

2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 29-Aug-2014	4. REQUISITION/PURCHASE REQ. NO. 1300435987	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA SEATTLE 188 106TH AVE NE, STE 660 BELLEVUE WA 98004	CODE S4801A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Tatitlek Training Services, Inc 561 East 36th Avenue Anchorage AK 99503  CAGE CODE      4MEL9      FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<b>[X]</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.  N00178-10-D-6333-0002
		10B. DATED (SEE ITEM 13)  06-Dec-2012

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  

SEE SECTION G

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED 27-Aug-2014	16C. DATE SIGNED 29-Aug-2014

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## GENERAL INFORMATION

The purpose of this modification is to Exercise Option Two, revise the period of performance for the Option Year One and Option Year Two, and replace Attachment J.3 -Wage Determination with the attached Revision 14 of WD 05-2103. Accordingly, said Task Order is modified as follows:

1. Section F is modified to show the changes in period of performance for OY1 and OY2.
2. ACRNs, Lines of Accounting, Requisition Numbers and other financial information associated with this modification appear at the end of Section G.
3. Section G is modified to add DFAR 252.204-7006 BILLING INSTRUCTIONS AND DFAR PGI 252.204-003 Line Item Specified ACRN Order. (SEP 2009).
3. The Funding Profile in Section H has been updated to reflect the funding changes.
4. Section J is modified to show the revised Wage Determination Revision 14.

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 \$1,564,580.00 by \$650,000.00 to \$2,214,580.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700001	O&MN,N	0.00	650,000.00	650,000.00

The total value of the order is hereby increased from \$1,565,660.00 by \$799,616.00 to \$2,365,276.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	0.00	799,076.00	799,076.00
9000	0.00	540.00	540.00

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

CLIN/SLIN	From	To
4100	12/2/2013 - 12/1/2014	12/2/2013 - 9/4/2014
6100	12/2/2013 - 12/1/2014	12/2/2013 - 9/4/2014
7000	12/2/2014 - 12/1/2015	9/5/2014 - 9/6/2015
9000	12/2/2014 - 12/1/2015	9/5/2014 - 9/6/2015

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	B541	Base Period , 1 January 2013 - 1 December 2013, Support IAW Section C, PWS. See Note 1 (Fund Type - TBD)		HR			\$776,800.00
400001	B541	ACRN AA: Award (WCF)					
400002	B541	Mod 01 \$100,000 (WCF)					
400003	B541	Mod 01 \$95,000 (WCF)					
400004	B541	Mod 02 Incremental Funding (WCF)					
400005	B541	Mod 03 Incremental Funding (WCF)					
400006	B541	Mod 04 Incremental Funding (WCF)					
400007	B541	Mod 05 Incremental Funding (O&MN,N)					
4100	B541	Option Period 1, 2 December 2013- 4 September 2014,Support IAW Section C, PWS. See Note 1 and 2. (Fund Type - TBD)		HR			\$787,780.00
410001	B541	Incremental Funding in support of CLIN 4100 Mod 06 \$719,000 Mod 07 \$ 46,000 (O&MN,N)					
410002	B541	Incremental Funding in Support of CLIN 4100 10 USC 2410a authority is being invoked. (WCF)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	B541	ODCs in support of CLIN 4000 (Fund Type - TBD)	1.0	LO	
6100	B541	ODCs in support of CLIN 4100 (Fund Type - TBD)	1.0	LO	

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	B541	Option Period 2, 5 September 2014 - 6 September 2015, Support IAWSection C, PWS. See Note 1 and 2. (Fund Type - TBD)		HR			\$799,076.00
700001	B541	OPY 10 USC 2410(a) authorityis invoked Incremental Funding (O&MN,N)					

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	B541	ODCs in support of CLIN 7000 (Fund Type - TBD)	1.0	LO	

**NOTE 1: Labor Hours (LH)**

At the time of award, the number of labor hours listed above (0.0 LH) in the Base Period and each Option Period will be changed to coincide with the Level of Effort provided in Section H, SEA 5252.216-9122 Level of Effort clause and the number of hours reflected in the cost proposal of the successful offeror.

**NOTE 2: Option Clause**

The "option to extend the term of the contract" clause in Section I and only applies to the option CLINs 4000, 4100 and 7000.

**B.1 USE WHOLE DOLLARS**

All proposals shall be rounded to the nearest dollar.

**B.2 TYPE OF ORDER**

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

Items in the 4XXX and 7XXX series are cost plus fixed fee type.

**B.3 ADDITIONAL CLINS**

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

**B.4 FEE RATE**

The following table is to be completed by offeror and reflects the hourly rate to be billed.

