

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
38

3. EFFECTIVE DATE  
15-Jun-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 S5111A

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

DCMA HAMPTON  
2000 Enterprise Parkway, Suite 200  
Hampton VA 23666

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)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4079-0021

10B. DATED (SEE ITEM 13)

16-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).

[X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
By Mutual Agreement and FAR 52.232-22 Limitation of Funds

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ X ] 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

14-Jun-2018

BY

15-Jun-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

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## **GENERAL INFORMATION**

The purpose of this modification is to deobligate unexpended funds from this expired contract. The funding profile and allotment of funds have been updated to reflect this change. 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

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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	J998	BASE PERIOD, Aircraft Carrier Engineering Support IAW Secion C, PWS.					\$1,493,524.00
400001	J998	Award - CVN 72					
400002	J998	Award - CVN 71					
400003	J998	Mod 01 - CVN 71					
400004	J998	Mod 01 - CVN 72					
400005	J998	Mod 02 - CVN 71					
400006	J998	Mod 02 - CVN 72					
400007	J998	Mod 04 - CVN 71					
4010	J998	BASE PERIOD - SURGE CLIN, Aircraft Carrier Engineering Support IAW Section C, PWS.					\$298,705.00
		Option					
4100	J998	OPTION PERIOD 1, Aircraft Carrier Engineering Support IAW Section C, PWS.					\$1,639,031.00
410001	J998	Mod 05 - CVN 72					
410002	J998	Mod 07 - CVN 71					
410003	J998	Mod 08 - CVN 72					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410004	J998	Mod 09 - CVN 71					
410005	J998	Mod 10 - CVN 73					
410006	J998	Mod 11 - CVN 71					
410007	J998	Mod 15 - CVN 72					
4110	J998	OPTION PERIOD 1 - SURGE OPTION, Aircraft Carrier Engineering Support IAW Section C, PWS.					\$327,806.00
		Option					
4200	J998	OPTION PERIOD 2, Aircraft Carrier Engineering Support IAW Section C, PWS.					\$1,533,972.00
420001	J998	Mod 13 - CVN 73					
420002	J998	Mod 13 - SSDS					
420003	J998	Mod 14 - CVN 71					
420004	J998	Mod 15 - CVN 72					
420005	J998	Mod 16 - CVN 73					
420006	J998	Mod 16 - CVN 71					
420007	J998	Mod 17 - CVN 72					
420008	J998	MOD 19 - CVN 73					
420009	J998	MOD 20 - CVN 72					
420010	J998	MOD 22 - CVN 71					
4210	J998	OPTION PERIOD 2 - SURGE OPTION, Aircraft Carrier Engineering Support IAW Section C, PWS.					\$336,794.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
4300	J998	OPTION PERIOD 3, Aircraft Carrier Engineering Support IAW Section C, PWS.					\$1,880,342.00
430001	J998	MOD 23 Incremental Funding ACRN AV					
430002	J998	MOD 24 Incremental Funding ACRN AW					
430003	J998	MOD 25 Incremental Funding ACRN AX					
430004	J998	MOD 26 Incremental Funding ACRN AY					
430005	J998	MOD 29 Incremental Funding ACRN AZ					
4310	J998	OPTION PERIOD 3 - SURGE OPTION, Aircraft Carrier Engineering Support IAW Section C, PWS.					\$346,069.00
		Option					
4400	J998	MOVED TO CLIN 7400 - OPTION PERIOD 4, Aircraft Carrier Engineering Support IAW Section C, PWS.					\$0.00
4410	J998	OPTION PERIOD 4 - SURGE OPTION, Aircraft Carrier Engineering Support IAW Section C, PWS.					\$355,626.00
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	J998	BASE PERIOD, ODCs for CLIN 4000	1.0	LO	\$44,645.00
600001	J998	Award - CVN 72			
600002	J998	Award - CVN 71			
600003	J998	Mod 01 - CVN 71			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600004	J998	Mod 01 - CVN 72			
600005	J998	Mod 02 - CVN 71			
600006	J998	Mod 02 - CVN 72			
6010	J998	BASE PERIOD - SURGE OPTION, ODCs for CLIN 4010	1.0	LO	\$8,929.00
		Option			
6100	J998	OPTION PERIOD 1, ODCs for CLIN 4100	1.0	LO	\$47,281.00
610001	J998	Mod 05 - CVN 72			
610002	J998	Mod 07 - CVN 71			
610003	J998	Mod 08 - CVN 72			
610004	J998	Mod 09 - CVN 71			
610005	J998	Mod 10 - CVN 73			
6110	J998	OPTION PERIOD 1 - SURGE OPTION, ODCs for CLIN 4110	1.0	LO	\$9,456.00
		Option			
6200	J998	OPTION PERIOD 2, ODCs for CLIN 4200	1.0	LO	\$99,250.00
620001	J998	Mod 13 - CVN 73			
620002	J998	Mod 13 - SSDS			
620003	J998	Mod 14 - CVN 71			
620004	J998	Mod 15 - CVN 72			
620005	J998	Mod 16 - CVN 73			
620006	J998	Mod 16 - CVN 71			
620007	J998	Mod 17 - CVN 72			
620008	J998	MOD 22 - CVN 71			
6210	J998	OPTION PERIOD 2 - SURGE OPTION, ODCs for CLIN 4210	1.0	LO	\$19,850.00
		Option			
6300	J998	OPTION PERIOD 3, ODCs for CLIN 4300	1.0	LO	\$52,822.00
630001	J998	MOD 23 Incremental Funding ACRN AV			
630002	J998	MOD 24 Incremental Funding ACRN AW			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
630003	J998	MOD 26 Incremental Funding ACRN AY			
6310	J998	OPTION PERIOD 3 - SURGE OPTION, ODCs for CLIN 4310  Option	1.0	LO	\$10,564.00
6400	J998	MOVED TO CLIN 9400 - OPTION PERIOD 4, ODCs for CLIN 4400  Option	1.0	LO	\$0.00
6410	J998	OPTION PERIOD 4 - SURGE OPTION, ODCs for CLIN 4410  Option	1.0	LO	\$11,086.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400		OPTION PERIOD 4, Aircraft Carrier Engineering Support IAW Section C, PWS.					\$1,778,132.00
7400AA	J998	Holding SLIN for OPTION PERIOD 4, Aircraft Carrier Engineering Support IAW Section C, PWS.					\$135,332.00
7400AB	J998	C.2 NSWCDD Engineering and Technical Support for CVN 73 FY5.					\$186,000.00
7400AC	J998	C.2 NSWCDD Engineering and Technical Support for CVN 72 FY4					\$743,300.00
7400AD	J998	MOD 31 Carriers Inservice Ship Integration Support FY5					\$30,000.00
7400AE	J998	MOD 32 Carriers In-service Ship Integration Support OWLD: 12/31/2018 FYX					\$75,000.00
7400AF	J998	MOD 32 Carriers In-service Ship Integration Support OWLD: 06/30/2021 FYX					\$150,000.00
7400AG	J998	MOD 34 Engineering and Technical Support for CVN 72 OWLD: 12/31/2017 FYX					\$85,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400AH	J998	MOD 35 Engineering and Technical Support for CVN 72 OWLD: 12/31/2017 FY4					\$84,500.00
7400AJ	J998	MOD 35 Engineering and Technical Support for CVN 73 OWLD: 5/30/2022 FY5					\$279,000.00
7400AK	J998	MOD 35 Engineering and Technical Support for CVN 74 OWLD: 12/31/2024 FYX					\$10,000.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9400					\$55,432.00
9400AA	J998	ODC in support of CLIN 7400	0.0	LO	\$36,035.00
9400AB	J998	ODC in support of CLIN 7400 FY5	1.0	LO	\$5,647.00
9400AC	J998	ODC in support of CLIN 7400 FY4	1.0	LO	\$9,000.00
9400AH	J998	ODC in support of CLIN 7400 FY4	1.0	LO	\$2,500.00
9400AJ	J998	ODC in support of CLIN 7400 FY5	1.0	LO	\$2,250.00

