

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NUMBER P00008		3. EFFECTIVE DATE 04/07/2020		4. REQUISITION/PURCHASE REQUISITION NUMBER Various		5. PROJECT NUMBER (If applicable) N/A	
6. ISSUED BY NAVAL SURFACE WARFARE CENTER PHILA NSWCPD Philadelphia, PA 19112-1403		CODE N64498		7. ADMINISTERED BY (If other than Item 6) SCD		CODE C	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) Delphinus Engineering, Inc. 1510 Chester Pike, Suite 380 Eddystone, Pennsylvania 19022				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER			
				<input type="checkbox"/> 9B. DATED (SEE ITEM 11)			
				<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-04-D-4033/N6449819F3005			
				<input type="checkbox"/> 10B. DATED (SEE ITEM 13) 07/22/2019			
CODE 08LQ0		FACILITY CODE 884473398					

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR 43.103(a) Mutual agreement of parties and FAR 52.232.22 Limitation of Funds
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Karen Shoop		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly Falls , Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Karen Shoop <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 04/08/2020	16B. UNITED STATES OF AMERICA /s/Kelly Falls <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 04/08/2020

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Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Engineering and Technical Services in accordance with the Statement of Work in Section C. Base Period is from date of award through 12 months thereafter. (Fund Type - TBD)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7001		Labor, TI-001					
7001AA	R425	Incremental funding in support of CLIN 7001, TI-001 10 USC 2410(a) Authority is hereby invoked, funding is available for one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7001AB	R425	Incremental funding for labor in support of CLIN 7001, TI 001 Rev 01. 10 U.S.C. 2410(a) Authority is hereby invoked. Funding is available for one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7002		Labor, TI-002					
7002AA	R425	Incremental funding in support of CLIN 7002, TI-002 10 USC 2410(a) Authority is hereby invoked, funding is available one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7002AB	R425	Incremental funding in support of CLIN 7002, TI 2 Rev 001. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7003		Labor, TI-003					
7003AA	R425	Incremental funding in support of CLIN 7003, TI-003 10 USC 2410(a) Authority is hereby invoked, funding is available one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7003AB	R425	Incremental funding in support of CLIN 7003, TI-003, Rev 01. 10 USC 2410(a) Authority is hereby invoked (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7003AC	R425	Incremental Labor funds for TI 003 Rev 02 in the amount of \$XXXX.XX. (SCN)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7003AD	R425	Incremental labor funds in support of TI 003 Rev 03 (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7003AE	R425	Incremental funding for labor in support of CLIN 7003, TI 003 Rev 4. 10 U.S.C. 2410(a) Authority is hereby invoked. Funding is available for one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7004		Labor, TI-004					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7004AA	R425	Incremental funding in support of CLIN 7004, TI-004 10 USC 2410(a) Authority is hereby invoked, funding is available one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7004AB	R425	Incremental funding in support of CLIN 7004, TI-004, Rev 01. 10 USC 2410(a) Authority is hereby invoked (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7004AC	R425	Incremental funding in support of CLIN 7004, TI-004, Rev 01. 10 USC 2410(a) Authority is hereby invoked (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7004AD	R425	Incremental funding in support of CLIN 7004, TI-004 Rev 2. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7005		Labor, TI-005					
7005AA	R425	Incremental funding in support of CLIN 7005, TI-005 10 USC 2410(a) Authority is hereby invoked, funding is available one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7005AB	R425	Incremental funding in support of CLIN 7005, TI 05 Rev 001. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7005AC	R425	Incremental funding in support of CLIN 7005, TI 05 Rev 001. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7005AD	R425	Incremental labor funds for TI 005 Rev 03 in the amount of \$XXXX.XX. (OPN)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7005AE	R425	Incremental funding for labor in support of CLIN 7005, TI 005 Rev 04. 10 U.S.C. 2410(a) is hereby invoked. Funding is available for one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7006		Labor, TI-006					
7006AA	R425	Incremental funding in support of CLIN 7006, TI-006. (OPN)	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7200	R425	Engineering and Technical Services in accordance with the Statement of Work in Section C. Option One Period is from 13 months after date of award through 24 months thereafter. (Fund Type - TBD) Option	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7400	R425	Engineering and Technical Services in accordance with the Statement of Work in Section C. Option Two Period is from 25 months after date of award through 36 months thereafter. (Fund Type - TBD) Option	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7600	R425	Engineering and Technical Services in accordance with the Statement of Work in Section C. Option Three Period is from 37 months after date of award through 48 months thereafter. (Fund Type - TBD) Option	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7800	R425	Engineering and Technical Services in accordance with the Statement of Work in Section C. Option Four Period is from 49 months after date of award through 60 months thereafter. (Fund Type - TBD) Option	1.00	Lot	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX

ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Costs in Support of CLIN 7000. Not To Exceed (NTE). Base Period is from date of award through 12 months thereafter. (O&MN,N)	1.00	Lot	\$XXXX.XX
9001		ODCs, TI-001			
9001AA	R425	Incremental Funding in support of CLIN 9001, TI-001 10 USC 2410(a) Authority is hereby invoked, funding is available for one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX
9002		ODCs, TI-003			
9002AA	R425	Incremental Funding in support of CLIN 9002, TI-003 10 USC 2410(a) Authority is hereby invoked, funding is available for one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX
9002AB	R425	Incremental Funding in support of CLIN 9002, TI-003, Rev 01 10 USC 2410(a) Authority is hereby invoked (O&MN,N)	1.00	Lot	\$XXXX.XX
9003		ODCs, TI-004			
9003AA	R425	Incremental Funding in support of CLIN 9003, TI-004 10 USC 2410(a) Authority is hereby invoked, funding is available for one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX
9003AB	R425	Incremental Funding in support of CLIN 9003, TI-004, Rev 01 10 USC 2410(a) Authority is hereby invoked (O&MN,N)	1.00	Lot	\$XXXX.XX
9003AC	R425	Incremental funding in support of CLIN 9003, TI 04 Rev 02. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)	1.00	Lot	\$XXXX.XX
9004		ODCs, TI-005			
9004AA	R425	Incremental Funding in support of CLIN 9003, TI-005 10 USC 2410(a) Authority is hereby invoked, funding is available for one year from the date of obligation. (O&MN,N)	1.00	Lot	\$XXXX.XX
9004AB	R425	Incremental funding in support of CLIN 9004, TI 05 Rev 001. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)	1.00	Lot	\$XXXX.XX
9005					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9200	R425	Other Direct Costs in Support of CLIN 7200. Not To Exceed (NTE). Option One Period is from 13 months after date of award through 24 months thereafter. (Fund Type - TBD) Option	1.00	Lot	\$XXXX.XX
9400	R425	Other Direct Costs in Support of CLIN 7400. Not To Exceed (NTE). Option One Period is from 25 months after date of award through 36 months thereafter. (Fund Type - TBD) Option	1.00	Lot	\$XXXX.XX
9600	R425	Other Direct Costs in Support of CLIN 7600. Not To Exceed (NTE). Option One Period is from 37 months after date of award through 48 months thereafter. (Fund Type - TBD) Option	1.00	Lot	\$XXXX.XX
9800	R425	Other Direct Costs in Support of CLIN 7800. Not To Exceed (NTE). Option One Period is from 49 months after date of award through 60 months thereafter. (Fund Type - TBD) Option	1.00	Lot	\$XXXX.XX

LEVEL OF EFFORT:

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of XXX,XXX man-hours of direct labor. Work will be split between Government and Contractor sites.

