

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
P00001

3. EFFECTIVE DATE
28-Aug-2019

4. REQUISITION/PURCHASE REQ. NO.
1300801784

5. 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
NSWCPD
Philadelphia PA 19112-1403

DCMA 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)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4078 / N6449819F3014

10B. DATED (SEE ITEM 13)

29-Jul-2019

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) 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)

28-Aug-2019

NSN 7540-01-152-8070

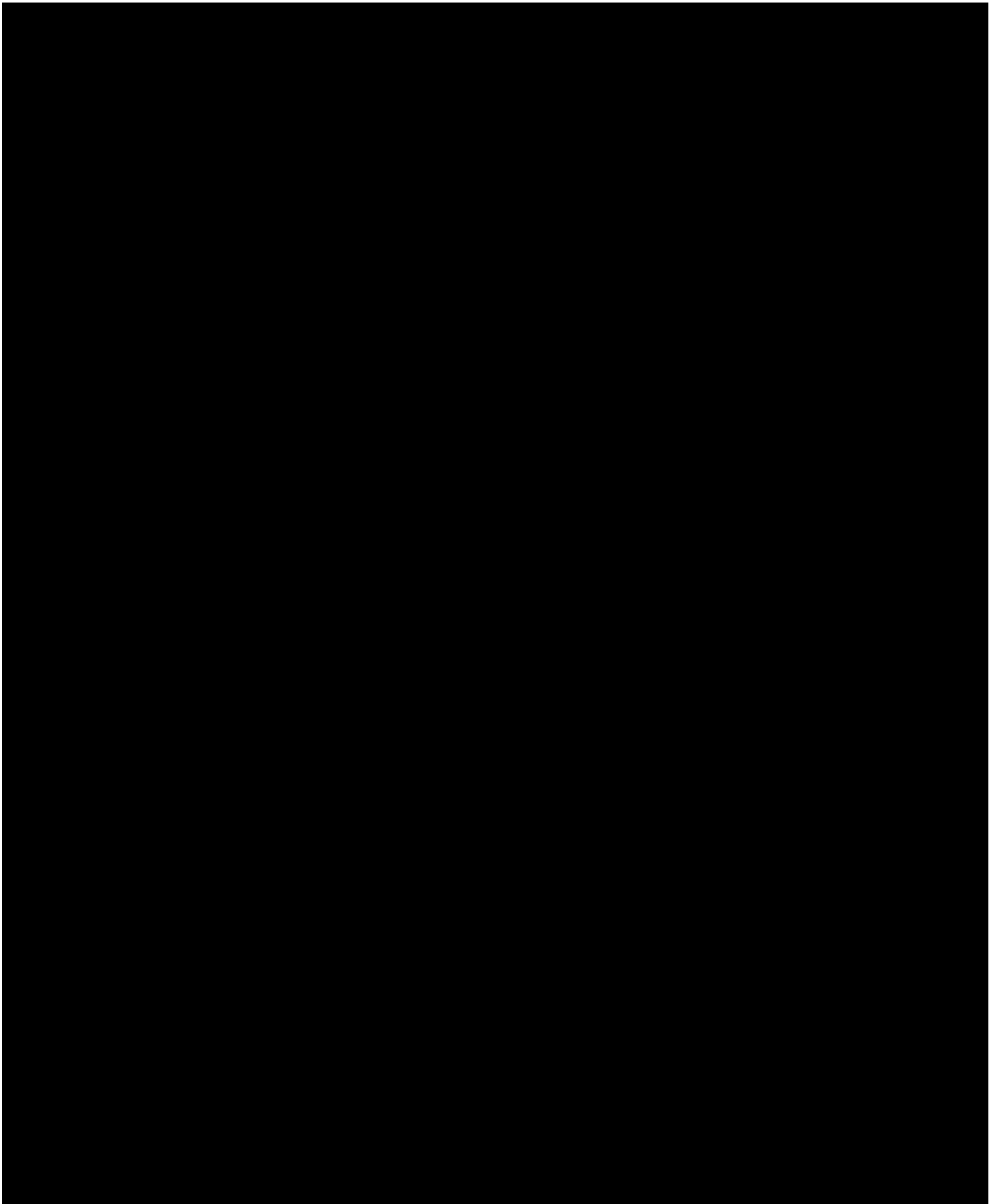
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STANDARD FORM 30 (Rev. 10-83)

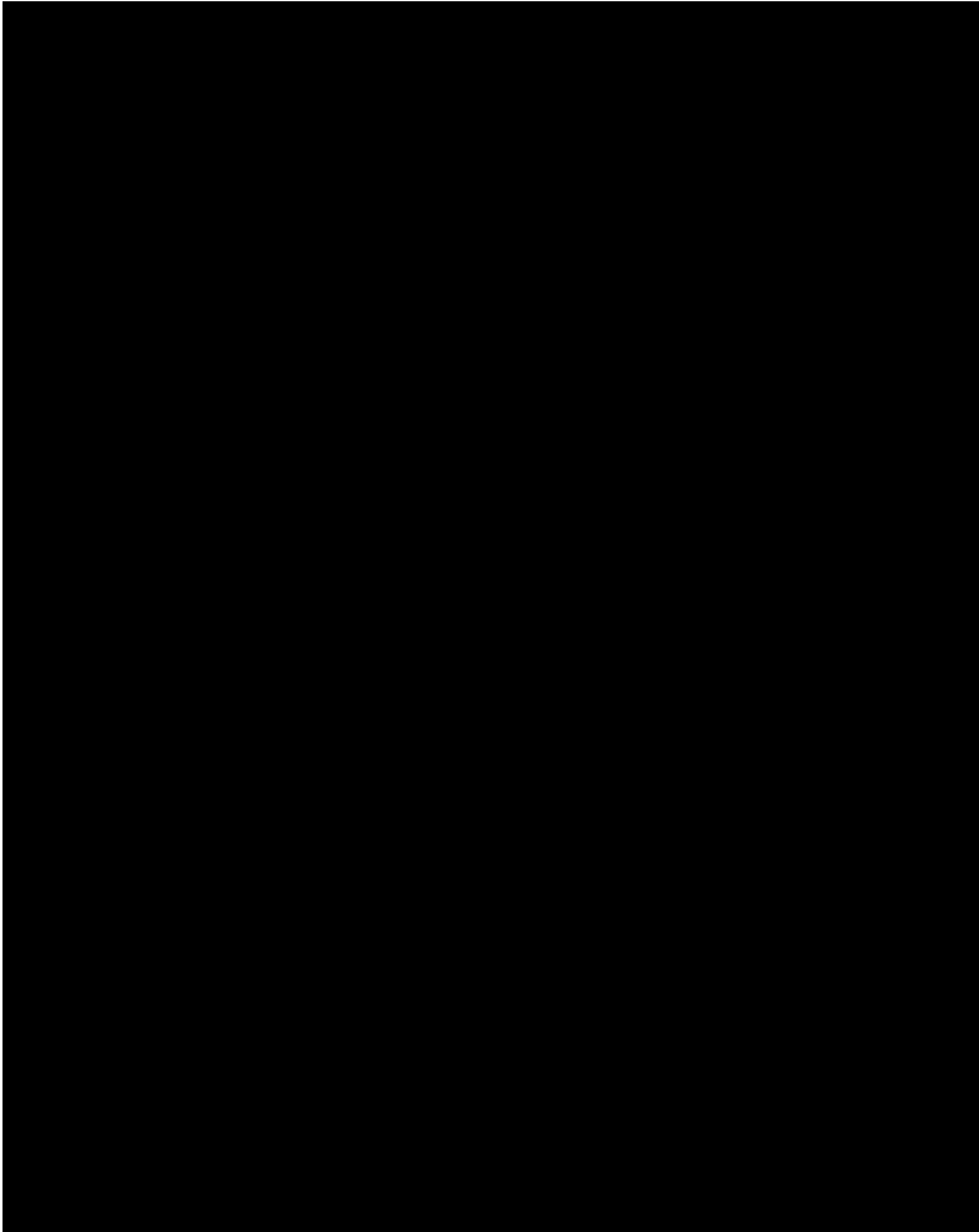
PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