## 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.

## SURGE

If the Government determines that an increased level of effort for support, as provided in Section C, is required, the government reserves the right to exercise a "Surge Option" CLIN for additional work in accordance with the Performance Work Statement. The Contracting Officer will provide written notice to the contractor at least 30 calendar days prior to exercise of a "Surge Option" CLIN.



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## **PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA 1993)**

(a) For purposes of this delivery order, "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 for level of effort type delivery orders.

(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.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Note: Following Award, the Performance Work Statement will be moved to an Attachment in Section J.

### **PERFORMANCE WORK STATEMENT (PWS) INTEGRATION ENGINEERING SERVICES FOR AIRCRAFT CARRIERS**

#### **C.0 BACKGROUND**

**C.0.1** The Naval Surface Warfare Center Dahlgren Division (NSWCDD), Dahlgren, VA is tasked to ensure the effective integration of Aircraft Carrier Warfare Systems into the ship for Nimitz class Aircraft Carriers that undergo Refueling and Complex Overhaul (RCOH), In-Service Carriers, and new construction Aircraft Carriers. NSWCDD's role is to review and provide assessment of Aircraft Carrier shipbuilder warfare system products and to provide technical guidance and government furnished information (GFI) to the shipbuilder. This contract is to provide for ship integration engineering services to support Government activities executed in meeting these responsibilities. Thus, the services are to be performed primarily in Dahlgren, VA. These services include development and/or review of warfare system ship design specifications, Ship Change Documents (SCDs), ship alterations, Heating, Ventilation, & Air Conditioning (HVAC) requirements, electrical power and cooling requirements, warfare system block diagrams, space and general arrangement drawings, guidance drawings, system equipment lists, operational warfare station books, installation control drawings, and cost analyses. The term "warfare system" comprises all shipboard tactical systems and tactical mission support systems such as, weapons, sensors, command and control, navigation, aviation support systems, mission planning, intelligence, surveillance and reconnaissance, interior and exterior communications, topside design, electronic warfare, and Command Control Communications Computers & Intelligence (C4I) and warfare system networks.

#### **C.1 GENERAL SUPPORT**

**C.1.1** The Contractor shall provide technical and engineering expertise as well as administrative support to the NSWCDD Aircraft Carrier Ship Programs for RCOH and In-Service Carriers spanning the disciplines of the warfare system. Additionally the contractor shall provide technical and engineering support on related integration issues with potential for application to new Construction Aircraft Carriers. Specifically, technical Subject Matter Expertise (SME) level support is expected in the following areas: Navigation, Aviation support systems, Mission Planning systems, Interior Communications, and C4I and Warfare Systems networks. Familiarity and general engineering knowledge is expected in the other warfare areas as defined in section C.0. Broad and diverse technical and engineering warfare system support shall include: analysis, ship integration engineering, installation engineering, systems engineering, review of shipbuilder efforts, ship specification development and updates, technical data collection and storage, documents and drawing production, and task planning and management to support NSWCDD's Aircraft Carrier Warfare System ship integration engineering efforts.

**C.1.2** The Contractor shall provide all details and complete justification of Contractor recommendations and Contractor efforts at the request of NSWCDD. The Contractor shall provide to NSWCDD on request, a status of all work performed under this contract. The Contractor's managers, engineers, technicians and staff shall participate as members of an integrated NSWCDD-Contractor team. The objective is to form an NSWCDD led team that will satisfy NSWCDD Carrier customers' needs. The Contractor shall provide management coordination with NSWCDD for the interchange of information such as, data files, schedules, task assignments, planning information and informal correspondence. (CDRL A001)

**C.1.3** This work will be performed as part of the NSWCDD Aircraft Carrier Warfare System Engineering

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Technical Team (WSETT) in support of ship integration engineering. The Contractor shall be considered a part of the WSETT; for the purpose of this document the term WSETT will refer to the combined government and Contractor team. The WSETT will function via a coordinated Integrated Product Team (IPT) approach that shall be composed of appropriate engineering disciplines/specialties and business functions from Government and Industry, including subcontractor and vendor representation. The WSETT will work with the warfare system community including Department of Defense (DoD) Participating Acquisition Resource Managers (PARMs), PARMs' contractors, Technical Authority Community, Supervisor of Shipbuilding Conversion and Repair, Planning Yards, and the Shipbuilder to ensure that the warfare system elements are properly developed, integrated, installed and certified such that the warfare system is ready for ship custody transfer in accordance with the ship construction schedule. At NSWCCD direction some work may be performed at other sites and travel would be required. The Contractor shall utilize teleconferencing, web conferencing, and other such electronic communications means to reduce travel costs and improve communications. The Contractor shall support the seamless, 24 hour, every day of the year and two-way use of electronic mail (email) between the contractor and NSWCCD upon award of this contract.

**C.1.4** The Contractor, as part of the WSETT, shall establish a teaming arrangement with Northrop Grumman Shipbuilding (NGSB) as the Shipbuilder to efficiently exchange Warfare Systems ship integration information and the contractor will facilitate agreements required to enable their participation. The Contractor shall identify and maintain visibility of all warfare system related problems and potential problems arising during contract performance that could impact the Shipbuilder's design and construction schedule. The Government and the Contractor shall integrate activities with NGSB to resolve warfare system design issues that impact NGSB design, fabrication, construction, and testing.

**C.1.5** The Contractor shall designate a Program Manager for this contract who shall have responsibility for all aspects of the work and the authority to commit the Contractor to tasking, work, products, schedules and specific courses of actions.

**C.1.6** Software tools used under this contract shall not be proprietary to the Contractor. Software tools shall be public domain or commercial-off-the-shelf. The Contractor shall identify to the Contracting Officer's Representative (COR) in writing (Contract Data Requirement List (CDRL A006) any and all software tools used under this contract by manufacturer, product name, revision, the source of the software and other information necessary to identify and procure the software. All computer hardware used shall be commercial-off-the-shelf. The Contractor shall identify to the COR in writing (CDRL A007) any and all computer hardware used under this contract by manufacturer, product name, revision, the source of the hardware and anything else necessary to identify and procure the hardware. The Contractor shall support all Microsoft Office products. The Contractor shall support, complete and submit work activities logs in Program Executive Office (PEO) Carriers format as required by the Government. Contractor shall support the maintenance and update of the PEO Carriers management operating system which would include coordinating, updating, consolidating documentation and reports, maintaining and updating weekly countermeasures reports metrics, weekly activity log metrics, quad and Pareto Charts and visual boards. All information, database(s), database structure, and database relationships produced or used under this contract shall be provided to NSWCCD upon request.

