

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
V

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
03

3. EFFECTIVE DATE  
22-Dec-2016

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

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

6. ISSUED BY CODE

N00178

7. ADMINISTERED BY (If other than Item 6)

CODE

S4801A

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

DCMA SEATTLE  
188 106TH AVE NE, STE 660  
BELLEVUE WA 98004-5965

SCD: C

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

GeoNorth, LLC  
561 East 36th Avenue  
Anchorage AK 99503-4137

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7295 / N00178-14-D-7295-0006

10B. DATED (SEE ITEM 13)

01-Feb-2016

CAGE CODE 09EJ4

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- (\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)  
Unilateral; FAR 52.217-9 Option to Extend the Term of the Contract

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

22-Dec-2016

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

|                                  |   |                                  |                |       |
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**GENERAL INFORMATION**

Modification 03 is issued to exercise Option 1 to continue performance during the period 1 February 17 thru 31 January 18 (CLIN 7200 and 9200) and provide incremental funding. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,171,000.00 by \$810,000.00 to \$1,981,000.00.

| CLIN/SLIN | Type Of Fund    | From (\$) | By (\$)    | To (\$)    |
|-----------|-----------------|-----------|------------|------------|
| 700003    | WCF             | 0.00      | 10,000.00  | 10,000.00  |
| 710001    | WCF             | 0.00      | 600,000.00 | 600,000.00 |
| 910001    | Fund Type - TBD | 0.00      | 200,000.00 | 200,000.00 |

The total value of the order is hereby increased from \$1,337,559.00 by \$1,549,062.00 to \$2,886,621.00.

| CLIN/SLIN | From (\$) | By (\$)      | To (\$)      |
|-----------|-----------|--------------|--------------|
| 7100      | 0.00      | 1,218,432.00 | 1,218,432.00 |
| 9100      | 0.00      | 330,630.00   | 330,630.00   |

The Period of Performance of the following line items is hereby changed as follows:

| CLIN/SLIN | From | To |
|-----------|------|----|
|-----------|------|----|

|                                  |   |                                  |                 |       |
|----------------------------------|---|----------------------------------|-----------------|-------|
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item   | PSC  | Supplies/Services   | Qty | Unit | Target Cost | Target Fee     | CPIF |
|--------|------|---|-----|------|-------------|----------------|------|
| 7000   | H166 | Base Year, METCAL Lab support services IAW Section C. (Fund Type - TBD) |     | LH   |             | \$1,016,559.00 |      |
|        |      | Max Fee   |     |      |             |                |      |
|        |      | Min Fee   |     |      |             |                |      |
|        |      | Government Overrun Share Line   |     |      |             |                |      |
|        |      | Government Underrun Share Line  |     |      |             |                |      |
| 700001 | H166 | Award: Incremental Funding (WCF)  |     |      |             |                |      |
| 700002 | H166 | Mod 02: Incremental Funding (WCF)                                       |     |      |             |                |      |
| 700003 | H166 | Mod 03: Incremental Funding (WCF)                                       |     |      |             |                |      |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services                      | Qty | Unit | Target Cost | Target Fee | CPIF |
|------|-----|--|-----|------|-------------|------------|------|
| 7099 |     | Data Deliverables IAW Exhibit A: CDRLs |     | LO   |             |            |      |

For Cost Type Items:

| Item | PSC  | Supplies/Services   | Qty | Unit | Target Cost | Target Fee     | CPIF |
|------|------|---|-----|------|-------------|----------------|------|
| 7100 | H166 | Option 1, METCAL Lab support IAW Section C. (Fund Type - TBD) |     | LH   |             | \$1,218,432.00 |      |
|      |      | Max Fee   |     |      |             |                |      |
|      |      | Min Fee   |     |      |             |                |      |
|      |      | Government Overrun Share Line                                 |     |      |             |                |      |

|                                  |   |                                  |                 |       |
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**Item PSC Supplies/Services Qty Unit Target Cost Target Fee CPIF**  
 Government  
 Underrun  
 Share Line

710001 H166 Incremental Funding:  
Mod 03 (WCF)

For Cost Type / NSP Items

| Item | PSC | Supplies/Services                      | Qty | Unit | Target Cost | Target Fee | CPIF |
|------|-----|--|-----|------|-------------|------------|------|
| 7199 |     | Data Deliverables IAW Exhibit A: CDRLs |     | LO   |             |            |      |

For Cost Type Items:

| Item | PSC  | Supplies/Services   | Qty | Unit | Target Cost | Target Fee     | CPIF |
|------|------|---|-----|------|-------------|----------------|------|
| 7200 | H166 | Option 2, METCAL Lab support IAW Section C. (Fund Type - TBD) |     | LH   |             | \$1,218,432.00 |      |
|      |      | Option  |     |      |             |                |      |
|      |      | Max Fee   |     |      |             |                |      |
|      |      | Min Fee   |     |      |             |                |      |
|      |      | Government Overrun Share Line                                 |     |      |             |                |      |
|      |      | Government Underrun Share Line                                |     |      |             |                |      |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services                      | Qty | Unit | Target Cost | Target Fee | CPIF |
|------|-----|--|-----|------|-------------|------------|------|
| 7299 |     | Data Deliverables IAW Exhibit A: CDRLs |     | LO   |             |            |      |

For Cost Type Items:

| Item | PSC  | Supplies/Services   | Qty | Unit | Target Cost | Target Fee     | CPIF |
|------|------|---|-----|------|-------------|----------------|------|
| 7300 | H166 | Award Term 1, METCAL Lab support IAW Section C. (Fund Type - TBD) |     | LH   |             | \$1,221,704.00 |      |
|      |      | Option  |     |      |             |                |      |
|      |      | Max Fee   |     |      |             |                |      |

|                                  |   |                                  |                 |       |
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**Item PSC Supplies/Services Qty Unit Target Cost Target Fee CPIF**  
 Min Fee  
 Government  
 Overrun Share  
 Line  
 Government  
 Underrun  
 Share Line

For Cost Type / NSP Items

| Item | PSC | Supplies/Services                      | Qty | Unit | Target Cost | Target Fee | CPIF |
|------|-----|--|-----|------|-------------|------------|------|
| 7399 |     | Data Deliverables IAW Exhibit A: CDRLs |     | LO   |             |            |      |

For Cost Type Items:

| Item | PSC  | Supplies/Services   | Qty | Unit | Target Cost | Target Fee     | CPIF |
|------|------|---|-----|------|-------------|----------------|------|
| 7400 | H166 | Award Term 2, METCAL Lab support IAW Section C. (Fund Type - TBD)<br>Option |     | LH   |             | \$1,221,704.00 |      |
|      |      | Max Fee   |     |      |             |                |      |
|      |      | Min Fee   |     |      |             |                |      |
|      |      | Government<br>Overrun Share<br>Line   |     |      |             |                |      |
|      |      | Government<br>Underrun<br>Share Line  |     |      |             |                |      |

For Cost Type / NSP Items

| Item | PSC | Supplies/Services                      | Qty | Unit | Target Cost | Target Fee | CPIF |
|------|-----|--|-----|------|-------------|------------|------|
| 7499 |     | Data Deliverables IAW Exhibit A: CDRLs |     | LO   |             |            |      |

For ODC Items:

| Item   | PSC  | Supplies/Services                              | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|-----------|
| 9000   | H166 | Base Period, ODC in support of CLIN 7000 (WCF) |     | LO   |           |
| 900001 | H166 | Award: Incremental Funding (WCF)               |     |      |           |
| 900002 | H166 | Mod 02: Incremental Funding (WCF)              |     |      |           |

|                                  |   |                                  |                 |       |
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| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|-----------|
| 9100   | R425 | Option 1, ODC in support of CLIN 7100 (Fund Type - TBD)     |     | LO   |           |
| 910001 | R425 | Incremental Funding: Mod 03 (Fund Type - TBD)               |     |      |           |
| 9200   | R425 | Option 2, ODC in support of CLIN 7200 (Fund Type - TBD)     |     | LO   |           |
|        |      | Option  |     |      |           |
| 9300   | R425 | Award Term 1, ODC in support of CLIN 7300 (Fund Type - TBD) |     | LO   |           |
|        |      | Option  |     |      |           |
| 9400   | R425 | Award Term 2, ODC in support of CLIN 7400 (Fund Type - TBD) |     | LO   |           |
|        |      | Option  |     |      |           |

**NOTE 1: LABOR HOURS**

The labor hours listed above in "HR" in the Base Period and each Option and Award Term Period shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt. 1) Level of Effort clause.

**NOTE 2: OPTION CLAUSE**

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies only to the Option and Award Term CLINs.

**NOTE 3: ODCs**

ODCs will be limited to approved travel and materials as described in C.10.

**NOTE 4: AWARD TERM**

The award term CLINs are distinguished from option CLINs and are awarded in accordance with the Award Term Plan, in Section E. Notwithstanding the word "Option" which appears in the Section B CLIN description or elsewhere in this task order, for award term CLINs, award terms are not "Options" until earned.

**NOTE 5: NOT SEPARATELY PRICED (NSP)**

The price for NSP Data items shall be included in the price of the corresponding Labor CLIN(s).

**B.1 TYPE OF ORDER**

This is a Level of Effort (term) type order.

Items in the 7xxx series are cost plus incentive fee type and NSP CLINs.

Items in the 9xxx series are cost only, excluding fee.

**B.2 ADDITIONAL CLINS**

Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to allow for additional SLINs as needed to accommodate the multiple types of funds that may be used under this Order.

These modifications will not change the overall level of effort or value of the task order.

**B.3 INCENTIVE FEE INSTRUCTIONS**

Note: Upon award, the successful Offeror's proposed Maximum and Minimum Incentive Fee and Target Fee percentages, if less than the solicitation stated thresholds, will be incorporated in FAR clause 52.216-10 INCENTIVE FEE in Section I.

The min fee shall be . The max fee shall not be greater than . fee shall not be greater than . Additionally, this target fee applies to all subcontractors when CPIF type subcontracts are proposed.

|                                  |   |                                  |                 |       |
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(1) The target cost, target fee amounts shall be based upon the actual level of effort the contractor provides. Average hourly rate is determined by including all allowable costs (including Cost of Money (COM), if applicable).

Fee/hour is calculated on cost less COM (if applicable). (If COM is proposed please add needed columns.)