	Fixed Fee Amount	Number of Man-hours	Rate (Fee per man-hour)
<b>Base</b>			
<b>Option 1</b>			
<b>Option 2</b>			

52.216-8 Fixed Fee, (not to exceed \$100,000) of the fee payment will be reserved.

**B.5 FINALIZED FIXED FEE**

If the total level of effort for each period specified in Section H, 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this order, the fee shall be finalized based on the percent of hours provided in relation to the fixed fee, at the sole discretion of the Contracting Officer. For example, if 90% of the hours were provided, the contractor is entitled to 90% of the fixed fee.

The above fee calculation applies to all periods regardless of the level of funding. This task order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost-plus-fixed-fee.

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## CLAUSES INCORPORATED IN FULL TEXT

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 cost.

### **B.6 HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(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.

### **B.7 HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (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(s) 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.

### **B.8 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

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

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

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

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

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

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

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

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **PERFORMANCE WORK STATEMENT (PWS)**

#### **C.1 BACKGROUND**

The Submarine Launched Ballistic Missile (SLBM) Integrated Processing Environment (IPE) provides the basis for the generation, checkout, verification and validation, maintenance, and configuration management of support and operational fire control software for TRIDENT II (US and UK) and the Attack Weapons Control System for Guided Missile Submarine (Nuclear Powered). The SLBM IPE user community consists of the employees of the Strategic Systems Analysis and Assurance Division (K40) and the Strategic Systems Design and Implementation Division (K50) in the Strategic & Weapons Control Systems department along with supporting contractors.

The current IPE consists of a large number of computer systems distributed throughout the work space in two major areas: secure facilities and office space. All of the systems are interconnected by either classified or unclassified networks. The types of systems include:

- Hewlett Packard (HP)/Digital Equipment Corporation (DEC) Systems,
- Sun Servers,
- Sun Workstations,
- x86 Windows Servers,
- x86 Linux Servers
- Windows desktops,
- Terminals (i.e., SunRays, Thin Clients, Zero Clients), and
- Desktop "personal computers" (e.g., IBM-compatible PCs)

The contract requires computer operators and system analysts to support all of the processors, servers, workstations, PCs, peripheral equipment and the computer operating systems that comprise the IPE.

#### **C.2 SCOPE**

The contractor shall provide System Analysts and Computer Operators to support computer operations within the IPE Computer Area and support other K Department branches.

The computer operator tasks shall include performing equipment start up, performing system inspections, performing equipment operations, performing routine equipment preventive maintenance, performing equipment shutdown, interfacing with and supporting the user community, recording logbook entries pertaining to system performance, recording problems, notifying system managers of hardware/software or operational problems, identifying and taking corrective action to correct hardware faults, performing daily, weekly, and monthly backups.

The Systems Analysts shall have training and/or experience with HP/UNIX/LINUX and Windows Operating Systems. Systems Analysts shall perform tasks that include writing and maintaining scripts/procedures, writing to media for delivery, moving files between systems and/or networks, software installations, maintaining system configurations, documentation, user assistance, adding new users, system backups, keeping up with state of the art software releases, and maintaining security.

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The normal hours of operation for the SLBM Computing Systems (SCS) Computer Area are Monday through Friday, excluding Federal Holidays, 6:00 AM to 4:30 PM. At least two Computer Operators must be present at all times to support these hours. On Mondays, there **may be a requirement to** remain after normal hours to support preventative maintenance. Due to program requirements, there may be occasional call-backs for weekend or other evening hours outside of normal hours of operation. Shutdown of the SCS Computer Area during normal working hours may be approved prior to a holiday or to meet specific program related requirements.

**C.3 SOFTWARE TASKS.** The contractor shall perform the following software tasks:

**C.3.1** The contractor shall perform backups on IPE Systems.

**C.3.2** The contractor shall log and track system and program downtimes and provide reports/charts to the K55 Branch Head.

**C.3.3** The contractor shall perform system analysis of devices logging errors utilizing available tools.

**C.3.4** The contractor shall support legacy Small Computer System Interface (SCSI) Media Generation System (SMGS) systems and media.

**C.3.5** The contractor shall install and manage the current version of software including commercial, user contractor, system, and patches.

**C.3.6** The contractor shall setup and Configure PCs with the required Software (SW) [Including the Operating System (OS), Application SW and Task specific SW].

**C.3.7** The contractor shall support software configuration management on the IPE equipment.

**C.3.8** The contractor shall write and maintain scripts and programs to support IPE hardware and software.

**C.3.9** The contractor shall restore user and system files and directories.

**C.3.10** The contractor shall run various system utilities designed for monitoring all aspects of system functions.

**C.3.11** The contractor shall monitor and arrest run-away system and user batch processes.

**C.3.12** The contractor shall provide maintenance, update and system scheduling information to user community (i.e. Message of the Day and News).

