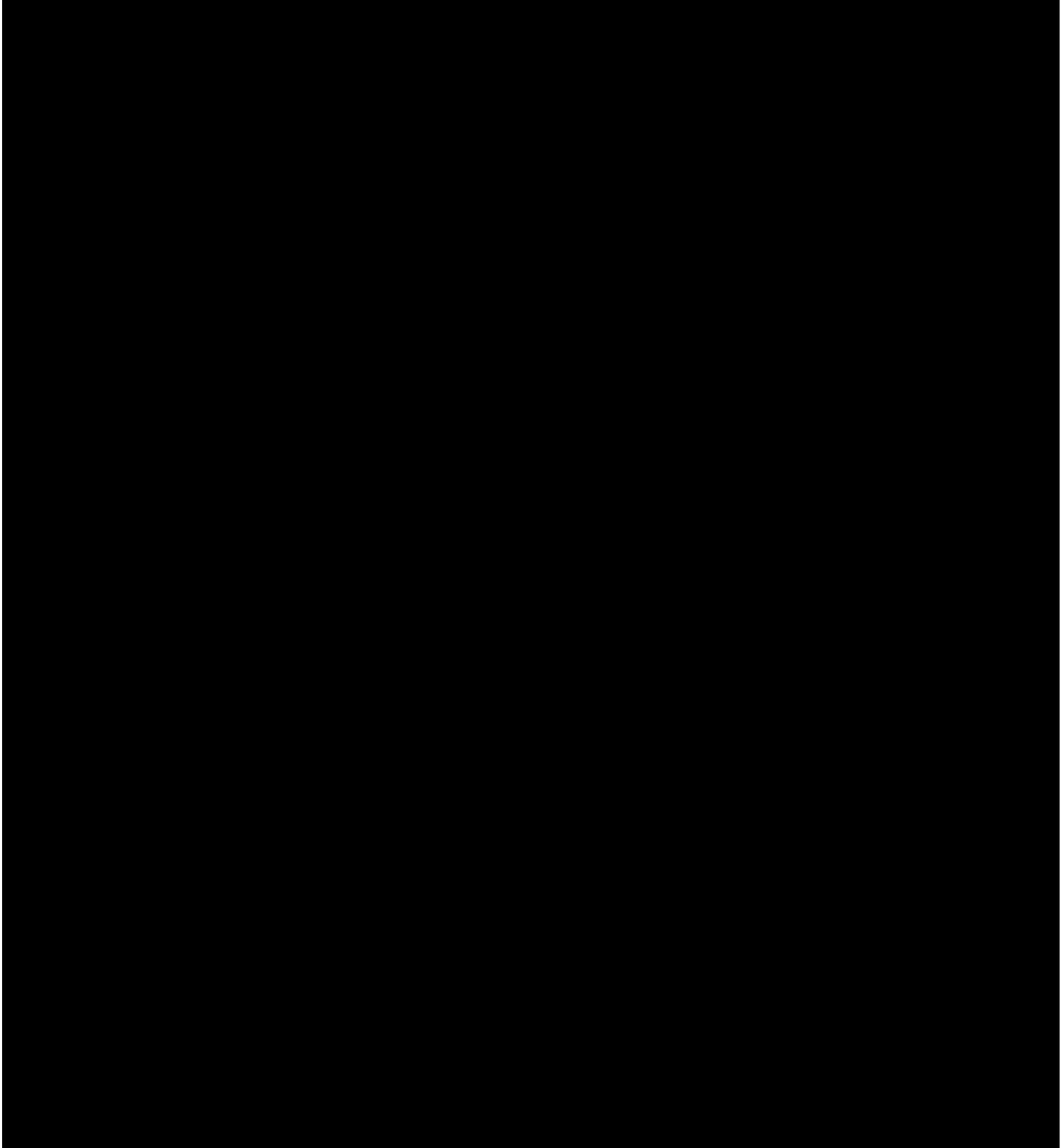


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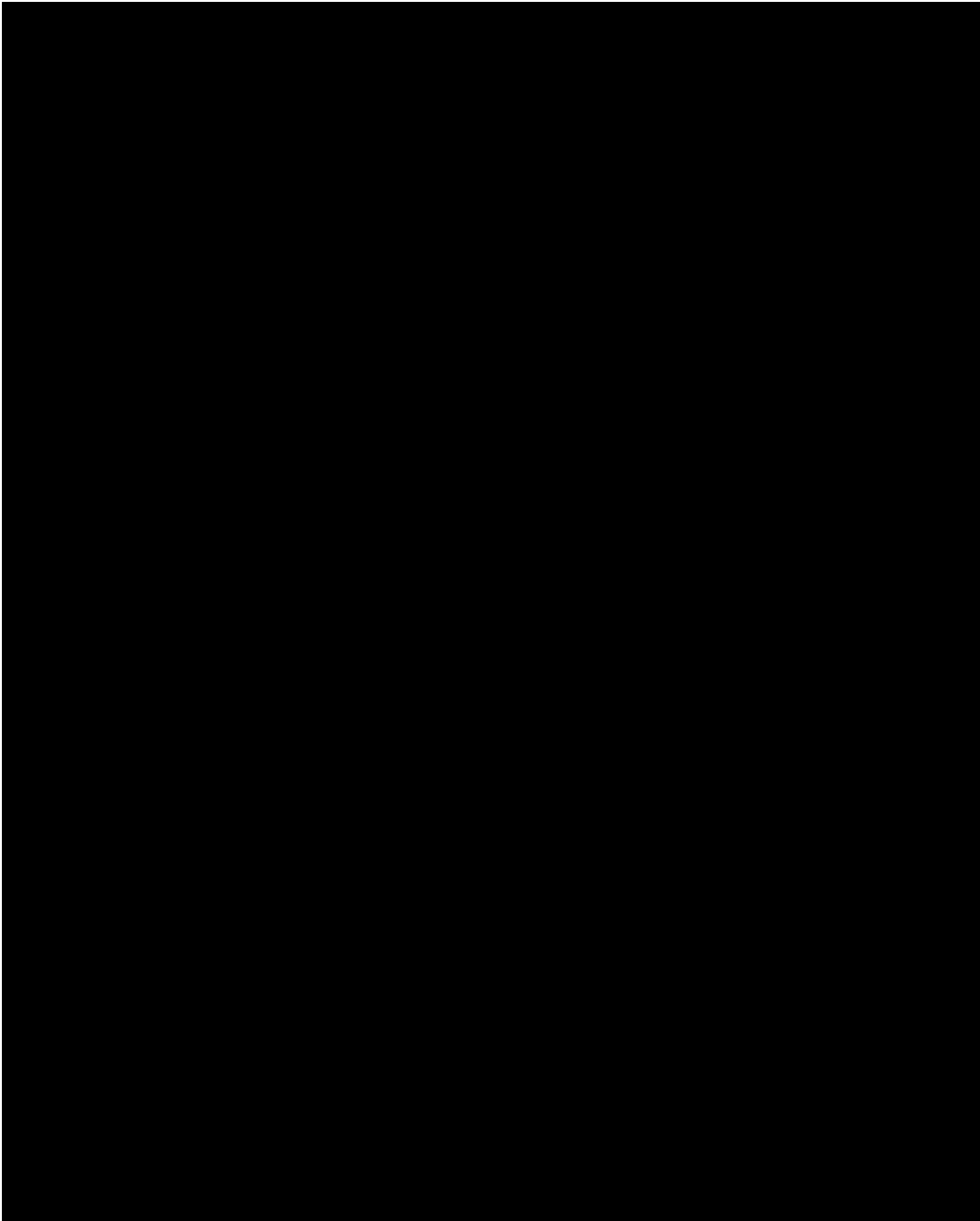
SECTION H SPECIAL CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY REFERENCE

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTERS (OCT 2016)



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5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