**INCENTIVE FEE TABLE**

| Incentive Fee table |             |                    |                     |                  |                        |                    |                     |                  |                        |
|---------------------|-------------|--------------------|---------------------|------------------|------------------------|--------------------|---------------------|------------------|------------------------|
|                     |             | Hourly Rates       |                     |                  |                        | Totals             |                     |                  |                        |
| CLIN                | Qty (Hours) | Min Fee/Hrs (MinF) | Target Fee/Hrs (TF) | Max Fee/Hrs (MF) | Target Cost/Hrs (Rate) | Min Fee (Hrs*MinF) | Target Fee (Hrs*TF) | Max Fee (Hrs*MF) | Target Cost (Hrs*Rate) |
| 7000                |             |                    |                     |                  |                        |                    |                     |                  |                        |
| 7100                |             |                    |                     |                  |                        |                    |                     |                  |                        |
| 7200                |             |                    |                     |                  |                        |                    |                     |                  |                        |
| 7300                |             |                    |                     |                  |                        |                    |                     |                  |                        |
| 7400                |             |                    |                     |                  |                        |                    |                     |                  |                        |

(i) The CPIF target cost for CLIN 7000, and if exercised CLINS 7100 and 7200 and if earned CLINS 7300 and 7400 shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, corresponding to each CLIN by the target cost per hour (Target Cost/Hour (Rate)). The target cost per hour (Target Cost/Hour (Rate)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.

(ii) The CPIF target fee for CLIN 7000, and if exercised CLINS 7100 and 7200 and if earned CLINS 7300 and 7400 shall be determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs \* TF)) column of the INCENTIVE FEE TABLE above.

(iii) The share ratio for the CPIF portion of the fee structure is 70/30 (70% Government and 30% Contractor) for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the *final* target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order.

(iv) **Final Costs & Fees.** Actual resulting fee will be calculated at the end of the POP for each CLIN. Final cost and fee are shown in the following table.

| CLIN | Delivered Hrs | Actual Cost Per Hour | Actual Cost (A*B=C) | Final Target Incentive Fee | Incentive Fee Share Line Adjustment | Computed Incentive Fee (D+E=F) | Total (C+F=G) |
|------|---------------|----------------------|---------------------|----------------------------|-------------------------------------|--------------------------------|---------------|
| 7000 | A             | B                    | C                   | D                          | E                                   | F                              | G             |
| 7100 |               |                      |                     |                            |                                     |                                |               |
| 7200 |               |                      |                     |                            |                                     |                                |               |
| 7300 |               |                      |                     |                            |                                     |                                |               |
| 7400 |               |                      |                     |                            |                                     |                                |               |

**B.4 CLAUSES INCORPORATED BY FULL TEXT**

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

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

**HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

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.

**HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)**

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be 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, and shall be paid fee at the hourly rate specified above per man-hour performed and invoiced. Total fee(s) 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

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

(Applicable to CLIN 9000, if and to the extent Options are exercised and Award Terms are awarded, CLINs 9100 through 9400.)

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

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

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

(d) The Contractor shall not be reimbursed for the following:

(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.

**HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

This entire task order is cost reimbursable. The Labor CLINs are Cost Plus Incentive Fee (CPIF) and ODC CLINs are Cost Only.



|                                  |   |                                  |                 |       |
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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C.1 BACKGROUND

The Naval Surface Warfare Center, Dahlgren Division (NSWCDD) is an engineering, software development, and systems test and integration center for RDT&E components of the US Navy. The purpose of this acquisition is to provide calibration and repair support services for NSWCDD, Naval Surface Warfare Center, Indian Head Explosive Ordnance Disposal Technology Division (NSWC IHEODTD), and alternate DOD locations.

This is a performance-based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The quality and effectiveness of the services performed hereunder will be evaluated in accordance with the performance standards/acceptable quality and the evaluation methods described in Section E, Inspection and Acceptance, Quality Assurance Surveillance Plan.

### C.2 SCOPE

The operation and support services included in this acquisition will include Test, Measurement, & Diagnostic Equipment (TMDE) Calibration (C.4.1); TMDE Repair (C.4.2); and Calibration Lab Technical Documentation Management (C.4.3). More specifically, the contractor shall provide all personnel and necessary supervision required to operate an accredited Navy Repair/Calibration Facility at NSWCDD to include the following test and instrument calibration support services:

1. Calibration scheduling
2. Calibration of Test, Measurement, & Diagnostic Equipment (TMDE), including onsite calibration
3. Repair of TMDE (subject to prior review and approval by the COR)
4. Calibration Documentation
5. Equipment shipping and receiving
6. Pickup/delivery of test equipment
7. Operation of equipment receipt and issue desk
8. Procedures which establish and maintain a Navy certified and/or accredited Calibration Laboratory at NSWCDD
9. Sending equipment out to be calibrated and ordering parts, standards, and materials required by the calibration laboratory (subject to prior review and approval by the COR)
10. Calibration and/or Measurement training for NSWCDD, NSWC IHEODTD or other Government activities supported by NSWCDD.
11. Development of new Calibration/Measurement processes and procedures
12. Develop and maintain measurement uncertainty processes and procedures
13. Maintain NSWCDD, and NSWC IHEODTD calibration inventory database
14. Test measurements and parts/material inspection
15. Produce and send out NSWCDD calibration recalls
16. Produce Calibration Certificates and Reports of Calibration

This is a task order for the provision of services by the contractor. In accordance with law and policy and with the provisions of this order, contractor personnel shall perform as required by this order, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this order shall require,

|                                  |   |                                  |                 |       |
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among other things, the contractor to access and use Government owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government owned data. The contractor's use of and access to Government owned data shall neither constitute nor create any contractor rights in or license to such data; the only contractor permissions to use and access the data shall be those necessarily required by the contractor to perform the work herein. Rights in data constituting and contained in task order deliverables required by the Contract Data Requirements List (CDRL) shall be governed by the appropriate clauses.

All work performed shall be performed following applicable Navy plans, standards, policies, and processes. Deviations from these processes, policies and procedures are not authorized without advance approval by the Contracting Officer's Representative (COR).

### **C.3 APPLICABLE DOCUMENTS**

All required documents will be available for contractor access and reference at NSWCDD, Dahlgren, Virginia throughout the task order performance period.

The documents listed below provide a general overview of the standards utilized by this requirement.

NSWCDD INSTRUCTION 5092.1A, HAZARDOUS WASTE PROGRAM, 8 JULY 2013

NSWCDD INSTRUCTION 5110.01D, OCCUPATIONAL SAFETY AND HEALTH PROGRAM, 15 MARCH 2007

NSWCDD INSTRUCTION 5100.3A, NSWCDD WEIGHT HANDLING EQUIPMENT/MATERIAL HANDLING EQUIPMENT MANAGEMENT PROGRAMS, 8 FEBRUARY 2011

NAVSEAINST 4734.1B, NAVSEA TEST, MEASUREMENT AND DIAGNOSTIC EQUIPMENT (TMDE) AND CALIBRATION PROGRAMS

NAVSEA 04-4734B, NAVAL AND MARINE CORPS CALIBRATION LABORATORY AUDIT/CERTIFICATION MANUAL

ANSI/NCSL Z540-1-1994 - AMERICAN NATIONAL STANDARD FOR CALIBRATION - CALIBRATION LABORATORIES AND MEASURING AND TEST EQUIPMENT - GENERAL REQUIREMENTS

ISO/IEC 17025:2005 - GENERAL REQUIREMENTS FOR THE COMPETENCE OF TESTING AND CALIBRATION LABORATORIES

ISO/IEC Guide 98-3:2008, UNCERTAINTY OF MEASUREMENT – PART 3: GUIDE TO THE EXPRESSION OF UNCERTAINTY IN MEASUREMENT

NAVAIR 17-35FR-06, FACILITY REQUIREMENTS FOR NAVY CALIBRATION LABORATORIES

NAVAIR 17-35TR-4, REQUIREMENTS FOR PREPARATION OF INSTRUMENT CALIBRATION PROCEDURES

ANSI/NCSL Z540.3-2006 - REQUIREMENTS FOR THE CALIBRATION OF MEASURING AND TEST EQUIPMENT

### **C.4 TECHNICAL REQUIREMENTS**

#### **C.4.1 TMDE Calibration**

All calibrations shall be performed using Navy approved calibration procedures. If procedures are unavailable, there are issues with the current procedure, or there is additional equipment required for proper calibration, the contractor shall seek prior approval from the Contracting Officer Representative (COR) and prior to completing the appropriate CDRL.

The contractor shall use NAVSEA OD 45845, Metrology Requirements List (METRL) as the primary listing of calibration procedures. In the event an instrument does not have a calibration procedure listed in the METRL, or the

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procedure is not correct, the contractor shall write a Navy Calibration Problem Report (CPR), per CDRL A001 identifying the problem(s). In the event, the contractor cannot locate a procedure that meets the requirements of paragraph C.3, the contractor shall develop a Local Calibration Procedure in accordance with NAVAIR 17-35TR-4 (CDRL A002).

NSWCDD calibration lab test equipment and standards may not support all instruments that require calibration. The contractor shall identify any additional equipment that the government needed to supply to develop calibration and/or repair capability at the NSWCDD METCAL Lab. Upon final determination by the COR, the instrument will either be submitted to another calibration lab or the COR will give the contractor approval to purchase the required standards.

The contractor shall be responsible for gauging, inspection and acceptance testing of produced or provided parts or assemblies in accordance with measurement procedures.

The contractor shall maintain an average calibration turn-around-time of 14 days or less. Calibration turn-around-time is defined as the time elapsed between the date the instrument is received by the contractor for service and the date the service is completed and the instrument is ready to be reassigned to the Government. The contractor will also perform priority calibration services. Priority calibration service is defined as work performed ahead of all routine services. The priority date shall be input into MCMS and written on the Navy's Metrology and Calibration (METCAL) form. The contractor shall keep the Government apprised of all priority service status on a daily basis.

#### C.4.1.1 Calibration Labeling

The contractor shall attach a calibration label to each instrument calibrated. The calibration date, the date of next required calibration, technician number and lab code shall be printed or stamped on each calibration label. The date of the next calibration required shall be determined from the calibration interval specified in the Metrology Requirements List (METRL).

#### C.4.1.2 Temperature and Humidity Verification

The contractor shall be responsible for ensuring that the temperature and humidity are within tolerances specified in NAVAIR 17-35FR-06 prior to performing calibrations. If conditions are out of tolerance, the contractor shall obtain approval from the COR before proceeding with calibrations.

Each calibration room environmental parameters of temperature and humidity shall be continuously monitored, recorded and verified to be within the limits specified in NAVAIR 17-35FR-06. Records of environmental control (CDRL A003) shall be maintained for a period as specified in the laboratory Quality Manual. Charts and/or logbooks should be clearly marked and annotated with any relevant information when environmental conditions are out-of-tolerance.