**C.3.13** The contractor shall grant, create and revoke user identifiers on the SMGS systems.

**C.3.14** The contractor shall create, add, and delete user groups on the Unix/Linux/Windows systems.

**C.3.15** The contractor shall set up, delete, move and rename users and add hosts when required.

**C.3.16** The contractor shall set up, delete and modify user accounts.

**C.3.17** The contractor shall create and update the branch mail aliases on the Unix Systems.

**C.3.18** The contractor shall grant and reset passwords for user community.

**C.3.19** The contractor shall provide management of IPE operator developed utilities.

**C.3.20** The contractor shall provide update and file management of operator run backup procedures.

**C.3.21** The contractor shall maintain a system identifier file.

**C.3.22** The contractor shall process Per Data Transmission Request forms to transmit data to and from remote transmission sites via secure systems.



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**C.3.23** The contractor shall provide data maintenance. Data maintenance includes maintenance of electronic databases and storage areas for material in all forms including documents and books, lists and files, and record/paper file maintenance.

**C.3.24** The contractor shall provide SOS Support. Assign problem reports in the SOS Tool to appropriate the user/groups.

**C.3.25** The contractor shall dump requested unclassified (U-IPE) files to tape and restore on the (S-IPE). Dump requested classified (S-IPE) files to tape and restore on (U-IPE) adhering to established Security Policy.

**C.3.26** The contractor shall copy requested files to media following standard security procedures (i.e. CD-ROM,, tape, hard drive).

**C.3.27** The contractor shall support task/project specific related requests (i.e. installing temporary SW, user requests, moving files between networks).

**C.3.28** The contractor shall assign IP addresses and update the host table on the unclassified network, as requested.

**C.4 IPE USER COMMUNITY INTERFACES.** The contractor shall interface with the IPE user community as follows:

**C.4.1** The contractor shall respond to user community in a polite and helpful manner.

**C.4.2** The contractor shall assist user community with operational questions, problems, utility functions and various requests.

**C.4.3** The contractor shall provide output to users, ensuring signature, date and identity when releasing CLASSIFIED output to the user community.

**C.4.4** The contractor shall solve daily user problems with operating systems, application SW and equipment.

**C.4.5** The contractor shall train users on the necessary system configurations.

**C.4.6** The contractor shall provide control point for release of cell phones to users.

**C.4.7** The contractor shall provide control point for release of spare laptops to users.

**C.4.8** The contractor shall provide all electronic data management in support and in accordance with IPE policies and procedures.

**C.5 MEDIA OPERATIONS SUPPORT.** The contractor shall support media operations as follows:

**C.5.1** The contractor shall manage IPE media library. Manage and enforce bar-coding policies of all media within the IPE. Label and store all software/upgrade media per system management request. Maintain IPE inventory listings as requested for system management. Ensure appropriate labeling of all media entering and leaving the IPE. Store media in IPE library area according to policy.

**C.5.2** The contractor shall manage IPE storage cabinets for neatness and efficiency of utilization.

**C.5.3** The contractor shall escort Fleet Ballistic Missile (FBM) library employees within restricted area and help locate IPE bar-coded media during electronic inventory efforts.

**C.5.4** The contractor shall transport backup media to other buildings on base for disaster control storage purposes by appointment.

**C.5.5** The contractor shall retrieve backup media from other buildings for restore purposes as required by appointment.

**C.5.6** The contractor shall clean tape drives.

**C.5.7** The contractor shall maintain an inventory of IPE supplies. Generate a Supply Request form and submit to the Facility Group.

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**C.6 DOCUMENTATION TASKING.** The contractor shall perform the following documentation tasks:

**C.6.1** The contractor shall develop, maintain and update procedures for the following:

Application Software installations  
 Operating System installations  
 Software Patches  
 Virus Scan Security Reports  
 New employee overview of system requirements  
 (Media) backups  
 System maintenance  
 External media labeling  
 Operator generated procedures

**C.6.2** The contractor shall develop, maintain and update forms and logs designed for traceability. The inventory shall include the following forms: file and directory restoration request and the following logs: trouble report, IPE system status report, full backup report, weekly backup report, media generation logs per CTO\_10-25, status, media status, access control, backup inventory control and IPE systems maintenance.

**C.6.3** The contractor shall create and/or maintain user and/or system documentation.

**C.6.4** The contractor shall create and/or maintain software documentation.

**C.6.5** The contractor shall create and/or maintain documentation for system programs.

**C.6.6** The contractor shall create and/or maintain documents for the Software Development Documentation process.

**C.6.7** The contractor shall provide inputs for IPE Operating Procedures document (composed of S-IPE and U-IPE Operating Procedures).

