

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
46

3. EFFECTIVE DATE
05-Sep-2018

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

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

6. ISSUED BY CODE

N00178

7. ADMINISTERED BY (If other than Item 6)

CODE S2404A

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

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

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

Lockheed Martin Corporation
9500 Godwin Drive
Manassas VA 20110

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4079-0020

10B. DATED (SEE ITEM 13)

05-May-2011

CAGE CODE 52088

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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

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

D. OTHER (Specify type of modification and authority)
Bilateral - FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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

05-Sep-2018

BY

05-Sep-2018

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA

FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to deobligate unexpensed funds from this expired contract and to revise the Section G Funding Profile accordingly . Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased

The total value of the order is hereby increased

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 1 of 64	FINAL
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	D301	Base Period, Engineering and Activation support for Land Based Test Sites in accordance with Section C, Performance Work Statement. (Fund Type - TBD)					\$2,985,572.15
400001	D301	Award; ACRN AA					
400002	D301	Award; ACRN AA					
400003	D301	Award; ACRN AB					
400004	D301	Award; ACRN AC					
400005	D301	Mod 01; ACRN AD					
400006	D301	Mod 01; ACRN AB					
400007	D301	Mod 02; ACRN AE					
400008	D301	Mod 02; ACRN AC					
400009	D301	Mod 02; ACRN AF					
400010	D301	Mod 02; ACRN AF					
400011	D301	Mod 03; ACRN AG					
400012	D301	Mod 03; ACRN AH					
400013	D301	Mod 04; ACRN AJ					
400014	D301	Mod 05; ACRN AK)					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 2 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400015	D301	Mod 05; ACRN AK					
400016	D301	Mod 08; ACRN AL					
400017	D301	Mod 10; ACRN AM					
400018	D301	Mod 10; ACRN AF					
4100	D301	Option Period 1, Engineering and Activation support for Land Based Test Sites in accordance with Section C, Performance Work Statement. (Fund Type - TBD)					\$4,690,103.38
410001	D301	Mod 11; ACRN AN					
410002	D301	Mod 11; ACRN AP					
410003	D301	Mod 12; ACRN AQ					
410004	D301	Mod 14; ACRN AS					
410005	D301	Mod 14; ACRN AT					
410006	D301	Mod 14; ACRN AU					
410007	D301	Mod 16; ACRN AY. Deob \$347.44 New Value \$56,669.53 (Mod 40)					
410008	D301	Mod 16; ACRN AZ					
410010	D301	Mod 16; ACRN BA					
410011	D301	MOD 16; ACRN BC					
410012	D301	MOD 17: ACRN BD					
410013	D301	MOD 18: ACRN BE					
410014	D301	MOD 18: ACRN BF)					
410015	D301	MOD 19: ACRN BG					
4200	D301	Option Period 2, Engineering and Activation					\$4,122,848.91

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 3 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		support for Land Based Test Sites in accordance with Section C, Performance Work Statement.					
420001	D301	MOD 21					
420002	D301	MOD 21					
420003	D301	MOD 21					
420004	D301	MOD 21					
420005	D301	MOD 21					
420006	D301	MOD 21					
420007	D301	MOD 21					
420008	D301	MOD 22					
420009	D301	MOD 24					
420010	D301	MOD 24					
420011	D301	MOD 25					
420012	D301	MOD 25					
420013	D301	MOD 25					
420014	D301	MOD 25					
420015	D301	MOD 25					
420016	D301	MOD 27 -					
420017	D301	MOD 28					
420018	D301	MOD 28					
420019	D301	MOD 28					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 4 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420020	D301	MOD 29					
420021	D301	MOD 29					
420022	D301	MOD 29					
420023	D301	MOD 29					
420024	D301	MOD 30					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	D301	ODCs for CLIN 4000 (Fund Type - TBD)	1.0	LO	\$211,174.00
600001	D301	AWARD; ACRN AC			
600002	D301	MOD 01; ACRN AD			
600003	D301	MOD 01; ACRN AB			
600004	D301	MOD 02; ACRN AF			
600005	D301	MOD 03; ACRN AH			
600006	D301	MOD 04; ACRN AJ			
600007	D301	MOD 08; ACRN AL			
600008	D301	MOD 10; ACRN AF			
6100	D301	ODCs for CLIN 4100 (Fund Type - TBD)	1.0	LO	\$374,128.67
610001	D301	Mod 12;ACRN AR			
610002	D301	Mod 14;ACRN AU			
610003	D301	Mod 14;ACRN AV			
610004	D301	Mod 16; ACRN AC			
610005	D301	Mod 16; ACRN AW			
610006	D301	Mod 16; ACRN AX			
610007	D301	Mod 16; ACRN AY			
610008	D301	Mod 16; ACRN BC			
610009	D301	Mod 16; ACRN BB			
610010	D301	Mod 19: ACRN BH			