The level of effort for the performance of the resultant task order is based on the following labor categories and hours **per year**:

<u>Title (Key Personnel)</u>	Site	Hours	OT HRs
MANAGER, PROGRAM/PROJECT II (MANP2)*	Contractor		
COMPUTER PROGRAMMER IV (14074)*	Government		
COMPUTER PROGRAMMER IV (14074)*	Government		
ENGINEER, SYSTEMS III (ESY3)*	Government		
FULLY QUALIFIED NAVY VALIDATOR II (FQNV2)*	Government		
INFORMATION SYSTEM SECURITY MANAGER II (ISSM2)*	Government		
SPECIALIST, INFORMATION ASSURANCE COMPLIANCE II (SIAC2)*	Government		
<u>Title (Non-Key Personnel)</u>			

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ACQUISITION MANAGEMENT SUPPORT II (AMS2)	Government		
ENGINEER, COMPUTER II (EC2)	Government		
ENGINEER, COMPUTER II (EC2)	Government		
ENGINEER, COMPUTER II (EC2)	Government		
ENGINEER, SYSTEMS II (ESY2)	Government		
OPERATIONS SUPPORT II (OS2)	Government		
SYSTEMS, ADMINISTRATOR II (SA2)	Government		
ADMINISTRATIVE ASSISTANT (01020)	Contractor		

* denotes key personnel employee

See C-237-W001 and C-237-H001 in Section C for a description of man-hour expenditure reporting requirements via the NSWCPD Electronic Cost Reporting and Financial Tracking System (eCRAFT).

CLIN/SLIN STRUCTURE

For proposal purposes, the CLINS 7000 (Services) and 9000 (Other Direct Costs) will represent the parent CLINs for the resultant order. For administrative purposes, ceiling amounts under the parent CLINs will be subsequently re-allocated to new CLINs associated with various technical instructions issued and/or appropriation types.

In accordance with DFARS 252.239-7001 "Information Assurance Contractor Training and Certification", contractors are required to provide proper and current certifications for the purposes of performing the information assurance functions identified in the task order. Copies of the certificate shall be submitted to the Contract Specialist, Alicia McPeters (Alicia.McPeters@navy.mil) and to the Information Assurance Workforce Program Manager, Kate Hogarth (kate.hogarth@navy.mil) within 5 days after contract award. Failure to comply will result in denied access to DoD information systems.

The Service Contract Act is not applicable to this task order because all or substantially all of the employees who will perform the required effort are considered bona fide executive, administrative or professional workers under the Fair Labor Standards Act, based on their salary and the nature of their job duties.

B-216-H006 FEE TABLE (NAVSEA) (MAR 2019)

Labor CLIN	Labor Hours	Cost Per Hour*	Fee Rate Per Hour*	Loaded Hourly Rate
7000		\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7200		\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7400		\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7600		\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
7800		\$XXXX.XX	\$XXXX.XX	\$XXXX.XX

In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

B-232-H006 LIMITATION OF COST OR LIMITATION OF FUNDS CLARIFICATION (NAVSEA) (OCT 2018)

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of Text)

B-215-H001 MAXIMUM RATES

(a) Maximum Pass Through Rates – Applicable to all Task Orders Types. The pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

- (1) any and all prime contractor indirect costs including, but not limited to: overhead, material handling charges, G&A, burdens and mark-ups; and
- (2) any and all prime contractor profit or fee*

*For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.

(b) The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed **X.XX%**. For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

(c) Maximum Profit/Fee Rate – Applicable to Cost Plus Fixed Fee CLINs Only. Contractor compliance with the maximum fee rate on CPFF CLINs is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee at the task order level that is higher than the maximum fee rate stated in the offeror's base contract shall render the contractor's proposal unacceptable. The Contractor agrees that the maximum fixed fee rate shall not exceed **X.XX%**. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the task order. The maximum fee rate being proposed at the task order level by the prime contractor shall flow down to all subcontractors/consultants included as part of your (the Prime) proposal.

(d) Other Direct Costs and Travel. No fee is allowed on Other Direct Costs or Travel. Indirect cost elements such as G&A and material handling may be applied to ODCs but may not include fee.

(End of text)

B-232-H005 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)--ALTERNATE I (NAVSEA) (OCT 2018)

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

(b) The Government shall make payments to the Contractor, subject to and per 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 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. If you believe you have received this document in error or have been notified that you received it in error, please immediately notify the sender and destroy any copies which may have been produced or electronically filed.

paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

(End of Text)

B-231-H001 TRAVEL COSTS (NAVSEA) (OCT 2018)

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

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

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

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

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

(End of Text)

Section C - Description/Specifications/Statement of Work

Statement of Work (SOW)
Department 50, Division 53, Branch 532
Engineering Services, Software Development and Cyber Security Support of Condition Assessment Systems

1.0 INTRODUCTION

1.01 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, software development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for engineering services, software development and cyber security support for NSWCPD Department 532, which supports Machinery Enterprise Information Systems.

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

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

1.0.4 Government / Contractor Relationship

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.

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

(c) Contractor personnel under this task order shall not engage in any of the inherently Governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

(d) Employee Relationship:

1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

2) Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(e) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(f) Notice. It is the Contractor's, as well as the Government's, responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this Section has been or may be violated.

1) The Contractor should notify the Contracting Officer in writing within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the estimate in time by which the Government must respond to this notice to minimize cost, delay, or disruption of performance.

2) The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

1.1 SCOPE OF WORK

The contractor shall provide engineering, technical, logistics, training, and program support and sustainment for the development, prototyping, implementation and in-service support of Condition Based Maintenance (CBM) assessment technologies for naval ship systems on surface ship and submarine hulls for the Machinery Enterprise Information Systems Branch. Work performed under this contract will include the following support areas:

- 1.1.1 Program Management
- 1.1.2 System Design, Integration, and Testing
- 1.1.3 Computer & Software Engineering

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- 1.1.4 Engineering Services
- 1.1.5 Design and Develop System Improvements
- 1.1.6 Cyber Security Support
- 1.1.7 Navy Information Assurance (IA) Support

1.2 BACKGROUND

The Machinery Enterprise Information Systems Branch (NSWCPD), as the In-Service Engineering Agent (ISEA) for CBM assessment systems requires support in the development, implementation and in-service maintenance of a comprehensive, integrated condition based assessment and continuous monitoring programs for both surface ship and submarine equipment and systems. These efforts are aimed at achieving significant and real reductions in maintenance expenditures and increased equipment availability, while maintaining the operational survivability of naval ships and submarines. Program goals are to support total productive maintenance in a realistic waterfront effort that considers all aspects of system/equipment operation, maintenance, and logistics support. To execute its responsibilities, NSWCPD requires the support of maintenance engineering specialists to assist in the development, implementation, and in-service support of CBM software and cyber security requirements. This support requires responsive and high quality services that only a specialized contractor can provide.

2.0 APPLICABLE DOCUMENTS

- 2.1 General Specifications for Overhaul of Surface Ships (GSO) - NAVSEA S9AA0-AB GOS-010.
<https://www.scribd.com/document/266275921/General-Specifications-for-Overhaul-of-Surface-Ships-GSO-pdf>
- 2.2 Fleet Modernization Program (FMP) Management & Operations Manual - NAVSEA SL720-AAMAN_010/FMP.
<http://www.navsea.navy.mil/Portals/103/Documents/SUPSHIP/SOM/Ch14-IntegratedLogisticsSupport-01Nov17.pdf?ver=2017-11-02-120247-767>
- 2.3 Manuals, Technical: General Style and Format of (Work Package Concept) - MIL-DTL-81927C, dated 26 Nov 1997.
[\[http://everyspec.com/MIL-SPECS/MIL-SPECS-MIL-DTL/MIL-DTL-81927C_14024/\]](http://everyspec.com/MIL-SPECS/MIL-SPECS-MIL-DTL/MIL-DTL-81927C_14024/)
- 2.4 Standard Practice for Manuals, Technical: General Style and Format - MIL-STD-38784(1), dated 1 Dec 2000.
[\[http://everyspec.com/MIL-STD/MIL-STD-10000-and-Up/MIL-STD-38784A_CHG-1_55081/\]](http://everyspec.com/MIL-STD/MIL-STD-10000-and-Up/MIL-STD-38784A_CHG-1_55081/)
- 2.5 Interactive Electronic Technical Manuals - MIL-PRF-87269A dated 15 Aug 2000, Data Base, Revisable.
http://everyspec.com/MIL-PRF/MIL-PRF-080000-99999/MIL-PRF-87269A_3062/
- 2.6 Manuals, Technical: General Acquisition and Development Requirements - MIL-DTL-24784.
http://everyspec.com/MIL-SPECS/MIL-SPECS-MIL-DTL/MIL-DTL-24784C_20774/
- 2.7 Guide for User Maintenance of NAVSEA Technical Manuals - S0005-AA-GYD-030.
<http://navybnr.com/study%20material/NAVSEA%20S0005-AA-GYD-030.pdf>
- 2.9 CMMI® for Development, Version 1.2, CMMI-DEV, V1.2, CMU/SEI-2006-TR-008.
<https://www.sei.cmu.edu/reports/06tr008.pdf>

The Contractor shall reference and utilize the latest version available when performing tasks within this SOW.