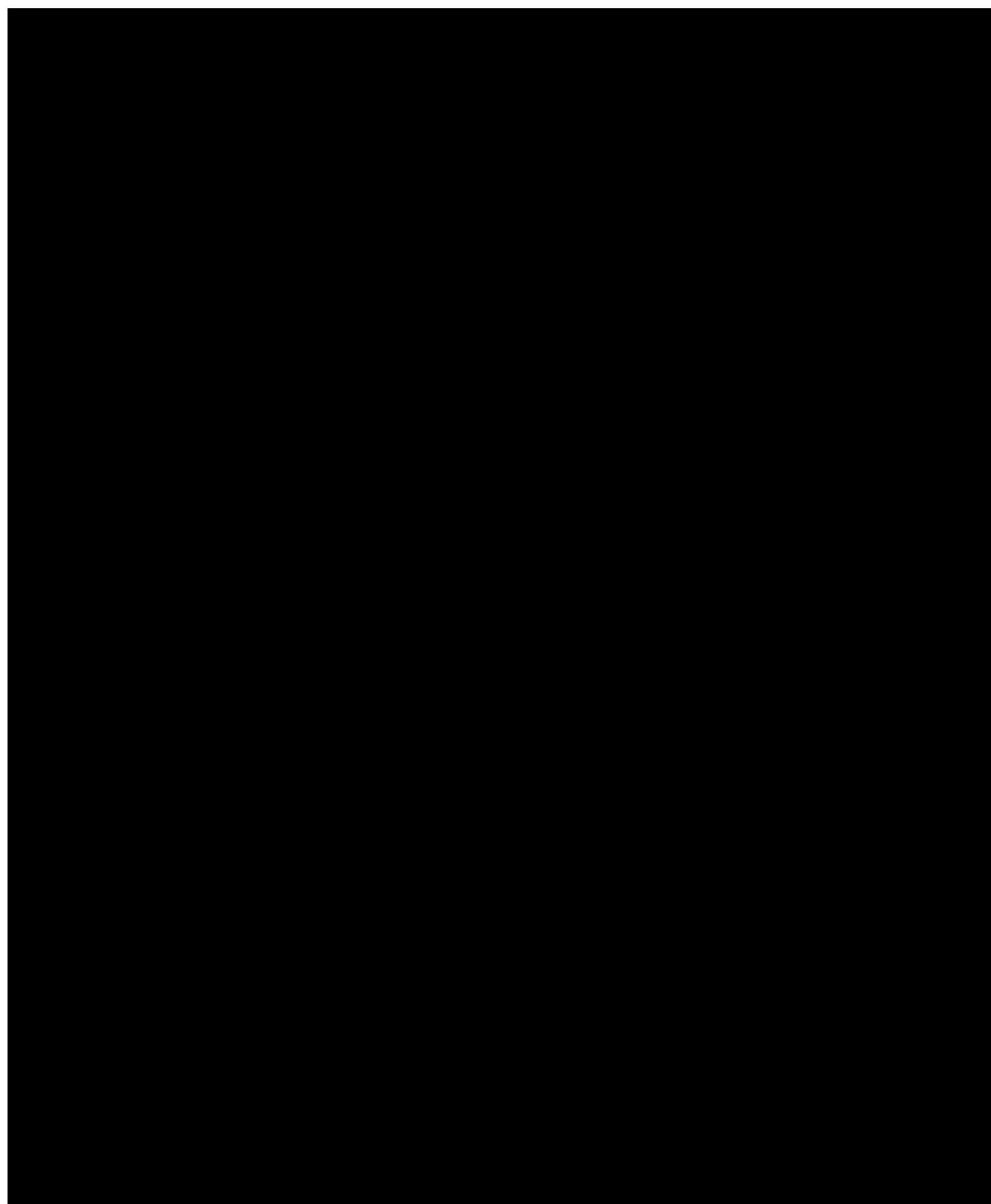
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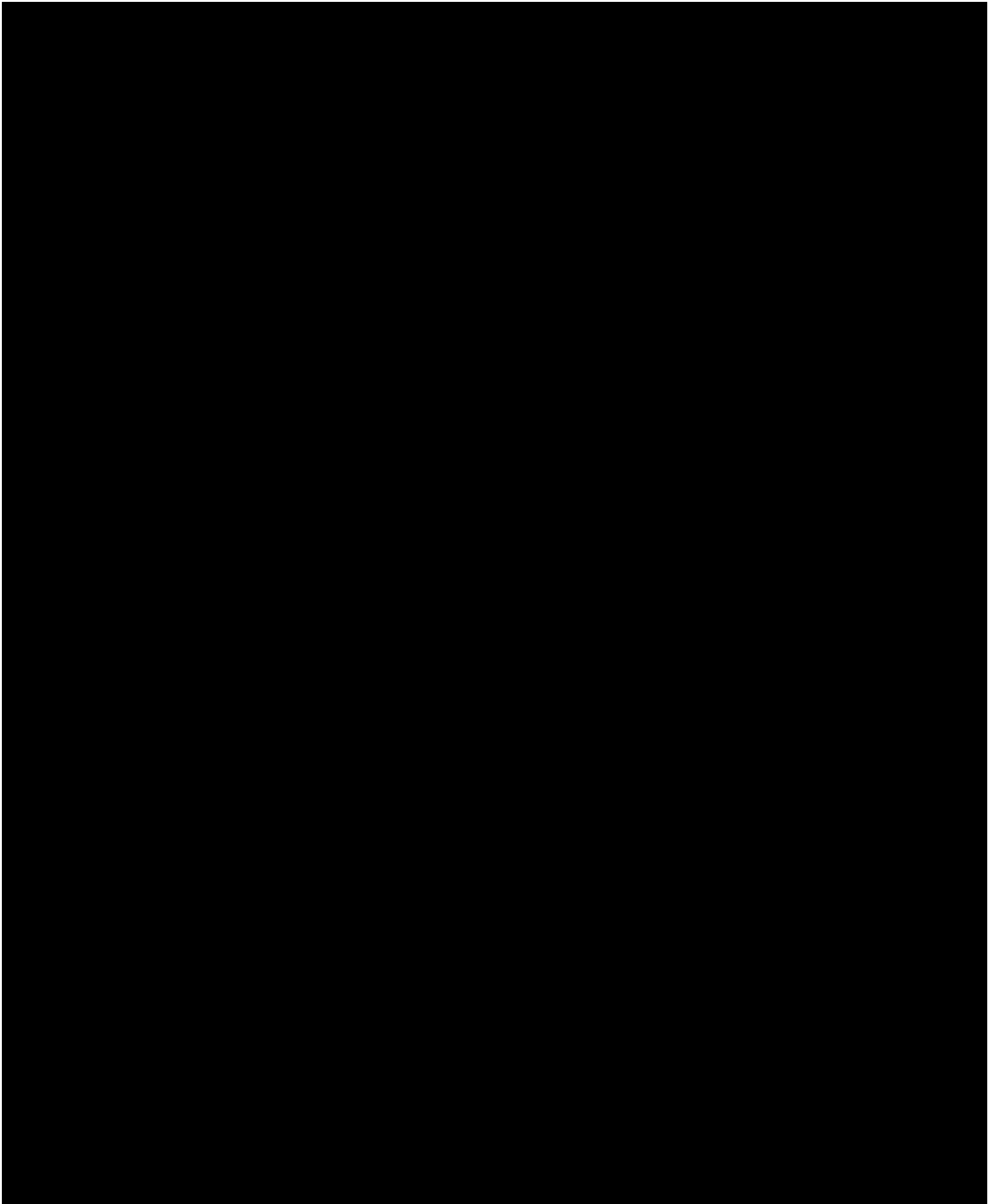
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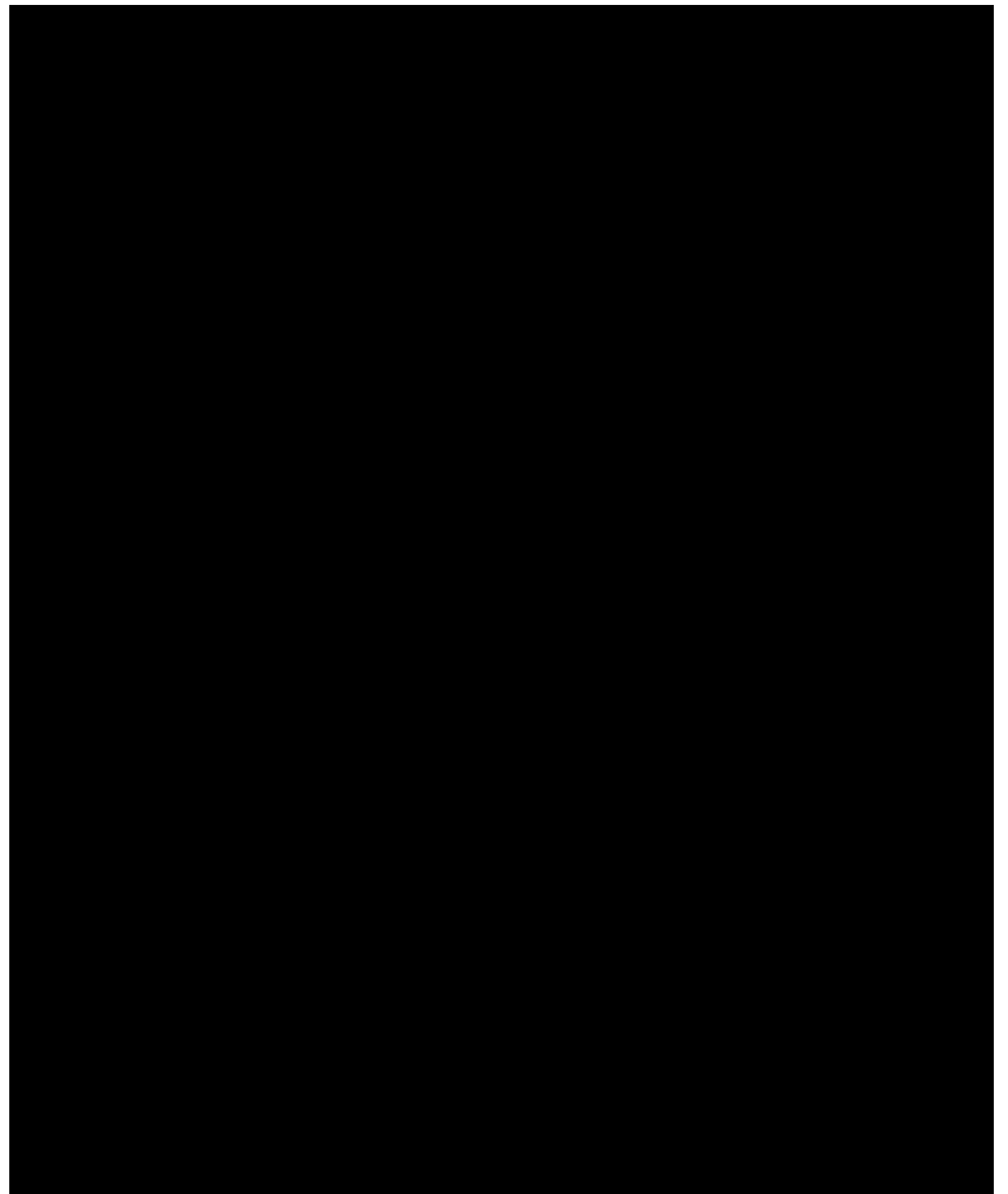
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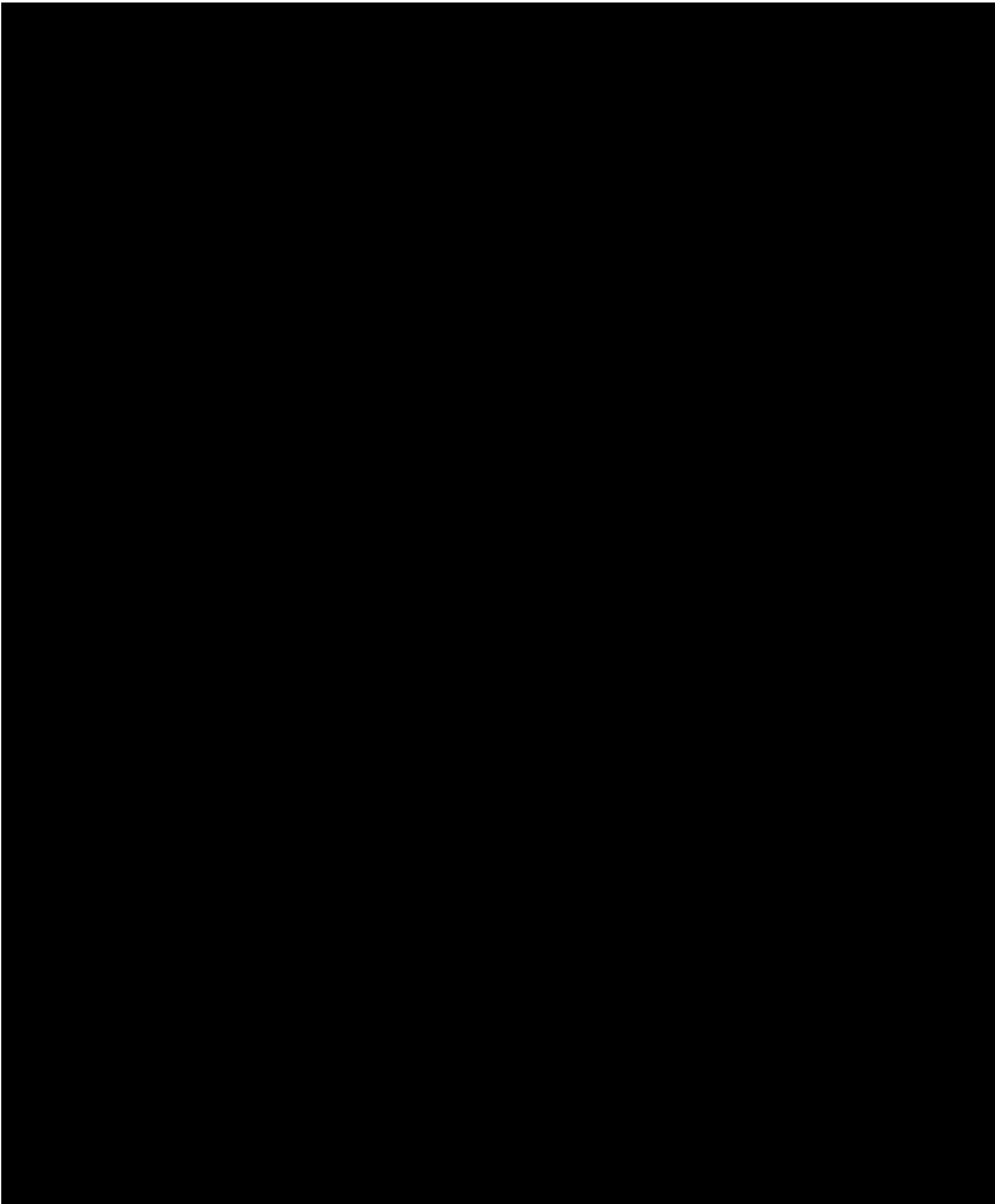
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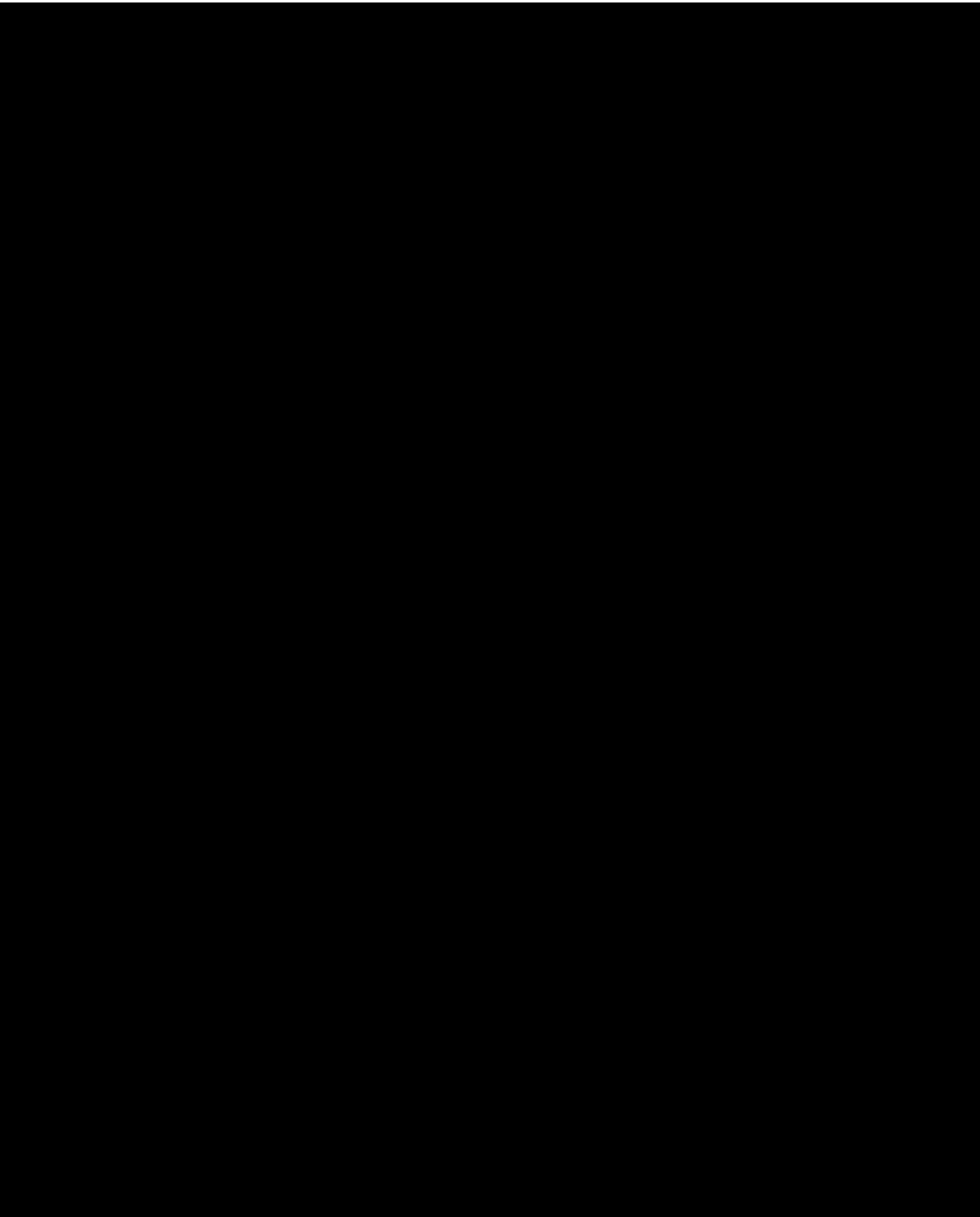
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HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

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

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

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


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

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

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

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

(End of Text)



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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement (PWS)

Division 51, Branch 513

DDG-51 FLTIIA and FLTIIL Machinery Control Systems Support

1.0 INTRODUCTION

1.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Branch 513, which supports Flight IIA (FLTIIA) and Flight III (FLTIIL) Machinery Control Systems (MCS) DDG 51 Class ships.