## **C.2 NSWCCD ENGINEERING AND TECHNICAL SUPPORT**

**C.2.1** The Contractor shall support NSWCCD review of Carrier Warfare System Contract Data Packages (CDP). The Contractor shall include recommendations to reduce weight and/or reduce cost, as well as identify risks and their mitigation, and any other areas as identified by NSWCCD.

**C.2.2** The Contractor shall support the preparation of GFI for development of the CDP. The Contractor shall assist in acquiring and evaluating the PARM system information, which shall include system versions, system descriptions and systems parametric data. The Contractor shall assist in the verification and validation that the PARM equipment to be integrated is in conformity with the GFI. The Contractor shall assist in the resolution of technical issues and GFI conflicts between shipyard and

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stakeholders; such as, PARMs, In-Service Engineering Agents (ISEAs), Life Cycle Managers, Naval Sea Systems Command, Planning Yards and Type Commanders.

**C.2.3** The Contractor shall review and provide recommended changes to test and certification plans to facilitate effective delivery of the ship by the shipbuilder.

**C.2.4** The Contractor shall develop drawing packages in the form of Contract Guidance Drawings (CGD). Drawing packages shall be in accordance MIL-STD-100 and with industry drawing standards ASME Y14.100M, and NSWCDD directed format. Drawings shall provide overall Warfare System Block Diagrams and Space Arrangements for selected Warfare System spaces. Drawings shall accurately reflect PARM installation control drawing packages utilizing Computer-Aided Drafting (CAD) software and provide for large scale printing/plotting electronic storage.

**C.2.5** The Contractor shall support NSWCDD for PARM quarterly and other technical reviews. This includes document preparation, administration, engineering reviews, technical reviews, analysis, and tracking of action items.

**C.2.6** The Contractor shall provide risk analysis, cost analysis, and benefit analysis to optimize the integration and installation of Aircraft Carrier Warfare System components based on "What if" scenarios and known schedules. The Contractor shall determine areas of technical risk and provide recommendations for resolution with trade off studies. The Contractor shall assist in the development and/or review of proposed Justification Cost Forms.

**C.2.7** The Contractor shall work with NSWCDD in defining electronic media, protocols and other necessary information to interface with NSWCDD's classified network or unclassified network to the appropriate Contractor's facilities including security classifications; such as, Non-Disclosure Information and Not For Release to Foreign Nationals. The Contractor shall maintain the necessary resources; such as, security controls, internet and intranet access, hardware, software, firmware, routers and bridges to support the seamless interface with NSWCDD's classified and/or unclassified network; such as, Navy Marine Corps Internet (NMCI) Continuity of Services Contract (CoSC).

**C.2.8** The Contractor shall evaluate and provide recommendations to resolve system level interface issues as they may impact ship design, integration, documentation, or guidance to the shipbuilder. The Contractor shall evaluate and provide recommendations to resolve configuration issues/deficiencies to minimize negative impacts to ship design and ship/system integration.

**C.2.9** The Contractor shall support technical reviews of Availability Work Packages (AWPs), Ship Installation Drawings, Ship Alteration Records, Ship Change Documents, specifications, inspection reports, shipbuilder proposals for ship integration and design, test preparation, and sea trials. The Contractor shall support reviews, support updates for completeness, provide technical inputs, and provide technical resolutions/recommendations for efforts such as, advanced planning tasks, early start work list, technical problems, actions items, and compartment listings.

**C.2.10** The Contractor shall support technical reviews, schedule reviews, and cost analysis of PARM design budget execution plans for technical adequacy and executability within the cost and schedule constraints of shipbuilder contracts. The Contractor shall assist in the technical reviews of shipbuilder's job scope/cost summaries and cost data sheets for technical content and compliance with applicable ship alteration records and contract technical requirements.

**C.2.11** The Contractor shall support, as part of the WSETT team, the identification and investigation of engineering leveraging opportunities across aircraft carrier classes to enable improved mission capability, commonality of configuration, and reduced total ownership cost for these ships. Work assignment and teaming arrangements in support of these initiatives will be defined, by the government with input from the contractor, based on how the knowledge, expertise and experience of the team members can best be applied.

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**C.2.12** The contractor shall create and maintain Software and Hardware Configuration matrices. The matrices shall contain current and future data on the Warfare System configuration. This effort will track ship configuration changes using NDE, the Afloat Master Planning System (AMPS) database, and analysis of Ship Maintenance Availability status reports.

**C.2.13** The Contractor shall support Risk Management in accordance with standard risk management processes of ISO 31000. The Contractor shall generate and maintain Risk Management reports that document risk status and resolution. The risks shall address critical risk areas of ship integration, threat, technology, design, manufacturing, logistics, schedule and cost.

**C.2.14** The Contractor shall establish a Warfare System Test, Evaluation & Certification (TE&C) plan. The Warfare System TE&C plan shall define the entrance and exit criteria, inspection, analysis and demonstration or test requirements necessary for Warfare System verification. Warfare System TE&C activities will also include the examination of PARM/System Provider test plans, configurations and test results from previously conducted test events and the submittal of changes necessary to evaluate component, sub-system or system performance requirements of the warfare system. The warfare system TE&C plan shall address simulation requirements and baseline configurations for both distributed shore-based and at-sea testing. The TE&C plan shall identify land-based facility requirements, focused on the use of existing facilities to aid in Warfare System development.

**C.2.15** The Contractor shall assist the government in Warfare System Safety and Certification efforts. Specifically, this support shall include aiding in the development of Warfare System safety concepts, trade studies, system safety requirements development, functional allocations, system definition, safety test definition and safety evaluations. Included will be the development of a plan of action and milestones for the specified effort that will define Safety and/or Certification requirements, resources required, definition of responsibilities by organization, expected products and when they shall be available, and the overall schedule of the effort. Upon acceptance of these plans, the contractor shall develop a mechanism to monitor and assess plan execution.

### **C.3 PROGRAM REVIEWS**

Program reviews and conferences shall be held at NSWCCD or at other facilities specified by the Government. Meetings to examine and/or resolve any issues, problem or concerns shall be scheduled at the direction of the Government. The Contractor shall support NSWCCD in these conferences, reviews or meetings. Such support will include scheduling, note taking, preparation of documents, agenda development, analysis, technical analysis, collection of data, tracking of action items, meeting facilities arrangements or meeting attendance and/or administrative support.

### **C.4 CONFIGURATION MANAGEMENT**

The Contractor shall support NSWCCD in the planning, implementation, and maintenance of configuration management for Aircraft Carrier Warfare Systems ship integration engineering. Maintain detailed status/logs and provide weekly reports of all engineering/ship design deliverables. Track and maintain design/engineering data relevant to the planning, review, and execution of tasking.