3.0 REQUIREMENTS

3.1 Program Management

- 3.1.1 Provide engineering, technical, and management support services to the Naval Surface Warfare Center Philadelphia Division, Branch 532.
- 3.1.1.1 Participate in technical meetings and program reviews related software development and cyber security of the Branch 532 Condition Assessment and Remote Systems.
 - 3.1.1.2 Provide action item tracking support and draft meeting minutes.
 - 3.1.1.3 Develop and provide status on initiatives via Plan of Actions and Milestones (POA&Ms).
 - 3.1.1.4 Develop programmatic and technical briefs regarding the software development and cyber security of Condition Assessment and Remote Monitoring System Navy and non-Navy customers.
 - 3.1.1.5 Develop, manage, and extract programmatic and financial data for review and reporting.
 - 3.1.1.6 Provide detail design and engineering development oversight related to software development and cyber security.
 - 3.1.1.7 Generate project plans, concepts of operation, and management outlines.
 - 3.1.1.8 Ensure program and project support is responsive, cost effective and aligned with the objectives of the task order.

3.2 System Design and Integration Engineering

- 3.2.1 The contractor shall assist the Government with the assessment, design, and installation of ship control systems on US Navy Ships and Land Based Test Facilities (LBT) by supporting system modernization and new concept development which will include: Engineering algorithms, Logic trees (as they pertain to systems diagnostics and prognostics), Failure Mode, Effects and Criticality Analysis (FMECA), Expert systems, Verification and validation of software developed to support these new concepts (CDRL A005 /CDRL A006)

- 3.2.2 The contractor shall perform analysis and technical studies and provide technical services in the area of ship control systems engineering support. The contractor shall provide support for system modernization and new concept development which will include: Engineering algorithms, Logic trees (as they pertain to systems diagnostics and prognostics), Failure Mode, Effects and Criticality Analysis (FMECA), Expert systems, Verification and validation of software developed to support these new concepts (CDRL A005 /CDRL A006)
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- 3.2.2.1 Performing investigations and analysis of data, ship plans and ship control systems necessary to develop alteration packages to include Ship Change Document Engineer Change Proposal (ECPs), Ship Alterations (SHIPALTs), and others, as appropriate.
- 3.2.2.2 Providing engineering support to develop, update, and maintain ship control systems equipment specifications and design documents, and analyzing operation requirements.
- 3.2.2.3 Providing system and equipment reliability, maintainability and availability data, and evaluating failure trending and analysis including Failure Mode, Effects Criticality Analysis (FMECA) and Reliability and Maintainability studies for system components.
- 3.2.2.4 Reviewing proposed engineering changes for impact on configuration, performance, reliability, maintainability, logistics support, safety, and life cycle costs.
- 3.2.2.5 Recommending and performing/supporting redesign, modification, or alteration of hardware and software for system integration and improvements.
- 3.2.2.6 Conducting systems engineering studies for ship control systems
- 3.2.2.7 Provide engineering services and technical support to design, develop, and integrate technological improvements into ship control systems.
- 3.2.2.8 Provide engineering support to develop, update, and maintain ship control system software specifications, design and requirements documentation, including papers, interface reviews, preliminary designs, detailed designs, design review participation system and interface requirements, system and software requirements

3.3 Computer & Software Programming

- 3.3.1 Provide Computer and Software engineering support services to NSWCPD
 - 3.3.1.1 Develop software upgrades and enhancements to Condition Assessment Systems.
 - 3.3.1.2 Provide routine software and technical administration support.
 - 3.3.1.3 Develop condition assessment algorithms and software utilities.
 - 3.3.1.4 Utilize modeling software to evaluate system and equipment operation and performance parameters.
 - 3.3.1.4 Develop and deliver software development plans, control instruction software, software programs and packages.
 - 3.3.1.5 Develop and/or modify computer code in the following languages: C/C++, Java, Visual Basic, .NET, C# and other languages that apply as required by NSWCPD
 - 3.3.1.6 Provide hardware setup and maintenance support.
 - 3.3.1.7 Conduct software development testing accordance with applicable Institute of Electrical and Electronics Engineers (IEEE) standards and specifications.
 - 3.3.1.8 Support and participate in NSWCPD Software Support Program (SSP).
 - 3.3.1.9 Provide a Navy Validator (fully qualified) support the planning, implementation, execution, and documentation of RMF risk assessment and mitigation activity support of certification and accreditation of NSWCPD systems.
 - 3.3.1.10 Provide RDBMS support including schema development, optimization, queries, updates, maintenance plans, and other administrative functions for MS SQL Server, InfluxDB, and others as requested.

3.4 Engineering Services

- 3.4.1 The contractor shall provide engineering services in support of the development of probabilistic equipment logistic models.
- 3.4.2 Perform ship system predictive failure risk model development. Develop predictive failure risk models in the form of exponential, Weibull, Proportional Hazard Weibull and Log Normal, all of which to be adapted to the effects of stress inducing factors on equipment residual life.
- 3.4.3 Support implementation and testing of the predictive failure risk models using deployment technology identified by the Navy.
- 3.4.4 Provide technical, engineering, analytical, and operator support in efforts to develop new software into Condition Assessment and Remote Monitoring systems.
- 3.4.5 Review shipboard data, evaluate its validity and troubleshoot as necessary. Document issues in NSWCPD's Remote Monitoring tracking software for resolution.
- 3.4.6 Perform data validations of shipboard data and quality assurance reviews of diagnostic reports.
- 3.4.7 Develop requirements, processes, algorithms and technologies to support the gathering and analysis of shipboard equipment operating data in support of condition based maintenance methodologies.

3.5 Cyber Security Support (CDRL A004/CDRL A005 /CDRL A006)

NSWCPD requires cybersecurity operations support for Shipboard, Non-Shipboard, and Closed-Enclave assets. Installation, configuration, and integration of new technology with IT security standards; file backups; security patches; and the performance of analysis to ensure security controls are properly implemented. Operating systems include multiple variants of Unix/Linux, and Microsoft Windows server and workstation operating systems.

The Contractor shall implement configuration version control practices and processes (i.e. checkout/check-in; version number control; system/software baselines; merge, build, test, and release) for software, hardware, firmware, images, technical manuals, test procedures and other support documentation.

- 3.5.1 Conduct vulnerability assessments of Windows and Linux/UNIX systems, to include:
 - 3.5.1.1 Vulnerability Scanning & Identification Secure Configuration in accordance with STIG findings.
 - 3.5.1.2 Ensure Endpoint Compliance – tasks include deployment and management of host-based security products; issuance of antivirus scans, updates, and management/resolution of any discovered issues such as automated software patch distribution and endpoint imaging processing.
 - 3.5.1.3 Perform intrusion detection analysis and recommend/execute protection against vulnerabilities – tasks include network perimeter Intrusion Detection/Perimeter (ID/PS) monitoring, and the adjudication of network-activity; host-based ID/PS monitoring, and the adjudication of host-based activity;
 - 3.5.1.4 Install security patches on servers to eliminate identified vulnerabilities, and report on patch compliance.
 - 3.5.1.5 Perform routine audits of systems and software; add, remove, and/or update user account information and perform password-resets, as applicable in accordance with the latest Roster List.
 - 3.5.1.6 Monitor system-security to maintain security posture, and document the latest version of system-configuration.