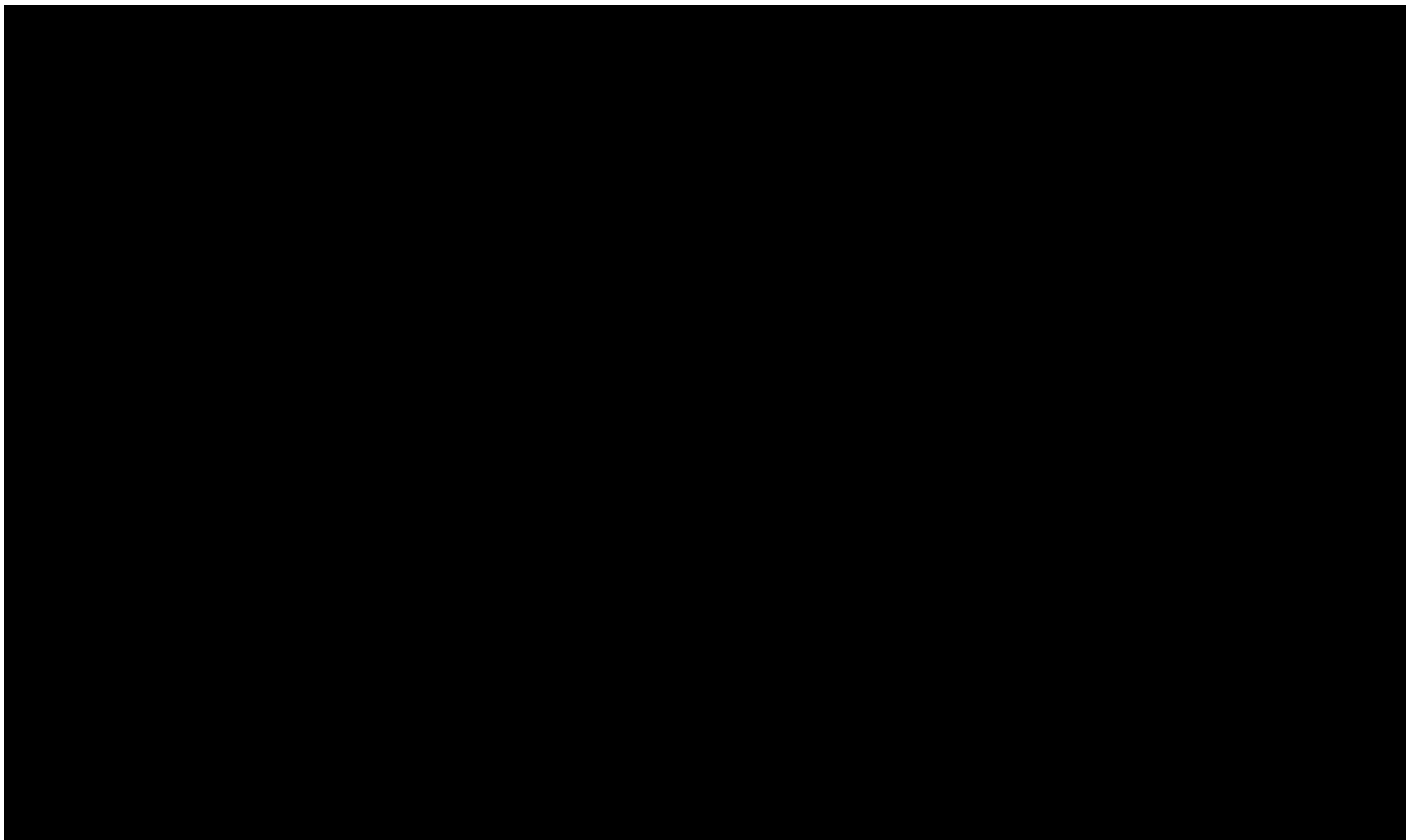
(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution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

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

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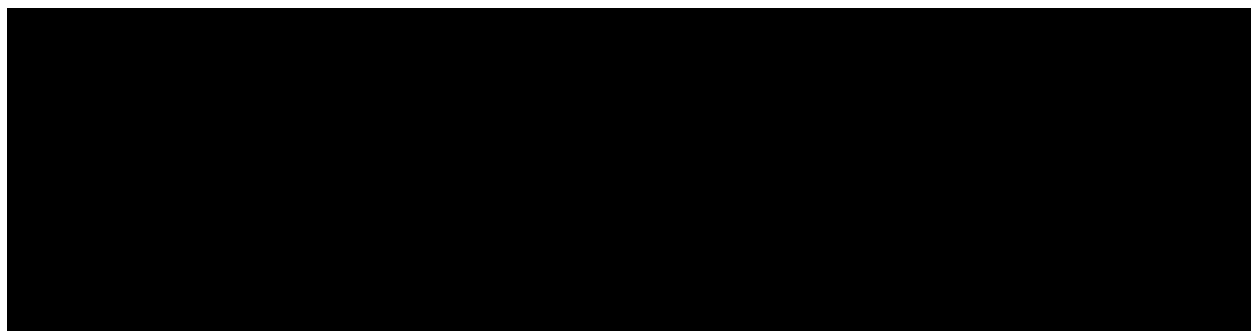
**5252.237-9106(A) SUBSTITUTION OF PERSONNEL-KEY PERSONNEL LIST (PD-H05)
(FEB 2016)**