1.2 This contract is for non-personal services and incidental services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied. By agreeing to perform the services described in these specifications, the Contractor acknowledges that he/she is not, and shall not become, an employee of the U.S. Government. The Contractor further agrees that he/she shall not bring any cause of action in any forum claiming that he/she has become an employee of the U.S. Government.

1.3 The Contractor shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract objectives.

2.0 SCOPE OF WORK

2.1 Purpose: Naval surface ships require modernization-engineering, life-cycle, and in- service engineering support. This effort is to help ensure readiness and safety criteria are met. The work to be performed includes all activities associated with FLTIIA and FLTIIL Machinery Control Systems, computer program development, testing, equipment harvesting, and installation for new ship construction. Tasks include performing systems engineering analysis in order to interface control systems with other new or modified shipboard systems; troubleshooting control systems hardware issues at the Land Based Engineering Site/Test Facilities in Philadelphia, PA, as well as sustainment efforts around the world; upgrading the cyber security features of the existing and future control system variants; and addressing obsolete hardware with the most cost effective solutions possible.

2.2 Background: The Cybersecure Machinery Control Systems & Networks Department (NSWCPD

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Department 50) supports US Navy Machinery Controls, Navigation, Casualty Control, Conditioned-Based Maintenance, and Network Systems on all US Navy Surface Combatant, Amphibious, and Aircraft Carrier ships. NSWCPD Division 51 supports the development, modernization, acquisition, and life cycle maintenance of Control Systems across all ship platforms.

3.0 REQUIREMENTS

3.1 Machinery Control System (MCS) Computer Program Development for FLTIIA and FLTIII: To ensure the readiness and safety of FLTIIA and FLTIII Navy Surface ships, NSWCPD is responsible for the software development and lifecycle support of the MCS computer programs shipboard and at LBES. In support of this mission, the Contractor shall:

3.1.1 Provide software lifecycle support following the NSWCPD System Engineering Process (SEP) with applicable Capability Maturity Model Integrated (CMMI) and Institute of Electrical and Electronics Engineers (IEEE) standards and specifications.

3.1.2 Develop new and modified control system computer program modification from detailed requirements. Provide input to software team to develop requirements and desired functionality of the control system.

3.1.3 Develop and/or modify computer code in the following languages: C/C++, Java, C#, Visual Basic, MATLAB, and Simulink, as well as other related high level programming languages. The contractor will support a range of integrated developer environments including, but not limited to, Visual Studio, Netbeans, and .NET Framework.

3.1.4 Develop and/or modify Graphical User Interfaces using applicable development tools.

3.1.5 Develop databases such as MS Access and SQL for use in control systems and support control system development.

3.1.6 Develop control system software for embedded systems.

3.1.7 Use networked and IP based systems and knowledge of network protocols including TCP/IP (Transmission Control Protocol/Internet Protocol) and UDP (User Datagram Protocol).

3.1.8 Develop and/or upgrade machinery plant simulations in order to enhance control system embedded trainer simulation system.

3.1.9 Develop software unit tests in order to demonstrate that the modified computer programs satisfy the requirements.

3.1.10 Develop software change packages and artifacts for control systems and present at peer reviews.

3.1.11 Use software issue reporting databases for control systems.

3.2 Machinery Control Systems Testing and Integration Engineering Services for FLTIIA and FLTIII. The Contractor shall:

3.2.1 Develop, plan, schedule, and execute test plans and test procedures for individual MCS computer programs and MCS hardware.

3.2.2 Document issues, faults, or deficiencies found during software or hardware testing.

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3.2.3 Provide remote troubleshooting assistance to onsite control system representatives who are supporting ship light off and installation activities.

3.2.4 Perform configuration management of control system software and documentation in accordance with the approved SEP Configuration Management Plan using software version control tools.

3.2.5 Provide hardware administration, maintenance, and disaster recovery support.

3.2.6 Provide Information Assurance (IA) support services to facilitate ongoing accreditation efforts.

3.2.7 Maintain technical software development skills to contribute to new software development efforts.

3.2.8 Develop software and hardware installation plans with input from Fleet, Type Commanders, Functional and Platform Program Managers, Planning Yards, Ship Management Representatives (SMR's), and external supporting commands and technical authorities.

3.2.9 Develop, maintain, and manage software and hardware installation procedures, instructions, notices and Standard Operating Procedures.

3.2.10 Develop Ship Change Documents (SCD) packages for control system deliveries.

3.2.11 Develop Engineering Change Proposal (ECP) packages for control systems.

3.2.12 Provide engineering services that include development and maintenance in support of hardware and software technical documentation and requirements.

3.2.13 Provide engineering services that include development and maintenance in support of hardware shipboard installation Technical Data Packages (TDP's).

3.3 Land Based Engineering Site (LBES)/Test Facility Equipment Integration Support for FLTIIA and FLTIII: The LBES offers cost effective, risk mitigation solutions to test and provide integrated systems for operational effectiveness for DDG 51 Class vessels. In support of this mission, the Contractor shall:

3.3.1 Develop software programs for use in test tools and facility infrastructure tools based on customer requirements utilizing Java, C/C++, MATLAB, Simulink, Python, C#, and LabView.

3.3.2 Modify existing test tool/facility infrastructure tools to implement enhanced capability based on requirements.

3.3.3 Troubleshoot in-house systems to identify root cause of problems that are found in during software development and testing.

3.3.4 Develop equipment integration designs for networking, supervisory control systems, simulators/stimulators, and other test tools/systems developed in-house.

3.3.5 Develop/modify drawings, documentation, plans, and procedures for equipment integration and site upgrades.

3.4 FLTIIA and FLTIII Machinery Control Systems Integration with Other Ship Systems. The

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contractor shall support MCS integration with the following systems:

- Electric Plant Systems
- Propulsion Plant Systems
- Data Multiplex Systems
- Bridge and Navigation Systems
- Integrated Condition Assessment System (ICAS)
- Digital Video Surveillance Systems (DVSS)
- Fuel Control System (FCS)
- Shipboard Networks
- Auxiliary Control Systems
- Local machinery and damage control systems

The contractor shall support integration efforts as follows:

3.4.1 Improve existing communication interfaces or develop new interfaces between control systems and FLTIIA and FLTIII ship systems.

3.4.2 Development of technical documentation as it relates to control system or control system interfaces (e.g. Interface Design Documents, user manuals, training manuals, troubleshooting/maintenance guides).

3.4.3 Review technical information on new ship systems and document impacts.

3.4.4 Design human/machine (i.e. GUI's – primarily in Altia, C++, .NET) and machine/machine interfaces to support the integration of new ship systems.

3.4.5 Design and implement test tools (e.g. Sim/Stim, Emulators, Message Pumps) to support software development and integration testing of new ship systems with machinery control systems.

3.4.6 Provide remote and on-site troubleshooting and root cause analysis support for other ship systems interfaced to machinery control systems.

3.4.7 Design, implement, debug and test technical solutions in software (primarily C/C++, C++.net, C# and Java) to support the integration of new ship systems with MCS.

3.4.8 Configure and test software updates on land based test facilities in preparation for ship deliveries.

3.4.9 Maintain configuration control of documentation and software updates from vendors and other technical departments and provide analysis of any potential impacts that updates would have on machinery control systems.

3.5 Shipboard Troubleshooting, Test, and Installation FLTIIA and FLTIII Ships

3.5.1 Perform shipboard software loads on Windows computers, VxWorks processors, PLC processors and cards, and circuit level firmware.

3.5.2 Repair various shipboard hardware and electronic equipment, such as cable harness wiring, cable harness routing, terminal box wiring, connector pinouts, wire splicing, equipment rack-in and rack-out,

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and cable terminations.

3.5.3 Perform troubleshooting on various electronic equipment such as computer hardware, computer operating systems, computer peripherals, various electronic sensors, terminal box wiring, cable wiring, electronic circuits, contact closure devices, and mechanical/electronic switches.

3.5.4 Provide shipboard installation, troubleshooting, and test assessment plans, routine status, metrics, and final trip reports.

3.5.5 Provide support for facilitating, preparing and tracking the shipment of items to and from the waterfront.

3.5.6 Assistance with identifying drawing discrepancies, configuration issues, equipment deficiencies, and special or operational interference.

3.5.7 Troubleshoot various Hull Mechanical & Electrical (HM&E) equipment to determine impact upon software development and maintenance.

3.5.8 Develop and maintain various software and equipment installation, equipment checkout, system troubleshooting and system assessment work products. The work products shall include the following: operational and endurance parameters; testing procedures; test plans; maintenance procedures; installation procedures; operational procedures; equipment installation drawings; equipment installation requirements; equipment removal packages; troubleshooting plans; troubleshooting guides; and pass/fail criteria.

3.5.9 Provide technical and engineering support during shipboard troubleshooting of control system problems.

3.5.10 Provide installation support for various cable types, connector types, transmitters, sensors, computer systems, wiring harnesses, wiring terminal boxes, and Human Machinery Interfaces (HMI).

3.5.11 Develop and present technical presentations and information to various entities such as peers, shipboard installation managers, ship's force representatives, and program sponsors.

3.5.12 Develop and maintain tracking sheets for various types of work products, including test equipment tracking, purchase order tracking, test procedure tracking, failed asset tracking, and equipment calibration tracking.

3.5.13 Provide shipboard operator and maintenance training of the control system.

3.5.14 Conduct control system test procedures during shipboard test evolutions.

3.5.15 Support work outside normal duty hours, as required, in order to accomplish tasking listed throughout this section.

3.5.16 Implement and track test failures and issues in the System Problem/Improvement Report (SPIR) database.

3.5.17 Provide administrative support for contracted employees who are travelling to remote locations. This includes submitting any access requests, Joint Personnel Adjudication System (JPAS) requests, country clearance requests, and other paperwork required for travel to the specific location.

3.6 Integrated Logistics Support (ILS)

The contractor shall:

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3.6.1 Develop, evaluate, and provide feedback on technical documentation and other logistics products such as technical manuals, allowable parts lists, preventative maintenance cards, and engineering procedures.

3.6.2 Provide system redlines, drawings, equipment schematics, and placards.

3.6.3 Develop and generate inventory reports on OM&S (Operating Material and Supplies) inventory levels.

3.6.4 Provide support in accessing planning yard ILS repositories.

3.7 Material and Asset Support

3.7.1 Maintain inventory management of incoming and outgoing material and assets.

3.7.2 Support shipping of material and assets required for supporting of tasks listed herein.

3.7.3 Provide support with fabricating and assembling material and assets required for supporting the tasks listed herein, including, lab and shipboard control panels.

3.7.4 Provide support with staging (drawing material from inventory in accordance with designs) of material and assets required for supporting of tasks listed herein.

3.8 General Training Support

3.8.1 Assist with development of course materials, auditing ongoing courses and providing input into curriculum development.

3.8.2 Assist Government activities in classroom training and instruction of control systems.

3.8.3 Provide On-The-Job Training (OJT) for Ship's force and Regional Maintenance Center (RMC) personnel.

3.9 Surveys and Assessments

3.9.1 Conduct HM&E machinery and systems inspections and certifications when required and provide system reports (including deficiencies) to NSWCPD's technical representative.

3.9.2 Perform system and equipment operability tests.

3.9.3 Provide QA inspections and installation tracking of components.

3.10 Obsolescence Support. As the DDG-51 and other Navy Surface ships age, obsolescence management is needed to keep the ships in working order. The obsolescence program identifies systems that are at or near end of life and develops solutions for them. In order to support this mission, the Contractor shall perform the following:

3.10.1 Obsolescence Project Management

3.10.2 Support obsolescence projects from identification to solution.

3.10.3 Assist in managing the business and engineering obsolescence concerns of various stakeholders.

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3.10.4 Develop technical plans and solutions for obsolescence problems. Update and maintain plan as project progresses.