### **C.5 (Deleted)**

### **C.6 PROGRESS REPORTS**

The Contractor shall provide a monthly progress report electronically. This report shall reflect both prime and subcontractor data as appropriate. Distribution is included on Exhibit A, CDRL, Data Item 0001.

**C.6.1** While contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each progress report:

#### **C.6.1.1 Section I - Contract Progress Summary**

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- (a) Contract title, contract number, period of performance.
- (b) Contract Modifications - list modifications by number, include date issued and description.
- (c) Open Correspondence - include any correspondence that requires either Government or Contractor action.
- (d) Problem Areas/Comments – identify any existing problems or concerns and identify any problems or concerns, which have arisen since the last progress report.
- (e) Contract Data Deliveries - include title, CDRL number, contracted due date, date delivered (if completed), Government point of contact, Contractor point of contact and description of product.

**C.6.1.2 Section II - Contract Level Financial and Labor Reports General**

The Contractor shall provide the information necessary to completely support:

- (a) NSWCCD's CERS, reported on a monthly basis. Contractor shall enter actual funding and Level of Effort (LOE) expenditures into the CERS monthly.
- (b) Financial and labor projections by providing charts, graphs, and text necessary to define the planned future staffing, funding (planned, funded, contracted, actual, and incurred), and man-hours by category and by Work Area for the contractual year.

**C.6.1.3 Section III - Individual Work Area Progress Reports**

(a) Work Area (WA) Level Financial and Labor Reports General

(1) The Contractor shall provide Financial and Labor projections by providing charts, graphs, and text necessary to define the planned future staffing, funding, and man-hours by category and all of this associated by work area for the fiscal year.

(b) Technical Status

- (1) Progress
- (2) Problem Areas
- (3) Plans/Schedules
- (4) Status of Risks

(c) Delivery(s)

- (1) Warfare Area
- (2) CDRL
- (3) Delivery date
- (4) Description of Product delivered

(d) Travel for the period

- (1) Costs
- (2) Dates
- (3) Number of days
- (4) Name of traveler
- (5) Purpose
- (6) Destination
- (7) Mode of travel

**C.6.2 CONTRACT IN PROGRESS REVIEWS (IPR)**

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The contractor shall participate in both formal and informal IPRs of work being performed. Formal reviews are estimated to take place semi-annually but shall be scheduled as needed by the COR.

### **C.7 PLAN OF ACTIONS AND MILESTONES (POA&M) REQUIREMENTS**

The contractor shall develop a POA&M (CDRL 2) for each work area. The POA&M shall be provided electronically to the Contracting Officers Representative within twenty one (21) calendar days after Contract Award, Exercise of Option, Technical Instruction issuance, and/or Modifications to the Technical Instruction or the Contract which affect the Level of Effort or Dollar Ceilings. While contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M.

**C.7.1** For each POA&M the following information shall be provided:

- (a) Date POA&M prepared (and revision number if applicable)
- (b) Work Area (number and title)
- (c) Contract Number
- (d) POA&M Period Of Performance
- (e) Work Summary (a brief description of work supported within this work area for the ship effort)
- (f) Schedule Of Events Proposed/Planned (list title of reports to be delivered and due dates for each)
- (g) Estimated Manyears Required for the period of the work area (include labor category and manyears)
- (h) Direct labor category estimates broke into Key Personnel Labor Categories, Technical Support and Administrative Support
- (i) Subcontractors shall be identified
- (j) Travel/ODC – total estimated cost; by destination show: number of people, number of days & number of trips; list other applicable and allowable ODCs.
- (k) Contractor Interfaces/Points Of Contact (technical area):
  - (1) Task Manager (name and phone number)
  - (2) Others As Appropriate
- (l) Government Interfaces/POC:
  - (1) COR (name and code)
  - (2) TA (name and code)
- (m) Estimate Of Total Cost
- (n) Signatures (each POA&M must be signed by a contractor representative and have the signature block for signature by the COR and TA)

### **C.8 DATA DELIVERABLES**

The contractor shall develop and deliver items as described in the Contract Deliverable Requirement List (CDRL), Exhibit A. Several tasks described in the previous sections do not identify specific CDRLs, however it is expected that documented delivery of work products in support and execution of tasks shall be considered part of the execution of the tasks outlined.

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- A001 – Monthly Progress & Status Reports
- A002 – Plan of Action and Milestones (POA&M)
- A003 – Technical Reports / Memorandums, White Papers, Analysis, Reports
- A004 - Conference Minutes; Meeting / Trip Report
- A005 - Presentation Material
- A006 - Software Tools Listing
- A007 - Computer Hardware Listing
- A008 - Work Activities Log
- A009 - Action Item Report / Data Base
- A010 - Engineering Team Weekly Planning Schedule
- A011 - Quality Assurance Surveillance Plan Self Assessment

## **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.

## **SKILLS AND TRAINING**

The contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFAR 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the contractor. Training necessary to maintain professional certification is the responsibility of the contractor.

## **INFORMATION SECURITY AND COMPUTER SYSTEM USAGE**

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

## **TRAVEL REQUIREMENTS**

All travel under this order must be requested of, and authorized by, the TA (information copy to the - COR), in writing or by electronic mail, and must show the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this order. Specific Travel requirements shall be identified in the POA&Ms.



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## **TERMINATION OF EMPLOYEES WITH NSWCDL BASE ACCESS**

The Contractor shall ensure that all employees who have a NSWCDL badge and or vehicle sticker turn in the badge and remove the vehicle sticker immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCDL Physical Security of all changes in their personnel requiring NSWCDL base access.

For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCDL Physical Security in advance of the date, time, and location where the NSWCDL representative may physically remove the employee's vehicle sticker and retrieve the NSWCDL 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 NSWCDL Physical Security of the separation and make arrangements between the former employee and NSWCDL Physical Security for the return of the badge and removal of the sticker.

## **DIGITAL DELIVERY OF DATA**

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.

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.

## **NON-DISCLOSURE AGREEMENTS (NDAs)**

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

## **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 of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to

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programs supported by the contractor shall be the sole responsibility of the Government.

(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.

## **SHIPBOARD PROTOCOL**

(a) This task order will involve working onboard U.S. and/or foreign naval ships or vessels. As such, the Contractor is reminded of its responsibility to assure that shipboard protocol is stringently followed. Specifically, visit requests must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship or vessel; the Contractor is responsible for obtaining and maintaining specialized training (i.e., nuclear awareness, safety, quality control, etc.) and certification (i.e., SUBSAFE certification, etc.); personnel performing onboard U.S. Navy ships must have at least a SECRET security clearance; if not led by a government representative, the Contractor is responsible for briefing the ship/command upon arrival; and the Contractor is responsible for debriefing the ship/command upon departure to include the operational status of the equipment.

(b) The Contractor shall ensure its personnel adhere to these requirements when performing shipboard. Compliance shall be reported in the trip report, CDRL Requirement A004.

(1) All personnel working shipboard shall possess at least a SECRET security clearance.

(2) All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy, and procedures.

a. Alarms – actual or drill

b. Safety – hardhats, tagouts, safety shoes, goggles, etc. as applicable.

c. HAZMAT – bringing hazardous materials aboard, using hazardous materials, etc.