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 5 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
610011	D301	Mod 19: ACRN BH			
6200	D301	ODCs for CLIN 6200 (Fund Type - TBD)	1.0	LO	\$540,737.00
620001	D301	MOD 21			
620002	D301	MOD 21			
620003	D301	MOD 22			
620004	D301	MOD 22			
620005	D301	MOD 22			
620006	D301	MOD 29			
620007	D301	MOD 30			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	D301	Option Period 3, Engineering and Activation support for Land Based Test Sites in accordance with Section C, Performance Work Statement. (Fund Type - TBD)					\$2,786,425.29
700001	D301	MOD 32					
700002	D301	MOD 32					
700003	D301	MOD 33					
700004	D301	MOD 33					
700005	D301	MOD 33					
700006	D301	MOD 35					
700007	D301	MOD 36					
700008	D301	MOD 37 - ACRN CV					
		(OPN)					
700010	D301	MOD 39 - ACRN CX					
700011	D301	MOD 41 - ACRN CY					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 6 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	D301	Option Not Included in Award (Fund Type - TBD) Option					\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	D301	Option Period 3 ODC (Fund Type - TBD)	1.0	LO	\$817,302.33
900001	D301	MOD 32 - ACRN CM			
900002	D301	MOD 33 - ACRN CN			
900003	D301	MOD 35 - ACRN CR			
900004	D301	MOD 35 - ACRN CS			
900005	D301	MOD 37 - ACRN CW			
900006	D301	MOD 37 - ACRN CV			
900007	D301	MOD 39 - ACRN CX			
900008	D301	MOD 42 - ACRN CZ			
9100	D301	Option Not Included in Award (Fund Type - TBD) Option	1.0	LO	\$0.00

NOTE 1: Labor Hours (LH)

At the time of award the number of labor hours listed above in the Base and Option Periods will be changed to coincide with the Level of Effort provided in Section H, SEA 5252.216-9122 Level of Effort clause and the number of hours reflected in the cost proposal of the successful offeror.

B.1 USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

B.2 TYPE OF ORDER

This is a term (Level of Effort) order.

Items in the 4xxx and 7xxx series are cost plus fixed fee type.
Items in the 6xxx and 9xxx series are cost only, excluding fee.

B.3 ADDITIONAL CLINS

Additional CLINs/SLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort, estimated cost or fee of the Task Order.

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 7 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to the percentage of Fixed Fee to Cost shown for the applicable CLIN in Section B on each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 8 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS) ENGINEERING AND ACTIVATION SUPPORT FOR LAND BASED TEST SITES FOR SITES PLANNING AGENT (SPA)

SCOPE

The Sites Planning Agent (SPA) is chartered with the responsibility to provide facility activation Planning, Engineering, and Acquisition expertise, serving as the “honest broker” primarily for the Aegis and Aegis Ballistic Missile Defense programs. Activation of shipboard systems in support of Testing, Certification and Training in a land based environment presents unique integration and engineering challenges. Expertise with weapon and combat systems-level engineering, as required to integrate these shipboard systems into land based test facilities, is the responsibility of the Sites Planning Agent. Commonality of systems, resource/equipment limitations, facility and equipment modernization, and opportunities for the cross-connection of equipment between shipboard programs/facilities are focus areas for the Sites Planning Agent. Shipboard combat and weapons systems being engineered across the classes include Commercial-Off-The- Shelf (COTS) common computing architecture/processing plants, new and enhanced radars, new missiles and launchers, enhanced display systems and ship decision centers. It is the SPA’s mission to search for and implement common engineering and integration solutions to lower overall programmatic acquisition, engineering, integration, and life cycle costs.

With that in mind, the emphasis of this offering is directed at but not limited to Aegis engineering tasks, with the understanding that commonality as described in the scope may provide opportunities for common solutions across platforms such as the Ship Self Defense System (SSDS).

The Contractor shall perform on a level of effort basis: system engineering, design, integration, facility activation, analysis, prototype development, alteration change updates, computer program support, and technical management tasks. Focus areas include, but are not limited to, the AN/SPY-1 Radar, the Aegis Weapon System Core Computing plant and display systems, Aegis simulation/discrimination systems, and facility switching systems. The Contractor shall provide engineering and activation support related to new construction, modernization, research and development missions, and life cycle support modifications for Aegis CG and DDG class ships, their associated capabilities, and other ship classes/programs referenced herein primarily in relation to land based test sites. The Contractor shall provide qualified personnel and approved management systems resources sufficient for project planning, scheduling, budget estimates, control, technical reviews, configuration management, and overall administration of the tasks assigned. Semi-Annual In-Process Reviews are required to gauge progress and solicit feedback on this effort. The COR shall adjust the frequency of the IPRs as necessary.

C.1 Land Based Test Site Engineering and Activation

C.1.1 The Contractor shall provide the engineering support necessary for planning, design,

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 9 of 64	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

development, system integration, testing, production and life cycle support in order to activate, maintain, and modernize Land Based Test Sites (LBTS). Due to criticality of associated LBTS schedules as driven by the user community, the contractor must possess the ability to solicit timely support from the Combat Systems Design Agent (CDSA) without delay and added cost to the Government. Specific Site efforts will be identified via Plans of Action and Milestones (POA&MS).

C.1.2 The Contractor shall assist the Government in the identification and development of the land-based facility requirements to support Lifecycle Systems Engineering and baseline development, certification and training (CDRL 0003).

C.1.3 The Contractor shall assist in the development of facilities modernization plans for the Aegis Land Based Test Sites. This plan shall be developed by utilizing existing and in-process Navy site planning documents as well as leveraging the results of previous site planning studies. The need for additional support study efforts will be evaluated and written recommendations provided to the Government (CDRL 0003).

C.1.4 The Contractor shall assist in defining design improvements, as part of modernization, for the equipment/computer program environments existing at the Aegis Land Based Test Sites. The Contractor shall assist in defining site modifications for equipment additions and deletions of the following: simulation systems, computer program/firmware, infrastructure support systems and configuration reviews required for the support of combat system integration and/or modernization and/or facility de-activation. Written comments and recommendations shall be provided as applicable (CDRL 0003).