3.10.5 Develop solutions to difficult problems with regard to balancing cost, need date, integration into existing systems, conflicting stakeholder desires, and other factors.

3.10.6 Develop time estimates and schedules for projects. Update and maintain schedule as project progresses.

3.10.7 Develop budget estimates for project material and manpower needs. Update and maintain budget as project progresses.

3.11 Cybersecurity and Information Assurance (IA). The Contractor shall provide the following services:

3.11.1 Provide technical services in support of delivering cyber-secure systems and solutions including the development and submittal of Risk Management Framework (RMF) risk assessments, implementation of DoD secure system configuration and hardening requirements identified in Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs) and Security Requirements Guides (SRGs), Assured Compliance Assessment Solution (ACAS) vulnerability assessments, Anti-Virus (AV) scanning, Standard Engineering Process (SEP) artifacts, and other supporting documentation required for certifying and maintaining afloat, RDT&E, and/or enterprise platforms.

3.11.2 Develop RMF Assess & Authorize (A&A) package documentation in accordance with DOD/NAVSEA directives, which includes the following components: Platform IT (PIT) Determination package documentation; System Categorization Form; Information System Continuous Monitoring Strategy (ISCM); Security Plan (SP); Step Concurrence forms; Plan of Actions and Milestones (POA&M); Security Assessment Plan (SAP); Security Assessment Report (SAR); Risk Assessment Report (RAR); Security Authorization Package; CYBERSAFE Certification; Package Endorsement Letters; and any additional administrative/technical resources required for submission.

3.11.3 Ensure RMF A&A package is submitted to the certification authority (CA) in sufficient time to review and operational cybersecurity risk recommendation to obtain Designated Accrediting Authority (DAA) authorization decision prior to operations or tests on a live network (i.e. LBES or shipboard).

3.11.4 The Contractor shall develop, maintain, and execute all IA related tasks and duties in accordance with regulations to include the development and execution of DIACAP/RMF Program to Plan of Action and Milestone (POA&M) or Security Technical Implementation Guide (STIG).

3.11.5 In accordance with RMF, the Contractor shall monitor and maintain the security posture of IT systems to include patching, implementing STIGs, analyzing network traffic, and applying new physical security measures.

3.11.6 Develop and/or test new and existing security features to be implemented into the control system operating environment and/or software.

3.12 Logistics Specialist Support

Contractors who are Logistics Specialists shall:

3.12.1 Perform Test Plans.

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3.12.2 Prepare Test Reports.

3.12.3 Perform Data Collection and Statistical Analyses.

3.12.4 Interpret Command and Department Guidance.

3.12.5 Perform financial analysis and track man-hours/time related data.

3.12.6 Enter shipping requests into Navy ERP (Enterprise Resource Planning).

3.13 Configuration Management Support

The Contractor shall provide the following services:

3.13.1 In accordance with locally established Quality Assurance (QA) configuration control practices, the Contractor shall implement and maintain proper configuration management of equipment, software, and documentation using processes compliant with Capability Maturity Model Integration (CMMI) Level 3.

3.13.2 The Contractor shall implement configuration version control practices and processes (check-out/check-in, version number control, system/software baselines, merge, build, testing, and release) to software, hardware, requirements, firmware, images, technical manuals, test procedures, and support documentation.

3.13.3 The Contractor shall provide configuration version control using locally established forms, templates, databases, and applications (GIT, Telelogic DOORS, Sharepoint, Excel, Word Access and Project).

4. PLACE OF PERFORMANCE

The primary place of performance shall be at NSWCPD, Philadelphia, PA. Travel may be required to the locations listed in Section 5.

5. TRAVEL

For estimating purposes, the following travel information is provided. The contractor will be required to travel to CONUS and OCONUS destinations. The duration and number of trips to the following locations are subject to change: Washington DC; Norfolk, VA; San Diego, CA; Everett, WA; Yokosuka, Japan; Mayport, FL; Pascagoula, MS; Bath, ME; Honolulu, HI; Rota, Spain; Orlando, FL; Annapolis, MD; Leesburg, VA; New Orleans, LA; Milwaukee, WI; Cincinnati, OH; Albuquerque, NM; Houston, TX; Fort Collins, CO; Johnstown, PA; and Great Lakes, IL.

The number of times the Contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. All travel shall be approved by the COR and Contracting Officer before travel occurs. Approval may be via the 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

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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 shall submit travel reports in accordance with DI-MGMT-81943 (CDRL A002).

Travel Costs

The Government shall reimburse the contractor (and its subcontractors) at a reduced reimbursement rate from the current “maximum per diem” rates for lodging, meals, and incidentals, referenced in FAR 31.205-46(a)(2), for any employees, purchased labor, consultants, etc. assigned to a temporary duty station (TDY) in excess of 30 days in one location. This applies to both CONUS and OCONUS travel. The current “maximum per diem” rates are set forth in the (i) Federal Travel Regulations for travel in the Continental United States; (ii) Joint Travel Regulations for Overseas Non-Foreign areas (e.g., Alaska, Hawaii, Guam, Puerto Rico, etc.); and (ii) Department of State (DOS) prescribed rates for foreign overseas locations.

When proposed travel is in excess of 30 consecutive days, but less than 180 consecutive days, the Government shall limit reimbursement of contractor (and subcontractor) travel costs, on a flat rate basis, to 75 percent of the per diem rate for the TDY locality at the time of travel (lodging, meals, and incidentals) for each full day, long-term TDY of 31 to 180 days. For travel lasting in excess of 180 days, the Government shall limit reimbursement of contractor (and subcontractor) travel costs, on a flat rate basis, to 55 percent of the per diem rates of the TDY locality at the time of travel for each full day.

6. SECURITY REQUIREMENTS

6.1 An Active SECRET Facility Clearance (FCL) is required for performance on this contract. There is no safeguarding requirement required. All personnel must have a current SECRET or higher clearance, or the ability to obtain one in time to engage in full performance at the time of Task Order Award.

6.2 The Contractor is responsible for completing all required government-mandated training to maintain security and network access to government-sites and IT systems.

6.3 The Contractor shall ensure each employee has completed the 10 hour OSHA Maritime Shipyard Employment (Course #7615). The Contractor shall ensure that each employee maintains a current Course #7615 certification based on the course's certification expiration period and the requirement for retraining and recertification. REF: NAVSEA SI 009-74

6.4 All contractor personnel accessing classified information or material associated with and/or performing work relative to the resultant contract must be United States citizens and shall have and maintain at a minimum SECRET security clearance at time of contract award.

Note: classified and/or unclassified material which is marked : “not releasable to foreign nations” (NOFORN or NF) may not be released in any form to foreign governments, foreign nations, non-U.S. citizens or anyone representing a foreign government or foreign private interest without the permission of the Originator.

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7. DATA REQUIREMENTS

All CDRLs shall be delivered electronically, unless otherwise stated. Approval of contractor format is required from the COR.

7.1 Contract Status Report (CDRL A001)

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

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

7.2 Travel Report (CDRL A002)

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

7.2.2 The CDRL shall be delivered electronically, unless otherwise stated. Approval of contractor format is required from the COR.

7.2.3 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 (CDRL A002).

7.3 Contractor's Personnel Roster (CDRL A003)

8. PERSONNEL

8.1 Personnel Requirements. All persons proposed in key and non-key labor categories shall be U.S. citizens holding at least a current SECRET clearance, or ability to obtain one in time to engage in full performance at the time of Task Order Award.

Clause 52.222-2 "Payment for Overtime Premiums" will provide for the total approved dollar amount of overtime or will state "zero" if not approved. If overtime premium has not been approved under this contract in accordance with Clause 52.222-2, overtime effort to be performed shall be requested from the Contracting Officer prior to performance of premium overtime. For overtime premium costs to be allowable costs; the Contracting Officer is required to approved the performance of overtime prior to the actual performance of overtime.

8.1.1 Key Personnel

The following labor categories are designated as the Key Personnel for this Task Order. Additional non-key personnel may also be utilized in these labor categories as tasking requires. Resumes will be

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submitted for each category in the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category. However, it should be noted that with the exception of the Manager, Program/Project II (MANP2) labor category, all of the other Key Personnel labor categories have minimum education requirements, not targets.

The Contractor shall provide individuals to fill the key positions identified below:

MANAGER, PROGRAM/PROJECT II (MANP2) (one resume required):

Program Managers are concerned with the overall planning, direction and success of major programs, systems development efforts, and research or technology initiatives which have great significance to the activity's and agency's needs. Programs are typically large, multi-year efforts divided into several sub-programs/tasks. Establishment and control of technical milestones, schedules, budgets and costs are also essential tasks for the Program Manager. Working knowledge of the Naval Sea System Command, Naval Surface Warfare Center and Fleet organizations is desired.

Target Education: Bachelor's level degree in any technical or managerial discipline.

Target Experience: Ten (10) years of relevant experience in the program management and program oversight of Control System/Information System or other technical equipment, systems or programs for the U.S. Navy.

ENGINEER, COMPUTER IV (EC4) (one resume required):

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

Target Experience: Ten (10) years of professional experience as a systems, electrical, computer and/or electronics engineer, which includes:

- Two (2) years of professional experience within industry acting as a lead engineer
- Two (2) years of professional experience using LABVIEW and MATLAB/SIMULINK
- One (1) year of professional experience developing custom circuit board designs for use in integrated systems

ENGINEER, SYSTEMS IV (ESY4) (one resume required):

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

Target Experience: Five (5) years of professional experience as a systems, electrical, and/or electronics engineer, which includes:

- Two (2) years of professional experience acting as a lead engineer
- Three (3) years of professional experience troubleshooting hardware/software systems
- One (1) year of professional experience reading electrical schematics
- One (1) year of professional experience troubleshooting network based systems

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COMPUTER PROGRAMMER IV (14074)(one resume required):

Minimum Education: Bachelor of Science degree in Computer Science, Electrical Engineering, or Computer Engineering from an ABET accredited college or university

Target Experience: Seven (7) years of professional experience in software development in engineering and/or control systems, which includes:

-Two (2) years of professional experience using Microsoft Visual Studio to develop, compile, and debug source code for .NET Framework projects in C++/CLI, Managed C++, or C#

-One (1) year of professional experience as a technical and/or programming lead for a software project through the software life cycle, including the writing, reviewing, and maintaining new or existing software requirements, generating technical documentation regarding software, designing and analyzing software architectures, software configuration management, software implementation, product deployment, and planning and executing software maintenance activities

-One (1) year of professional experience supporting and troubleshooting networked, IP-based systems both locally and via distance support demonstrating a working knowledge and familiarity of network protocols such as TCP/IP and UDP

ANALYST, COMPUTER SYSTEMS III (14103) (one resume required):

Minimum Education: Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Cyber Security, Digital Forensic Science, or Information Technology with a Cyber Security, Networking, or Systems Security concentration from an ABET accredited college or university

Target Experience: Four (4) years of professional experience in cyber security engineering, which includes the following certifications and experience:

-Security+ and CISSP Certifications

-One (1) year of professional experience with IT infrastructure, networks, and/or network security involving the use of vulnerability analysis tools and the implementation and configuration of cyber security controls such as intrusion detection systems, intrusion prevention system, firewall configurations, and access control lists

-One (1) year of professional experience maintaining and configuring various operating systems such as Windows, Linux, VxWorks, or other Embedded Operating Systems

-One (1) year of professional experience writing, reviewing, and maintaining new or existing cyber security requirements

TECHNICIAN, ENGINEERING VI (38006) (one resume required):

Minimum Education: High School Diploma or Trade/Industrial School Diploma (or GED Equivalent)

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and/or military training as a GSE (Gas Turbine Systems Technician – Electrical), GSM (Gas Turbine Systems Technician – Mechanical), or ET (Electronics Technician), or a degree in EET (electronics/engineering technology)

Target Experience: Seven (7) years of professional experience as an Engineering Technician, which includes:

-Five (5) years of professional experience troubleshooting and tracing signals using electrical schematics and a digital multimeter to diagnose or isolate cause for electrical failures, and generating reports that detail testing performed, troubleshooting steps, and findings.

-Two (2) years of professional experience acting as a lead engineering technician

-Two (2) years of professional experience with personal computer file and directory structures as well as manipulating computer peripheral settings for use in desired applications

8.1.2 Non-Key Personnel

Although resumes for "Non-Key Personnel" are not required, offerors must fully demonstrate their ability to provide the non-key personnel listed below who meet the requirements that follow. The contractor shall certify in their proposal that they have these non-key personnel and provide a statement as to their ability to supply the personnel with the experience required to perform the efforts specified in the performance work statement. During Task Order performance, if the Government has reason to question the qualifications of any Non-Key personnel, the Government reserves the right to review the resumes of those personnel.