**C.7 HARDWARE EQUIPMENT OPERATIONS SUPPORT.** The contractor shall perform the following hardware equipment operations support:

**C.7.1** The contractor shall provide System Admin and/or Operator support for weekly preventive maintenance.

**C.7.2** The contractor shall power up equipment.

**C.7.3** The contractor shall maintain printers and copiers. Keep paper trays filled and check printers for problems on a recurring basis.

**C.7.4** The contractor shall breakdown and sort print outs for pickup.

**C.7.5** The contractor shall file CLASSIFIED banner pages from printouts and store in appropriate IPE containers.

**C.7.6** The contractor shall dispose of CLASSIFIED and UNCLASSIFIED dated listings and all unnecessary printed output in appropriately marked containers.

**C.7.7** The contractor shall perform scheduled startup and shutdown procedures of the systems.

**C.8 HARDWARE MAINTENANCE SUPPORT.** The contractor shall perform the following hardware maintenance support:

**C.8.1** The contractor shall respond to hardware/software failures upon notification by taking appropriate action to correct situations, log failures, and notify appropriate managers, maintenance personnel and the user community.

**C.8.2** The contractor shall clean the tape heads and transport area of media when the tape is not longer writing clearly.

**C.8.3** The contractor shall check for red lights on disk drives signaling a bad disk and notify the Government system administrators.

**C.8.4** The contractor shall identify equipment (e.g. disk, memory, and peripheral) upgrades when necessary.

**C.8.5** The contractor shall support the troubleshooting of hardware/software problems on IPE systems.

**C.9 SECURITY, RELATED MEETINGS AND TECHNOLOGY RESEARCH.** The contractor shall provide security in conjunction with security policies, attending related meetings, and technology research as follows:

**C.9.1** The contractor shall manage and adhere to security policies of the buildings as set forth within IPE areas.

**C.9.2** The contractor shall attend all required security briefings.

**C.9.3** The contractor shall maintain security on all IPE systems. Update on a scheduled basis or when security changes require the Virus scan (VSCAN) software on the Windows systems.

**C.9.4** The contractor shall provide security escort service of equipment repair and maintenance vendors as needed per employee availability during day shift hours.

**C.9.5** The contractor shall attend system management meetings and provide informal oral briefings of IPE developments concerning assignment updates, requests, questions and/or problems.

**C.9.6** The contractor shall conduct operator meetings to provide up to date briefings of system management meetings as well as to provide communication between the shifts concerning assignment updates, requests, questions and/or problems.

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**C.9.7** The contractor shall research new technologies related to networks, Systems (Unix, Linux, Windows and PC's) and software and provide any White Papers.

**C.10 SPECIALIZED SYSTEM ANALYST SUPPORT.** The contractor shall provide the following specialized System Analyst support:

**C.10.1** The contractor shall provide System Admin support for the software distribution tool (LanDesk).

**C10.2** The contractor shall provide System Admin support for the setup and installation of thin clients.

**C.10.3** The contractor shall provide System Admin support for Windows Domain Administration.

**C.10.4** The contractor shall provide System Admin support for system disk imaging.

**C.10.5** The contractor shall provide System Admin support for enterprise wide virus management.

**C.10.6** The contractor shall build, configure and support Windows Terminal Services.

**C.10.7** The contractor shall build, configure and support virtual desktops.

**C.10.8** The contractor shall build, configure and support VmWare Systems.

### **C.11 IN-PROGRESS REVIEW (IPR)**

**C.11.1** The contractor shall prepare an IPR 90 days after contract award and every 180 days thereafter, to be held at a location mutually agreed upon by the contractor, Contracting Officer's Representative (COR), and Contracting Officer. The Contractor's IPR presentation shall contain at a minimum, the following information in viewgraph form:

a. Contract Number, Period of Performance, Total Value.

b. An organization chart listing all personnel who are currently working under the contract. The chart shall show areas of responsibility and lines of control. The chart shall include and identify subcontractor personnel.

c. Reference each Plan of Action and Milestones (POAM) numerically and describe each task completed or currently being performed. Include a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts.

d. A graphic depiction of planned and actual labor hours to date, along with planned hours to complete contract requirements. Potential under runs or overruns should be noted and explained.

e. A graphic depiction of planned, invoiced, and actual dollar expenditures, along with planned expenditures to complete. Potential under runs or overruns should be noted and explained.

f. Identification of any administrative problems encountered in performance of the contract.

### **C.12 DATA DELIVERABLES**

Exhibit A provides a master CDRL for this requirement. Individual POAMs will reflect their unique data requirements by reference to this document. Specific titles, frequency, due dates, distribution, and other special requirements will be reflected in the POAMs. For purposes of this contract, dates specified in POAMs for initial and subsequent deliveries, refer to the dates when actual delivery to local NSWCDD K55 distribution is required rather than the date shown on the document and/or its transmittal letter.