#### C.4.1.3 Deviation Correction

The contractor shall correct all deviations from required performance specifications for all instruments that incorporate provisions for making such corrections. Manufacturers alignment procedures shall be used to bring instruments into specifications and the action shall be considered calibration.

The contractor shall provide written test results, per CDRL A004, for the calibrations of all instruments which are found to be out of calibration, do not incorporate provisions for correcting deviations from required performance specifications, and for all calibrations which written test results are specifically requested.

#### C.4.1.4 Metrology Support

The contractor shall provide metrology support services for test instrumentation, inspection, and measurement traceability. This effort may include instrumentation development, modifications and repair, and other tasks as necessary for test and range support activities and development of any associated documentation.

Specific tasks may include: attending test coordination meetings, assisting in receipt inspection of test hardware, pickup/delivery of test equipment, and repair and maintenance of instruments

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#### C.4.1.5 Navy Accredited Laboratory

The contractor shall maintain a Navy certified and/or accredited calibration laboratory.

#### C.4.1.6 Off-site Calibrations

The contractor shall obtain the COR and the customer's approval before sending any items off-site for calibration. The contractor shall ensure a funding number has been provided, for the work, before shipping any TMDE. The contractor shall identify to the COR the source of the subcontractor and the associated costs. Once the calibration is approved by the COR, the contractor shall, within 5 working days, provide the COR with a shipping number (i.e., UPS, Federal Express) for the subcontractor's services. Instruments shall not be placed in a delay status until the item is shipped to the subcontractor.

The contractor shall provide the COR with the status of all off-site calibration (CDRL A005).

#### C.4.2 TMDE Repair

Instruments assigned to the contractor for repair shall be restored to function within their required performance specifications. Instruments that require periodic calibration shall always be calibrated following repairs.

The contractor shall obtain the COR and customer's approval and funding information before attempting any repair.

A repair shall be judged unsatisfactory if the original malfunction is verified to persist or recurs less than 30 calendar days after the completion date of the repair that was made to correct the malfunction.

##### C.4.2.1 Manufacturer Warranty Items

Malfunctioning instruments that have manufacturers warranties in effect shall be returned to the manufacturer for repair unless other instructions are received from the COR.

Once returned, the contractor shall calibrate instruments that have been repaired under warranty by manufacturers.

##### C.4.2.2 Repair Troubleshooting and Diagnostic

The contractor shall provide the customer and COR with an estimate of man-hours and parts required to repair the instrument and the manufacturer's flat rate repair cost, for comparison (CDRL A005). The COR and customer shall again be notified if the man-hour and parts cost exceed 50% of the instruments acquisition cost. Once the costs are approved by the COR, the contractor shall order the parts or send the equipment to the manufacturer for repair within 5 working days.

The contractor shall include time spent troubleshooting an instrument as part of the repair hours. When an item is completed, the contractor shall add all repair hours worked for that item and enter the total into the METBENCH Calibration Management System (MCMS) database.

#### C.4.3 Calibration Lab Technical Documentation

Training on equipment to operate the databases will be supplied by the Government.

##### C.4.3.1 Quality Manual and Standard Operating Procedures

The contractor shall update and maintain the NSWCCD Quality Manual and Standard Operating Procedures (SOPs) to ensure the requirements of the order are provided as specified (CDRL A006).

##### C.4.3.2 Metrology Index Database

The contractor shall maintain the NSWCCD Metrology Index database used to maintain calibration requirements for equipment, calibrated at NSWCCD, that are not listed in the METRL.

##### C.4.3.3 Navy METBENCH Calibration Management System

The contractor shall be responsible for properly completing and maintaining all information required in the Navy METBENCH Calibration Management System (MCMS) for all equipment that is submitted to the contractor for

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service. When a calibration label on equipment is changed, the calibration status of the equipment in the inventory file of the MCMS database shall be changed. The contractor shall update the MCMS when new equipment arrives and when equipment is discarded or reassigned.

The contractor shall be responsible for a monthly review of the MCMS Database to determine which, NSWCDD items are due for calibration and providing a monthly recall report to the custodian of the equipment (CDRL A007).

The contractor shall be responsible for receiving equipment for calibration and repair services. The contractor shall provide the customer with a receipt and maintain a point-of-contact record for each item received (CDRL A008). The contractor shall be responsible for inputting all items received into the MCMS Calibration Database the same day the item is received. After the instrument is calibrated and the METCAL form completed; the customer shall be informed that the equipment is ready for pickup. When the contractor delivers the equipment back to the customer or upon customer pickup, the contractor shall enter the name of the person receiving the item into the MCMS database. If the item is not picked up by the customer within 30 working days from the MCMS completion date, the contractor shall notify the COR.

#### C.4.3.4 Calibration Lab Manuals

The contractor shall be responsible for maintaining, ordering and copying calibration procedures and manuals required to calibrate and/or repair instrumentation at the NSWCDD calibration lab. If the contractor does not have a required manual or procedure; the contractor shall contact the customer to see if the customer can provide the tech data. If the tech data is not received from the customer within 5 working days, the contractor shall notify the COR. The COR will make the decision to return the equipment back to the customer or approve the tech data to be purchased by the contractor. Upon approval by the COR, the contractor shall within 5 working days purchase the tech data. The contractor shall be responsible for developing calibration procedures to calibrate an item. All calibration procedures developed by the contractor shall be to the guidelines set forth in NAVAIR 17-35TR-4.

The contractor shall provide the COR with a monthly listing of all equipment awaiting tech data, a manual or calibration procedure, and a listing of all manuals being purchased (CDRL A005).

#### C.4.3.5 Statistical Process Control (SPC)

The contractor shall develop and maintain SPC charts for the following measurement areas: Vibration, Pressure, Temperature, Microwave, Mass, Force, Shock and Dimensional (CDRL A009).

#### C.4.3.6 Interlaboratory Comparison

The contractor shall participate in at least one calibration interlaboratory comparison per year. Of these, at least four interlaboratory comparisons must be in different measurement areas. The participation data and results shall be submitted per CDRL A009.

### C.5 CALIBRATION SOFTWARE

All computer software used in the calibration process shall be documented and adequate for use in accordance with guidelines set forth in paragraph C.3. All calibration software documentation produced by the contractor shall convey to the Government at the end of the task order (CDRL A013).

### C.6 OPERATION INSPECTION

The contractor shall be responsible for providing an inspection system that covers all the services listed in this performance work statement. The plan shall specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s)/alternates who will perform the inspection. The contractor shall develop and submit procedures covering operation inspection as part of the Quality Manual.

### C.7 OPERATION OF GOVERNMENT VEHICLES

Government provided vehicles will be used solely for the purposes as described in the Performance Work Statement. All drivers must present proof of a valid state driver's license prior to operating a government vehicle. The Government vehicles will only be used for transportation to G60 Range Sites where access is limited to

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Government Vehicles only.

## **C.8 SHIPPING/RECEIVING**

The contractor shall be responsible for shipping/receiving equipment and materials. The contractor is also responsible for all packaging required to perform the shipping function. Shipping and receiving may be performed at the NSWCD calibration facility. The contractor shall obtain the COR's approval before shipping any equipment or materials.

## **C.9 INVENTORY MANAGEMENT**

The contractor shall be responsible for maintaining accurate TMDE inventories of all Calibration lab equipment. The contractor shall develop and submit procedures covering Calibration lab equipment inventory as a part of the Quality Manual.

## **C.10 OTHER DIRECT COSTS (ODCs)**

### **C.10.1 Dahlgren Customer Site Calibration and Repair**

The contractor shall be responsible for non-laboratory (on-site) calibrations and repairs. Requests for non-laboratory services can be made by e-mail, telephone call, Meter Cards, METCAL forms or other Government provided forms. The contractor shall schedule non-laboratory services to accommodate the customer.

### **C.10.2 Alternate Location Calibration and Repair**

All travel under this effort must be requested of and authorized by the COR, in writing or by electronic mail. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. Travel costs shall be in accordance with FAR 31.205-46. It is estimated that travel to offsite destinations will be required during performance.

Anticipated travel locations include, but are not limited to:

- Patuxent River, MD
- IHEODTD Indian Head, MD
- Norfolk, VA
- Naval District Washington, DC

### **C.10.3 Transportation**

The contractor shall be responsible for providing transportation for personnel, instrumentation, parts, standards, manuals, procedures, etc. to and from local Dahlgren sites, NSWC IHEODTD and other sites as needed.

Shipment of instrumentation, parts, and standards shall utilize DD Form 1149, Requisition and Invoice/Shipping Document.

### **C.10.4 Materials and Equipment**

During the performance of this task order it may be necessary for the contractor to procure materials to respond to the mission requirements listed in the Performance Work Statement. This task order is issued under a services contract and the procurement of materials of any kind that are not directly related to and necessary for performance may be determined to be unallowable costs pursuant to FAR Part 31.

#### **C.10.4.1 Costs Expressly Not Allowed for Direct Charge**

The costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the task order. General purpose business expenses include but are not limited to the costs for items such as telephones and telephone charges, copy machines, word processing equipment, personal computers, and other office equipment and supplies.

#### **C.10.4.2 Materials**



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The types of items listed below are authorized for purchase upon the government identifying the need and once the Contractor has complied with approval requirements as stated in paragraph C.10.3.5 below.

- Cost associated with repair parts for existing TMDE
- TMDE calibration procedures, manuals, and standards
- Original equipment manufacturer (OEM) calibrations and repairs
- Commercial Calibration Activities (CCAs) calibrations and repairs
- Shipping charges for calibration and repairs
- Personal Protective Equipment
- Incidental shop supplies in direct support of PWS tasking.

Materials not fitting the descriptions listed in this section may not be purchased unless mutually agreed to by both the Government (PCO and COR) and contractor and subsequently added to the task order by modification.

#### C.10.4.3 Approvals

A purchase of materials below \$5,000 per individual item purchase may be executed with COR review and written approval. Advance PCO approval is not required.

A purchase of materials that exceeds \$5,000 per individual purchase may not be executed unless the COR reviews the proposed purchase and the PCO issues written approval.

Separate multiple purchases of amounts valued below those thresholds stated in this section shall not be submitted to circumvent the COR and PCO review and approval procedure. Splitting purchase requirements to defeat purchasing thresholds shall not be approved.

#### C.10.4.4 Procedure for Obtaining COR and CO Approval

To obtain COR and/or PCO approval, the contractor shall:

(a) Submit a written request for purchase of materials to the COR through e-mail. The COR shall review the request. If it is in accordance with C.4.2.2 above and requires PCO approval, the COR shall submit the request via the Contract Specialist to the PCO for review and approval.