The contractor shall provide individuals to fill the non-key positions identified below:

ENGINEER, COMPUTER II (EC2):

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

Minimum Experience:

-One (1) year of professional experience within industry as a systems, electrical, computer, and/or electronics engineer

-One (1) year of professional experience coding in C++

-One (1) year of professional experience coding in Java

-One (1) year of professional experience reading electrical schematics

-One (1) year of professional experience working with hardware/software systems

ENGINEER, SYSTEMS I (ESY1):

Minimum Education: Bachelor of Science (BS) Degree in Electrical Engineering from an

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ABET accredited college or university.

Minimum Experience:

- One (1) year of professional experience within industry as a systems, electrical, and/or electronics engineer
- One (1) year of professional experience troubleshooting hardware/software systems
- One (1) year of professional experience reading electrical schematics
- One (1) year of professional experience troubleshooting network based systems

ENGINEER, SYSTEMS II (ESY2):

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

Minimum Experience:

- Three (3) years of professional experience within industry as a systems, electrical, and/or electronics engineer
- Three (3) years of professional experience troubleshooting hardware/software systems
- Three (3) years of professional experience reading electrical schematics
- Three (3) years of professional experience troubleshooting network based systems

COMPUTER PROGRAMMER II (14072):

Minimum Education: Bachelor of Science degree in Computer Science, Electrical Engineering, or Computer Engineering from an ABET accredited college or university

Minimum Experience:

- Two (2) years of professional experience in software development in engineering and/or control systems using C++
- One (1) year of professional experience in software development using the Microsoft .NET framework
- One (1) year of professional experience using Microsoft Visual Studio to develop, compile, and debug source code in C++/CLI, Managed C++, or C#

ANALYST, COMPUTER SYSTEMS II (14102):

Minimum Education: Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Cyber Security, Digital Forensic Science, or Information Technology with a Cyber

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Security, Networking, or Systems Security concentration from an ABET accredited college or university

Minimum Experience:

- Two (2) years of professional experience in cyber security engineering which includes:
- Security+ Certification or CISSP Certification
- One (1) year of professional experience with vulnerability analysis tools
- One (1) year of professional experience maintaining and configuring various operating systems such as Windows, Linux, VxWorks, or other Embedded Operating Systems

ANALYST, MANAGEMENT II (ANM2)

Minimum Education: High School Diploma or Trade/Industrial School Diploma (or GED Equivalent) and/or related military experience

Minimum Experience:

- One (1) year of professional experience in inventory management

TECHNICIAN, ENGINEERING III (30083):

Minimum Education: High School Diploma or Trade/Industrial School Diploma (or GED Equivalent) and/or military training as a GSE (Gas Turbine Systems Technician – Electrical), GSM (Gas Turbine Systems Technician – Mechanical), or ET (Electronics Technician), or a degree in EET (electronics/engineering technology)

Minimum Experience:

- Two (2) years of professional experience as an Engineering Technician
- One year of professional experience tracing signals and diagnosing or isolating cause for electrical failures
- One (1) year of professional experience reading, understanding, and interpreting electrical schematics
- One (1) year of professional experience generating write ups that detail testing performed, troubleshooting steps, and findings
- One (1) year of professional experience using a digital multimeter to conduct troubleshooting hardware systems
- One (1) year of professional experience using a personal computer to conduct troubleshooting and complete work product tasks

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SPECIALIST, CONFIGURATION MGMT 1 (SCM1):

Minimum Education: Bachelor's Degree in Science, Technology, Engineering, or Mathematics from a regionally accredited college or university.

Minimum Experience:

- Two (2) years as a Configuration Manager tracking and controlling document configurations and developing document management plans
- One (1) year experience with requirements management using DOORS
- One (1) year experience with software configuration management specifically as it relates to libraries of multiple software baselines, version control, tracking unique updates to software builds, and conducting diffs of source code
- One (1) year experience in technical writing
- One (1) year experience with Waterfall software development life cycle concepts

ADMINISTRATIVE ASSISTANT (01020):

Minimum Education: High School diploma

Minimum Experience:

- Experience with procedures, programs, and the organization related to the daily workings of an office
- Experience with taking phone calls, scheduling appointments, and travel arrangements
- Experience with providing support with budgeting, personnel records, and payroll
- Experience preparing briefing charts and other presentation materials

8.2 POSITION MATRIX

Contractor shall ensure that employees keep all required certifications current to meet Navy Information Assurance (IA) Workforce requirements. A table listing the Labor Categories and their associated IA Workforce Categories, along with the applicable tasking, is as follows:

eCraft Code	CSWF Specialty Code	CSWF Proficiency Level	CSWF Baseline Qualification	CSWF OS Qualification	Continuing Professional Education (CPE) Requirements	Primary Tasks
14074	62	Advanced/ Master	CSSLP or CISSP or SECURE C++ or Graduate Degree from accredited University	Directed by Privileged Access Agreement	40 CPE's Annually	3.4.4; 3.4.7; 3.13.2; 3.13.3

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eCraft Code	CSWF Specialty Code	CSWF Proficiency Level	CSWF Baseline Qualification	CSWF OS Qualification	Continuing Professional Education (CPE) Requirements	Primary Tasks
14103	46	Advanced/ Master	GSEC or CISSP or CISM or GSLC or ENSA or Bachelor or Graduate Degree from accredited University or CNSSI or NTSSI 4015 or 4016	Directed by Privileged Access Agreement	40 CPE's Annually	3.11.1; 3.11.5; 3.11.6; 3.13.1
14102	46	Intermediate/ Journeyman	CASP or CAP or Security Plus or SSCP or Associate Degree from accredited University or CNSSI 4011 or 4012 Certificate	Directed by Privileged Access Agreement	40 CPE's Annually	3.11.1; 3.11.5; 3.11.6; 3.13.1
14072	62	Intermediate/ Journeyman	CSSLP or ECSP or SECURE C++ or Bachelor Degree from accredited University	Directed by Privileged Access Agreement	40 CPE's Annually	3.4.4; 3.4.7; 3.13.2; 3.13.3
EC2	67	Intermediate/ Journeyman	CCNA or CAP or Security + (CE) or Bachelor Degree from accredited University or CNSSI 4012-4016 Certificate or NDU CISO certificate	Directed by Privileged Access Agreement	40 CPE's Annually	3.5.4; 3.5.9; 3.11.1; 3.11.4
EC4	67	Advanced/ Master	CISSP or CISM or GSLC or CASP or Graduate Degree from accredited University or CNSSI 4012-4016 Certificate or NDU CIO certificate	Directed by Privileged Access Agreement	40 CPE's Annually	3.5.4; 3.5.9; 3.11.1; 3.11.4

This is required as a condition of employment. Each labor category that applies should have this requirement added to the other requirements such as college degrees.

9. ENTERPRISE-WIDE CONTRACTING MANPOWER REPORTING APPLICATION (ECMRA)

9.1 The Contractor shall report contractor-labor-hours (including subcontractor-labor-hours) required for performance of services provided under this contract via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

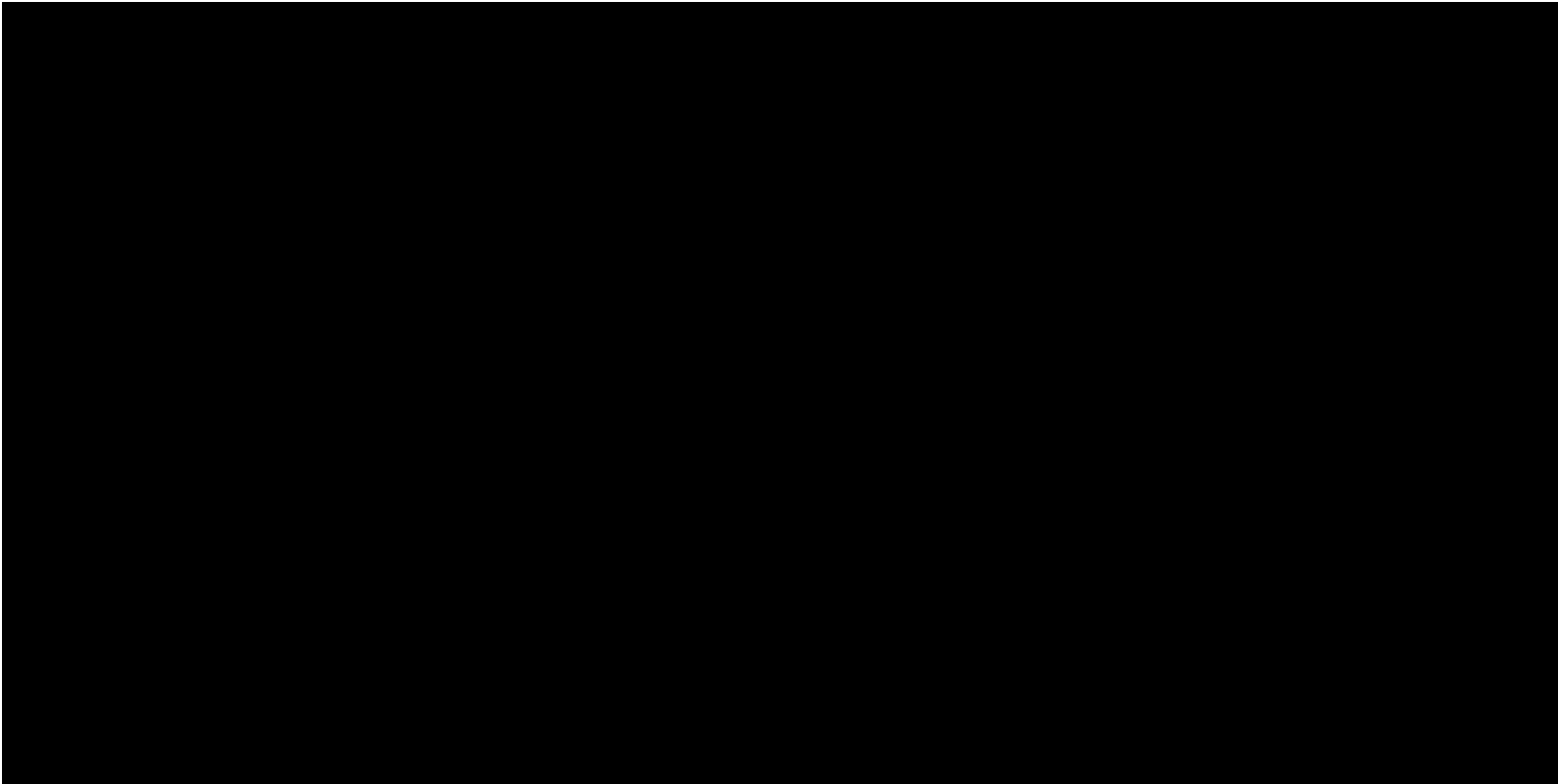
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9.2 The Contractor is required to completely fill in all required data fields using the following web address www.ecmra.mil

9.3 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 www.ecmra.mil

10. CONTRACTOR IDENTIFICATION

Contractor employees shall identify themselves as contractor-personnel by introducing themselves or being introduced as contractor-personnel and displaying distinguishable badges or other visible identification for meetings with government-personnel. In addition, contractor-personnel shall appropriately identify themselves as contractor-employees in telephone conversations and in formal and informal written correspondence.



13. 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.

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(c) The contractor agrees to provide supporting accounting system reports, at the Contracting Officer's request, based on the review of the invoice documentation submitted to eCRAFT. This documentation will include reports such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent). Supporting labor data provided must include unburdened direct labor rates for each employee and labor category. Cost breakdowns for ODCs, Materials, travel and other non-labor costs must be at the transactional level in sufficient detail so the Government can review allocability to the contract/task order. Indirect costs allocated to direct costs must be shown at the lowest level of detail sufficient to reconcile each indirect rate to the appropriate allocation base.

On invoices containing subcontractor costs, the prime contractor agrees, at the Contracting Officer's request, to attach as supporting documentation all invoices received from subcontractors, unless the subcontractor submits invoices directly to the CO and COR. This requirement applies to all subcontract types (Cost, FFP, etc.).

(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 Contracts Home Page under eCRAFT information at: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/Partnerships/Commercial-Contracts/Information-eCraft/>

14. SPECIAL REQUIREMENTS

All persons in the following key and/or non-key labor categories shall be expected to arrive at the place of performance with equipment to be used at both the place of performance and while on travel: Engineer, Computer; Engineer, Systems; and Technician, Engineering.

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any 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,

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and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

(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.

(End of Text)

NOTES

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- 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.