C.1.5 The Contractor shall participate in formal and informal system engineering design reviews, In Process Reviews, and Technical Interchange Meetings to evaluate design alternatives and baseline disclosures in support of Land Based Test Site missions (CDRL 0001, 0002).

C.1.6 The Contractor shall provide system, integration, and test engineering support for the installation/test of new equipment into the LBTS. Results shall be documented and delivered (CDRL 0003).

C.1.7 The Contractor shall identify and procure installation material and documentation (cables, HVAC equipment, room arrangements, etc.) associated with combat system upgrades as identified in the Bill of Materials (CDRL 0003).

C.1.8 Within this Task Order work area, the Contractor shall perform evaluation of new configurations and upgrades using information obtained from planning meetings, Configuration Definition Documents (CDDs), the Sites Requirements Planning Basis (SRPB), Program Executive Office/Program Directive design disclosure meetings and evaluation of engineering initiative projects. In addition the Contractor shall develop long range plans, requirements documents and white papers providing conceptual facility designs for the Navy's Land Based Facilities. Specifically, the Contractor, via applicable CDRLs, shall:

C.1.8.1 Present conceptual and detailed design data for evaluation relative to project plans. This

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 10 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

design data shall include that which has an impact on facilities and the project. The Contractor shall work issues/controversies raised when presenting or developing this information and provide proposed solutions to the COR and/or TA for evaluation. The Contractor shall also provide support in developing facilities long range plans (CDRL 0003).

C.1.8.2 Provide support in developing facility conceptual designs, equipment lists (Preliminary Baseline Equipment List/ Approved Baseline Equipment List) (PBEL/ABEL), preliminary and final requirements planning sheets, facility Military Construction (MILCON) requirements, staffing requirements and equipment requirements. This data shall be incorporated into acquisition tools such as Task Planning Sheets (TPS). The Contractor shall evaluate responses to these documents and develop responses, workarounds, impact statements and temporary solutions (CDRLs 0001, 0003).

C.1.8.3 Provide Technical support to the designated sites to develop a preliminary design which shall be presented to the Government team in a Preliminary Design Review (PDR) for project concurrence. A product of the design review shall be a list of long-lead material and equipment procurements (CDRL 0003).

C.1.8.4 Perform inventory of the above facility equipment and capabilities relative to facility Configuration Definition Document (CDD) provide a delta package which includes discrepancies and proposed corrective action, and develop new and evaluate existing detailed facility capability documents which include drawings and descriptions (CDRL 0003).

C.1.8.5 Provide technical and engineering support to the LBTS as applicable for installation, checkout, and turnover of equipment needed in support of operational development/tactical systems. The support shall be in the form of on-site or on-call services. Summary report shall be provided (CDRL 0003).

C.1.8.6 Via collaboration with the Government and CSDA, the contractor shall provide engineering support (CDRL 0003) for Combat Systems, Electrical Integration, Facilities, and Computer Program design/integration, including:

C.1.8.6.1 -Interface Configuration Definitions (Preliminary and Final)

- Prepare System level Interface Block Diagrams (IBDs) using relevant Interface Design Specs (IDS), Installation Control Drawings (ICD) and programmatic data.
- Prepare Interface Lists and High Level Interface Block Diagrams (HIBDs);
- Assess Site Impacts including interface simulation requirements, cabling estimates and definitions, and facility impacts such as space, foundations, site switching, HVAC, etc.
- Provide Engineering support for Site Activation Installation and Checkout (INCO), site switching, equipment interfaces and troubleshooting)
- Provide engineering and operational support for post-activation troubleshooting.

C.1.8.6.2 - Electrical Systems

- Provide Site Combat Systems Cable Block Diagrams (CBD) identifying cable material, connectors, backshells, termini, connector adapters based on Commercial and Military Standards, Spec Control Drawings and other COTS documentation

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 11 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Includes reviewing and incorporating facility change notices, preparation and delivery of individual Tech Data Packages, preparation and submittal of engineering changes, coordination of drafting services
- Provide Cable Installation/Interconnection Diagrams (CIID) identifying Cable Material Lists
- Design cable assemblies and create new cable assembly and marking drawings
- Provide Tech Support to Site personnel to interpret drawings and detailed design, support resolution of integration issues
- Provide Engineering/Tech support primarily to the VA Sites Program Management Office (PMO) for design reviews, tech meetings, shop order reviews, etc

C.1.8.6.3- Facilities

- Prepare design drawings defining modifications to mechanical and electrical distribution systems
- Perform load calculations incorporating new cabinets to determine adequacy of existing building structure
- Prepare equipment Bills of Material (BOM) for facility modification efforts
- Prepare specifications for mechanical and electrical equipment
- Review manufacturer's fabrication drawings to ensure spec compliance
- Provide Engineering support during Site Activation to ensure compliance with Site Sell-off processes, documentation, and procedures
- Provide Engineering support for resolution of integration problems
- Provide the necessary material to support the activation effort. This material includes, but is not limited to, items such as cooling equipment, foundations, washers, stanchions, tie downs, cables, cable trays and piping.