(b) Minimum requirements for a written request for purchase are as follows:

- (1) Complete description of the material to be purchased
- (2) Quantity
- (3) Unit Cost and Total Cost
- (4) Estimated Delivery/Freight charges
- (5) Any associated service charges such as assembly, configuration, packing, etc.
- (6) An explanation of the need for the material
- (7) List the competitive quotes received from potential suppliers
- (8) The basis for the selection of the selected supplier
- (9) Explanation of the determination of price reasonableness regarding the selected supplier costs
- (10) If the procurement is sole sourced to a particular supplier or manufacturer, include the rationale for limiting the procurement to that supplier or manufacturer.

(c) Once the COR and/or CO have reviewed the request, the Government shall notify the contractor of the outcome. Issues or details may be discussed with the Contract Specialist acting on behalf of the CO until a final Government

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determination is made as to whether to approve, modify, or reject the purchase.

(d) The contractor shall to possess and maintain an adequate property control throughout performance.

#### C.10.3.6 Disposition of Materials

Upon completion of the period of performance, all material associated with this Order that is purchased by the contractor and not depleted during the performance of the Order shall become the property of the Federal Government. The contractor shall transfer all materials not depleted to the COR by way of a Material Inspection and Receiving Report (DD250).

### C.11 SKILLS AND TRAINING

The contractor shall be responsible for all training required by contractor personnel to competently and safely provide the services of this task order. All training costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements shall be borne by the contractor; however, the Government may make available other training such as quality control training and measurement training on an as required basis, as determined by the Government. Government provided training must be approved by the Contracting Officer prior to attendance. All training records shall be available for review by the government representative.

### C.12 CONTRACT MANAGEMENT

#### C.12.1 Progress and Status Reports

The contractor shall submit a monthly Contracting Officer's Management Report, per CDRL A0010.

#### C.12.2 Status Meetings

The project manager shall meet at least weekly with the Contracting Officer's Representative at NSWC Dahlgren to discuss the status of work being performed. The Contracting Officer or Contract Specialist may also be present.

### C.13 CONTROL OF CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of NAVSEA and NSWCDD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from task order performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Department of Defense Standards of Conduct.

### C.14 GOVERNMENT PROVIDED SPACES AND HOURS OF OPERATION

Government workspace will be provided for all contractor personnel at NSWCDD, Dahlgren VA, the worksite. Therefore, in accordance with Section B clause HQ B-2-0020 d (ii) of this order, the Contractor shall not be reimbursed for travel performed commuting to and from work.

Normal working hours shall not exceed eight hours during the period between 7:00 a.m. and 5:00 p.m. on all NSWCDD workdays, Monday through Friday. The contractor shall have someone available to receive, calibrate, repair and issue equipment to customers during the period between 7:00 a.m. and 4:00 p.m. on all NSWCDD workdays, Monday through Friday. The project manager shall be available on site during normal working hours and shall have full authority to act for the contractor on all contract matters relating to daily operations of this task order.

Additional hours may be required when program milestones warrant increased lab time and/or tasking. The contractor shall be expected to adjust his work schedule accordingly, while still maintaining the core hours except under special circumstances. If this is not possible, overtime hours may be considered. All overtime hours shall be requested in advance by the contractor and approved by the Government.

For capability planning, the contractor shall be responsible for providing the COR with a monthly projected work



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hour chart (CDRL A012) identifying the anticipated daily regular hours of work and overtime hours.

In accordance with SEA 5252.216-9122 Alt 1 - Level of Effort Clause Alternate I (May 2010), it is the Contracting Officer's determination that allowing alternative worksite arrangements is detrimental to task order performance; therefore, teleworking is not permitted.

### **C.15 GOVERNMENT FURNISHED INFORMATION (GFI)**

GFI may be provided.

### **C.16 SECURITY**

All on-site personnel assigned to the task order must possess at least a DoD SECRET Interim level security clearance.

The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances.

Access to classified spaces shall be in accordance with the attached DD Form 254. For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this order shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4. All technical and other data provided to and/or developed by the contractor shall be protected from public disclosure in accordance with the markings contained thereon. All information relating to the items to be delivered or services to be performed under this order may not be disclosed by any means without prior approval of the Contracting Officer and the COR.

#### **C.16.1 Information Security and Computer Usage**

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

#### **C.16.2 Portable Electronic Devices**

(a) Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCCD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with current PED policy. NSWCCD instruction defines PEDS as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDS include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPADS, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

(b) PEDs belonging to an external organization shall not be connected to NSWCCD networks or infrastructure without prior approval from the NSWCCD Information Assurance and Compliance Branch. This approval will be granted using the TARIS form and action tracker process.

(c) Personally owned hardware or software shall not be connected or introduced to any NSWCCD hardware, network or information system infrastructure.

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### C.16.3 Electronic Spillage

(a) Electronic spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc). The contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of the Government and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the contractor's performance rating. In the event that a contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the contractor.

(b) NSWCDD Command Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD254. Command Security will identify the contractor facility and contract number associated with all electronic spillages during the investigation that involve contractor support. Command Security will notify the Contracts Division with the contractor facility name and contract number, incident specifics and associated costs for cleanup. The Procuring Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

### C.17 NON-DISCLOSURE AGREEMENTS (NDAs)

NDAs may be utilized to allow for access to company sensitive and proprietary data. For tasks requiring NDAs, the contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

Contractor personnel may be required, from time to time, to sign non-disclosure statements/agreements as applicable to specific tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

### C.18 DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form. The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as "technical data" or "computer software") or the Government's and the Contractor's respective rights therein.

(b) Whenever technical data and/or computer software deliverables required by this order are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in and to such technical data and/or computer software must also be digitally included as part of the deliverable and on or in the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor's obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

(c) Digital delivery means (such as but not limited to Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as but not limited to "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this order, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or

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other restrictions expressly have been accepted in writing by the Procuring Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this task order.

### **C.19 ON-SITE ENVIRONMENTAL AWARENESS**

- (a) The contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.
- (b) The contractor shall ensure that each contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within 30 days of commencing task order performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.
- (c) The contractor shall ensure that each contractor employee not required to complete the training described in part (b) above (i.e., those who do not have and will not be issued a CAC) reads the NSWCDD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCDD website, [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office).
- (d) Within 30 days of commencing task order performance, the contractor shall certify by e-mail to their COR that the requirements captured by (b) and (c) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—(b) or (c) above--each employee has satisfied.
- (e) Contractor copies of the records generated by the actions described in (b) and (c) above will be maintained and disposed of by the contractor in accordance with SECNAVINST 5210.8D.

### **C.20 ON-SITE SAFETY REQUIREMENTS**

- (a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.
- (b) The contractor shall ensure that each contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at NSWCDD. This document is available at: [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)
- (c) The contractor shall provide each contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.
- (d) The contractor shall provide each contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.
- (e) Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010. Prior to bringing radioactive materials or machine sources on base, the contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.
- (f) Upon request the contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will 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 PPE or training will be required.
- (g) Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.
- (h) The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

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### **C.21 PHYSICAL SECURITY**

The contractor shall be responsible for safeguarding all Government property and facilities provided for contractor use. At the close of each work period, the contractor shall ensure that facilities, equipment and materials are secured.

The contractor shall maintain appropriate Government checkout sheets. Missing equipment or materials shall be reported in writing to the COR within 24 hours. The contractor shall develop and submit procedures covering physical security as part of the Quality Manual.

### **C.22 KEY CONTROL**

The contractor shall establish and implement controls to prevent the loss/misplacing of keys and use of keys by unauthorized personnel. No keys issued to the contractor by the Government shall be duplicated.

The contractor shall report the occurrence of a lost/misplaced key to the COR within 24 hours after the occurrence. The contractor shall replace, re-key or reimburse the Government for replacement of locks or re-keying as a result of the contractor losing keys.

### **C.23 CONTRACTOR IDENTIFICATION**

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

All contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from another contractor are present.

### **C.24 CONSERVATION OF UTILITIES**

The contractor shall be directly responsible for instructing employees in utilities conservation practices. The contractor shall be responsible for operation under conditions that preclude the waste of utilities, including inefficient use of lighting and uneconomical use of water.

### **C.25 CUSTODIAL SERVICE**

The Government will provide custodial services for office and laboratory space. The contractor shall be responsible for the daily cleanup of shop areas, tools, equipment and other items. Shop area clean-up is mandatory on a daily basis.

### **C.26 RECOGNIZED HOLIDAYS**

The contractor shall not provide service on the following days:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- July 4th
- Labor Day
- Columbus Day

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- Veterans Day
- Thanksgiving Day
- Christmas Day

### **C.27 MANDATORY REQUIREMENTS**

Offerors must meet all mandatory requirements at the time of proposal submission, or have an acceptable plan to meet the requirements by time of award. In addition, mandatory requirements must be maintained throughout the life of the order. The mandatory requirements are as follows:

Requirement 1: Security Clearance. All personnel shall possess a SECRET level security clearance at the time of award. Interim clearances are acceptable.

Requirement 2: Workforce Location. All Personnel shall be available to work on-site at the Naval Surface Warfare Center in Dahlgren, Virginia.

### **C.28 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS**

(a) The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. The Government will not direct the hiring, dismissal or reassignment of contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately in accordance with the clause 52.243-7.

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

### **C.29 POST AWARD MEETING**

A Post-Award Meeting will be conducted within 15 working days after award of the task order. The meeting will be held in Dahlgren, Virginia. The Contractor will be given at least five working-days' notice prior to the date of the meeting by the Contract Specialist. The requirement for a Post-Award Meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

A second post-award meeting may, if necessary, be held after receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the first invoice submission, in accordance with Section G clause HQ G-2-0009 Supplemental Instructions Regarding Electronic Invoicing (NAVSEA)(Sept 2012). The Contractor will be given at least five working-days' notice prior to the date of the meeting.

### **C.30 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this order via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are: (1) W, Lease/Rental of Equipment; (2) X, Lease/Rental of Facilities; (3) Y, Construction of Structures and Facilities; (4) S, Utilities ONLY; (5) V, Freight and Shipping ONLY.

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

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



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### **C.31 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current contract, the Offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during task order performance. The contractor shall provide notice within 14 days of receipt of any information that may indicate a potential OCI and how they shall mitigate this.

### **C.32 CLAUSES INCORPORATED BY FULL TEXT**

#### **HQ-C-1-0001 ITEMS 7X99 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

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

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

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

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

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

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

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

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

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

(a) The Contractor agrees to test for viruses all (a) computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

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

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

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

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

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

#### **HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)**

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

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

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this order shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this order. This exclusion does not apply to any re-competition for those systems, components, or services furnished pursuant to this order. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

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

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

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

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

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



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from this requirement.