**PD-C01-ON-SITE SAFETY AND ENVIRONMENTAL AWARENESS TRAINING (SEPTEMBER 2017)
(NSWCPD)**

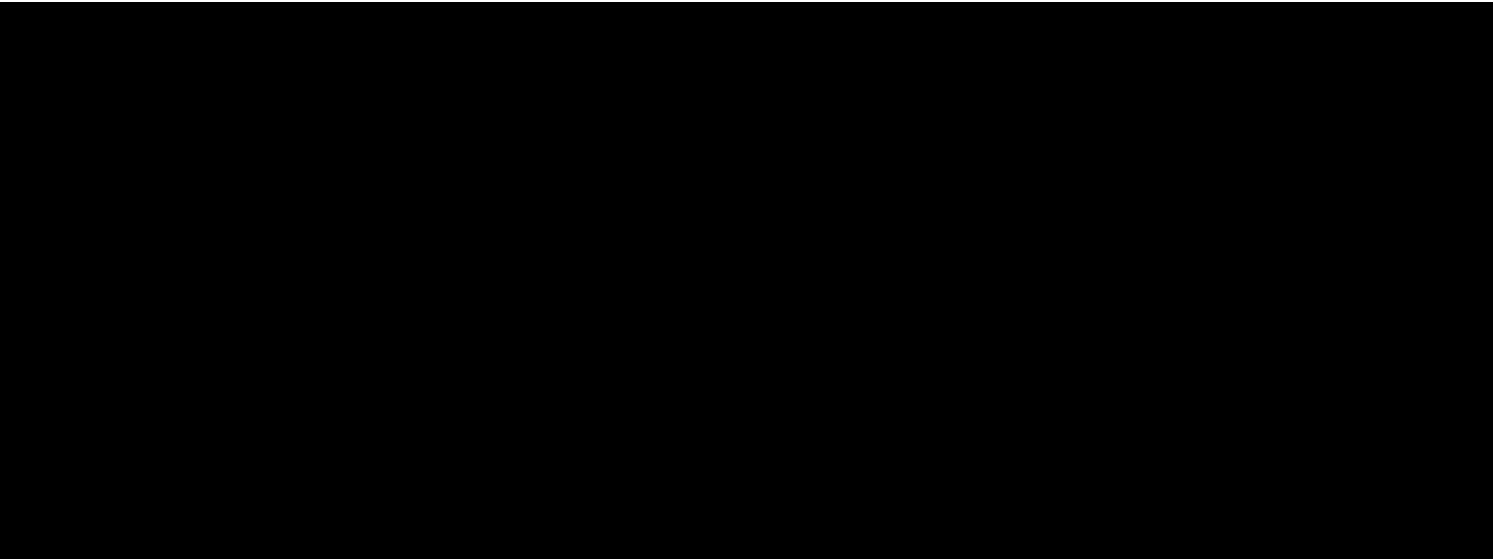
(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(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 30 days of commencing performance at Naval Surface Warfare Center Philadelphia Division (NSWCPD). These documents are available at:

<https://navsea.navy.deps.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 30 days of commencing performance at NSWCPD. This document is available at:

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



(g) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWCPD for review by the OSH Office [REDACTED]. 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.

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

(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.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

Note:

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

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SECTION D PACKAGING AND MARKING

HQ D-1-0001 PACKAGING OF DATA

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

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

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

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

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified in

Section G, unless otherwise specified in the Technical Instructions (TIs) issued under this Task Order.

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.

(End of Text)

HQ E-1-0007 INSPECTION AND ACCEPTANCE OF LOE SERVICES

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated

representative of the Government.

(End of Text)

The following clause and provision applies:

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	7/30/2019 - 7/29/2020
7001	7/30/2019 - 7/29/2020
7002	8/23/2019 - 9/30/2021
9000	7/30/2019 - 7/29/2020
9001	7/30/2019 - 7/29/2020
9002	8/27/2019 - 9/30/2021

CLIN - DELIVERIES OR PERFORMANCE

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

7000	7/30/2019 - 7/29/2020
7001	7/30/2019 - 7/29/2020
7002	8/23/2019 - 9/30/2021
9000	7/30/2019 - 7/29/2020
9001	7/30/2019 - 7/29/2020
9002	8/27/2019 - 9/30/2021

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

7200	7/30/2020 - 7/29/2021
7400	7/30/2021 - 7/29/2022
7600	7/30/2022 - 7/29/2023
7800	7/30/2023 - 7/29/2024
9200	7/30/2020 - 7/29/2021
9400	7/30/2021 - 7/29/2022
9600	7/30/2022 - 7/29/2023
9800	7/30/2023 - 7/29/2024

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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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 entitlements system.

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD

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Issue By DoDAAC	N64498
Admin DoDAAC	TBD
Inspect By DoDAAC	N64498
Ship To Code	N64498
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N64498
Service Acceptor (DoDAAC)	N64498
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

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

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

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

Contracting Officer Representative
TBD

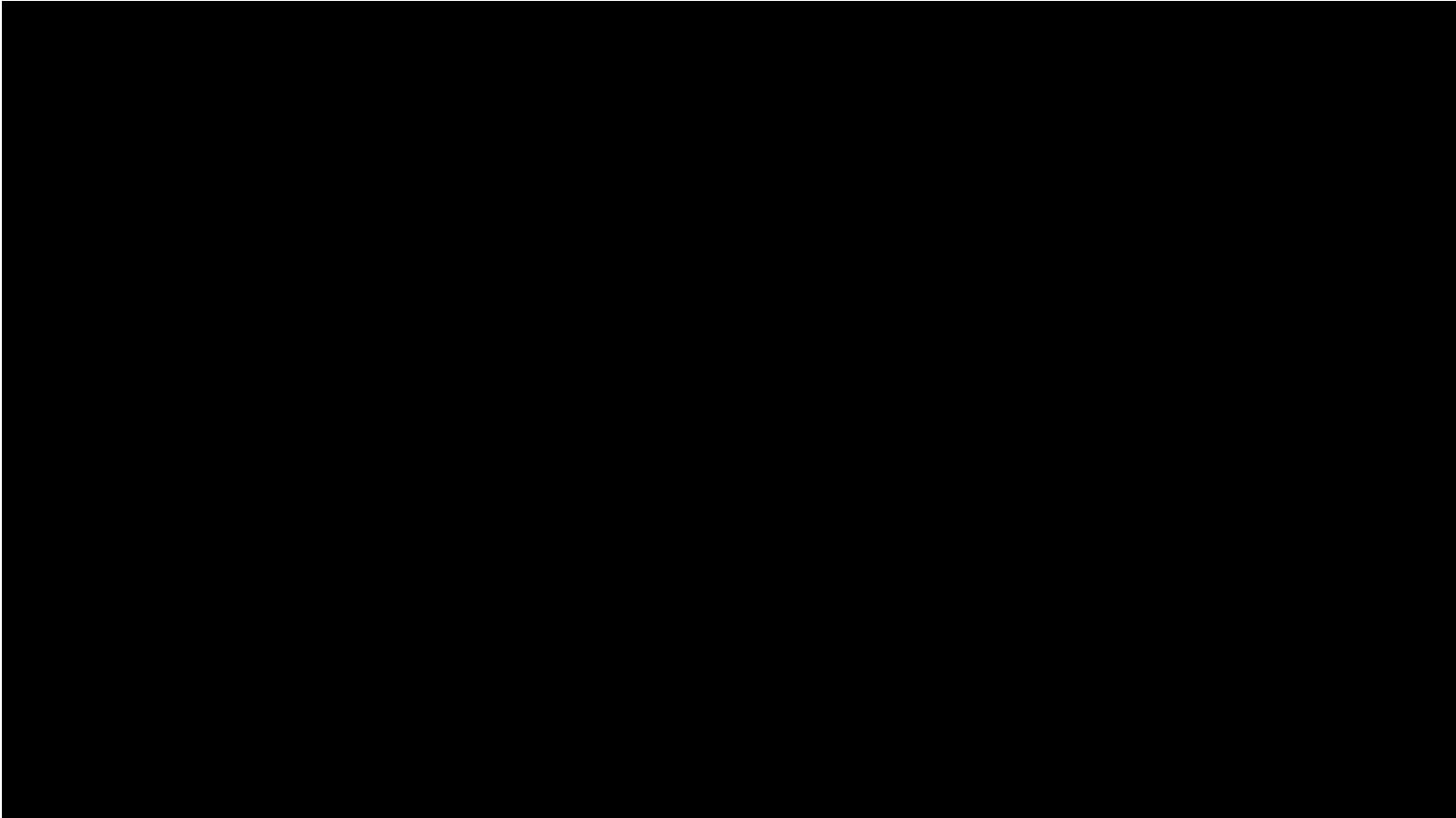
(b) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR. The

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Alternate COR for this contract is:

TBD

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.



HQ G-2-0009, Supplemental Instructions Regarding Invoicing (NAVSEA) (APR 2015)

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

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall

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be due if the contractor does not provide the COR and CO email notification as required herein.

PD-G01 FIXED FEE WITHHOLD LANGUAGE (JAN 2017) (NSWCPD)

In accordance with FAR 52.216-8 Fixed Fee (June 2011), the Contractor shall withhold 15% of each fixed fee payment starting with the first invoice billed (or no more than \$100,000 of total fixed fee). All fixed fee amounts withheld should be paid after the contractor has completed all administrative requirements in addition to contract performance.

(End of Text)

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable

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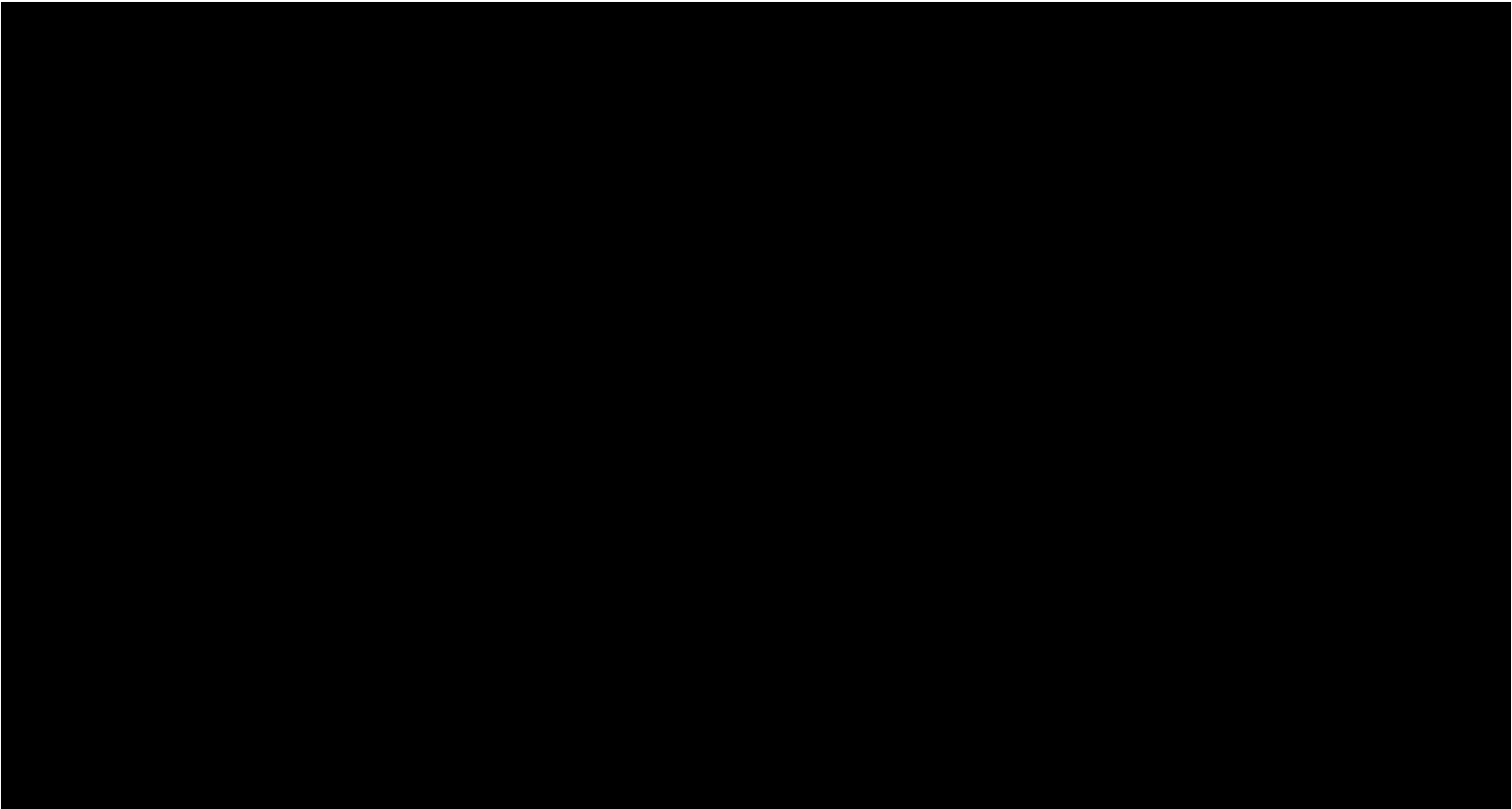
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
					subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be