In accordance with "5252.237-9106 Substitution of Personnel (SEP 1990)", the list of Key Personnel for this award is as follows:



PD-H06 - Ombudsman Description (FEB 2016)

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



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PD-H04 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (AUG 2015)

- a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLIC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF-86 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated. For Common Access Card (CAC) card you must have a completed investigation that has been favorably adjudicated or a final security clearance. A CAC Card will not be issued to contractors who have an interim security clearance.
- b. Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed.
- c. Construction badges for contractor personnel that work on-site at one of the NSWCPD sites will be good for sixty (60) days.
- d. A Facility Access Determination (FAD) will be completed on any contractor that does not have a favorable adjudicated investigation in JPAS and is requesting swipe/non-swipe access to our buildings in excess of one hundred and twenty (120) days. Any contractor that has unfavorable information that has not been favorably adjudicated by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.
- e. Within thirty (30) days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The Contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- 52.247-63 PREFERENCE FOR U.S.- FLAG AIR CARRIERS (JUN 2003)
- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
- 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
- 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)
- 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
- 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
- 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)**

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

ITEM(S) LATEST OPTION EXERCISE DATE

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(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.



52.217-8 Option to Extend Services (NOV 1999)

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

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

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

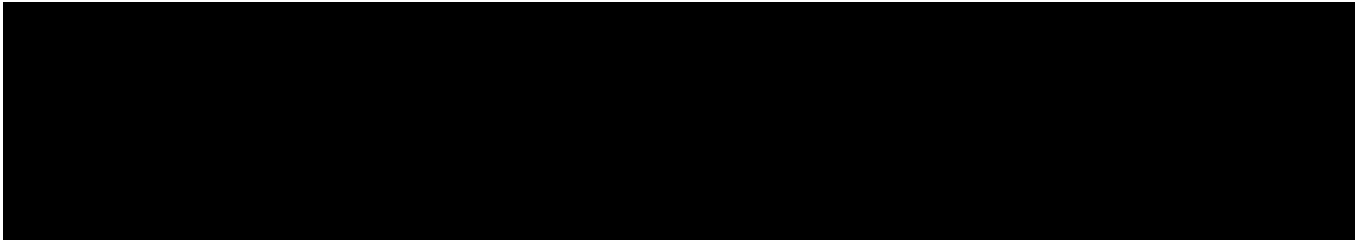
The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no

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expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:



252.203-7997 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements.

Include the following clause in all solicitations and contracts, including solicitations and contracts

for the acquisition of commercial items under FAR part 12, that will use funds made available by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235).

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any

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internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)

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

Adequate security means protective measures that are commensurate with the consequences and

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probability of loss, misuse, or unauthorized access to, or modification of information.

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

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

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

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical

Documents. The term does not include information that is lawfully publicly available without restrictions.

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

Covered defense information means unclassified information that--

(i) Is--

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

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

(ii) Falls in any of the following categories:

(A) Controlled technical information.

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

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

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munitions list; license applications; and sensitive nuclear technology information.

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the

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security requirements specified elsewhere in this contract; or

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

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within thirty (30) days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

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

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

(c) Cyber incident reporting requirement.

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

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

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

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

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

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

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

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

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

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

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

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

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

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

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

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful

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Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

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

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

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties;

and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

52.244-2 Subcontracts (Oct 2010)

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

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

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

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

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

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

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(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 PROPOSAL ___

(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:

(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:

___ ALL SUBCONTRACT AND TEAMING AGREEMENTS SUBMITTED WITH THE PROPOSAL ___

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SECTION J LIST OF ATTACHMENTS

GFI Schedule C

Contract Data Requirements List (CDRLs) A001-A005

Cost Summary Format

Direct Labor Rate Substantiation Table

Contract Security Classification Clearance DD254