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

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

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

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

#### **HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG1994)**

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

#### **Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE**

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

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

#### **Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS**

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

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

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## **SECTION D PACKAGING AND MARKING**

### **CLAUSES INCORPORATED BY FULL TEXT**

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

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

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

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

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

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

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

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

All Deliverables shall be packaged and marked IAW Best Commercial Practice

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E.1 PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES**

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.

(b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

### **E.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

E.2.1 This Quality Assurance Surveillance Plan (QASP) is a Government-developed and applied document used to make sure that systematic quality assurance methods are used in the administration of this performance-based task order. The intent is to ensure that the contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the contract. In addition, this QASP provides the specific criteria and process to be followed in determining whether to issue the award-term periods.

E.2.2 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/ quality levels identified in the Performance Work Statement (PWS) and the contractor's quality control plan (QCP), and to ensure that the Government pays only for the level of services received.

E.2.3 This QASP defines the roles and responsibilities of Government personnel involved in the evaluation of the quality of contractor performance, identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

### **E.3 AUTHORITY**

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

### **E.4 SCOPE**

E.5.1 The PWS structures the acquisition around “what” service or quality level is required, as opposed to “how” the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

E.4.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the contractor flexibility to continuously improve and innovate over the course of the Task Order as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

E.4.3 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor's own quality control plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Task Order regardless of whether the work is performed by contractor employees or by subcontractors. The contractor's QCP will set forth the staffing and procedures for self-inspecting

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the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the contractor's QCP.

E.4.4 The Government will assess performance using the methodology contained herein and the Contractor Performance Assessment Reporting System (CPARS) to determine how the contractor is performing against communicated performance objectives. CPARS assesses a contractor's performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. The QASP methodology and CPARS performance expectations will be addressed in the Government and contractor's initial post-award meeting. Potential sources of data may include, but are not limited to, the following:

- Status and progress reviews and reports
- Production and management reviews and reports
- Management and engineering process reviews (e.g. risk management, requirements management, etc.) and reports
- Cost performance reports and other cost and schedule metrics
- Other program measures and metrics such as:
- Measures of progress and status of resources
- Measures of deliverable timeliness and accuracy
- Measures of product quality and process performance
- External and sponsor feedback/comments and satisfaction ratings
- Systems engineering and other technical progress reviews
- Technical interchange meetings
- Physical and functional configuration audit
- Quality reviews and quality assurance evaluations
- Functional performance evaluations
- Subcontractor reports

E.4.5 A preliminary CPARS evaluation/rating will be accomplished. The purpose of this review is to determine whether the contractor is performing at least at a Satisfactory level for each area to be assessed using Table 1. This methodology will be utilized as an important factor in determining whether or not to exercise Option 1 and 2 under the Task Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

## **E.5 ROLES AND RESPONSIBILITIES**

### **E.5.1 Procuring Contracting Officer (PCO)**

E.5.1.1 An individual duly appointed with the authority to enter into (PCO) or administer (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this task order is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting Task Order. PCO's are designated via a written warrant, which sets forth limitations of their respective authority.

E.5.1.2 The PCO ensures performance of all necessary actions for effective contract administration, ensures compliance with the terms of the order, and safeguards the interests of the United States in the contractual relationship. It is the PCO that ensures the contractor receives impartial, fair, and equitable treatment under the Task Order. The PCO is ultimately responsible for the final determination of the acceptability of the contractor's performance.

### **E.5.2 Contract Specialist**

E.5.2.1 Assigned by the PCO to provide daily administration of the task order.

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E.5.2.2 Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

#### E.5.3 Contracting Officer's Representative (COR)

E.5.3.1 An individual appointed in writing by the PCO to act as his/her authorized representative to assist in technical administration of the Task Order. The COR is appointed in the Task Order award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the Task Order.

E.5.3.2 The COR is responsible for technical administration of the task order and assures proper surveillance of the contractor's technical performance. The COR provides QASP reports to the PCO.

E.5.3.3 The COR is not empowered to make any contractual commitments or to authorize any changes on the CO's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions will be referred to the PCO for action.

### **E.6 SCHEDULE**

The initial QASP evaluation will be finalized no later than the end of month eight (8) of the base period. QASP evaluations for the option periods and award terms shall follow the same schedule described in this section. In order to accomplish this, the following schedule applies:

E.6.1 Contractor Self-Assessment (written) due to the PCO and the COR no later than the end of month seven (7) of the period of performance based on the first six (6) months of support for the base period and each twelve (12) month period thereafter. Failure of the contractor to make a timely delivery will be viewed as the contractor's overall inability to comply with task order schedules.

E.6.2 COR Written Assessment due to the PCO no later than the end of week two (2) of month eight (8) of the period of performance.

E.6.3 Week four (4) of month eight (8) of the period of performance, the PCO will review the Contractor Self-Assessment and the COR Written Assessment, determine an overall performance rating for the period, and provide a copy to the contractor.

E.6.4 Interim Evaluation – The COR can provide feedback to the PCO at any time during the period of performance. The PCO will provide this feedback to the Contractor upon receiving it, if the feedback indicates that the Contractor is not meeting the acceptable performance standards as defined herein.

E.6.5 Degradation of Performance - If following a favorable evaluation, the Government experiences a serious degradation in the overall quality of performance, the PCO has the unilateral right to repeat the evaluation process during the remaining period of performance.

### **E.7 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS**

E.7.1 Table 1 below provides the overall performance ratings. The Award Term Clause and Award Term Plan section provides the Award Term Incentive Objectives. Table 2 provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

E.7.2 The required performance standards and quality levels are included in Table 1, "Performance Standards". If the contractor meets the required service or performance level, the contractor will receive positive preliminary QASP and CPARS ratings. If the contractor fails to meet the required performance level, the result will be negative QASP and CPARS ratings.

E.7.3 If the contractor fails to meet the required performance level based on the preliminary review conducted, the Government may not exercise the next Option period under the Task Order. "Meeting the required performance level" means that the contractor must receive at least a Satisfactory rating (see Table 1) for each of the five (5) major elements that are evaluated (Task Performance, Staffing, Customer Satisfaction, Management Performance, and Cost Management and Efficiency) for the performance period being evaluated.

E.7.4 Periods 3 and 4 are Award Terms (see Award Term Clause and Award Term Plan). In order for an Award Term to be issued, the contractor must have achieved at least a Very Good rating for three of the five major elements and

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not less than a Satisfactory for the remaining two major elements.

E.7.5 The PCO will make an Award Term incentive determination for Terms 3 and 4 prior to the end of each preceding evaluation period. The determination will be based on the COR's recommendation, and any other information deemed relevant by the PCO.

## **E.8 METHODOLOGIES TO MONITOR PERFORMANCE**

### **E.8.1 Surveillance Techniques**

In an effort to minimize the performance management burden, simplified surveillance methods will be used by the Government to evaluate contractor performance when appropriate. The Government will use the following methods of surveillance:

- Random monitoring
- 100% Inspection
- Periodic Inspection
- Customer Feedback

### **E.8.2 Customer Feedback**

E.8.2.1 The contractor is expected to establish and maintain professional communication between its employees and customers at all levels. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

E.8.2.2 Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the PCO, as opposed to the contractor.

E.8.2.3 Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints, investigate and work with the PCO and contractor to resolve the issue.

E.8.2.4 Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

## **E.9 QUALITY ASSURANCE**

### **E.9.1 The Performance Management Feedback Loop**

The performance management feedback loop begins with the communication of expected outcomes. Performance standards and performance monitoring techniques are expressed in Table 1.

### **E.9.2 Monitoring System**

The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using the methodology described herein. Interim evaluations will be done in accordance with paragraph 5.0 as input to Option Exercise determinations. Formal CPARS evaluations will be conducted on an annual basis.

**Table 1 – Overall Performance Rating**

| <b>Overall Performance Rating</b> | <b>Standard</b>   |
|-----------------------------------|---|
| Excellent                         | Performance meets contractual requirements and exceeds many requirements to the Government's benefit. |
| Very Good                         | Performance meets contractual requirements and exceeds some to the Government's benefit.              |



|                |   |
|----------------|---|
| Satisfactory   | Performance meets contractual requirements.   |
| Marginal       | Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet implemented satisfactory corrective measures. |
| Unsatisfactory | Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are ineffective.  |

**Table 2 – Task Performance Evaluation Criteria and Standards**

| Element                    | Unsatisfactory  | Marginal   | Satisfactory   | Very Good  | Excellent   |
|----------------------------|---|--|--|--|---|
| <b>I. Task Performance</b> |   |  |  |  |   |
| Deliverable<br>Timeliness  | Calibration Data deliverables received 85% on schedule.<br><br>All calibration items have an average monthly Turn-Around-Time of 23 days or greater | Calibration Data deliverables received 90% on schedule.<br><br>All calibration items have an average monthly Turn-Around-Time of 22 days or less | Calibration Data deliverables received 95% on schedule.<br><br>All calibration items have an average monthly Turn-Around-Time of 18 days or less                   | Calibration Data deliverables received 98% on schedule.<br><br>All calibration items have an average monthly Turn-Around-Time of 14 days or less.                  | Calibration Data deliverables received 100% on schedule.<br><br>All calibration items have an average monthly Turn-Around-Time of 10 days or less.                |
| Quality                    | 0.3% or more of the TMDE Calibrations, calibration reports or inputs into NAVSEA's MCMS database are not in accordance with NAVSEA requirements.    | 99.7% of TMDE Calibrations, calibration reports and inputs into NAVSEA's MCMS database are in accordance with NAVSEA requirements.               | 99.8% of TMDE Calibrations, calibration reports and inputs into NAVSEA's MCMS database are in accordance with NAVSEA and ISO/IEC 17025 accreditation requirements. | 99.9% of TMDE Calibrations, calibration reports and inputs into NAVSEA's MCMS database are in accordance with NAVSEA and ISO/IEC 17025 accreditation requirements. | 100% of TMDE Calibrations, calibration reports and inputs into NAVSEA's MCMS database are in accordance with NAVSEA and ISO/IEC 17025 accreditation requirements. |
| Offsite Calibration        | More than 15% of the products that require outside Calibration and/or repair are not shipped by the required date.                                  | 85% of the products that require outside Calibration and/or repair are shipped by the required date.   | 90% of the products that require outside Calibration and/or repair are shipped by the required date.   | Contractor Ships 95% of the items that cannot be repair and/or calibrated at NSWCCD METCAL Lab to a NAVSEA approved Lab within the task order 5 day requirement.   | Contractor Ships 100% of the items that cannot be repair and/or calibrated at NSWCCD METCAL Lab to a NAVSEA approved Lab within the task order 5 day requirement. |
| MCMS Data Entry            | More than 2% of the products received are not inputted into NAVSEA's MCMS database within 1 business day.   | 98% of the products received are inputted into NAVSEA's MCMS database within 1 business day.   | 99% of the products received are inputted into NAVSEA's MCMS database within 1 business day.   | 99.5% of the Items received for calibration are inputted into NAVSEA's MCMS database within 1 business day.  | 100.% of the Items received for calibration are inputted into NAVSEA's MCMS database within 1 business day.   |