C.1.8.6.4 - Computer Program Install Support

- Provide coordination between Lockheed Martin Moorestown, NJ and the VA Sites for the delivery and installation of computer program updates
- Configure hardware per Advanced Configuration Directive
- Install Operating Environment per the Aegis Configuration Document, verify configuration via Test Tools, identify and address installation deficiencies
- Install computer programs and software tools, document anomalies via Technical Observation Report
- Complete Multi-Element Integration checklists
- Test and verify operations (including stability) in simulation and live configurations (Tactical, Test and Training Modes)
- Out brief and provide letter of capabilities and limitations to Site personnel

C.1.8.7 - The contractor may be tasked to develop tools, patches, and/or enhancements in support of SPY-1 Radar and associated subsystem development, test, integration and troubleshooting.

C.1.8.7.1 - The contractor shall provide site adaptation data based on measurements provided by NAVSEA Dahlgren and/or other activities. Associated documentation, including Capabilities and Limitations, user manuals and instructions shall be provided (CDRL 0003).

C.1.9 – The contractor shall have the ability to interface with the Government systems, websites,

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 12 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

and tools via Internet Protocol which may require PKI encryption and/or use of the Common Access Card. Examples of such tools and sites include ASM/SAMP, W Dept User Assistance, and VIEWNet.

C.2 DELIVERABLES

Specific deliverable requirements are identified in Exhibit A, Contract Data Requirements List (CDRLS). Copies of deliverables shall be provided distributed in accordance with Exhibit A. Other distribution may be mutually agreed to.

C.3 IN-PROCESS REVIEWS

The contractor shall conduct In-Process Reviews (IPR) with the government. The reviews are estimated to take place on a bi-annual basis, but shall be scheduled as needed by the COR. (CDRL 0004)

C.4 REPORTING REQUIREMENTS

Contract Data Requirements are identified in Exhibit A, Contract Data Requirements List.

C.5 PROGRESS REPORTING REQUIREMENTS

Monthly Technical and Financial Status Reports are required and shall include the following (CDRL 0001):

Technical: Accomplishments for the month, meetings attended, problems encountered, deliverables, documentation, status of key personnel, and work planned for the next reporting period.

Financial: Funding Status to document hours/dollars ordered, planned, funded, expended in the current period, expended to date and remaining on the task. Information shall be provided at the Task Order and Work Area level.

C.6 SECURITY

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachment J.1) provides the security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

C.7 NON-DISCLOSURE AGREEMENTS (NDAs)

NDAs may be utilized to allow for access to company sensitive/proprietary data. For tasks requiring NDAs the contractor shall obtain appropriate agreements for all of their employees that

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 13 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

are associated with the task requiring such an agreement.

Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that is considered business or program sensitive and returned to the COR for endorsement and retention.

C.8 CONTRACTOR EXPENSE REPORTING SYSTEM (CERS)

Contractors supporting the Warfare Systems Program Office (WSPO) Code W05 shall use CERS to record funding expenditures. CERS is a browser based web application with the Integrated Budget, Planning and Execution System (IBPES) tool used by W05 for Funds Management, Procurement Allocations, Budgeting, and Out Year Planning. W05 requires expenses, consisting of labor and “Other” (i.e. travel, sub-contracts, and any other direct expenses) by invoice, in addition to an estimate of funded work performed to be reported each month. The contractor shall report all invoiced contract execution by requisition (SLIN) in the Requisition Tab for the previous month. The estimated funded work performed by WBS/TPS shall be reported in the WBS Tab to capture estimated costs to date. All reporting is due to be submitted by the 20th of each month.

W05 required data shall be captured in the “Labor” and “Other” fields of CERS. W05 does not require inputs to the “Hours” or “Travel”. The “Labor” fields capture the labor expenses and the “Other” field shall capture the “ODC” expenses for SeaPort-e and Travel and other indirect expenses for the non-SeaPort-e Task Orders.

Contractors shall coordinate all requests for CERS training with the Contracting Officer’s Representative (COR) for the Task Order. The COR shall provide the Contractor with the WSPO CERS Procedural Document that provides instructions on how to utilize and gain access to CERS and coordinate direct requests for training with W05.

Incremental funding modifications will notify the contractor when W05 funding is used.

C.9 NON-PERSONAL SERVICES/ INHERENTLY GOVERNMENTAL FUNCTIONS

(a) The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 14 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

C.10 CONTROL OF CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of NAVSEA and NSWCCD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

C.11 DIGITAL DELIVERY OF DATA

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

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

C.12 IDENTIFICATION BADGES

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

C.13 USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 15 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

Contractor Use of NSWCDD IS Resources

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

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

Connections Between NSWCDD and Contractor Facilities

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

C.14 PLAN OF ACTIONS AND MILESTONES (POA&M) REQUIREMENTS

C.14.1 The contractor shall develop a POA&M for each work element. The signed POA&M shall be provided electronically to the Contract Specialist, the COR/ACOR, and the appropriate Government Technical Assistant (TA) or Lead within forty-five (45) calendar days after issuance of the order. Thereafter, plans shall be updated bi-annually or as needed. While contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M. (CDRL A005)

- a. Date POA&M prepared/revised
- b. Work Element (number and title)
- c. Revision number if applicable
- d. Contract and Order Number
- e. POA&M Period Of Performance
- f. Contractor Interfaces/Points Of Contact (technical area)
- g. Government Interfaces/POC
- h. Estimated labor hours and total cost (including fee)
- i. Work summary – to include tasking for the year
- j. Subcontractors identified by name
- k. Travel

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 16 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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

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

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014),

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 17 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

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

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

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

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

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

HAZARDOUS MATERIALS (JAN 1992) (NAVSUP)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD 129-1 and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 18 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this Task Order. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the both the Contracting Officer and the Contracting Officer's Representative (COR) with an inventory and Material Safety Data Sheet (MSDS) for these materials.