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- 3.5.1.8 Research and recommend methods and procedures to implement new security patches and remediation.
- 3.5.1.9 Plan and coordinate security measures to safeguard information in computer files against accidental or unauthorized damage, modification or disclosure. Recommendations for implementation shall be presented to NSWCPD.
- 3.5.1.10 Plan and support the installation and testing of new products and improvements to computer systems, such as the installation of new databases. Recommendations for implementation shall be presented to NSWCPD. If approved Contractor shall coordinate and schedule the approved installations.
- 3.5.1.11 Develop and prepare implementation-and-maintenance, access control, inventories, and communications-documentation, as well as Standard Operating Procedures (SOPs).
- 3.5.2 Assist in the preparation of high-level policies and/or strategies for Information Assurance; this includes the development of technical documentation such as Summa and White papers, Presentations, User manuals, and Administrative Guides.
- 3.5.3 Coordinate and schedule program reviews - Contractor shall maintain master project calendar and coordinate arrangements for presentations/meetings; Contractor maintain Plan of Action and Milestones (POA&M)
- 3.5.4 Assist in the creation and preparation of technical documentation such as user manuals, reports, outlines, and summaries.
- 3.5.5 Update and manage software libraries in accordance with (SOP) procedures, and execute the destruction of dated versions in accordance with DoD mandates.
- 3.5.6 Provide technical services in support of delivering cyber-secure systems and solutions including the development and submittal of Risk Management Framework (RMF) risk assessments, implementation of DoD secure system configuration and hardening requirements identified in Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs) and Security Requirements Guides (SRGs), Assured Compliance Assessment Solution (ACAS) vulnerability assessments, anti-virus (AV) scanning, Standard Engineering Process (SEP) artifacts, and other supporting documentation required for certifying and maintaining afloat, RDT&E, and/or enterprise platforms.
- 3.5.7 Develop RMF Assess & Authorize (A&A) package documentation in accordance with DOD/NAVSEA directives, which includes the following components: Platform (PIT) Determination package documentation, System Categorization Form, Information System Continuous Monitoring Strategy (ISCM), Security Plan (SP), Step Concurrence forms, Plan of Actions and Milestones (POA&M), Security Assessment Plan (SAP), Security Assessment Report (SAR), Risk Assessment Report (RAR) Security Authorization Package, CYBERSAFE Certification, Package Endorsement Letters, and any additional administrative/technical resources required for submission.
- 3.5.8 Ensure RMF A&A package is submitted to the certification authority (CA) in sufficient time for review and operational cybersecurity risk recommendation to obtain Designated Accrediting Authority (DAA) authorization decision prior to operations or tests on a live network (i.e. LBES or shipboard).
- 3.5.9 The contractor shall develop, maintain, and execute all IA related tasks and duties in accordance with regulations to include the development and execution of DIACAP/RMF Program to Plan of Action and Milestone (POA&M) or Security Technical Implementation Guide (STIG).
- 3.5.10 In accordance with RMF, the contractor shall monitor and maintain the security posture of IT systems to include patching, implementing STIGs, analyzing network traffic and applying new physical security measures.
- 3.5.11 Develop and/or test new and existing security features to be implemented into the control system operating environment and/or software.

4. PLACE OF PERFORMANCE

The primary place of performance will be Philadelphia Naval Business Center, Philadelphia, PA. The contractor will have to perform work at the contractor's facility, as well. Routine visits between contractor personnel and government personnel for liaison with appropriate officials and performance of work is required. Local commuting expenses will not be reimbursed. Travel may be required to the locations listed in Section 5 below.

To ensure support is available as required, the contractor must be in the Region/Zone of the Philadelphia Naval Business Center, and require not more than local travel orders for the Program representatives to visit the Contractor's facility. The contractor's facility must have adequate capabilities (floor space, high speed data connectivity, computers, telephones, conference rooms, and printers) to fully support those portions of the SOW that does not require on-site presence. At least 55% of the work under this task is to be performed on-site at the local Philadelphia NSWCPD office.

5. TRAVEL

For estimating purposes, the following travel information is provided on an annual basis; estimates are for two people per trip:

Washington, DC
 Norfolk, VA
 San Diego, CA
 Yokosuka, Japan
 Sasebo, Japan
 Mayport, FL
 Pascagoula, MS
 Pearl Harbor, HI
 Seattle, WA
 Rota, Spain
 Bath, ME

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Destinations, duration, and number of trips are subject to change.

6. SECURITY REQUIREMENTS

6.1 An Active SECRET Facility Clearance (FCL) is required for performance on this contract. There is no safeguarding requirement required.

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

This effort may require access to classified information up to the Secret level. No classified data will be generated or stored by the Contractor. The Contractor is required to have and maintain a Secret clearance. The requirements of the attached DD Form 254 apply.

The Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the NSWCPD Security Office.

The Prime Contractor shall:

- (1) Forward copies of DD254s provided to subcontractors to the Naval Surface Warfare Center Philadelphia Division (NSWCPD), ATTN: Security.
- (2) Direct the subcontractor to obtain approval, through the prime Contractor, for the public release of information received or generated by the sub through the prime Contractor.
- (3) Submit the subcontractor's request for public release through the technical point of contact identified on the DD 254.

NOTE: CLASSIFIED AND/OR UNCLASSIFIED MATERIAL WHICH IS MARKED : "NOT RELEASEABLE TO FOREIGN NATIONS" (NOFORN OR NF) MAY NOT BE RELEASED IN ANY FORM TO FOREIGN GOVERNMENTS, FOREIGN NATIONS, NON-U.S. CITIZENS OR ANYONE REPRESENTING A FOREIGN GOVERNMENT OR FOREIGN PRIVATE INTEREST WITHOUT THE PERMISSION OF THE ORIGINATOR.

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

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

7. DATA REQUIREMENTS

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

7.1 Contract Status Report (CDRL A001)

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

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

7.2 Travel Report (CDRL A002)

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

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

7.2.3 The Contractor may be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Federal Travel Regulations (FTR) and shall be pre-approved by the COR. The Contractor shall submit travel reports in accordance with DI-MGMT-81943 (CDRL A002).

7.3 CONTRACTOR PERSONNEL ROSTER (CDRL A003)

7.3.1 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

7.4 TECHNICAL REPORT STUDY/SERVICES (CDRL A004)

7.4.1 Engineering project reports shall be delivered to the SME within fifteen (15) days of completion of the project, the contractor will also provide in process reports as required.

7.5 KEY EVENTS SCHEDULE/ PLAN OF ACTION AND MILESTONES (POAM) (CDRL A005)

7.5.1 POA&Ms will be developed and maintained in Microsoft Project software. POA&Ms shall include Calculations, Specifications, Test Data/Reports, and Metrics as required for tasks identified by the TPOC. POA&M's shall be prepared and delivered within 5 working days of identification.

7.6 MEETING MINUTES (CDRL A006)

7.6.1 Meeting minutes/reports will be generated in Microsoft Word and shall be delivered within 5 working days following meeting completion.

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Note: Draft technical reports and conclusions reflecting the work accomplished under each task set forth will be prepared and delivered to the Government two (2) weeks to the sender and destroy any copies which may have been produced or electronically filed.

before final submittal date and in the form required by the COR. The final report shall not be prepared without approval of the COR. All draft and final reports submitted by the contractor should have computer media attached. All software Programs and databases shall be compatible with government software programs and databases as defined by NMCI.