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|--|--|--|---|--|---|
| Maintain a Navy certified Calibration Laboratory | Internal and external calibration lab audits, and management reviews are not completed in accordance with NAVSEA requirements.   | 100% of external calibration lab audits are completed in accordance with NAVSEA requirements.<br><br>Internal calibration lab audits, and management reviews are not completed in accordance with NAVSEA requirements.                             | 100% of internal and external calibration lab audits, and management reviews are completed in accordance with NAVSEA requirements.  | 100% of internal and external calibration lab audits, and management reviews are completed in accordance with NAVSEA requirements.<br><br>The lab receives at least one commendable observation during external calibration lab audits,              | 100% of internal and external calibration lab audits, and management reviews are completed in accordance with NAVSEA requirements.<br><br>The lab receives at least one commendable observations during external calibration lab audit and receives less than 10 non-conformances |
| METCAL Documentation                             | 69% or more of METCAL Software, Quality Manual, LCPs, LCGs, SOPs, CPRs, and QA documentation are not completed in accordance with NAVSEA requirements<br><br>2% of the items calibrated do not have all of the required paper work completed within 5 business days. | 70% of METCAL Software, Quality Manual, LCPs, LCGs, SOPs, CPRs, and QA documentation are completed in accordance with NAVSEA requirements<br><br>99% of the items calibrated have all of the required paper work completed within 5 business days. | 80% of METCAL Software, Quality Manual, LCPs, LCGs, SOPs, CPRs, and QA documentation are completed in accordance with NAVSEA requirements<br><br>99% of the items calibrated have all of the required paper work completed within 5 business days.  | 90% of METCAL Software, Quality Manual, LCPs, LCGs, SOPs, CPRs, and QA documentation are completed in accordance with NAVSEA requirements<br><br>100% of the items calibrated have all of the required paper work completed within 5 business days.  | 100% of METCAL Software, Quality Manual, LCPs, LCGs, SOPs, CPRs, and QA documentation are completed in accordance with NAVSEA requirements<br><br>100% of the items calibrated have all of the required paper work completed within 1 business day.                               |
| <b>II. Staffing</b>                              |  |  |   |  |   |
| Staffing   | Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.   | Contractor provides marginally qualified personnel. Lapses in coverage occur more than occasionally.   | Contractor provides qualified personnel.<br><br>Lapses in coverage occur occasionally and are successfully managed by the Contractor to minimize impact on timeliness or quality.<br><br>New/and or substitute resumes are submitted IAW task order | Contractor provides a mix of qualified and highly qualified personnel.<br><br>Lapses in coverage are rare and are successfully managed by the Contractor with no impact on timeliness or quality.<br><br>New/and or substitute resumes submitted IAW | Contractor provides highly qualified personnel.<br><br>Lapses in coverage are rare and are successfully managed by the Contractor with no impact on timeliness or quality.<br><br>New/and or substitute resumes submitted IAW task order  |



|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  | requirements.  | task order requirements.   | requirements.  |
| <b>III. Customer Satisfaction</b>          |  |  |  |  |  |
| Customer Satisfaction                      | Fails to meet customer expectations  | Contractor occasionally fails to meet customer expectations.   | Meets customer expectations.   | Routinely meets or occasionally exceeds customer expectations.   | Exceeds customer expectations  |
| <b>IV. Management Performance</b>          |  |  |  |  |  |
| Problem Resolution                         | Problems are unresolved, repetitive, or take excessive Government effort to resolve.   | Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.  | Problems are resolved quickly with minimal Government involvement.   | Problems occur infrequently and are generally resolved quickly with minimal Government involvement.  | Problems are non-existent or the Contractor takes corrective action without Government involvement.  |
| Responsiveness                             | Contractor's management is unresponsive to Government requests and concerns.   | Contractor's management is occasionally unresponsive to Government requests and concerns.  | Contractor's management is responsive to Government requests and concerns.   | Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.  | Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.  |
| Communication                              | Contractor fails to communicate with Government in an effective and timely manner.   | Contractor frequently fails to communicate with Government in an effective and timely manner.  | Contractor occasionally fails to communicate with Government in an effective and timely manner.  | Contractor routinely communicates with Government in an effective and timely manner and is frequently proactive in managing communications.  | Contractor takes proactive approach such that communications are almost always clear, effective and timely.  |
| <b>V. Cost Management &amp; Efficiency</b> |  |  |  |  |  |
| Cost Management & Reporting                | <p>Contractor regularly experiences cost overruns.</p> <p>Cost reports and invoices are late and contain errors. Supporting detail is missing or incomplete.</p> <p>Subcontractor invoices are rarely paid in a timely manner.</p> | <p>Contractor may experience occasional cost overruns.</p> <p>Cost reports and invoices are occasionally late and/or contain errors. Supporting detail contains occasional errors.</p> <p>Subcontractor invoices are not paid in a timely manner. SB subcontractor invoices are not expedited.</p> | <p>Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used in cost-effective manner.</p> <p>Cost reports and invoices are timely, accurate, complete and clearly written. All supporting detail is provided.</p> <p>Subcontractor</p> | <p>Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences occasional cost underruns. Funds and resources used in cost-effective manner.</p> <p>Cost reports and invoices are timely, accurate, complete and clearly written. All supporting detail</p> | <p>Contractor often completes the effort at lower than estimated costs. Funds and resources used in a most cost-effective manner.</p> <p>Cost reports and invoices are timely, accurate, complete and clearly written. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely</p> |

|                         |  |   |  |  |   |
|-------------------------|--|---|--|--|---|
|                         |  |   | invoices are paid in a timely manner. SB subcontractor invoices are expedited.   | is provided. Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.  | manner. SB subcontractor invoices are expedited.  |
| Other Direct Cost (ODC) | ODCs are not accurately or timely reported or invoiced. Errors are not quickly corrected.<br><br>Does not comply with task order requirements for ODC authorizations.<br><br>Burdened unit costs usually higher than proposed. | ODCs are occasionally not reported or invoiced in timely manner. Errors not consistently corrected in a timely manner.<br><br>Occasionally does not comply with authorization requirements in task order.<br><br>Burdened unit costs are frequently higher than proposed. | ODCs are accurately and timely reported and invoiced. Any errors noted are quickly corrected.<br><br>Contractor complies with task order requirements for ODC authorization 96% of the time.<br><br>Burdened unit costs are rarely higher than proposed. | ODCs are accurately and timely reported and invoiced. Errors are rare and quickly corrected.<br><br>Contractor complies with task order requirements for ODC authorization 98% of the time.<br><br>Burdened unit costs are occasionally lower than proposed. | ODCs are accurately and timely reported and invoiced.<br><br>Contractor complies with task order requirements for ODC authorization 100% of the time.<br><br>Burdened unit costs are often lower than proposed. |

## E.10 AWARD TERM PLAN

### E.10.1 Introduction

The QASP is the basis for evaluating of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO) who is the PCO. The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described in the Section E, Quality Assurance Surveillance Plan (QASP). All TDO/PCO decisions regarding the award-term evaluation and the nature and success of the contractor's performance—are final and not subject to dispute. The award term will be provided to the contractor through unilateral modifications as determined by the TDO.

### E.10.2 Organization

The award-term organization includes the PCO/TDO, the Contract Specialist, and the COR.

### E.10.3 Responsibilities

The responsibilities of the award-term organization are as specified in paragraph E.6 of the QASP.

### E.10.4 Award-term Processes

(a) Award-Term Evaluation. Evaluation results will be based on the contractor's performance during each evaluation period.

(b) Evaluation Criteria. Any changes to award term evaluation criteria may be proposed by either party and shall be made only by bilateral modification to the QASP.

(c) Informal Interim Evaluation Process. The PCO may provide informal interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The PCO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.

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(d) End-of-Period Evaluations. The "end of period" evaluation to determine whether the first award term (CLIN 7300) will be awarded shall occur in Option 2 in accordance with the schedule in paragraph E.6.5 of the QASP. The "end of period" evaluation for the second award term (CLIN 7400) shall also be in accordance with the QASP schedule.

#### E.10.5 Award Term Plan Change Procedures

Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

### **E.11 CLAUSES INCORPORATED BY FULL TEXT**

#### **HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

#### **HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES**

Items 9000 - 9400 - Inspection and acceptance shall be made at destination by a representative of the Government.

#### **HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

Items 7000 – 7499 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

|      |                      |
|------|----------------------|
| 7000 | 2/1/2016 - 1/31/2017 |
| 7100 | 2/1/2017 - 1/31/2018 |
| 9000 | 2/1/2016 - 1/31/2017 |
| 9100 | 2/1/2017 - 1/31/2018 |

### F.1 CLIN - DELIVERIES OR PERFORMANCE

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

|      |                      |
|------|----------------------|
| 7000 | 2/1/2016 - 1/31/2017 |
| 7099 | 2/1/2016 - 1/31/2017 |
| 9000 | 2/1/2016 - 1/31/2017 |

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

|      |                      |
|------|----------------------|
| 7100 | 2/1/2017 - 1/31/2018 |
| 7199 | 2/1/2017 - 1/31/2018 |
| 9100 | 2/1/2017 - 1/31/2018 |
|      |                      |
| 7200 | 2/1/2018 - 1/31/2019 |
| 7299 | 2/1/2018 - 1/31/2019 |
| 9200 | 2/1/2018 - 1/31/2019 |

The periods of performance for the Award Term Items are as follows:

|      |                      |
|------|----------------------|
| 7300 | 2/1/2019 - 1/31/2020 |
| 7399 | 2/1/2019 - 1/31/2020 |
| 9300 | 2/1/2019 - 1/31/2020 |
|      |                      |
| 7400 | 2/1/2020 - 1/31/2021 |
| 7499 | 2/1/2020 - 1/31/2021 |
| 9400 | 2/1/2020 - 1/31/2021 |

Services to be provided hereunder will be provided at NSWC Dahlgren.