**C.12.1** The contractor shall prepare and submit monthly progress reports. (Exhibit A)

### **C.13 PLAN OF ACTION AND MILESTONES (POA&M)**

The contractor shall develop a POA&M for each work area. The signed POA&M shall be provided electronically to the TA, COR, and Contract Specialist within twenty-one (21) calendar days after Task Order Award, Exercise of Option, Technical Instruction issuance, and/or Modifications to the Technical Instruction or the Task Order which affect the Level of Effort or Dollar Ceilings. While contractor format is acceptable, with the COR's approval, the following information shall appear, at a minimum, on each POA&M:

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Date POA&M Submitted  
Work Area/Project Name (and Number when applicable)  
Task order Number  
POA&M Performance Period  
Contractor interfaces.  
Program Manager  
Task Area Manager  
Government Interface  
COR  
ACOR  
SME  
Technical Lead  
Work Summary/Description  
Schedule of Events Proposed/Planned to Accomplish Task  
Include a list of planned deliverables and their due dates  
Include a list of issues/risks in meeting the planned tasking/deliverables  
Estimated Level Of Effort (LOE) Required  
Include the LOE Estimated to perform for the period  
Include schedules/plans for obtaining additional personnel if applicable  
Include identification of subcontractor employees as appropriate  
Estimated Cost

Include all cost (management, support, travel, labor, relocations) and all fees for that task area for the period.

Each POA&M shall be signed by the contractor (Program Manager and Task Area Level Manager) and shall have a signature block for approval from the TA and COR.

#### C.14 FACILITY ACCESS/GOVERNMENT PROVIDED SPACE

Facility Access - Performance of this contract will require the contractor to have access to NSWCCD facilities. The contractor shall comply with such procedures as are established for each of the facilities.

The contractor shall utilize certain Government controlled Information Technology (IT) equipment.

Government Provided Space. Government furnished space will be provided for contractor personnel at the following location. Further changes for these requirements will be specified by contract modification. Space is provided for all personnel under this requirement, excluding the Program Manager.

<u>Location of Work Space</u>	<u># Persons</u>
5443 Bronson Road, Suite 110, Bldg. 1200, Dahlgren, VA	8

#### C.15 MANDATORY REQUIREMENTS

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

**Requirement 1: Security Clearance.** All technical and support personnel to be assigned to the contract must possess at least a SECRET level security clearance at the time of award. Interim clearances are acceptable.

**Requirement 2: Facility Clearance and Location.** The prime contractor's facility for supporting this effort must be cleared to the SECRET level. The prime contractor's primary facility for supporting this effort must be within 60 minutes driving time of NSWCCD, Dahlgren.

**Requirement 3: Workforce Location.** All Key Personnel, with the exception of the Program Manager, must be available to work on-site at the Naval Surface Warfare Center in Dahlgren, Virginia.

**Requirement 4: Organizational Conflict of Interest (OCI) Certification/Mitigation Plan.** The Contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential conflict of interest.

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The certification/mitigation shall cover all team members.

#### **C.16 SKILLS and TRAINING:**

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

Notwithstanding the above, it is understood that the Government may order services requiring knowledge and skills of a newly emergent technology. The Contracting Officer may, on a case-by-case basis, authorize the expenditure of Government funds for the training of Contractor personnel

**C.17 TRAVEL REQUIREMENTS:** All travel under this effort must be requested of, or authorized by, the COR, in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. Travel costs shall be in accordance with 31.205-46 and the Joint Travel Regulations.

#### **C.18 SECURITY**

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

#### **C.19 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE**

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

#### **C.20 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION**

Work under this contact may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code Section 552a and applicable agency rules and regulations. Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas.

#### **C.21 NON-DISCLOSURE AGREEMENTS (NDAs)**

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

Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific tasking. The Contracting Officer's Representative (COR) will notify the contractor of the number and type of

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personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that is considered business or program sensitive and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR. All personnel performing under this contract shall sign non-disclosure statement before commencing work. Copies of these agreements (Non-Disclosure Statements) shall be provided to the COR. Project specific non-disclosure agreements, if required, shall be signed and copies provided to the NSWCCD Contracting Office, COR and K55 SME/Project POC.

## **C.22 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.23 CONTROL OF CONTRACTOR PERSONNEL**

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

## **C.24 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 contract 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 contract, no such terms, agreements, or other

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restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this Task Order.