8. PERSONNEL

8.1 Personnel Requirements

The level of effort for the performance of the resultant task order is based on the following labor categories and hours **per year**:

<u>Title (Key Personnel)</u>	Site	Hours	OT HRs	Resumes Req
MANAGER, PROGRAM/PROJECT II (MANP2)*	Contractor			1
COMPUTER PROGRAMMER IV (14074)*	Government			1
COMPUTER PROGRAMMER IV (14074)*	Government			1
ENGINEER, SYSTEMS III (ESY3)*	Government			1
FULLY QUALIFIED NAVY VALIDATOR II (FQNV2)*	Government			1
INFORMATION SYSTEM SECURITY MANAGER II (ISSM2)*	Government			1
SPECIALIST, INFORMATION ASSURANCE COMPLIANCE II (SIAC2)*	Government			1
<u>Title (Non-Key Personnel)</u>				
ACQUISITION MANAGEMENT SUPPORT II (AMS2)	Government			0
ENGINEER, COMPUTER II (EC2)	Government			0
ENGINEER, COMPUTER II (EC2)	Government			0
ENGINEER, COMPUTER II (EC2)	Government			0
ENGINEER, SYSTEMS II (ESY2)	Government			0
OPERATIONS SUPPORT II (OS2)	Government			0
SYSTEMS, ADMINISTRATOR II (SA2)	Government			0
ADMINISTRATIVE ASSISTANT (01020)	Contractor			0

* denotes key personnel employee

8.1.1 Key Personnel

The following labor categories are designated as the Key Personnel for this contract. Additional non-key personnel may also be utilized in these labor categories as tasking requires. Resumes will be submitted for each category in the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category.

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

COMPUTER PROGRAMMER IV (14074) (1 Resume)

Target Education: Bachelor's level degree in Computer, Electrical or Electronics Engineering or Mathematics with field of concentration in computer science or equivalent.

Target Experience: 10 years of professional experience in computer design, software development or computer networks. 10 years' experience in Data Base Development, Web Development and application development. 10 years' experience in .Net Core, SQL-Server, SQL, Windows, Microsoft Technology Stack, including, Angular, Bootstrap, Typescript, Entity Framework, GIT. Bachelor Degree in computer, electrical, or software engineering preferred but not required. Test and evaluation; and Deployment troubleshooting of applications; Knowledge of departmental operational software and hardware systems and ability to apply the same to the diagnosis and repair of system malfunctions. Ten (10) years of experience in the design, development, and implementation of machinery life cycle management software systems; ten (10) years of experience in real-time data acquisition and analysis, batch data processing, data storage and retrieval, and user interface applications; and, should be familiar with and the page is prepared using the DoD AF standards. Dissemination beyond the intended receiver and original need is strictly forbidden.

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Target Education: Bachelor's level degree in Computer, Electrical or Electronics Engineering or Mathematics with field of concentration in computer science or equivalent.

Target Experience: 10 years of professional experience in computer design, software development or computer networks. 10 years' experience in Data Base Development, Web Development and application development. 10 years' experience in .Net Core, SQL-Server, SQL, Windows, Linux, Java Technology Stack, including, Prime Faces, AJAX, JAX-RS, JSF, Java, Java JDBC, and Oracle. Bachelor Degree in computer, electrical, or software engineering preferred but not required; Test and evaluation; and Deployment troubleshooting of applications; Knowledge of departmental operational software and hardware systems and ability to apply the same to the diagnosis and repair of system malfunctions. Ten (10) years of experience in the design, development, and implementation of machinery life cycle management software systems; ten (10) years of experience in real-time data acquisition and analysis, batch data processing, data storage and retrieval, and user interface applications; and, Must be familiar with and have developed applications using the DoDAF standards

ENGINEER, SYSTEMS III (ESY3) (1 Resume)

Minimum Education: Bachelor's level degree in an Engineering discipline

Target Experience: 5 years of professional experience in systems engineering. Five (5) years of experience in developing systems lifecycle models, software development processes (SDLC-lifecycle management) and project management; and, Demonstrated experience developing, implementing, and supporting Navy organizations in achieving or maintaining CMMI Maturity Level III or higher.

FULLY QUALIFIED NAVY VALIDATOR II (FQNV2) (1 Resume)

Target Education: Bachelor's degree in computer science.

Target Experience: 3 years' professional experience and extensive knowledge with RDT&E and Business IT systems and the phases of Certification and Accreditation (C&A) process. 3 years' experience in an IA or C&A related field. Satisfies provisions of CNSS no. 4016 (Risk Analyst), Intermediate Level, but is not required to actually hold the certificate. Demonstrates in-depth knowledge of all C&A subject area with in-depth familiarity and understanding of Navy IT sites, systems and infrastructure; applies Navy C&A guidance to Navy C&A efforts. 3 years' experience working with Navy C&A efforts as a Navy Validator. Strong writing skills to develop and maintain System Security Plans (SSP), Contingency Plans, Privacy Impact Assessments, Certification Reports, Accreditation Reports, Plan of Action & Milestones (POA&M), and other C&A documentation. Demonstrates oral and written communication skills to work closely with all levels of personnel involved in IT operations and technical aspects of systems. This position is an IAM Level II in Cyber Security Workforce. Must possess "Fully Qualified Validator Certificate" from the Navy Certification Authority (CA) at time of hire.

INFORMATION SYSTEM SECURITY MANAGER II (ISSM2) (1 Resume)

Target Education: Bachelor Degree from accredited University or CNSSI 4012 certificate or ADQ GA7 or successful completion of at least one of the following military training courses: NEC 2779 (CIN: A-531-0009) or 3372 or CIN W-3B-1500 (EKMS Manager) or A-4C-1340 (KMI) (or DOD Service equivalent)

Target Experience: Validated 3years specialized entry level experience in Specialty Area 72 (Information Systems Security Management). 3 years' experience in delivering cyber-secure systems and solutions including the development and submittal of Risk Management Framework (RMF) and DoD Information Assurance Certification and Accreditation Process (DIACAP) risk assessment packages. A CompTIA Security + (CE) or CAP or CASP or Project Management Professional (PMP). A current USG issued "SECRET" security clearance (or interim) is required AND must be maintained. Personnel must be eligible to obtain and maintain a TS clearance. As a member of Cybersecurity Workforce individual will need to maintain a minimum of 40 continuing education hours per year. OJT Evaluation consist of: NAVEDTRA 43462-1C, or NAVEDTRA 43462-2, or NAVEDTRA 43469 watch station 304 or If IP O1-3 or NAVEDTRA 43360-2 or If IP O4-5 or NAVEDTRA 43360-3 and must be completed in directed timelines.

MANAGER, PROGRAM/PROJECT II (MANP2) (1 Resume)

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

Target Experience: 10 years' professional experience in program/project management. 10 years' experience in design, development, engineering, implementation, installation, configuration, and integration of Navy ships maintenance systems supporting maintenance work planning, scheduling, and cost estimation. 10 years' experience should include the integration of maintenance activity work processing and job brokering, job status reporting, maintenance data and metrics collection and processing into Navy maintenance and 3M Systems, and implementation of CBM+ systems (ship and shore). 10 years' experience in general program technical management and contract management experience providing support for Navy maintenance programs, projects, and systems.

SPECIALIST, INFORMATION ASSURANCE COMPLIANCE II (SIAC2) (1 Resume)

Target Education: Bachelor Degree from accredited University or CNSSI 4012 or 4013 or 4014 or 4015 or 4016 Certificate or NDU CISO certificate or successful completion of at least one of the following military training courses: NEC 2780 (CIN: A-531-0022) or 2779 (CIN: A-531-0009) or 2781 (CIN: A-531-0045) (or DOD Service equivalent)

Target Experience: Validated 3 years specialized entry level experience in Specialty Area 61 (Information Assurance Compliance). Experience conducting vulnerability assessments of Windows and Linux/UNIX systems, to include: vulnerability scanning & identification secure configuration in accordance with STIG findings. A CCNA or CAP or Security + (CE) or ENSA is required. A current USG issued "SECRET" security clearance (or interim) is required AND must be maintained. Personnel must be eligible to obtain and maintain a TS clearance. As a member of Cybersecurity Workforce individual will need to maintain a minimum of 40 continuing education hours per year. OJT Evaluation consist of: With privileged access- NAVEDTRA 43469 watch station 302 or W/O privileged access- NAVEDTRA 43469 watch station 304 and must be completed in directed timelines.