### F.2 CLAUSES INCORPORATED BY REFERENCE

52.242-15Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

52.247-34 F.O.B. Destination NOV 1991

### F.3 CLAUSES INCORPORATED BY FULL TEXT

#### HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

|                                  |   |                                  |                  |       |
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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G.1 ACCOUNTING DATA**

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

### **G.2 CONSENT TO SUBCONTRACT**

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

The following subcontractors are approved on this Task Order:

- TTSI (Tatitlek)

### **G.3 8(a) TASK ORDER/TASK ORDER MODIFICATION DISTRIBUTION**

In accordance with the Memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration (SBA), the successful Offeror shall provide their cognizant SBA district office with a copy of the executed Task Order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

### **G.4 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

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

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

### **G.5 CLAUSES INCORPORATED BY REFERENCE**

252.204-0002 Line Item Specific: Sequential ACRN Order SEP 2009

### **G.6 CLAUSES INCORPORATED BY FULL TEXT**

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

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

Cost Voucher

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

Destination (N00178)

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

Routing Data Table

| <i>Field Name in WAWF</i>  | <i>Data to be entered in WAWF</i> |
|----------------------------|-----------------------------------|
| <b>Pay Official DoDAAC</b> | HQ0339                            |
| <b>Issue By DoDAAC</b>     | N00178                            |
| <b>Admin DoDAAC</b>        | S4801A                            |
| <b>Inspect By DoDAAC</b>   | Not Applicable                    |
| <b>Ship To Code</b>        | Not Applicable                    |
| <b>Ship From Code</b>      | Not Applicable                    |

|                                  |   |                                  |                  |       |
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|                                  |                |
|----------------------------------|----------------|
| <b>Mark For Code</b>             | Not Applicable |
| <b>Service Approver (DoDAAC)</b> | N00178         |
| <b>Service Acceptor (DoDAAC)</b> | Not Applicable |
| <b>Accept at Other DoDAAC</b>    | Not Applicable |
| <b>LPO DoDAAC</b>                | Not Applicable |
| <b>DCAA Auditor DoDAAC</b>       | HAA021         |
| <b>Other DoDAAC(s)</b>           | Not Applicable |

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

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

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact: [DLGR NSWC WAWF@navy.mil](mailto:DLGR_NSWC_WAWF@navy.mil).

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

**HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

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

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

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

Procuring Contracting Officer (PCO):

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

Contract Specialist:

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

Administrative Contracting Officer (ACO)

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

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

Accounting Data

| SLINID | PR Number       | Amount |
|--------|-----------------|--------|
| 700001 | 130054523000001 |        |
| LLA :  |                 |        |



|                                  |   |                                  |                  |       |
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AA 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003240342  
 AWARD: INCREMENTAL FUNDING

900001 1300545230000001  
 LLA :  
 AA 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003240342  
 AWARD - INCREMENTAL FUNDING

BASE Funding  
 Cumulative Funding

MOD 01 Funding  
 Cumulative Funding

MOD 02

700002 130058886300001  
 LLA :  
 AB 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003561808

900002 130058886300001  
 LLA :  
 AB 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003561808

MOD 02 Funding  
 Cumulative Funding

MOD 03

700003 130061205000001  
 LLA :  
 AC 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003742508

710001 130061412500001  
 LLA :  
 AC 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003758262

910001 130061412500001  
 LLA :  
 AD 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003758262

MOD 03 Funding  
 Cumulative Funding

|                                  |   |                                  |                  |       |
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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 GENERAL TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Performance Work Statement (PWS), the Government desires key and non-key personnel with the appropriate experience and professional qualifications. The key personnel qualification levels are considered desired qualifications for those individuals whose resumes are submitted for evaluation with the proposal.

Education and professional qualifications include formal education degrees, honors, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the contractor's qualifications and abilities to perform the order. For each Key Labor Category, formal education qualifications are cited, as appropriate to the requirements of the Labor Category, to establish professional credentials from which applied experience is founded.

Technical experience with Navy calibration is preferred, however all experience in the field will be considered and assessed for applicability.

All personnel must be able to obtain a secret clearance and read, write, and speak English proficiently. In addition, individuals should possess a basic level of Microsoft Office experience.

Key Personnel qualification levels are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels for key personnel are considered to be minimums for any growth beyond those individuals initially proposed.

### H.2 KEY PERSONNEL LABOR CATEGORY DESIRED QUALIFICATIONS

#### Project Manager

Education - A Bachelor's degree from an accredited college or university in an engineering, computer science, mathematics, or physical science; or completed a PMEL training program or equivalent training from an accredited school.

Technical Experience - Five years of a demonstrated knowledge base and subject matter expertise relevant to specific technical disciplines of the PWS, knowledge of calibration inventory and recall schedules, knowledge of calibration processes and requirements, and experience with NAVSEA 04-4734 (or equivalent) and ANSI/ISO/IEC 17025:2005 accreditation. Experience troubleshooting technical issues, writing/updating calibration procedures, writing a quality control plan, creating Statistical Process Control (SPC) charts, documenting calibration uncertainty budgets, maintaining calibration traceability, and preparing calibration reports and/or certificates.

Management Experience - 5 years of management experience. Demonstrated experience and the ability to manage projects including acting as the primary point of contact for contractor's tasking. This includes providing administrative oversight, consulted with users to reduce costs and maximize efficiency in achieving the stated requirements, coordinating planning and execution of multiple concurrent activities, and ensuring all activities conform to the terms and conditions of the task order.

#### Metrology Engineer

Education – A Bachelor's degree from an accredited college or university in an engineering, computer science, mathematics, or physical science

Technical Experience: 5 years of work-related experience demonstrating a technical understanding of work identified in the PWS. Specific technical experience includes the following:

- Knowledge of the Navy Metrology and Calibration (METCAL) Program and ANSI/ISO/IEC 17025:2005 accreditation.
- Preparing a variety of metrology directives, including: Instrument Calibration Procedures (ICP), Metrology Engineering Reports, Quality Manual, and Standard Operating Procedures (SOPs).
- Conducting engineering investigations/evaluations, calculations, and preparing final designs of measurement

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systems.

- Communicating and coordinating with local personnel, commercial calibration labs, and the National Institute of Standards and Technology (NIST) to maintain and improve calibration lab capabilities.
- Providing metrology technical advice, engineering services and calibration support .
- Developing computer programs to automate calibration calculations and measurements.
- Documenting computer hardware and software configurations in accordance with ANSI/ISO/IEC 17025:2005
- Documenting uncertainty budgets to properly account for calibration and testing error sources.

### **H.3 NON-KEY LABOR CATEGORY MINIMUM QUALIFICATIONS**

The contractor shall provide non-key personnel who meet or exceed the minimum qualifications provided below. Prior to charging non-key personnel labor to this order, the contractor shall provide written certification stating the individual's name, labor category, and certification that the individual meets or exceeds the minimum qualifications of the labor category. This written certification shall be made by email to the Contract Specialist and the COR.

#### Engineering Technician I

Education - No degree required.

Technical Experience - One year of work-related experience demonstrating a technical understanding of work identified in the PWS. Specific technical experience includes:

- Assembling or installing equipment or parts requiring simple wiring, soldering, or connecting.
- Performing simple or routine tasks or tests; operating and adjusting simple test equipment; recording test data.
- Gathering and maintaining specified databases and records.
- Performing computations by substituting numbers in specified formulas.
- Receiving test requirements/information from customers.

#### Engineering Technician II

Education - No degree required.

Technical Experience - Three years of work-related experience demonstrating a technical understanding of work identified in the PWS. Specific technical experience includes:

- Following specific instructions to perform simple or standard calibrations.
- Conducting a variety of calibration tests using established methods, adjusting and operating equipment, recording test data, and pointing out deviations resulting from equipment malfunction or observational errors.
- Extracting engineering data from various prescribed but non-standardized sources, processing the data following well-defined methods, and preparing CPRs, calibration reports and/or certificates.
- Understanding the calibration process and requirements.
- Using automatic calibration systems.
- Experience in the calibration and aligning of TMDE.
- Knowledge of electronic or physical/dimensional calibration principles and calibration traceability.

#### Engineering Technician III

Education - No degree required.

Technical Experience - Five years of work-related experience demonstrating a technical understanding of work identified in the PWS. Specific technical experience includes:

- Conducting various calibration tests using automatic calibration systems which may require minor modifications in procedures as well as subjective judgments in measurement, selecting, preparing, and operating test equipment and records test data.
- Extracting and compiling a variety of engineering data; processing data; preparing CPRs, calibration reports and/or certificates; and selecting methods of data presentation.
- Developing and documenting test or calibration uncertainties,
- Writing calibration procedures based on manufacturer's specifications.
- Understanding the calibration and metrology laboratory process requirements to ensure the lab and quality

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- manual meet ISO/IEC 17025:2005 and NAVSEA 04-4734 (or equivalent)
- Knowledge of calibration inventory and recall schedules
- Knowledge of electronic or physical/dimensional calibration principles and calibration traceability.

#### Engineering Technician IV

Education - Associates Degree or higher from an accredited college or university in an engineering, computer science, mathematics, or physical science; or 6 – 8 weeks of PMEL School; or 4 - 6 weeks Original Equipment Manufacturer provided training.

Technical Experience - Eight years of a demonstrated knowledge base and subject matter expertise relevant to specific technical disciplines of the PWS. Specific technical experience includes:

- Conducting non-routine tests or calibrations requiring selection and adaptation/modification of a wide variety of critical test equipment and test procedures, preparing and operating equipment, recording data, measuring and recording problems of significant complexity that sometimes require resolution at a higher level, and analyzing data and preparing test reports.
- Conducting various calibration tests using automatic calibration systems which may require major modifications in procedures as well as subjective judgments in measurement, selecting, preparing, and operating test equipment.
- Extracting and compiling a variety of engineering data; processing data; preparing CPRs, calibration reports and/or certificates; and selecting methods of data presentation.
- Developing and documenting test or calibration uncertainties and Statistical Process Control (SPC) charts.
- Interpreting, selecting, and extending pertinent precedents or guides relating to precision RDT&E measurement techniques.
- Applying mathematical tools and process to solve a variety of highly complex measurement problems.
- Utilizing analysis and problem solving techniques to perform complex measurement and evaluation work.
- Operating Dimensional Inspection equipment such as Coordinate Measuring Machine (CMM), Hardness Testers, Optical Comparator, Precision Height gages, or Microwave measurement equipment
- Writing calibration procedures based on manufacturer's specifications.
- Understanding the calibration process and requirements to ensure the lab and quality manual meet ISO/IEC 17025:2005 and NAVSEA 04-4734

#### **H.4 LABOR TRIPWIRE JUSTIFICATION**

(a) The Contractor shall advise the COR and the Contract Specialist, by e-mail, if the pending addition of any individual (Key or non-Key) will be at fully burdened average labor rate (including pass-through and/or target fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until the contractor is advised by the Contract Specialist that the request has been approved.