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

The contractor shall insure that all employees who have a NSWCCD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCCD Physical Security of all changes in their contract personnel requiring NSWCCD base access.

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

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 19 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the nonworking hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 20 of 64	FINAL
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SECTION D PACKAGING AND MARKING

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

All technical reports and other deliverable items shall be marked to include, as a minimum, the prime contractor's name, contract number, and task order number.

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 21 of 64	FINAL
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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the Contracting Officer Representative (COR) designated herein.

PERFORMANCE BASED CRITERIA:

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

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

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

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. PURPOSE

(a) This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to ensure that systematic quality assurance methods are used in the administration of this performance based order. The intent is to ensure that the contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the order.

(b) This Task Order provides technical and programmatic support to various engagement systems, subsystems and components. The resulting performance based order will have cost plus fixed fee Labor CLINS, and cost only Other Direct Cost (ODC) CLINS. The order will be for a base year with four one-year options. A properly executed QASP will assist the Government in achieving the overall objectives of this procurement.

2. AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative.

3. SCOPE

(a) The QASP is put in place to provide Government *surveillance* oversight of the contractor's efforts to assure that they are timely, effective and are delivering the results specified in the order.

(b) The contractor's performance on this Task Order will be evaluated by the Government as described below. The first evaluation will cover the first six-months of performance with

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 22 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under this Task Order. For the first six-month period and each subsequent twelve-month period, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the six/twelve-month period but will not include cumulative information from prior reports. For each period, the Contractor will complete a self- assessment of the performance provided, to be delivered to the COR and Contract Specialist NLT 60 days following the period being evaluated. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" overall performance rating for the period evaluated, the next option period will not be exercised. As options are exercised, improved performance is required as demonstrated in Table 2.

4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

(a) Contracting Officer

(1) A person duly appointed with the authority to enter into (Procuring Contracting Officer (PCO)) or administer (Administrative Contracting Officer (ACO)) contracts and make related determination and findings on behalf of the Government. The PCO for this Task Order is identified in section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting order. Contracting Officers are designated via a written warrant, which sets forth limitations of their respective authority.

(2) The Contracting Officer ensures performance of all necessary actions for effective contract administration, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the Order. The Contracting Officer is ultimately responsible for the final determination of the acceptability of the Contractor's performance.

(b) Contract Specialist

(1) Assigned by the PCO to provide daily administration of the Task Order.

(2) Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

(c) Contracting Officer's Representative (COR)

(1) An individual appointed in writing by the PCO to act as their authorized representative to assist in technical administration of the Order. The COR is appointed in the Task Order award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the Order.

(2) The COR is responsible for technical administration of the Task Order and assures proper

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 23 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Government surveillance of the contractor's technical performance. The COR provides QASP reports to the PCO.

(3) The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

(d) Technical Point of Contact (TPOC) /Technical Assistant (TA) / Functional Area Lead

(1) Subject Matter Experts who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the Task Order.

(2) The TPOC/TA/Functional Lead provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.

(3) A Government TA cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

5. METHODS OF QA SURVEILLANCE

(a) The methods of surveillance used in the administration of this QASP are identified in Tables 1 thru 3. The Government will conduct surveillance of contractor performance utilizing the evaluation and measurement criteria in this QASP, supplemented with additional information listed below, to determine whether the contractor is effectively complying with all the terms and conditions of the Task Order. The assessed performance level using this QASP will be a determining factor in the PCO's decision to exercise an option or not.

(b) Contractor Performance Assessment Report System (CPARS) – The market place for information technology, engineering, and management support services is very competitive. As such, the successful offeror has a vested interest in the Government-generated CPARS under this Task Order. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. The Government for this procurement will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

6. DOCUMENTATION

In addition to providing annual reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. The COR shall forward these records to the Contracting Officer at termination or completion of the order.

7. SURVEILLANCE

The tables below set forth the performance ratings, standards, outcome and surveillance methods to document the results of the surveillance on an annual basis as well as interim and informal reviews (i.e.IPRs) on a more frequent basis.

(a) Performance Ratings: The Government will evaluate the contractor’s performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Satisfactory
- (3) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

TABLE 1: OVERALL PERFORMANCE RATINGS

Overall Performance Rating	Standard
Excellent	“Excellent” ratings for all performance evaluation criteria in Tables 3, 5 and 6.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria in Tables 3, 5 and 6.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria in Tables 3, 5 and 6.

(b) Objectives / Determination:

- 1. Interim/Informal

Interim/informal performance evaluations will be provided to assess performance at each IPR.

- 2. Annual

The Contracting Officer will make a performance determination at the end of each evaluation period. The determination will be based upon COR’s recommendations, the contractor’s comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR’s recommendations and the contractor’s comments/report regarding the evaluation. The Contracting Officer’s performance determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor within 30 days of receipt of the contractor’s self-assessment.