8.1.2 Non-Key Personnel

Although resumes for "Non-Key Personnel" are not required, offerors must fully demonstrate their ability to provide the non-key personnel listed below who meet the requirements that follow. The contractor shall certify in their proposal that they have these non-key personnel and provide a statement as to their ability to supply the personnel with the experience required to perform the efforts specified in the performance work statement. The contractor shall provide individuals to fill the non-key positions identified below:

ACQUISITION MANAGEMENT SUPPORT II (AMS2)

Minimum Education: Bachelor's level degree in Business.

Minimum Experience: 3 years' professional experience in acquisition management support. Strong computer, finance, and analytical skills. Experience in daily program, analytical, and acquisition management support to senior level executives. Experience in providing detail oriented management of records, business research analysis, and valuation strategies.

ENGINEER-COMPUTER II (EC2)

Minimum Education: Bachelor's level degree in Computer Science or related field.

Minimum Experience: 3 years of professional experience in computer design, software development or computer networks. 10 years' experience in Data Base Development, Web Development and application development. 10 years' experience in .Net Core, SQL-Server, SQL, Windows, Linux, Java Technology Stack, including, Prime Faces, AJAX, JAX-RS, JSF, Java, Java JDBC, and Oracle. Bachelor Degree in computer, electrical, or software engineering preferred but not required; Test and evaluation; and Deployment troubleshooting of applications; Knowledge of departmental operational software and hardware systems and ability to apply the same to the diagnosis and repair of system malfunctions. Ten (10) years of experience in the design, development, and implementation of machinery life cycle management software systems; ten (10) years of experience in real-time data acquisition and analysis, batch data processing, data storage and retrieval, and user interface applications; and, Must be familiar with and have developed applications using the DoDAF standards

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Software design and development in C/C++; Test and evaluation; and Deployment troubleshooting of applications.

ENGINEER, COMPUTER II (EC2)

Minimum Education: Bachelor's level degree in Computer, Electrical or Electronics Engineering or Mathematics with field of concentration in computer science

Minimum Experience: 3 years of professional experience in computer design, software development and computer networks. Three (3) years' experience to include: Software design and development in C# for .Net environment; Test and evaluation; and Deployment troubleshooting of applications.

ENGINEER, COMPUTER II (EC2)

Minimum Education: Bachelor's level degree in Computer, Electrical or Electronics Engineering or Mathematics with field of concentration in computer science

Minimum Experience: 3 years of professional experience in computer design, software development and computer networks. Three (3) years' experience to include: Software design and development in Java; Test and evaluation; and Deployment troubleshooting of applications.

ENGINEER, SYSTEMS II (ESY2)

Minimum Education: Bachelor's level degree in an Engineering discipline

Minimum Experience: 3 years of professional experience in systems engineering. Possess at least three (3) years of experience in the analysis of machinery failure behavior using a

FMECA, or RCM analysis process, with subsequent implementation of on-line condition monitoring, diagnostic, and prognostics systems to manage the defined machinery failure modes; and, Familiarity with the Navy Program of record technologies used for implementing machinery diagnostic / prognostic systems is a requirement.

OPERATIONS SUPPORT II (OS2)

Minimum Education: High school graduate or GED and a graduate of military schools which provided an in-depth knowledge of naval shipboard systems maintenance and operation; or be a graduate of a trade, industrial or correspondence school for engineering and five years' experience in the operation, maintenance, testing and repair of HM&E equipment installed on U.S. Navy surface ships or submarines.

Minimum Experience: 3 years' professional experience in operations support. Experience providing daily analytical and program management support to senior level executives. Experience in overseeing event preparation and correspondence support for key industry events, supporting change/transformation efforts (i.e., Gap analysis, stakeholder interviews, situational reports, etc) for large programs, and coordinating responses to technical specification and guidance documents related to credentialing and identity management.

SYSTEMS, ADMINISTRATOR II (SA2)

Minimum Education: Bachelor's level degree in Electrical/Electronic/Computer Engineering, Computer Science, or Information Systems

Minimum Experience: 3 years' professional experience in systems administration. Possess three (3) years as a Systems Administrator in Windows NT, XP, and Unix Operating Systems that includes the development, updating, or testing of computer software; and two (2) years' experience in connectivity, operation and maintenance of condition based maintenance application databases.

ADMINISTRATIVE ASSISTANT (01020):

Minimum Education: High School Diploma (or GED Equivalent)

Minimum Experience: Five (5) years of professional experience in secretarial duties (filing, taking phone calls, scheduling appointments, making travel arrangements), this position will provide administrative support to executive staff with office management responsibilities to include budgeting, personnel records and payroll. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials.

8.2 Navy Information Assurance (IA)

In accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program, and SECNAV 5239.2, DON IAWF Management Manual to support the Cybersecurity/IAWF Program, contractors performing IA functions must be designated as a member of the Cybersecurity/IA Workforce and meet qualification requirements for their duties, which may include both an IA baseline certification and operating system (OS)/Computing Environment (CE) certification requirement per below instructions:

- (1) Contractors performing Cybersecurity/IA functions must meet the minimum IA baseline certification prior to being engaged as defined in the CSWF Matrix below.
- (2) Contractor personnel agree as a "condition of employment" to obtain (and maintain) the appropriate certifications and continuing profession education requirements for their Cybersecurity/IAWF position.
- (3) Contractor personnel accessing information systems shall meet applicable training and certification requirements set forth in DoD 8570.01M and SECNAV M-5. The contractor is responsible to ensure that personnel possess and maintain the proper and current Information Assurance (IA) certifications in accordance with 8570.01M and the Computing Environment/Operating System (CE/OS) certifications in accordance with the CSWF Matrix below.
- (4) Upon hire all contractor personnel assigned to the IAM/IAT Level I-III position (as appropriate) shall sign the Information System Privileged Access Agreement Acknowledgement of Responsibilities statement.

Cybersecurity/IA Workforce labor categories are identified herein. The Contractor shall ensure that personnel have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including-

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
- (2) Appropriate operating system certification for information assurance technical (IAT) positions as required by DoD 8570.01-M.
- (3) The Contractor shall provide the current information assurance certificates/documentation supporting IA certification and current status of personnel performing Cybersecurity/IA duties. Baseline and Operating System (OS) Certification requirements listed in the CSWF Matrix must be met and are a condition of hire.
- (4) The contractor shall ensure that cybersecurity/IA contractor personnel are appropriately certified and maintain current Continuing Professional Education requirements as a condition of employment.
- (5) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

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information system to perform contract duties, the contractor is responsible for providing to the contracting officer-

- (a) A list of information assurance functional responsibilities for DoD information systems by category (e.g., technical or management) and level environment, network environment, or enclave); and
 - (b) The information assurance training, certification, certification maintenance, and continuing education or sustainment training required for the information functional responsibilities.
- (2) After contract award, the contractor is responsible for ensuring that the certifications and certification status of all contractor personnel performing information functions as described in DoD 8570.01-M, Information Assurance Workforce Improvement Program, are in compliance with the manual and are identified, and tracked.
 - (3) The responsibilities specified apply to all DoD information assurance duties supported by a contractor, whether performed full-time or part-time as embedded duties, and when using a DoD contract, or a contract or agreement administered by another agency.

***Note:** DOD 8140.01 supersedes DoD 8570.01-M, however, the DoD Clause has not yet been updated. The Government intends to enforce both versions until otherwise noted.