(b) The Contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order/Technical Instruction. If the individual is a subcontractor or consultant, the rate build-up shall include the prime contractor's pass through rate.

(c) Currently, the fully burdened average labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (prime, subcontractor, or consultant) will work. The contractor will be advised of any changes to this tripwire level that occur during performance. All Fully Burden Average Labor Rate of \$156/hour or greater shall require the COR and the PCO's review and written approval.

#### **H. 5 SAVINGS INITIATIVES**

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

(a) Annual Labor Escalation: During OY1 and AT1 only for non-SCA employees

(b) Maximum Pass-Thru Rate:

(c) Lower Target and/or Minimum Fee rates other than those reflected in the solicitation: N/A

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(d)Maximum Target Fee:

(e) The Government also strongly encourages the prime contractor to eliminate “double pass-thru” costs by avoiding second tier subcontractors/consultants during performance and where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of :

- (1) the prime contractor’s pass-thru rate under this order or
- (2) the subcontractor’s Seaport-e pass-thru rate where the subcontractor is also a prime contractor under Seaport-e.

**H.6 CLAUSES INCORPORATED BY FULL TEXT**

**5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)**

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

The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.

| CLIN | Total Man Hours | Compensated | Uncompensated |
|------|-----------------|-------------|---------------|
| 7000 |                 |             |               |
| 7100 |                 |             |               |
| 7200 |                 |             |               |
| 7300 |                 |             |               |
| 7400 |                 |             |               |

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately (Offeror to fill-in) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any

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additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 0% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

#### **5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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

| <b>Allotment of Funds</b> |                         |                        |             |                          |
|---------------------------|-------------------------|------------------------|-------------|--------------------------|
| <b>CLIN</b>               | <b>Allotted to Cost</b> | <b>Allotted to Fee</b> | <b>CPIF</b> | <b>Est Funds Through</b> |
| 7000                      |                         |                        |             | 1/31/2017                |
| 7100                      |                         |                        |             | 7/30/2017                |



|                                  |   |                                  |                  |       |
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|               |  |  |  |  |
|---------------|--|--|--|--|
| 9000          |  |  |  |  |
| 9100          |  |  |  |  |
| <b>Totals</b> |  |  |  |  |

\*The above table will be updated per funding modification

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

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

#### **5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

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

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

#### **Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED**

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

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

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

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

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

(d) TRIPWIRE NOTIFICATION: If the employee is a current employee of the contractor (or a subcontractor), the fully burdened hourly rate that will be invoiced under the order shall be provided. If the labor rate to be invoiced for the individual will exceed any Navy labor rate tripwire for service contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's addition to the task order. The COR will provide the current Navy labor rate tripwire information upon request.

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

All resumes submitted under this contract shall be provided in the following format.



|                                  |   |                                  |                  |       |
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(a) COMPLETE NAME

(b) TASK ORDER LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total hours. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE PER JPAS

(g) CURRENT WORK LOCATION

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

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

Name of Employer; X years X mos.; Month/Year - Month/Year; Position Title

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

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

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

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

(j) EDUCATION -- Show all post-secondary as follows:

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

If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work experience(s) shall be described at the level of detail discussed above or it may not be evaluated. Experience cited as a substitute for the degree qualification may not also be credited toward fulfillment of labor category experience requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for **NSWCDD Task Order N00178-14-D-7295-0006 by GeoNorth, LLC** and intend to make myself available to work under any resultant contract to the extent proposed."

-----  
Employee Signature and Date

-----  
Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

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

**Ddl H-40 FUNDING PROFILE**

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

| <b>Funding Profile</b> |                                 |                              |                             |                              |                             |                         |
|------------------------|---------------------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|-------------------------|
| <b>CLIN</b>            | <b>Total CPIF<br/>(Ceiling)</b> | <b>Funds This<br/>Action</b> | <b>Previous<br/>Funding</b> | <b>Ttl Funded<br/>Amount</b> | <b>Unfunded<br/>Balance</b> | <b>Funded<br/>Hours</b> |
| 7000                   | \$1,016,559                     |                              |                             |                              |                             |                         |
| 7100                   | \$1,218,432                     |                              |                             |                              |                             |                         |
| 9000                   | \$321,000                       |                              |                             |                              |                             |                         |
| 9100                   | \$330,630                       |                              |                             |                              |                             |                         |
| <b>Totals</b>          | <b>\$2,886,621</b>              |                              |                             |                              |                             |                         |

\*The above table will be updated per funding modification

|                                  |   |                                  |                  |       |
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## SECTION I CONTRACT CLAUSES

### NOTE 1 INCLUSION OF CLAUSES:

The clauses included below are not intended to be an all inclusive list. Refer to the MAC contract for additional applicable clauses

### I.1 CLAUSES INCORPORATED BY REFERENCE

|              |  |        |
|--------------|--|--------|
| 52.204-9     | Personal Identity Verification of Contractor Personnel   | Jan-11 |
| 52.216-10    | Incentive Fee  | Jun-11 |
| 52.219-14    | Limitations on Subcontracting  | Nov-11 |
| 52.222-4     | Contract Work Hours and Safety Standards Act: Overtime Compensation                                | May-14 |
| 52.222-17    | Nondisplacement of Qualified Workers   | May-14 |
| 52.222-41    | Service Contract Labor Standards   | May-14 |
| 52.223-19    | Compliance With Environmental Management Systems   | May-11 |
| 52.224-1     | Privacy Act Notification   | Apr-84 |
| 52.224-2     | Privacy Act  | Apr-84 |
| 52.232-22    | Limitation of Funds  | Apr-84 |
| 52.245-1     | Government Property  | Apr-12 |
| 52.249-6     | Termination (Cost-Reimbursement)   | May-04 |
| 252.204-7000 | Disclosure of Information  | Aug-13 |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls                                  | Dec-15 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | Dec-15 |
| 252.204-7012 | Safeguarding of Unclassified Controlled Technical Information                                      | Nov-13 |
| 252.211-7007 | Reporting of Government-Furnished Property   | Aug-12 |

### I.2 CLAUSES INCORPORATED BY FULL TEXT

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA Variation) (SEP 2009)

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

| ITEM(s)          | Latest Option Exercise Date  |
|------------------|--|
| 7100, 7199, 9100 | No later than 12 months after the Task Order period of performance start date. |
| 7200, 7299, 9200 | No later than 24 months after the Task Order period of performance start date. |
| 7300, 7399, 9300 | No later than 36 months after the Task Order period of performance start date. |
| 7400, 7499, 9400 | No later than 48 months after the Task Order period of performance start date. |

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

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

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## AWARD TERM CLAUSE

In addition to the terms set forth elsewhere in the contract, and as provided in the QASP, the contractor may earn an extension of one (1) to two (2) years on the basis of performance during the evaluation periods. The contractor is evaluated using QASP criteria during each year of contract performance. During the third year (Option 2), if performance is evaluated as Very Good for three of the five major elements and not less than Satisfactory for the remaining two major elements, the contractor earns Year 4 (Award Term 3); if performance is evaluated as Very Good for three of the five major elements and not less than Satisfactory for the remaining two major elements in Year 4, the contractor earns Year 5 (Award Term 4).

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond Option 2 of performance for Very Good performance.

(b) Monitoring of Performance. The contractor's performance will be continually monitored by the COR and Subject Matter Experts whose findings are reported by the COR to the PCO together with a recommendation regarding awarding of the Award Term period. The PCO makes the final decision on the award-term on the basis of the contractor's performance during the award-term evaluation period.

(c) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the QASP.

(d) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(e) Self-Evaluation. The contractor will submit a written self-evaluation of its performance for that period in accordance with the schedule in the QASP. It will be used in the COR's and PCO's evaluation of the contractor's performance during this period.

(f) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the PCO. These decisions are final and are not subject to dispute.

(g) Award-Term Extension. The contract period may be modified to reflect the PCO's decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the Seaport-e contracts, including exercised options. The award-term provision must be included in the solicitation and resulting Task Order. If at any time the contract period does not extend more than two years from the PCO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

### **52.219-18 Alt I NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (APR 2005) (Including 252.219-7010 Alternate A. (JUN 1998))**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer –

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (3) The offeror's approved business plan is on the file and serviced by the SBA Alaska District Office.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

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(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) GeoNorth, LLC. will notify the Naval Surface Warfare Center, Dahlgren Division (NSWCDD) Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 300 hours or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

| Employee Class | Monetary Wage – Fringe Benefits |
|----------------|---------------------------------|
|----------------|---------------------------------|

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|                            |       |
|----------------------------|-------|
| Engineering Technician I   | GS-5  |
| Engineering Technician II  | GS-7  |
| Engineering Technician III | GS-9  |
| Engineering Technician IV  | GS-11 |

## I.2.6 SERVICE CONTRACT ACT WAGE DETERMINATION(S)

(a) Due to the nature work required by the Performance Work Statement, a Wage Determination has been determined to be necessary to ensure appropriate minimum wages and fringe benefits are paid to non-exempt personnel performing under this Task Order. Work under this Task Order involves performance in the Washington, DC area and Exhibit B provides Rev. 8 to Wage Determination No. 2005-2103 for the District of Columbia, Maryland, and Virginia.

(b) The following table provides a correlation between Task Order labor categories in Section H, and Wage Determination Occupation Codes shown in Attachment J.4. Offerors may find descriptions in the Service Contract Directory of Occupations which can be found at the following website:

<http://www.dol.gov/whd/contracts/sca.htm>.

| Task Order                 | Category Occupation Code(s) |
|----------------------------|-----------------------------|
| Engineering Technician I   | 30081                       |
| Engineering Technician II  | 30082                       |
| Engineering Technician III | 30083                       |
| Engineering Technician IV  | 30084                       |

## 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

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- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- (i) In the contract price or delivery schedule or both; and



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(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

**252.219-7009 SECTION 8(a) DIRECT AWARD (SEP 2007)**

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Alaska District Office  
420 L Street, Suite 300  
Anchorage, AK

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that<sup>3/4</sup>

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

|                                  |   |                                  |                  |       |
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## **SECTION J LIST OF ATTACHMENTS**

J.1 DD254 Bidding Form

J.2 Incentive Fee Summary Format

Exhibit A: CDRLs

Exhibit B: Wage Determination

J.3 COR Appointment Letter