(3) The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

(4) The designated team lead shall, upon departure, debrief the Commanding Officer or his/her designated representative as to the success of the work performed.

## **HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)**

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel (s) required, and be permitted, within the plant and on the vessel(s) to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office

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space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

## **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 (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

## **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.

## **Ddi-C40 USE OF INFORMATION SYSTEM (IS) RESOURCES**

### **Contractor Provision of IS Resources**

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

### **Contractor Use of NSWCCD IS Resources**

In the event that the contractor is required to have access to NSWCCD 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 NSWCCD 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 NSWCCD 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 NSWCCD, such interconnection shall take place only after approval from the NSWCCD 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

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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 NSWCCD firewall.

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

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

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

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

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

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

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

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

As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than

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the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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

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

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standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 23 February 2011 in response to NAVSEA Solicitation N00024-11-R-3052.

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

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## SECTION D PACKAGING AND MARKING

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

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data shall be prepared for shipment in accordance with best commercial practice.

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

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor:

\_\_\_\_\_  
(Name of Individual Sponsor)

\_\_\_\_\_  
(Name of Requiring Activity)

\_\_\_\_\_  
(City and State)

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be performed by the COR at NSWCDD, Dahlgren, VA.

### **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 this Section.

(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.mil>

#### **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

##### **1. PURPOSE**

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

This Task Order provides for ship integration engineering services to support NSWCDD's role in the review and assessment of Aircraft Carrier shipbuilder warfare system products and to provide technical guidance and government furnished information (GFI) to the shipbuilder. 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. An additional surge option for each period is available. 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**

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.

The contractor's performance on this task order will be evaluated by the Government as described below. The first evaluation will cover the first nine-months of performance with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under this task order. For the first nine-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 nine/twelve-month periods, 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 30 days following the period being evaluated. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, the



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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 may not be exercised. As options are exercised, improved performance is required as demonstrated in Table 2.

#### **4. GOVERNMENT RESOURCES AND RESPONSIBILITIES**

The following definitions for Government resources are applicable to this plan:

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

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## 5. METHODS OF QA SURVEILLANCE

(a) **QASP** – 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 contract. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. This evaluation will be one determinant in exercising an option. 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, and the continuation of the order, 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.

## 7.0 SCHEDULE

The initial QASP evaluation will be finalized no later than the end of month eleventh of the Base Period. In order to accomplish this, the following schedule applies:

(a) Contractor Self-Assessment (written) due to the Contracting Officer and the COR no later than the end of month ten of the period of performance. Failure of the contractor to make a timely delivery will be viewed as the contractor's overall inability to comply with task order schedules.

(b) COR Written Assessment due to the Contracting Officer no later than the third week of month eleven of the period of performance.

(c) The Contracting Officer will review inputs from the COR and the Contractor and determine the overall assessment level for the period before the end of month eleven. If the overall assessment level or any part of the QASP conflicts between the Government and the Contractor, the Contracting Officer may hold a meeting with the COR and the Contractor.

## 8. 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., In Progress Reviews (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.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(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.

(3) The following table details how incentives shall apply to performance under this order.

TABLE 2 – INCENTIVE OBJECTIVES			
Assessment Period	Acceptable Performance Definition	How Measured	Incentives
Base Period	Summary Performance Rating of "Satisfactory".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 9 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 Option 1.
Option 1	Summary Performance Rating of "Satisfactory".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 2. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 2.

TABLE 2 – INCENTIVE OBJECTIVES			
Assessment Period	Acceptable Performance Definition	How Measured	Incentives
Option 2	Summary Performance Rating of at least "Satisfactory". One or more measurements rated as "Excellent".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 3. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 3.
Option 3	Summary Performance rating of at least "Satisfactory". Two or more measurements rated as "Excellent".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 4. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 4.
Option 4	Summary Performance rating of at least "Satisfactory". Two or more measurements rated as "Excellent".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	Final CPARS ratings.

(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, 4, 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, 4, 5, and 6 must score a minimum of "Satisfactory" to receive an 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 TPOC will be assigned to the contract or task order in addition to a COR.

(e) Other Evaluations

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.

## 9.0 QASP OBJECTIVES, STANDARDS, AND AQLs

The following tables set forth performance objectives, standards, Acceptable Quality Levels (AQLs) and typical monitoring methods to be utilized in the administration of this Task Order.

TABLE 3: TASK ORDER 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.
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.
Invoicing	Invoices are generally late and/or contain errors. Differences between	Invoices are timely (no more than four weeks after the end date of the period	Invoices are timely (no more than three weeks after end date of period being invoiced)

	invoiced amounts and progress report expenditure are unexplained. Contractor does not respond to government questions in a timely manner.	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.	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. .
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TABLE 4: TASK ORDER TECHNICAL PERFORMANCE EVALUATION TABLE

Work Area:	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	QASP Monitoring Method
<b>C.2.1 Contract Data Package (CDP) Review</b>	Provide review of CDPs including recommendations to reduce weight and/or reduce cost, identify risks and their mitigation, and other areas as identified.	Documents are technically accurate and grammatically acceptable. Documents and revisions are delivered IAW agreed upon schedules.	Technical documentation, reports and analysis shall not exceed two product review cycles with the government and are at least 95% complete and delivered on planned due dates and are clear and concise.	Government oversight of review, comment, approval process, and timeliness.
<b>C.2.2 Government Furnished Information (GFI) development</b>	Support preparation of GFI for CDP development. Assist in acquiring and evaluating PARM system information and resolution of technical issues and GFI conflicts	Documents are technically accurate and grammatically acceptable. Documents and revisions are delivered IAW agreed upon schedules.	Technical documentation, reports and analysis shall not exceed two product review cycles with the government and are at least 95% complete and delivered on planned due dates and are clear and concise.	Government oversight of review, comment, approval process, and timeliness.
<b>C.2.3 Test and Certification Plan review</b>	Review and provide recommended changes to test and certification plans for effective ship delivery.	Documents are technically accurate and grammatically acceptable. Documents and revisions are delivered IAW agreed upon schedules.	Technical data reports and analysis shall not exceed two product review cycles with the government and are at least 95% complete and delivered on planned due dates and are clear and concise.	Government oversight of review, comment, approval process, and timeliness.