### **C.25 IDENTIFICATION BADGES**

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

### **C.26 USE OF INFORMATION SYSTEM (IS) RESOURCES**

#### Contractor Provision of IS Resources

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

#### Contractor Use of NSWCDD IS Resources

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

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

#### Connections Between NSWCDD and Contractor Facilities

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

### **C.27 SUBCONTRACTORS/CONSULTANTS**

In addition to the information required by FAR 52.244-2 Alternate 1 of the contractor's SeaPort-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

- (1) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract.
- (2) If applicable, the impact on subcontracting goals, and
- (3) Impact on providing support at the contracted value.
- (4) Impact on compliance with FAR 52.219-14.

### **C.28 DdI-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

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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 both the Contracting Officer and the COR with an inventory and Material Safety Data Sheet (MSDS) for these materials.

### **C.29 Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS**

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

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

### **C.30 Ddl-G12 POST AWARD MEETINGS**

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at Task Order award).

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

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

(d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days notice prior to the date of the meeting by the Contract Specialist.

### **C.31 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEPT 1992)**

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

### **C.32 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

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



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or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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

**C.33 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

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

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

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

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

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agreements from specifying the maximum amount of copies that can be made.

**C.34 HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 15 October 2012 in response to NAVSEA Solicitation No. N00024-12-R-3150.

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

**C.35 HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C.36 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

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

#### **C.37 ELECTRONIC SPILLAGES**

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 NSWCCD 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.

NSWCCD 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 clean up. The 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.38 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**

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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 contract 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.39 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

(a) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Dahlgren Division via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil> .

(b) 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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## **SECTION D PACKAGING AND MARKING**

**D.1** Delivery shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

### **D.2 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 practice.

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

### **D.3 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.

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

**E.1** Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the Contracting Officer's Representative (COR) designated herein.

### **E.2 PERFORMANCE BASED CRITERIA:**

#### **E.2.1 PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE**

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

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

#### **E.2.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

### **1.0 PURPOSE**

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

1.2 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 PWS and the contractor's quality control plan (QCP), and to ensure that the Government pays only for the level of services received.

1.3 This QASP defines the roles and responsibilities of all members of the integrated project team (IPT), 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.

### **2.0 AUTHORITY**

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

### **3.0 PERFORMANCE MANAGEMENT APPROACH AND STRATEGY**

3.1 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.

3.2 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 Contract (TO) as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

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3.3 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 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 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.

3.4 The Government will assess performance using Contractor Performance Assessment Reporting System (CPARS) to determine how the contractor is performing against communicated performance objectives. The CPAR 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. CPAR 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
- Production and management reviews
- Management and engineering process reviews (e.g. risk management, requirements management, etc.)
- 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
  - Fleet and sponsor feedback/comments and satisfaction ratings
- Systems engineering and other technical progress reviews
- Technical interchange meetings
- Physical and functional configuration audits
- Quality reviews and quality assurance evaluations
- Functional performance evaluations
- Subcontract Reports

3.5 A preliminary CPARS evaluation/rating will be accomplished as noted in paragraph 5.0 below. 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. Failure to do so will be a primary determinant as to whether the Contractor's next option will be exercised. Further, the formal CPARS ratings are used as reference material by others in source selection.

## **4.0 ROLES AND RESPONSIBILITIES**

### **4.1 Contracting Officer**

4.1.1 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 contract is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting Order. Contracting Officers are designated via a written warrant, which sets forth limitations of their respective authority.

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

### **4.2 Contract Specialist**

4.2.1 Assigned by the PCO to provide daily administration of the contract.

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



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#### **4.3 Contracting Officer's Representative (COR)**

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

4.3.2 The COR is responsible for technical administration of the Contract and assures proper Government surveillance of the contractor's technical performance. The COR provides QASP reports to the PCO.

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

#### **4.4 Subject Matter Expert (SME)**

4.4.1 SMEs are individuals who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the contract.

4.4.2 The SME provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.

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

#### **5.0 SCHEDULE**

The initial QASP evaluation will be finalized no later than the end of month eight (8) [August] of each contract Period. In order to accomplish this, the following schedule applies:

5.1 Contractor Self-Assessment (written) due to the Contracting Officer and the COR no later than the end of month seven (7) [July] of the period of performance. The Base Period evaluation will be based on six (6) months of support [January -June] and subsequent period evaluations will be based on twelve (12) months of support [July - June]. Failure of the contractor to make a timely delivery will be viewed as the contractor's overall inability to comply with Contract schedules.

5.2 COR Written Assessment due to the Contracting Officer no later than the end of week two (2) of month eight (8) [August] of the period of performance.

5.3 Week four (4) of month eight (8) [August] of the period of performance. The Contracting Officer will hold a meeting with the COR and the Contractor for the purpose of reviewing inputs and determining the overall assessment level for the period.