TABLE 2: OBJECTIVES

Assessment Period	Acceptable Performance Definition	How Measured	Outcome
Base:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	After the first six months using the QASP evaluation ratings; annually using the CPARS system covering the previous 6 months.	(+) Meet the acceptable performance definition as a condition for exercise of option 1.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 1.*
Option I:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option. 2.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option. 2.*
Option II:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option 3.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 3.*
Option III:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6, with two or more areas rated "Excellent". See Below.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option 4.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 4.*
Option IV:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6, with two or more areas rated	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12	Final CPARS ratings.

	"Excellent". See Below.	months.	
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* The Government may not exercise the next option year term unless the contractor meets the acceptable performance definition.

(c) Performance Evaluation Criteria. The contractor's performance will be evaluated using the criteria and standards provided for each objective, and identified in Tables 3, 5 and 6 of this contract clause. Based on this evaluation, each assessment period will be given an overall rating resulting from the rolled up objective. Each of the criteria in Tables 3, 5 and 6 must score a minimum of "Satisfactory" to receive and overall performance rating of "Satisfactory" in each assessment period. Additional ratings of "Excellent" are required in the last two option years as shown in the table above.

(d) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Determining Official, and the COR. In some instances, a TA will be assigned to the contract or Task Order in addition to a COR.

(e) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this Task Order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report.

TABLE 3: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERIA	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet 90% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product meets a minimum of 90% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product meets 100% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per Task Order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per Task Order policy. Contractor ensures staff training remains current.

Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 4: PERFORMANCE REQUIREMENTS SUMMARY TABLE

Task Area				
Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
PWS Paragraphs C.1.2-7; C.1.8.1-6 ; C.1.8.7.1 ; C.2 ; C.4	(a) Perform Program Management duties, including but not limited to Cost Control, adherence to schedules, risk reduction. Maintain acceptable level and quality of staffing.	(a) Cost reporting is accurate, minimal schedule deviation, estimates are accurate and execution is timely. Documents and revisions are delivered IAW agreed upon schedules.	(a) Financial and technical reports produced, reviewed and presented to meet acceptance. 90% completed by due date.	(a) Government oversight of review/comment/approval process. CDRL 0001, 0002, 0003, 0004.
PWS Paragraphs C.1.2-4; C.1.6-7; C.1.8.1-6 ; C.1.8.7.1	(b) Ballistic Missile Defense baseline equipment activation and facility preparation.	(b) Documents are technically accurate, timely, and grammatically correct. Mission requirements are satisfied. Sell-Off is achieved and ROD dates are met based on	(b) Test plans and POAMs are produced, reviewed and approved to meet acceptance. Drawings are approved by the Government. Sell-Off packages are signed by the Government if applicable. 90%	(b) Government oversight of review/comment/approval process. CDRL 0003.

		Government provided milestones. Documentation is complete.	completed by due date.	
PWS Paragraphs C.1.2-4; C.1.6-7; C.1.8.1-6 ; C.1.8.7.1	(c) Ballistic Missile Defense engineering reachback to the Combat Systems Design Agent	(c) Documents are technically accurate, timely, and provide concise technical and programmatic recommendations which potentially enables cost savings, problem resolution and unique solutions.	(c) Technical and engineering analysis / reports produced, reviewed and delivered to meet all decision milestones.	(c) Government oversight of review/comment/approval process. CDRL 0003.
PWS Paragraphs C.1.2-4; C.1.6-7; C.1.8.1-6 ; C.1.8.7.1	(d) Aegis baseline equipment activation and facility preparation.	(d) Documents are technically accurate, timely, and grammatically correct. Mission requirements are satisfied. Sell-Off is achieved and ROD dates are met based on Government provided milestones. Documentation is complete.	(d) Test plans and POAMs are produced, reviewed and approved to meet acceptance. Drawings are approved by the Government. Sell-Off packages are signed by the Government if applicable. 90% completed by due date.	(d) Government oversight of review/comment/approval process. CDRL 0003.
PWS Paragraphs C.1.2-4; C.1.6-7; C.1.8.1-6 ; C.1.8.7.1	(e) Aegis baseline engineering reachback to the Combat Systems Design Agent	(e) Documents are technically accurate, timely, and provide concise technical and programmatic recommendations which potentially enables cost	(e) Technical and engineering analysis / reports produced, reviewed and delivered to meet all decision milestones.	(e) Government oversight of review/comment/approval process. CDRL 0003.

		savings, problem resolution and unique solutions.		
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TABLE 5: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS (C.5)

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective and timely.

TABLE 6: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources

			available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.
Invoice Management	Invoices are generally late and/or contain errors. Differences between invoiced amounts and progress report expenditure are unexplained. Contractor does not respond to government questions in a timely manner.	Invoices are timely (no more than three weeks after the end date of the period being invoiced; are accurate with respect to both amounts and ACRNs/SLINs invoiced; and differences between progress report expenditures and invoiced costs are explained. Contractor responds to government questions in a timely manner.	Invoices are timely (no more than two weeks after end date of period being invoiced) with respect to both prime and subcontractor costs; are accurate with respect to both ACRNs/SLINs invoiced; and all differences between progress report expenditures and invoiced costs are fully explained. Contractor is very proactive in responding to government questions and takes prompt action to resolve any issues. .