8.3 POSITION MATRIX

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

Labor Category	CSWF Specialty Code	CSWF Proficiency Level	CSWF Baseline Qualification	CSWF OS Qualification	Continuing Professional Education (CPE) Requirements	Primary Tasks
COMPUTER PROGRAMMER IV (14074)*	62	Advanced	CSSLP or CISSP or SECURE C++ or Graduate Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs Annually	3.2, 3.3, 3.4
COMPUTER PROGRAMMER IV (14074)*	62	Advanced	CSSLP or CISSP or SECURE C++ or Graduate Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs Annually	3.2, 3.3, 3.4
ENGINEER, SYSTEMS III (ESY3)*	62	Advanced	CSSLP or CISSP or SECURE C++ or Graduate Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs Annually	3.2, 3.3
FULLY QUALIFIED NAVY VALIDATOR II (FQNV2)*	61	Advanced	CISSP or CISM or GSLC or CASP or Graduate Degree from accredited University or CNSI 4012 or 4013 or 4014 or 4015 or 4016 Certificate or NDU CIO certificate	Directed by Privileged Access Agreement	40 CPE's Annually	3.5
INFORMATION SYSTEM SECURITY MANAGER II (ISSM2)*	72	Advanced	GSLC or CISSP or CISM or CAP or or CASP or Graduate Degree from accredited University or CNSI 4012 or NDU CISO certificate or NDU CIO certificate or AQD GA8	Directed by Privileged Access Agreement	40 CPE's Annually	3.5
SPECIALIST, INFORMATION ASSURANCE COMPLIANCE II (SIAC2)*	61	Advanced	CISSP or CISM or GSLC or CASP or Graduate Degree from accredited University or CNSI 4012 or 4013 or 4014 or 4015 or 4016 Certificate or NDU CIO certificate	Directed by Privileged Access Agreement	40 CPE's Annually	3.5
ENGINEER, COMPUTER II (EC2)	62	Intermediate	CSSLP or ECSP or SECURE C++ or Bachelor Degree from accredited University	Directed by Privileged Access Agreement	40 CPE's Annually	3.2, 3.3, 3.4
ENGINEER, COMPUTER II (EC2)	62	Intermediate	CSSLP or ECSP or SECURE C++ or Bachelor Degree from accredited University	Directed by Privileged Access Agreement	40 CPE's Annually	3.2, 3.3, 3.4
ENGINEER, COMPUTER II (EC2)	62	Intermediate	CSSLP or ECSP or SECURE C++ or Bachelor Degree from accredited University	Directed by Privileged Access Agreement	40 CPE's Annually	3.2, 3.3, 3.4
ENGINEER, SYSTEMS II (ESY2)	62	Intermediate	CSSLP or ECSP or SECURE C++ or Bachelor Degree from accredited University	Directed by Privileged Access Agreement	40 CPE's Annually	3.2, 3.3, 3.4
SYSTEMS, ADMINISTRATOR II (SA2)	45	Intermediate	GSEC or Security + (CE) or SSCP or Bachelor Degree from accredited University or CNSI or NTSSI 4015 or 4016	Directed by Privileged Access Agreement	40 CPE's Annually	3.3, 3.4

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

9. SPECIAL REQUIREMENTS

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

- Consumable Electronics Materials (zip ties, electrical tape, etc.)
- External Hard Drives, CDs, DVDs
- Electronic Technician Toolset

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C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)

- (a) Department - means the Department of the Navy.
- (b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.
- (c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of Text)

C-245-H001 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (OCT 2018)

- (a) The Contracting Officer may increase the amount of property to be furnished under this contract and the contract shall be equitably adjusted to reflect such increase in accordance with procedures of the "Changes" clause of the contract.
- (b) (1) As to all equipments listed identified in an attachment in Section J of this contract, which will be permanently installed or otherwise will be built into the vessel(s), the AN nomenclature or other model designations given therein are to indicate only the basic description of equipments to be furnished and do not indicate the specific model or manufacturer's equipment that will be furnished. The Government may furnish, without issuing a change under the "Changes" clause of the contract, other equipments bearing nomenclature and model designations which further define the specific equipment to be furnished and to further substitute other equipments with different nomenclature or model designations as long as they are geometrically congruent dimensionally, and mechanically and electrically interchangeable with the equipment identified in an attachment in Section J of this contract.
- (2) As to all equipments identified in an attachment in Section J of this contract, which are portable in nature and require only means for stowage in the vessel(s), the AN nomenclature or other model designations given therein are to indicate only the basic description of the equipments to be furnished. The Government may furnish, without issuing any change under the "Changes" clause of the contract, other equipments bearing different AN nomenclature or other model designations as long as the equipments furnished are functionally interchangeable with the equipments identified in an attachment in Section J of the contract, and no changes in ship stowage provisions are required.
- (c) Unless otherwise specifically directed by the Supervisor, nonreusable crates and other nonreusable packaging in which Government Property is delivered to the Contractor shall become the property of the Contractor upon removal of the packaged or crated material, in which event such crates and other packaging shall not be subject to the provisions of the clause of this contract entitled "Government Property".
- (d) Any packaging or preparation for delivery or for other disposal of Government Property by the Contractor at the direction or authorization of the Contracting Officer pursuant to paragraph (j) of the clause of this contract entitled "Government Property" shall be provided for by change order and an appropriate adjustment shall be made in the contract price in accordance with the clause of the contract entitled "Changes".
- (e) (1) In addition to the equipments identified in an attachment in Section J of this contract, the Government may provide installation and checkout (I&C) spares. The Contractor shall provide segregated stowage and inventory management for Government furnished I&C spares. These I&C spares will be pre-positioned by the Government at the shipyard for use by Contractor or Government personnel for the installation and checkout of Government Furnished Equipment (GFE). The Contractor shall maintain these spares in a suitable warehouse accessible 24 hours per day during GFE installation and checkout, in accordance with the ship construction test program. I&C spares do not include parts to support installation and checkout of reactor plant equipment. Requirements governing such reactor plant repair parts, known as Shipyard Load List (SLL) parts, are defined in the ship specification.
- (2) The Contractor shall provide proposed I&C storage, inventory management and issue procedures for Government review and approval. These procedures shall address the Contractor's methods for receipt inspection, identification of damage, control of sensitive material, special environmental capabilities, security and availability of timely status information. The procedures must take into consideration any special requirements associated with electronic components such as electrostatic discharge precautions. The procedures should reference applicable military or commercial standards used in management of I&C spares. A list of planned I&C spares, estimated volume, and special requirements will be provided by the Government to allow for warehouse planning.
- (f) The Contractor is required to maintain control of Government property in accordance with Federal Acquisition Regulation (FAR) Part 45 and Defense FAR Supplement (DFARS) Part 245. In addition to the requirements of FAR 45 and DFARS 245, the Contractor shall have an automated system for controlling Government property and the automated records shall constitute the official Government property control records. The automated system shall be sufficient to identify the location, quantity and hull assignment of all items of Government property from the time of receipt through issue for installation or disposition of the property from the Contractor's facility. The automated system shall be equivalent, as a minimum, to the automated systems the Contractor uses to control Contractor-owned property and material. The Contractor may include Government property in the same computer used to control Contractor-owned property provided that separate records are kept for Government-owned and Contractor-owned property. The Contractor shall provide the Government a list of all items and quantities of Government property accountable to this contract in the Contractor's possession. The list shall be provided annually, or upon request, in automated format suitable for comparing Contractor records of Government property with similar Government records. The list shall be sorted in material categories defined by the Government and shall include data elements specified by the Government.
- (g) The Contractor shall have an automated system for I&C allowances. The system shall accept replacement or new requisition document numbers. The system shall include allowance requirements, on hand, on order, inventory status, identification of assets excess to allowance, on line, real time, processing, inventory posting records, inventory usage statistics and available prices.

The Supervisor shall have the ability to retrieve information from the Contractor's data base using Contractor terminals already in place or by using Government owned terminals.