#### **6.0 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS**

6.1 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 CPARS ratings. If the contractor fails to meet the required performance level, the result will be negative CPARS ratings.

6.2 If the Contractor fails to meet the required performance level based on the preliminary review conducted in accordance with the 5.0 above, the Government may not exercise the next Option period under the Order.

#### **7.0 METHODOLOGIES TO MONITOR PERFORMANCE**

##### **7.1 Surveillance Techniques**

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

- Random monitoring

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- 100% Inspection
- Periodic Inspection
- Customer Feedback

## 7.2 Customer Feedback

7.2.1 The contractor is expected to establish and maintain professional communication between its employees and customers. 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.

7.2.2 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.

7.2.3 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.

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

**7.3 Acceptable Quality Levels** - The acceptable quality levels (AQLs) included in Table 1 for contractor performance are structured to allow the contractor to manage how the work is performed.

## 8.0 QUALITY ASSURANCE DOCUMENTATION

### 8.1 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.

### 8.2 Monitoring System

The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using preliminary CPARS. Formal CPARS evaluations shall be conducted on an annual basis. Preliminary CPARS evaluations will be accomplished in accordance with paragraph 5.0 Schedule.

**TABLE 1: PERFORMANCE STANDARDS**

PERFORMANCE OBJECTIVE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVELS	METHODS OF SURVEILLANCE
Deliverable Timeliness	Data and other deliverables received 100% on schedule.	Data deliverables received at least 95% on schedule	Contractor self-reporting in Monthly Progress Report (MPR), random inspection to validate
Deliverable Quality	Data Deliverables received are well researched, complete and technically accurate. Rework is not required. Other deliverables meet all Contract requirements.	Data deliverables received with a first pass yield at least 95% of the time. Other deliverable items are delivered such that no ship schedules are adversely impacted.	Contractor's MPR, Government review and approval process; Feedback from Fleet
Staffing	Contractor provides qualified personnel at levels required. Lapses in coverage may occasionally occur and are managed without any adverse impact on performance.	Contractor provides required staffing levels at least 95% of the time. It takes no more than 2 mos. to fully staff all required positions with fully qualified personnel.	COR review of resumes submitted, personnel work products, and contractor MPR.

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PERFORMANCE OBJECTIVE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVELS	METHODS OF SURVEILLANCE
	New/and or substitute resumes submitted IAW Contract reqmts. Personnel work products fully consistent with resume qualifications.	Contractor complies with all Contract requirements for resume approval 100% of time. Personnel work products consistent with resume qualifications.	
Other Direct Costs (ODC)	ODCs are accurately and timely reported and invoiced. Contractor complies with contract requirements for ODC authorization 100% of time. Burdened costs are no higher than proposed.	Contractor complies with contract requirements for ODC authorization 100% of time. Burdened cost are no higher than 5% more than proposed.	Contractor's MPR. COR review of costs incurred and invoices.
Management Performance	Contractor management ensures timely performance problem resolution, responsiveness to customer requirements, and effective communications with Government and other stakeholders.	Problems are resolved quickly with minimal Gov't involvement; management is responsive to Gov't requests/concerns; communication is routinely effective and timely.	COR / Specialist / PCO involvement
Costs and Invoicing	Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used in cost-effective manner.  Cost reports are timely, accurate, complete and clearly written.  Invoices are timely (no more than 3 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.	Contractor is fully compliant with the performance standard by month 3 of performance.	Review of MPR and invoices.
Subcontracting (Small Business primes only)	Contractor is fully compliant with FAR 52.219-14, for all Contract periods.  Contractor pays small business (SB) subcontractor invoices in a timely manner.	Contractor at least 90% compliant with FAR 52.219-14 for the Base Period and achieves full compliance by end of contract.  Contractor pays SB subcontractor invoices in a timely manner.	Contractor Reporting

(b) Objectives/Determination:

1. Interim/Informal

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

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## 2. Annual

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

**TABLE 2: OBJECTIVES**

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

\* The Government will not exercise the next option year term unless the contractor meets the acceptable performance definition.

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

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

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

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## 9. QASP OBJECTIVES, STANDARDS AND ACCEPTABLE QUALITY LEVELS (AQLs)

The following tables provide the specific performance objectives, standards, acceptable quality levels (AQLs) and monitoring methods that will be used by the Government in assessing the overall quality of the contractor's performance under this Task Order. The AQLs are referenced to specific Performance Work Statement (PWS) sections of the Task Order.

**9.1** Tables 3 and 4 will be used to assess the quality of technical performance under the Task Order. Table 3 contains ratings and criteria while Table 4 contains performance requirements subject to evaluation.