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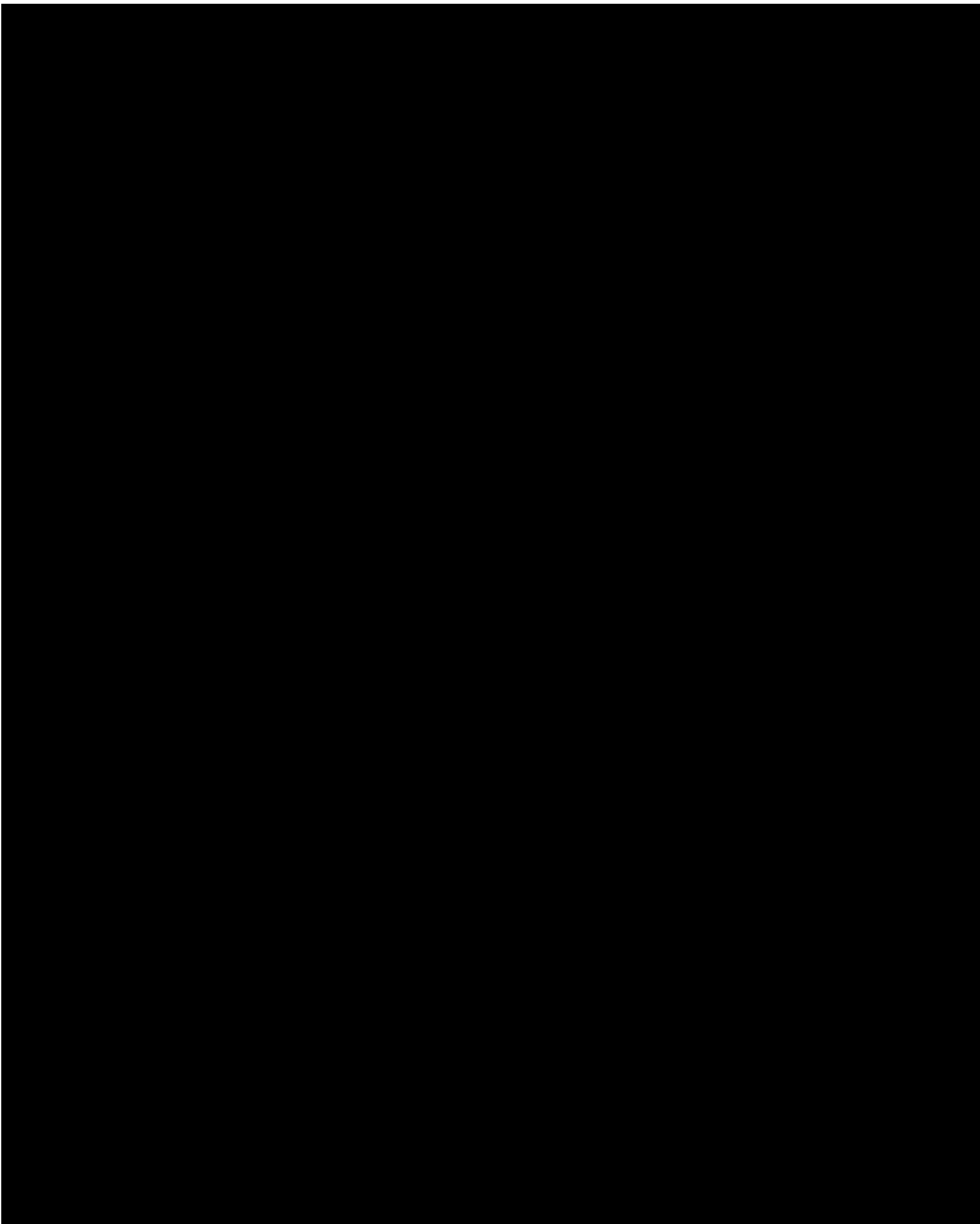
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
					prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).

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Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
<p>*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).</p> <p>(b) This procurement contains the following contract type(s):</p> <p style="padding-left: 40px;">All CLINS are Cost Reimbursement type CLINS</p> <p>(End of text)</p>					



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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT - means the Department of the Navy.

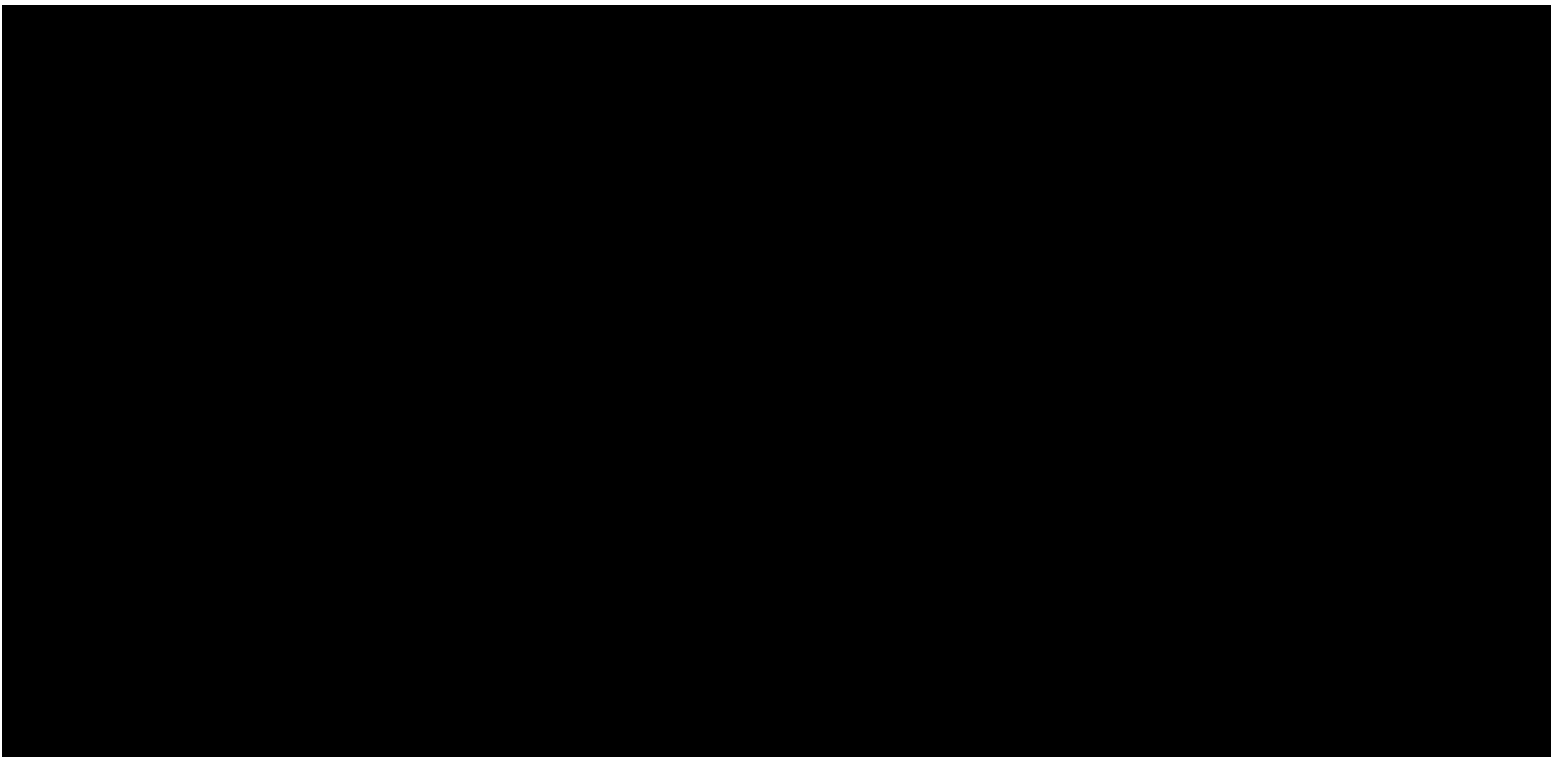
(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

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

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

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

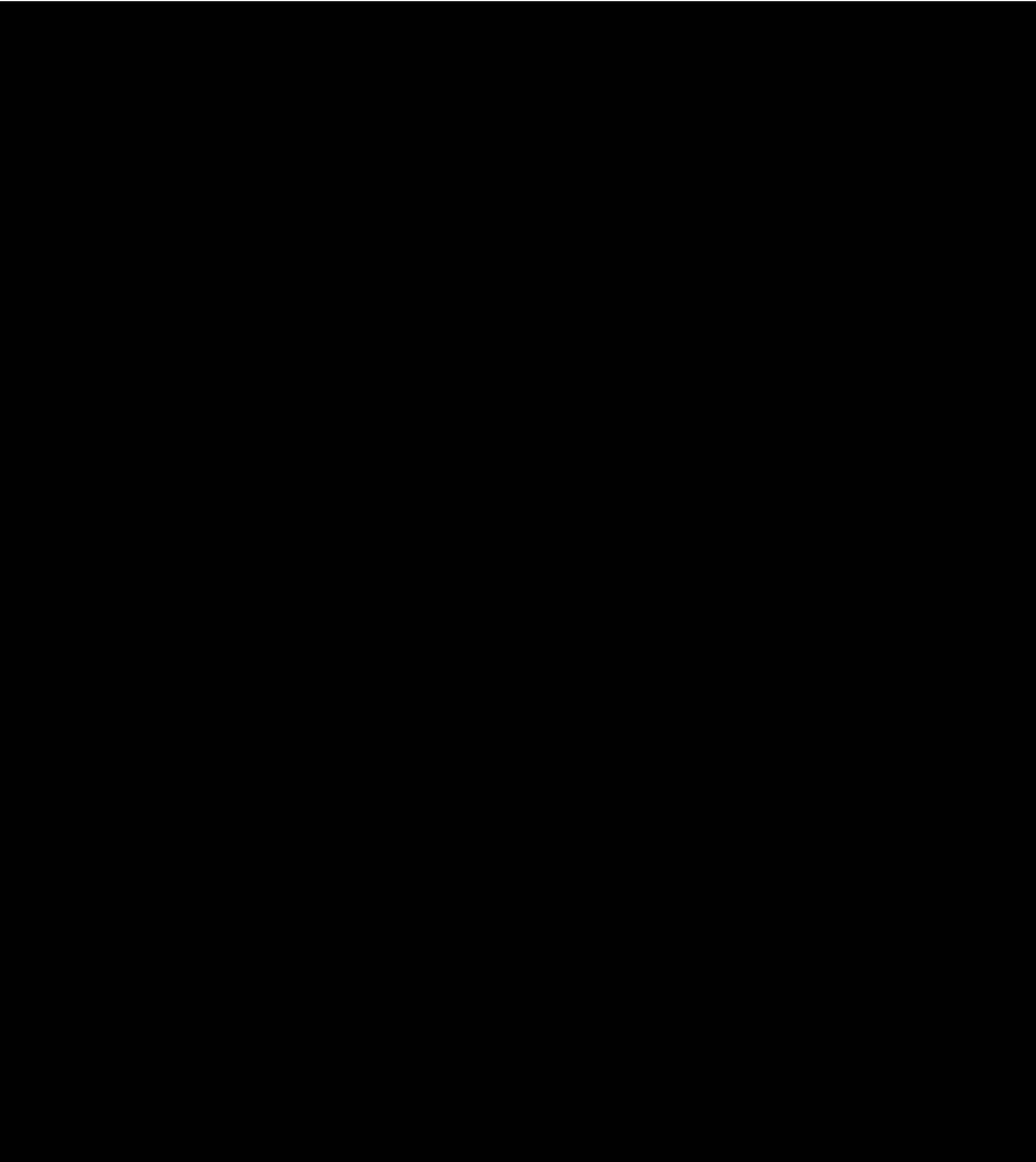
(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.



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Internet: <http://www.gidep.org>

(End of Text)



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and concurrence of, the Contracting Officer in accordance with this requirement for the key personnel identified in Paragraph (a) above. Contractors shall also obtain approval for personnel to perform hours associated with key labor categories prior to contract performance. Contractors shall submit requests for review at least two weeks prior to the intended start date of the proposed substitute/addition.

The following information shall be submitted for any proposed substitutions of key personnel or personnel who will be performing hours associated with key labor categories:

(1) Explanation of the circumstances necessitating the substitution/addition; (2) Explanation as to why the proposed substitute/addition is considered to have equal or better qualifications than the person being replaced; (3) Resume of the proposed substitute/addition; (4) Payroll record of the proposed replacement; and (5) Any other information substantiating the difference in cost.

c. In addition, contractors shall notify the Contracting Officer for substitutions of non-key personnel where the proposed substitution has a direct labor rate greater than 10% of the original employee proposed or the rate proposed for that labor category.

The following information shall be submitted for any proposed substitutions of any non-key personnel proposed, where the labor rate is greater than 10% of the proposed rate:

(1) Explanation of the circumstances necessitating the substitution; (2) Payroll record of the proposed replacement; and (3) Any other information substantiating the difference in cost.

(End of Text)

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

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technical instruction.

(End of Text)

PD-H04 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (NOV 2017)

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 require an open investigation or favorable adjudicated T3 by the Department of the Navy, Central Adjudication Facility (DOD CAF). Investigations should be completed using the SF-86 Form and the SF-87 finger print card. An interim clearance may be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS) in accordance with the NISPOM (DOD Instruction 5220.2M). 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 terminated.

For Common Access Card (CAC) card personnel shall have a completed or open investigation that has been favorably adjudicated or a final security clearance. Only contractor personnel that require access to a DoD system that is CAC enabled will be issued a CAC card as documented in the DD 1172-2. Contractors will not be issued CAC cards for the sole -purpose of gaining access to government facilities.