<b>C.2.4 Contract Guidance Drawings (CGD) development</b>	CGD Package development in accordance with PWS. Provide Warfare System (WS) Block Diagrams and Space Arrangements. Drawings accurately reflect PARM installation control drawing packages.	Documents are technically accurate and grammatically acceptable. Documents and revisions are delivered IAW agreed upon schedules. Drawings shall be in Computer-Aided Drafting (CAD) electronic format.	Technical data reports and analysis shall not exceed two product review cycles with the government and are at least 95% complete and delivered on planned due dates and are clear and concise.	Government oversight of review, comment, approval process, and timeliness.
<b>C.2.5 Support PARM Reviews</b>	Support PARM quarterly and other technical reviews as described in PWS.	Attend and participate in technical support reviews and meetings. Support government customer at such meetings.	Attend and participate in 90% of scheduled meetings. Provide written notes/trip reports to include pertinent discussion topics and/or action items.	Government review of written notes and/or trip reports.
<b>C.2.6 Provide Analyses</b>	Conduct risk, cost, and benefits analyses to optimize the integration and installation of WS components	Provide analysis and develop recommendations with trade off assessments. Assist in development and review of proposed Justification Cost Forms. Documents and revisions are delivered IAW agreed upon schedules.	Technical documentation, reports and analysis shall not exceed two product review cycles with the government and are at least 95% complete and are delivered on planned due dates are clear and concise.	Government oversight of review, comment, approval process, and timeliness.
<b>C.2.7 Electronic Data Interface</b>	Work with NSWCCD to define information interfaces to NSWCCD networks and maintain necessary resources to enable seamless interface.	Ensure processes, formats, and infrastructure to enable seamless interface with NSWCCD's networks per PWS.	Information interfaces are effective and efficient in the execution of the PWS 95% of the time.	Government oversight and review of information management processes and execution
<b>C.2.8 System Interface Evaluation</b>	Evaluate and provide recommendations to resolve any system level	Documents are technically accurate and grammatically acceptable. Documents and	Technical data reports and analysis shall not exceed two product review cycles shall not exceed two	Government oversight of review, comment, approval process,

	interface and/or configuration issues.	revisions are delivered IAW agreed upon schedules.	product review cycles with the government and are at least 95% complete and delivered on planned due dates are are clear and concise.	and timeliness.
<b>C.2.9 Ship change documentation technical reviews</b>	Support technical reviews of Availability Work Packages (AWPs), Ship Installation Drawings, Ship Alteration Records, Ship Change Documents, specs, inspection reports and shipbuilder proposals per PWS.	Documents are technically accurate and grammatically acceptable. Documents and revisions are delivered IAW agreed upon schedules.	Technical documentation, reports and analysis shall not exceed two product review cycles with the government and are at least 95% complete and delivered on planned due dates are are clear and concise.	Government oversight of review, comment, approval process, and timeliness.
<b>C.2.10 PARM Design Budget Execution Plans Review</b>	Support technical, schedule, and cost review of PARM design execution plans for adequacy and executability. Support the technical reviews of shipbuilder's job scope/cost summaries and cost data sheets for technical content and compliance.	Documents are technically accurate and grammatically acceptable. Documents and revisions are delivered IAW agreed upon schedules.	Technical documentation, reports and analysis shall not exceed two product review cycles with the government and are at least 95% complete and delivered on planned due dates are are clear and concise.	Government oversight of review, comment, approval process, and timeliness.
<b>C.2.11 Engineering Leverage Opportunities</b>	Identify and investigate engineering leveraging opportunities across aircraft carrier classes	Provide recommendations and facilitate initiation of government agreed to initiatives.	Work assignment and teaming arrangements are defined and implemented with successful results.	Government review and acceptance of process recommendations.
<b>C.2.12 Software and Hardware Configurations</b>	Create and maintain software and hardware configuration	Documents are technically accurate and grammatically acceptable.	Technical documentation, reports and analysis shall not exceed two	Government oversight of review, comment,



<b>matrices</b>	matrices for tracking configuration changes of aircraft carrier warfare system configurations	Documents and revisions are delivered IAW agreed upon schedules.	product review cycles with the government and are at least 95% complete and delivered on planned due dates and are clear and concise.	approval process, and timeliness.
<b>C.2.13 Risk Management</b>	Support risk management in accordance with standard risk management processes. Generate and maintain reports that document risk status, mitigation plans, and resolution.	Documents are technically accurate and grammatically acceptable. Documents and revisions are delivered IAW agreed upon schedules.	Technical documentation, reports and analysis shall not exceed two product review cycles with the government and are at least 95% complete and delivered on planned due dates and are clear and concise.	Government oversight of review, comment, approval process, and timeliness.
<b>C.2.14 Test, Evaluation, and Certification (TE&amp;C) Plan</b>	Establish a WS TE&C Plan per PWS defining entrance and exit criteria, inspection, analysis, and demonstration or test requirements necessary for WS verification. Examine PARM/system provider plans for incorporation into WS level plan.	Documents are technically accurate and grammatically acceptable. Documents and revisions are delivered IAW agreed upon schedules.	Technical documentation, reports and analysis shall not exceed two product review cycles with the government and are at least 95% complete and delivered on planned due dates are are clear and concise.	Government oversight of review, comment, approval process, and timeliness.
<b>C.2.15 WS Safety and Certification Support</b>	Assist in development of concepts, trade studies, requirements, functional allocations, system definition, safety test definitions and evaluations.	Provide plan of actions and milestones (POA&Ms), and supporting documents which are technically accurate and grammatically acceptable. Documents and revisions are delivered IAW agreed upon schedules.	Technical documentation, reports and analysis shall not exceed two product review cycles with the government and are at least 95% complete and delivered on planned due dates and are clear and concise.	Government oversight of review, comment, approval process, and timeliness.

<b>Work Area:</b>	<b>Performance</b>	<b>Performance Standard</b>	<b>Acceptable Quality</b>	<b>QASP</b>
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	Objective		Level (AQL)	Monitoring Method
<b>C.3 Program Reviews</b>	Participate in technical support meetings.	Attend and participate in technical support reviews and meetings. Support government customer at such meetings.	Attend and participate in 90% of scheduled meetings. Provide written notes/trip reports to include pertinent discussion topics and/or action items.	Government review of written notes and/or trip reports.

Work Area:	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	QASP Monitoring Method
<b>C.4. Configuration Management</b>	Support planning, implementation, and maintenance of configuration management for aircraft carrier WS ship integration engineering.	Ensure documents, status logs, and weekly reports are technically accurate and grammatically acceptable. Data maintained supporting design/engineering tasking is current and accurate. Documents and revisions are delivered IAW agreed upon schedules.	Technical documentation, reports and analysis shall not exceed two product review cycles with the government and at are least 95% complete and delivered on planned due dates and are clear and concise.	Government oversight of review, comment, approval process, and timeliness.

Work Area:	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	QASP Monitoring Method
<b>C.5. Contractor Expense Reporting System (CERS)</b>	Provide input into NSWCCD CERS tool.	Input expenses, consisting of labor and "Other" expenses (i.e., travel, sub-contracts, and any other direct expenses) by invoice, in addition to an estimate of funded work performed.	Data should be 95% accurate and should meet planned due dates 95% of the time	Government review of CERS input.

	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	QASP Monitoring Method

<b>Work Area:</b>				
<b>C.6. Progress Reports</b>	Provide a monthly progress report electronically reflecting prime and sub-contractor data, broken down by work area per PWS.	Documents are technically accurate and grammatically acceptable. Documents and revisions are delivered IAW agreed upon schedules.	Report is delivered in accordance with schedule, is technically accurate, and financially sound.	Government oversight of review, comment, approval process, and timeliness.