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C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

C-212-W002 COMMERCIAL SUPPLIER AGREEMENTS (NAVSEA) (MAR 2019)

- (a) Commercial Supplier Agreement means End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement.
- (b) Any Commercial Supplier Agreement must be provided in full text as part of a quote or offer without hyperlinks.
- (c) The contract/order Schedule and Federal Acquisition Regulation (FAR) 52.212-4, Contract Terms and Conditions—Commercial Items, shall take precedence over any conflicting provisions in a Commercial Supplier Agreement.
- (d) If any requirement in the Commercial Supplier Agreement conflicts with Federal law or regulations (see FAR 12.212(a)), the following shall apply:
 - (i) Any such requirement is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such requirement by virtue of it appearing in the Commercial Supplier Agreement. If the Commercial Supplier Agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such requirement.
 - (iii) Any such requirement is deemed to be stricken from the Commercial Supplier Agreement.
- (e) Automatic renewals. License Agreements will expire at end of the term identified in the Purchase Order/Contract. Automatic renewals are not permitted and any such provision is void.
- (f) Changes to the Commercial Supplier Agreement. Unilateral changes of the Commercial Supplier Agreement are impermissible and any requirement authorizing such changes is unenforceable. Changes must be in writing and executed by both parties to be effective.
- (g) Third Part License (Embedded Software).
- (i) The Contractor agrees that it has obtained all necessary licenses for the Government for any third party materials (including without limitation all open Source licenses) provided within the product.

(ii) Contractor agrees that it complies with and shall continue to comply with all of its obligations under Third Party Licenses (including without limitation all Open Source licenses) associated with any third party materials provided within each product.

(iii) To the extent that the Government’s use of the software products licensed herein is in compliance with the Contractor’s Commercial Supplier Agreement, the Government’s use will also be in compliance with any Third Party Licenses.

(h) Audits. In lieu of any audit provisions in the Commercial Supplier Agreement, the Government agrees that, no more than once every twelve (12) months or within a reasonable time after a transfer, the Contractor shall, upon reasonable notice, have the right to require that the Government conduct an internal audit to ascertain and verify the number of licenses in use and to verify that the Government’s use of the product is in conformity with this Agreement. The Government is not required to use any tools provided by the Contractor to conduct the audit and shall not be required to pay for any tools provided by the Contractor to conduct the audit. The results of any such audit shall be kept confidential.

If verification discloses that the Government’s use is not in conformity with this Agreement, the Government agrees to resolve any noncompliance by either removing or correcting the unlicensed installation and use of the software identified by the audit as not in conformity with this Agreement.

(i) Confidentiality. Commercial Supplier Agreements’ terms and the final contract pricing may not be deemed confidential. Other marked confidential information will be appropriately guarded.

(j) Assignment. The Government shall have the right, without the prior written consent of the Contractor or its authorized resellers, to assign, reassign, or transfer software licenses among Government employees or the Government’s rights in the Contractor’s product to any governmental organization that is managed, operated, or controlled by the Government.

Such authorization includes sublicensing, and assignment or transfer among or between authorized users. In the event authorized users are reorganized or restructured such that their responsibilities and operations are transferred to another government agency, the agency shall have the right to assign the affected program licenses to a successor agency. The licensed agency and the successor agency agree to be bound to the Commercial Supplier Agreement as modified. The transferee shall be bound by the license metrics and limitations in this license. Government shall complete any documentation required by the Contractor to facilitate the transfer of this license, and continuation of support shall be the responsibility of the transferee.

For the avoidance of doubt, any assignment or transfer of licenses of the Contractor’s products is also subject to all other terms of the Commercial Supplier Agreement, as well as the Contractor’s policies governing product dependencies and version compatibility. Reassignment does not require that the license be under maintenance or support in order to execute a transfer.

(k) Litigation. Any requirement insisting that the commercial supplier or licensor control any litigation arising from the government’s use of the contractor’s supplies or services is deleted and unenforceable.

(l) Equitable Remedies. Equitable remedies, injunctive relief, and binding arbitration requirements shall not be enforced unless explicitly authorized by agency guidance or statute.

(m) Venue. Any claim or dispute shall be resolved under the Contract Disputes Act and FAR 52.233-1. The forum for resolution of disputes and applicable statutes of limitation shall be governed by federal law.

(n) Applicable law. In accordance with FAR 52.233-4, United States law shall apply to resolve any claim of breach of this contract and such actions shall be handled in the applicable Federal court of jurisdiction.

C-243-H003 CONFIGURATION MANAGEMENT (NAVSEA) (JAN 2019)

- (a) Baseline Definition - All contractual documentation in effect at the time of contract award shall constitute the Contract Baseline, which shall be considered incorporated in the baseline documentation.
- (b) General Requirement -
- (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract. If required, the Contractor's Configuration Management Plan shall be submitted through the appropriate Contract Data Requirements List (CDRL) for approval by the Government.
- (2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify the baseline to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide such detail of related costs as to allow the Government to determine an equitable adjustment for the change document submission. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the Contracting Officer. Change documentation shall be submitted to the Contracting Officer in accordance with the appropriate CDRL, and as described in paragraphs (c) through (f) below.
- (c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-SESS-80639D approved 7 April 2015, EIA-649-1 of Nov 2014 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP shall be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. The contractor shall develop documentation in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact if applicable, and consequences if disapproved. List all existing drawings and technical manuals impacted by the change, including a brief narrative explanation of needed changes to incorporate the ECP if approved. Provide weight and moment data incidental to the change, if applicable. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.
- (d) Non-Engineering Change Proposals (NECPs) - An NECP shall be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the NECP is approved.
- (e) Deviations/Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Variance. The explanation of "Need for Deviation/Waiver" in the DD1694 shall provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance and the effect on ship equipment or system operation.
- (f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, and Deviations/Waivers, the Contractor shall receive equitable adjustment under the following circumstances:
- (1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.
- (2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.
- (3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.
- (4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.
- (5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be subject to equitable adjustment.
- (6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "Disputes" (FAR 52.233-1).
- (g) Any cost reduction proposal submitted pursuant to the clause entitled "Value Engineering" (FAR 52.248-1) shall be submitted as a Value Engineering Change Proposal (VECP). The Contractor shall follow the VECP preparation requirements of FAR 52.248-1(c) and any additional guidance provided by the Contracting Officer.

(End of Text)**C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)**

- (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 04 January 2019 in response to NAVSEA Solicitation No. N6449818R3020.
- (b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of Text)**C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

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C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

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

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of Text)

C-237-H001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (NAVSEA) (OCT 2018)

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

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

(b) The contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>.

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

(End of Text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

(End of Text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

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(End of Text)

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of Text)

C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within 60 days after award of the task order. The meeting will be held at the address below:

Location/Address: NSWCPD

(b) The contractor will be given 14 working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the task order.

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of Text)

C-227-H007 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall be delivered to the Government for concurrence under CDRL ___ and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

(b) The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE Std. 12207:2017;

(2) Contain the information defined by ISO/IEC/IEEE 15289:2017, section 7.3 "Plan - generic content" and Table 2 "Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process." In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted for this contract;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE Std. 12207:2017 as appropriate. Such processes shall be equivalent to those articulated by CMMI@;

(5) Adhere to the characteristics defined in ISO/IEC/IEEE 15289:2017 section 6.1 "Life-cycle data characteristics," as appropriate;

(6) Be in accordance with the framework defined in IEEE Std. 12207:2017, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks

(7) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with ISO/IEC/IEEE 15289:2017 Section 7.3, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(End of Text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

NONE

(End of Text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the 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,

(2) Impact on providing support at the contracted value,

(3) The results of negotiations to any appropriate level, including the lowest offer, for fee rate caps for the prime contract, or in the case where the proposed subcontractor is also a SealPort-e prime, (ii) fee rate caps that are no higher than the subcontractor's prime SealPort-e contract.

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(End of Text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(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. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; 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) Key personnel are identified in an attachment in Section J.

(End of Text)

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

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

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

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

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

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

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

(End of Text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

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

(End of Text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

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

(1) The support contractor not disclose any information;

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

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

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

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

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