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. 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 must bring the ID that is listed on the I-9 form to the NSWCPD Security Officer at the time of badge request to verify U.S. citizenship.

c. A T1 investigations 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 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.

d. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the 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.

e. Once contract performance is complete the contractor shall return the CAC card to the COR. If the contractor will be performing services for NSWCPD under a different DoD issued contract, the COR may authorize the contractor to retain the CAC card until those services are complete. Notification to the NSWCPD Security Office must be provided via by the COR via an email with contractors name and the new contract number.

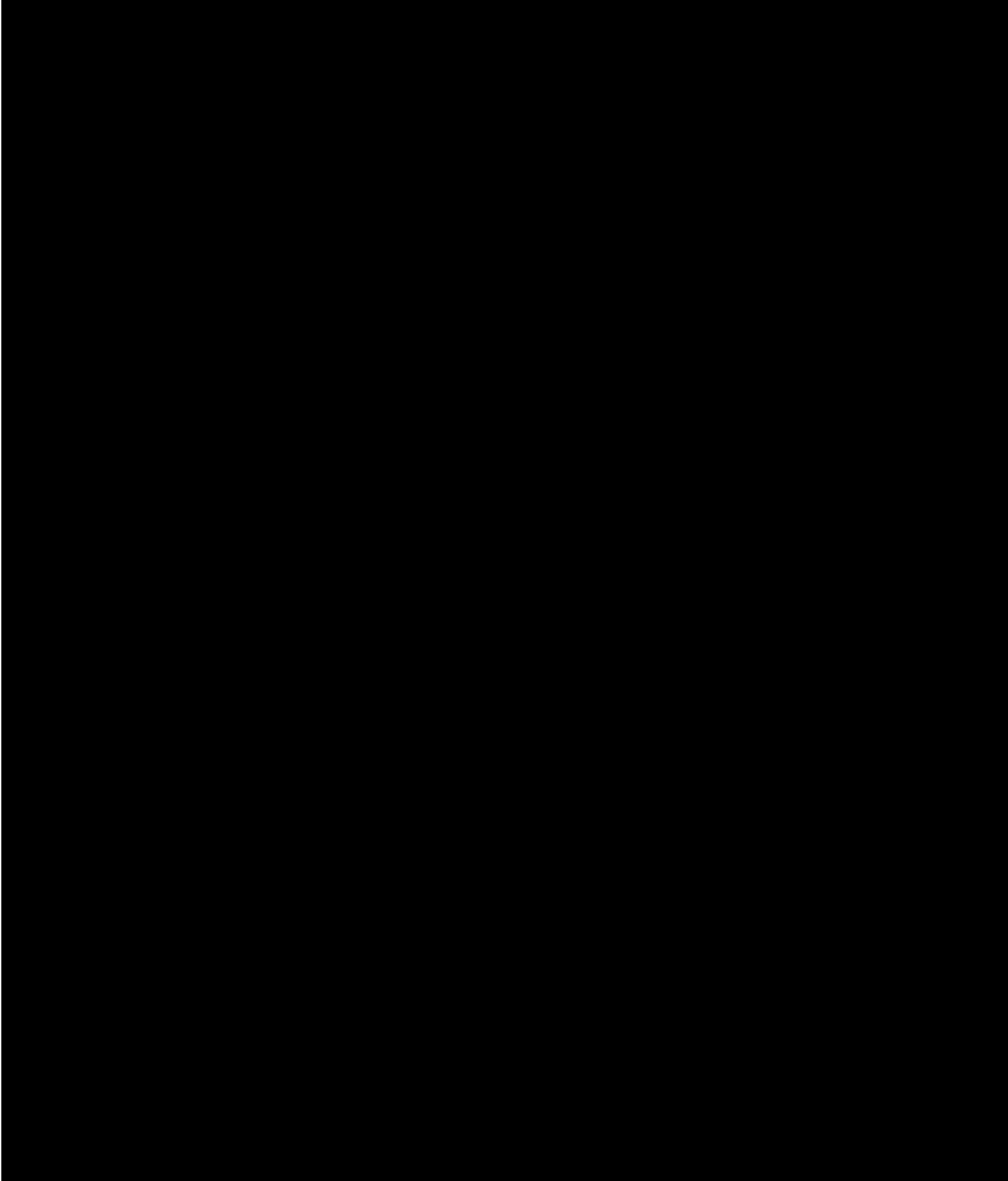
PD-H06 - Ombudsman Description (FEB 2016)

The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program

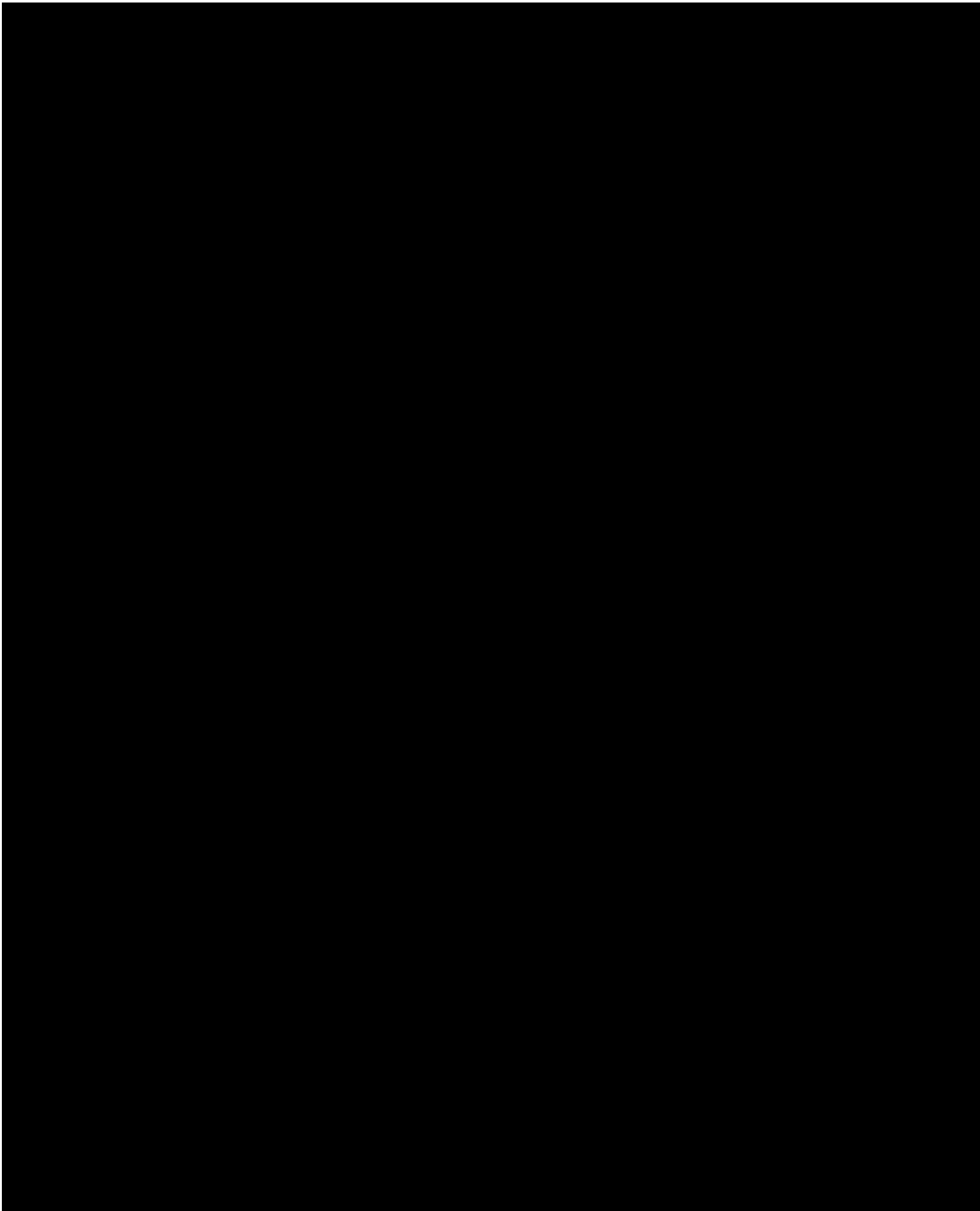
Executive Offices Ombudsman for this contract. The NSWCPD Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent

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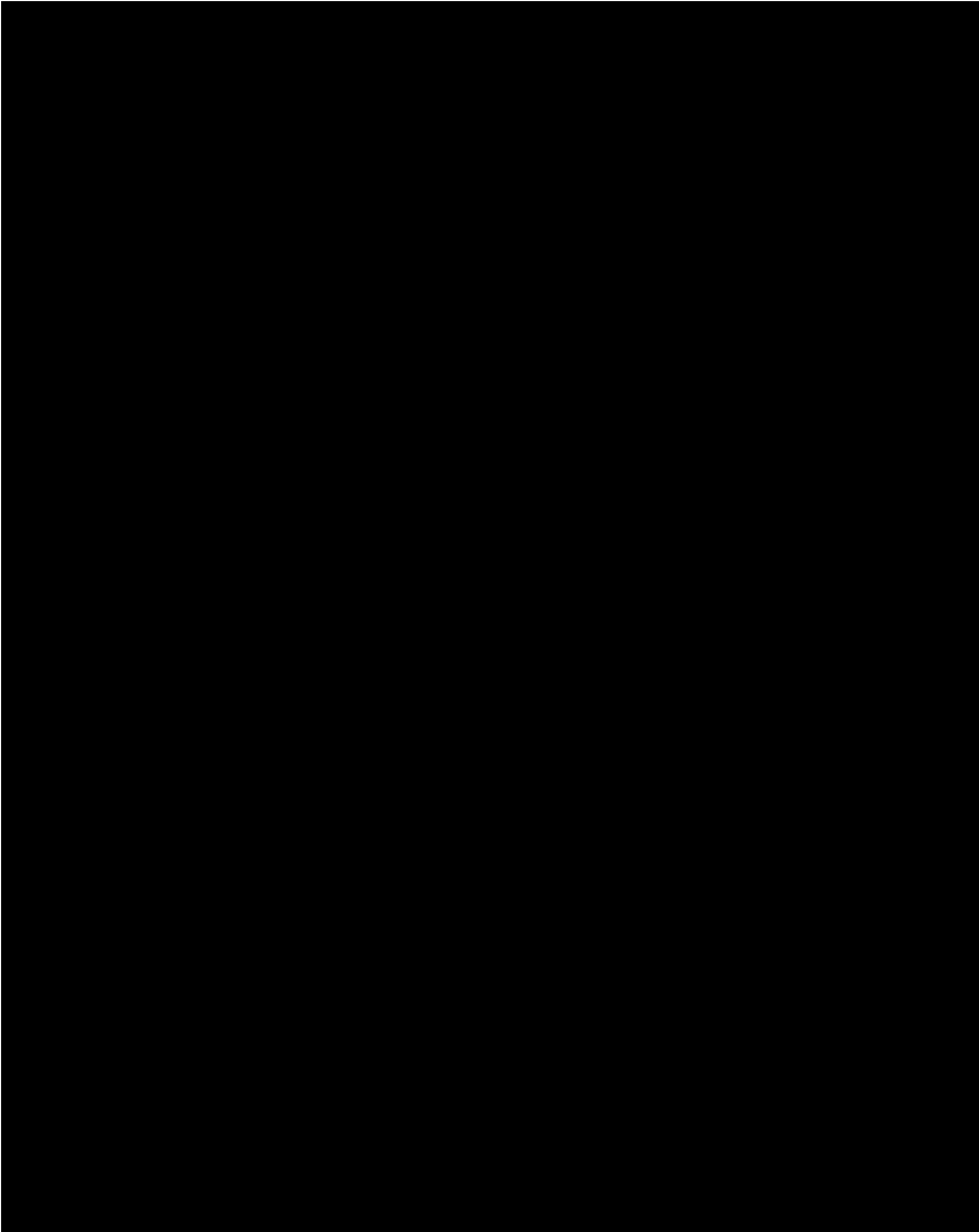
with the
procedures in the contract. Complaints to the NSWCPD Ombudsman must be forwarded to:



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SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.244-2 Subcontracts (Oct 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE PROPOSAL FOR THE PERFORMANCE OF SERVICES

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

ALL SUBCONTRACT AND TEAMING AGREEMENTS SUBMITTED WITH THE PROPOSAL

(End of Clause)

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

- (a) The Contractor shall ensure that personnel accessing information systems have the proper and

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current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY REFERENCE:

52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

252.203-7003, Agency Office of the Inspector General (Dec 2012)

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016)

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SECTION J LIST OF ATTACHMENTS

Exhibit: DD Form 1423 A001 Contract Status Report

Exhibit: DD Form 1423 A002 Trip/Travel Report

Exhibit: DD Form 1423 A003 Contractor Personnel Roster

Attachment 1: Cost Summary Format

Attachment 2: Labor Rate Substantiation Table

Exhibit: DD Form 254 - Contract Security Classification Specification