<b>Work Area:</b>	<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level (AQL)</b>	<b>QASP Monitoring Method</b>
<b>C.7. Plan of Actions and Milestones (POA&amp;M) Requirements</b>	Develop a POA&M for each work area in accordance with guidance in PWS section C.7.	Report is delivered within 21 calendar days from contract award, exercise of option, technical instruction (TI) issuance, and/or modifications to TI or contract which affect the level of effort or document ceilings .	Report is delivered in accordance with contract action(s), is technically accurate, and financially sound.	Government oversight of review, comment, approval process, and timeliness.

<b>Work Area:</b>	<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level (AQL)</b>	<b>QASP Monitoring Method</b>
<b>C.8. Data Deliverables</b>	Develop and deliver items described in Contract deliverable Requirement List (CDRL), as identified in PWS section C.8.	Documents are technically accurate and grammatically acceptable. Documents and revisions are delivered IAW agreed upon schedules.	Report is delivered in accordance with schedule, is technically accurate, and financially sound.	Government oversight of review, comment, approval process, and timeliness.

TABLE 5: CONTRACT MANAGEMENT PERFORMANCE EVALUATION SUMMARY

CRITERIA	UNSATISFACTORY	SATISFACTORY	EXCELLENT
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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**

CRITERIA	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.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	6/1/2011 - 5/31/2012
4100	6/1/2012 - 5/31/2013
4200	6/1/2013 - 5/31/2014
4300	6/1/2014 - 5/31/2015
4400	6/1/2015 - 5/31/2016
6000	6/1/2011 - 5/31/2012
6100	6/1/2012 - 5/31/2013
6200	6/1/2013 - 5/31/2014
6300	6/1/2014 - 5/31/2015
7400AA	6/1/2015 - 5/31/2016
7400AB	6/1/2015 - 5/31/2016
7400AC	6/1/2015 - 5/31/2016
7400AD	6/1/2015 - 5/31/2016
7400AE	6/1/2015 - 5/31/2016
7400AF	6/1/2015 - 5/31/2016
7400AG	2/24/2016 - 5/31/2016
7400AH	3/15/2016 - 5/31/2016
7400AJ	2/24/2016 - 5/31/2016
7400AK	3/15/2016 - 5/31/2016
9400AA	6/1/2015 - 5/31/2016
9400AB	6/1/2015 - 5/31/2016
9400AC	6/1/2015 - 5/31/2016
9400AH	3/15/2016 - 5/31/2016
9400AJ	3/15/2016 - 5/31/2016

## CLIN - DELIVERIES OR PERFORMANCE

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

4000	6/1/2011 - 5/31/2012
4100	6/1/2012 - 5/31/2013
4200	6/1/2013 - 5/31/2014
4300	6/1/2014 - 5/31/2015
4400	6/1/2015 - 5/31/2016
6000	6/1/2011 - 5/31/2012
6100	6/1/2012 - 5/31/2013
6200	6/1/2013 - 5/31/2014
6300	6/1/2014 - 5/31/2015

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7400AA	6/1/2015 - 5/31/2016
7400AB	6/1/2015 - 5/31/2016
7400AC	6/1/2015 - 5/31/2016
7400AD	6/1/2015 - 5/31/2016
7400AE	6/1/2015 - 5/31/2016
7400AF	6/1/2015 - 5/31/2016
7400AG	2/24/2016 - 5/31/2016
7400AH	3/15/2016 - 5/31/2016
7400AJ	2/24/2016 - 5/31/2016
7400AK	3/15/2016 - 5/31/2016
9400AA	6/1/2015 - 5/31/2016
9400AB	6/1/2015 - 5/31/2016
9400AC	6/1/2015 - 5/31/2016
9400AH	3/15/2016 - 5/31/2016
9400AJ	3/15/2016 - 5/31/2016

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

4010	6/1/2011 - 5/31/2012
4110	6/1/2012 - 5/31/2013
4210	6/1/2013 - 5/31/2014
4310	6/1/2014 - 5/31/2015
4410	6/1/2015 - 5/31/2016
6010	6/1/2011 - 5/31/2012
6110	6/1/2012 - 5/31/2013
6210	6/1/2013 - 5/31/2014
6310	6/1/2014 - 5/31/2015
6400	6/1/2015 - 5/31/2016
6410	6/1/2015 - 5/31/2016

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## **SECTION G CONTRACT ADMINISTRATION DATA**

### SECTION G CONTRACT ADMINISTRATION 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**

In an effort to utilize funds prior to cancellation and to ensure that funds are expensed in accordance with expenditure benchmarks for the multiple programs funding the Task Order effort, the contractor shall coordinate invoicing of funds with the COR/ACOR, and the Paying Office shall disburse funds in accordance with the contractor's invoice .

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

Procuring Contracting Officer (PCO):

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

Contract Specialist:

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

Administrative Contracting Officer (ACO)

(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.

Contracting Officers Representative (COR):

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

Alternate Contracting Officers Representative (ACOR):

(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







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Type of Document(s) (*contracting officer check all that apply*)

	Invoice (FFP Supply & Service)
	Invoice and Receiving Report Combo (FFP Supply)
	Invoice as 2-in-1 (FFP Service Only)
X	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
	Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

N00178	Issue DODAAC
S5111A	Admin DODAAC
HQ0338	Pay Office DODAAC
n/a	Inspector DODAAC
n/a	Service Acceptor DODAAC
N00178	Service Approver DODAAC
N00178	Ship To DODAAC
HAA630	DCAA Auditor DODAAC
N00178	LPO DODAAC
Destination	Inspection Location
Destination	Acceptance Location

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

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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.

Send Additional Email Notification To:

(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 William Deyo at (540) 653-4705 or William.deyo.ctr@navy.mil.

### **Added: MOD 30**

#### **PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

In accordance with (DFARS) PGI 204.7108 "Line Item Specific: single funding (d)(1) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS the following payment instructions apply to this task order: Per DFARS 252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

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

#### **Deleted MOD 30: In accordance with (DFARS) PGI 204.7108 "Other"(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

### **CONSENT TO SUBCONTRACT**

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

The following subcontractors are approved on this Task Order:

#### **TRAVEL COSTS - ALTERNATE 1 (NAVSEA)(DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel cost 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 included 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.

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(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 the relocation.

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

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

#### **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.

(e) Travel is the ONLY allowable direct charge for the prime and all subcontractors. All additional Other Direct Cost (ODC) items are unallowable as a direct charge to this Task Order without express advance approval by the Contracting Officer.

(f) Management and Support Labor may be direct charged by MFC-TS and LMIS.

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met for an offeror to be considered eligible for award, and maintained throughout the life of the contract.

**Requirement 1 - Facility Security Clearance:** The Contractor's primary facility for supporting this effort must be cleared at SECRET level for both processing and storage/safeguarding.

**Requirement 2 - Personnel Security Clearance:** All technical personnel\* must have a security clearance of SECRET or higher. Interim clearances are acceptable.

**Requirement 3 - Facility Location:** Work will be performed primarily at the Contractor's facility, which shall be within a 60-minute commute of NSWCDD in Dahlgren, VA. A minimum of 50% of all technical personnel's\* work location shall be located within a 60-minute drive of Dahlgren, VA.

\* Technical Personnel is defined as personnel providing direct technical support; this excludes general administrative personnel. The technical personnel for this requirement includes the individuals performing in the Key Personnel and Non-Key Personnel labor categories.