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 31 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	5/6/2011 - 5/5/2012
4100	5/6/2012 - 5/5/2013
4200	5/6/2013 - 5/5/2014
6000	5/6/2011 - 5/5/2012
6100	5/6/2012 - 5/5/2013
6200	5/6/2013 - 5/5/2014
7000	5/6/2014 - 5/5/2015
9000	5/6/2014 - 5/5/2015

CLIN - DELIVERIES OR PERFORMANCE

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

4000	5/6/2011 - 5/5/2012
6000	5/6/2011 - 5/5/2012

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

4100	5/6/2012 - 5/5/2013
4200	5/6/2013 - 5/5/2014
6100	5/6/2012 - 5/5/2013
6200	5/6/2013 - 5/5/2014

Services to be performed hereunder will be provided at the contractor's facility and Aegis Training and Readiness Center (ATRC) and Integrated Warfare Systems Laboratory (IWSL) in Dahlgren, Virginia, and the Surface Combat Systems Center (SCSC) in Wallops Island, Virginia.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 32 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

In accordance with (DFARS) PGI 204.7108 "Other"(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with clause HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS(b)(12)"Other" (ALTERNATE 1) (NAVSEA) (JAN 2008), which is in your basic Seaport-e contract, the following payment instructions apply to this task order:

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

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

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the Seaport-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual work assignment that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

SPECIAL INVOICE INSTRUCTIONS

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

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 33 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

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

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this Task Order.

Technical Point of Contact (TPOC)/ Technical Assistant (TA)

The Technical Point of Contact (TPOC)/ Technical Assistant (TA) may be identified in the POA&M(s).

The TPOC/ TA is the COR's subject matter expert (SME) for specific work areas. The TPOC/ TA assists the COR in such areas as providing Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) as/if specified in the order and serves as an SME for work areas as defined in the POA&M(s).

Ddl-G12 POST AWARD MEETING

- (a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at Task Order award).
- (b) The contractor will be given at least five working days notice prior to the date of the meeting by the Contracting Officer.
- (c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 35 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document(s)

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

DODAAC Codes and Inspection and Acceptance Locations

Issue DODAAC N00178

Admin DODAAC S2101A

Pay Office DODAAC HQ0338

Inspector DODAAC N00178

Service Acceptor DODAAC N00178

Service Approver DODAAC N00178

Ship To DODAAC N00178

DCAA Auditor DODAAC HAA630

LPO DODAAC N/A

Inspection Location Destination

Acceptance Location Destination

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 36 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in 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 ODCs (materials and travel), by line item task or subtask. 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 and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact

CONSENT TO SUBCONTRACT

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 37 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available thru advance purchase. Charges associated with itinerary changes and cancelations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary CONUS facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources for both unclassified and classified applications.

(d) The requirements of the above clause apply equally to subcontractors and consultants.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 38 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 39 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 40 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 41 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 42 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 43 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 44 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 45 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 46 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 47 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 48 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 49 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 50 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 51 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 52 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 53 of 64	FINAL
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SECTION H SPECIAL CONTRACT REQUIREMENTS

Post Award : Based on the Key Labor Category Desired Qualifications listed below and the PWS, the contractor will select and manage the workforce supporting this contract. While government approval is required only for the Resumed Key Personnel, the entire workforce will be evaluated based on the contractor's performance of the PWS in accordance with the QASP.

KEY LABOR CATEGORY DESIRED QUALIFICATIONS

(1) PROGRAM MANAGER:

Ten (10) years of general experience in Navy combat system engineering as defined in the "General Combat System Engineering Experience" paragraph below. Five (5) years of recent Aegis Weapon System experience as defined by the "Recent Aegis Weapon System Experience" paragraph below, with assignments in engineering development, activation of complex new Land Based test/training capabilities, and lifetime support engineering. Five (5) years project management experience for a major tactical system employing embedded computer technology. To qualify for the project management experience, the individual must have been responsible for directing a multi-disciplined team of technical personnel to produce a system under cost, schedule, and performance constraints.

(2) PRINCIPAL ENGINEER:

Fifteen (15) years of general experience in Navy combat system engineering as defined in the "General Combat System Engineering Experience" paragraph below. Seven (7) years of recent Aegis Weapon System engineering experience as defined by the "Recent Aegis Weapon System Experience" paragraph below, with established expertise in engineering development, activation of complex new Land Based test/training capabilities, and legacy baseline modernization.

(3) SENIOR SYSTEMS ENGINEER:

Twelve (12) years of general experience in Navy combat system engineering as defined in the "General Combat System Engineering Experience" paragraph below. Five (5) years of recent AEGIS Weapon System engineering experience as defined by the "Recent Aegis Weapon System Experience" paragraph below, with established expertise in engineering development, activation of complex new Land Based test/training capabilities, and legacy baseline modernization.

(4) SYSTEMS ENGINEER:

Five (5) years of general experience in Navy combat system engineering as defined in the "General Combat System Engineering Experience" paragraph below. Three (3) years of recent Aegis Weapon System engineering experience as defined by the "Recent Aegis Weapon System Experience" paragraph below, with expertise in engineering development, activation of complex new Land Based test/training capabilities, and legacy baseline modernization.

GENERAL COMBAT SYSTEM ENGINEERING EXPERIENCE - For the purpose of this solicitation, general combat system engineering experience refers to prior traceable experience in engineering design, development, and testing of Navy combat weapon systems. A combat system includes the sensor, weapons, control, communication, and support system for prosecuting the full spectrum of activities required to detect, track, identify, engage and kill hostile targets in multi-

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 54 of 64	FINAL
----------------------------------	---	----------------------------------	------------------	-------

warfare environments.