### KEY LABOR CATEGORY DESIRED QUALIFICATION REQUIREMENTS

To perform the requirements of the PWS, the Government DESIRES Key Personnel with the appropriate experience and professional development qualifications. Key Personnel qualification levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled Ddl-H11 CHANGES IN KEY PERSONNEL in this Section H. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

#### (a) Experience Definitions:

The desired experience for each Key Labor Category should be directly related to the tasks and programs listed in the PWS. The following definitions apply:

(1) General Warfare System Ship Integration Engineering Experience - General warfare system engineering experience refers to prior participation in tactical warfare systems ship integration engineering. Tactical warfare systems includes the sensors, weapons, command and control, communications, mission planning, intelligence, force planning, aviation, and support systems for prosecuting the full spectrum of activities required in multi-warfare environments. Ship integration engineering includes review of ship engineering change proposals, development and review of ship drawings, HVAC analysis, power requirements analysis, development/review of space arrangement drawings, development/review of ship alterations, development/review of contract data package, analysis of topside arrangements, and warfare system tabulations.

(2) Carrier Warfare System Ship Integration Engineering Experience - Carrier warfare system engineering refers to prior ship integration engineering experience with the Aircraft Carrier warfare system. The Aircraft Carrier warfare system is considered to be all the tactical electronic systems on an Aircraft Carrier. Prior ship integration engineering experience shall include one or more of the following: engineering to integrate the Carrier warfare system into the ship design, ship spaces, or ship building

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process; Carrier ship alteration process engineering; Carrier contract data package engineering, Carrier ECP process engineering, system analysis and engineering to investigate the impact of Carrier warfare system improvements on ship design; installation and ship check-out of Carrier warfare systems; review of Carrier shipbuilder products; and ship specification development and upgrades.

(b) **Professional Development** – Professional development includes honors, degrees, publications, professional licenses and certifications, and similar evidence of professional accomplishments that directly impact the offeror's ability to perform the contract. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(c) **Accumulation of Qualifying Experience** – Categories of experience may be accumulated concurrently.

## **KEY PERSONNEL DESIRED QUALIFICATIONS BY LABOR CATEGORY/ RESUMES REQUIRED**

### **PROGRAM MANAGER:**

Six (6) years project management experience for a shipbuilding program or a major tactical system employing embedded computer technology. The individual must have been responsible for directing a multi-disciplined team of technical personnel to produce a system or product within cost, schedule, and performance constraints.

Plus an additional Six (6) years of general experience as defined in the "General Warfare System Ship Integration Engineering Experience" above including at least two (2) years of specific experience as defined in the "Carrier Warfare System Ship Integration Engineering Experience" above.

### **SENIOR ENGINEER:**

Eighteen (18) years of general experience as defined in the "General Warfare System Ship Integration Engineering Experience" above including at least three (3) years of specific experience as defined in the "Carrier Warfare System Ship Integration Engineering Experience" above.

## **NON-KEY PERSONNEL DESIRED QUALIFICATIONS**

### **ENGINEER:**

Twelve (12) years of general experience as defined in the "General Warfare System Ship Integration Engineering Experience" above including at least two (2) years of specific experience as defined in the "Carrier Warfare System Ship Integration Engineering Experience" above.

### **ASSOCIATE ENGINEER:**

Four (4) years of general experience as defined in the "General Warfare System Ship Integration Engineering Experience" above including at least one (1) year of specific experience as defined in the "Carrier Warfare System Ship Integration Engineering Experience" above.

### **TECHNICAL SUPPORT:**

The individual must have experience in database entry, maintenance support operations, configuration control, and at least one year of experience as a Computer Aided Drafting (CAD) operator.

## **Ddl-H11 CHANGES IN KEY PERSONNEL**

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(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) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions 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 fifteen (15) days, or thirty (30) 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;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution ; and
- (5) 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.

(c) The Contracting Officer shall also receive written notification if no substitution is being requested. This notification shall include (1) the name of the initial person proposed; and (2) the reasons why the individual is not being made available to perform under the task order to the extent proposed.

(d) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(e) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

(f) Requests for post award approval of replacement key personnel should be submitted via email. Email submissions shall be made simultaneously to the Contract Specialist, the Task Order Manager (TOM) and the Technical Assistant (TA). Electronic notification via email from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

### **Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail.

### **Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS**

All resumes submitted under this contract shall include, at a minimum, the following information:

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(a) COMPLETE NAME

(b) CONTRACT LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total man-year the amount of time the individual shall be dedicated to the resultant contract. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) CHRONOLOGICAL WORK HISTORY/EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail prescribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to rejection of the resume.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) 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 the contract. The following format is preferred:

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

(k) CERTIFICATION -- A certification of correctness of information, signed and dated by both the person named and the contractor, scanned in PDF format, and forwarded electronically to the Government. The employee certification shall include the following statement: CERTIFICATION: "I certify that the professional development and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Order N00024- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

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Employee Signature and Date

Contractor Signature and Date

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

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.

## **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.

### **SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (TI) (APR 1999)**

(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 PWS.

(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) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the order or





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status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately

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:

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20), 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



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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 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.

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## SECTION I CONTRACT CLAUSES

### CLAUSE 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 TASK ORDER (MAR 2000)(NAVSEA VARIATION) (MAR 2000)**

(a) The Government may extend the term of this task order by written notice(s) to the Contractor within the periods specified below; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the task order expires. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<u>CLINS/PURPOSE</u>	<u>LATEST OPTION EXERCISE DATE</u>
4010 Base Period Labor Surge Option	5/31/2012
6010 Base Period ODC Surge Option	5/31/2012
4100 Option 1 Labor	5/31/2012
4110 Option 1 Labor Surge Option	5/31/2013
6100 Option 1 ODC	5/31/2012
6110 Option 1 ODC Surge Option	5/31/2013
4200 Option 2 Labor	5/31/2013
4210 Option 2 Labor Surge Option	5/31/2014
6200 Option 2 ODC	5/31/2013
6210 Option 2 ODC Surge Option	5/31/2014
4300 Option 3 Labor	5/31/2014
4310 Option 3 Labor Surge Option	5/31/2015
6300 Option 3 ODC	5/31/2014
6310 Option 3 ODC Surge Option	5/31/2015
4400 Option 4 Labor	5/31/2015
4410 Option 4 Labor Surge Option	5/31/2016
6400 Option 4 ODC	5/31/2015
6410 Option 4 ODC Surge Option	5/31/2016

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

(c) The total duration of this task order, 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

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"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(f)(1)(vii) of the SeaPort-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

- (1) Impact on subcontracting goals, and
- (2) Impact on providing the support at the contracted value.

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - Contract Data Requirements List (CDRL) Spreadsheet

Attachment J.1 - Contract Security Classification Specification (DD 254) Rev 4

Attachment J.2 - (Deleted)

Attachment J.3 - (Deleted)

Attachment J.4 - COR Appointment Letter (Mod 11)

Attachment J.5 - OCI Mitigation Plan

Attachment J.6 - (Deleted) (Mod 11)