RECENT AEGIS WEAPON SYSTEM EXPERIENCE - For the purpose of this solicitation, recent Aegis Weapon System experience is defined as experience with developmental or operational Aegis Weapon or Combat Systems within the past seven (7) years, prior to issuance of this Request For Proposal (RFP). Experience shall include one or more of the following specific areas: engineering investigation and resolution of improvements; the development of methodologies models, or simulations for conducting engineering assessment to Aegis Weapon System (AWS)/Aegis Combat System (ACS) performance; combat and weapon system performance analysis; development, installation, and maintenance of combat system element-level quality assurance, configuration management, and installation procedures; computer program definition, design, development, test and multi-element test plans and procedures; exploration and implementation of new engineering approaches to combat system integration and/or modernization for improving the warfighting capability of Aegis Ships; and the engineering associated with AWS/ACS enhancements and modernization.

Accumulation of Qualifying Experience – Experience may be accumulated concurrently. All experience must be clearly supported by the resume or it will be discounted during the evaluation.

Professional Certifications and Development - Professional development includes honors, degrees, publications, professional licenses, accreditations, and certifications that directly impact the offerors ability to perform the contract. Retention of these credentials, as required to maintain accreditation, throughout the duration of the contract is the responsibility of the contractor. The years of experience listed above are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have the necessary credentials and accreditations to perform the work.

5252.237-9106 Substitution of Personnel (Sep 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days*, or ninety (90) days* if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

** Under extenuating circumstances, such as medical emergencies or job termination, the forty-five (45) or ninety (90) day notice may be waived. However, the Contracting Officer shall be notified in writing of any proposed substitution as soon as the Contractor is aware of the*

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 55 of 64	FINAL
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extenuating circumstance.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

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

(b) It is desired that resumes be submitted in the format required below. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

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

RESUME FORMAT AND CONTENT REQUIREMENTS

RESUME FORMAT AND CONTENT: In order to facilitate evaluation, all resumes shall be provided in the following format:

Complete Name

Task Order Labor Category / Contractor Labor Category

Percentage of time to be allocated to this effort

Current security clearance level per JPAS (identify if interim or final)

Current work location and planned work location upon award of this Task Order

Note if the individual is key on another contract with a period of performance that will overlap this requirement. Note plans to satisfy both contracts if the Offeror is selected for award.

Chronological Work History / Experience – Show experience and date(s) as follows:

(a) Employer: Dates (month/year); Title(s) held

(b) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(c) Phrases such as "assisted with", "participated in", or "supported" are UNACCEPTABLE except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will NOT be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 56 of 64	FINAL
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(d) Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

(e) Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government's overall technical requirements.

(f) All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

(g) Gaps in experience shall be avoided.

(h) The cut-off date for any experience claimed shall be the closing date of the solicitation.

(i) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's ability to perform under the Task Order. For education and training, the following format is preferred:

Academic: Degree(s); Date(s); Institution; Major/Minor

Non-Academic: Course title, date(s), approximate length

Professional licenses and specialized certifications. Note the date obtained for each, as well as the

date when each license/certification requires renewal.

(j) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement:

CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for

NSWCDD Solicitation N00024-11-R-3021 by _____

(insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee certification shall not be dated earlier than the issue date of this solicitation.

(k) If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 57 of 64	FINAL
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(a) Performance of the work hereunder shall be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. As used herein, technical instructions are defined to include the following:

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

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

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

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

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

SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order.

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

The Government also strongly encourages the prime contractor to eliminate "double pass-thru"

costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or(ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e and/or (iii) waiving the prime contractor's pass-thru charge.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this order. The total level of effort for the performance of this order shall be _____ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The man-hours are listed below.

(b) Listed above are both compensated and uncompensated man-hours associated with this order. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Time Accounting (TTA) effort is included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the above table, uncompensated/ TTA effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 60 of 64	FINAL
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(d) The level of effort for this contract shall be expended at an average rate of approximately _____ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

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

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 61 of 64	FINAL
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geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 62 of 64	FINAL
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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

252.239-7001 Information Assurance Contractor Training and Certification (Jan 2008)

CLAUSES INCORPORATED BY FULL TEXT:

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(NAVSEA VARIATION) (SEP 2009)

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

(* - To be identified in Task Order award document)

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
4100 Option 1 Labor	6 May 2012
6100 Option 1 ODC	06 May 2012
4200 Option 2 Labor	06 May 2013
6200 Option 2 ODC	06 May 2013
7000 Option 3 Labor	06 May 2014
9000 Option 3 ODC	06 May 2014

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

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

SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2 Alternate 1 of the contractor's SeaPort-e contract, the contractor shall include the following information regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section G of the Task

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 63 of 64	FINAL
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Order.

- (1) Sole Source justification (if applicable)
- (2) Documentation establishing that the negotiated price is fair and reasonable.
- (3) Impact on subcontracting goals.
- (4) Impact on providing support at the contracted value
- (5) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract.
- (6) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.
 - (b) The Government strongly discourages T&M or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-0020	AMENDMENT/MODIFICATION NO. 46	PAGE 64 of 64	FINAL
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SECTION J LIST OF ATTACHMENTS

Exhibit A: CDRL

Attachment J.1 - DD254 (Rev 1) - Revised Mod 20

Attachment J.2 - COR Appointment Letter (Rev 1) - revised Mod 07, Mod 20

Attachment J. 3 - ACOR Appointment Letter - revised Mod 07, Deleted Mod 20