**TABLE 3: TECHNICAL PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary, Table 4.	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary, Table 4.	Work product meets 91 to 100% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary, Table 4.
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per Task Order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per Task Order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to Government requests or is non-responsive to Government request.	Contractor routinely meets deadlines, schedules, and responds quickly to Government requests.	Contractor consistently meetings deadlines, schedules, and responds immediately to Government requests.
Customer Satisfaction	Fails to meet customer expectations.	Meets customer expectations	Exceeds customer expectations.

**TABLE 4: TECHNICAL PERFORMANCE REQUIREMENTS SUMMARY TABLE**

<u>Work Area</u> <u>PWS</u> <u>Reference</u>	<u>Performance Objective</u>	<u>Performance Standard</u>	<u>Acceptable Quality Level (AQL)</u>	<u>Quality Surveillance Plan</u> <u>Typical Monitoring Methods</u>
<u>C.3</u>	Software Tasks	Plans, program documentation, schedule updates, backups, and software scripts and programs are completed on time IAW Government requirements for schedule, content, and format.	Revisions and/or corrections to technical documentations including schedule updates and software scripts and programs require no more than two (2) review/comment/approval cycles to meet acceptance. 90% completed by	Contractor to provide metrics of due dates met/not met, number of submissions required for Government approval for each document; dates and Government comments provided. COR and SME to provide oversight and verify Contractor metrics.

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			due date.	
<b>C.4</b>	IPE User Community Interfaces	Community interfaces are polite, helpful, and timely IAW Government IPE policies and procedures.	Community interfaces and interactions are completed IAW Government IPE policies and procedures and results are provided.	Contractor to provide metrics of due dates met/not met, number of submissions required for Government approval for each document; dates and Government comments provided. COR and SME to provide oversight and verify Contractor metrics.
<b>C.5</b>	Media Operations Support	Media operations are performed IAW documented policies, processes and procedures.	Media and related products are completed IAW documented schedules with no severity of problems. Media operations are completed IAW documented schedules and results are provided.	Contractor to provide metrics of due dates met/not met, number of submissions required for Government approval for each document; dates and Government comments provided. COR and SME to provide oversight and verify Contractor metrics.
<b>C.6</b>	Documentation Tasking	Requirements changes are in compliance with process templates or comments noting the deficiencies were submitted three (3) business days prior to the change review.	All updates are in compliance with the existing Government IPE policies and procedures at the time of change	Contractor to provide metrics of due dates met/not met, number of submissions required for Government approval for each document; dates and Government comments provided. COR and SME to provide oversight and verify Contractor metrics.
<b>C.7c</b>	Hardware Equipment Operations Support	Equipment operations management tools are provided or created that provide operations metrics, accuracy checks, and/or increases efficiency of incorporating operations changes.	Equipment and operations management related products are completed IAW documented schedules with no severity of problems. Equipment and operations management are completed IAW documented schedules and results are provided.	Contractor to provide metrics of due dates met/not met, number of submissions required for Government approval for each document; dates and Government comments provided. COR and SME to provide oversight and verify Contractor metrics.
<b>C.8</b>	Hardware Maintenance Support	Hardware maintenance tools are provided or created that provide	Hardware maintenance related products are completed IAW	Contractor to provide metrics of due dates met/not met, number of submissions required for Government

		operations metrics, accuracy checks, and/or increases efficiency of incorporating operations changes.	documented schedules with no severity of problems. Hardware maintenance management is completed IAW documented schedules and results are provided.	approval for each document; dates and Government comments provided. COR and SME to provide oversight and verify Contractor metrics.
<b>C.9</b>	Security and Miscellaneous Support	Management and adherence to security policies of the buildings as required within IPE areas IAW Government IPE policies and procedures. Deliverables are of high quality and are submitted IAW agreed upon schedules.	All updates are in compliance with the existing Government IPE policies and procedures at the time of change.	Contractor to provide metrics of due dates met/not met, number of submissions required for Government approval for each document; dates and Government comments provided. COR and SME to provide oversight and verify Contractor metrics.
<b>C.10</b>	Specialized System Analyst Support	Specialized system analyst support is provided or created that provide metrics, accuracy checks, and/or increases efficiency of incorporating changes to Government IPE policies and procedures. Deliverables are of high quality and are submitted IAW agreed upon schedules.	All support and/or updates are in compliance with the existing Government IPE policies and procedures at the time of change.	Contractor to provide metrics of due dates met/not met, number of submissions required for Government approval for each document; dates and Government comments provided. COR and SME to provide oversight and verify Contractor metrics.

9.2 The following Table 5 addresses Management aspects of performance. In this table, the term “Government” refers to both the COR and the PCO organizations.

**TABLE 5: MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.

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Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective and timely.

9.3 The following Table 6 addresses Cost Performance and Reporting aspects of performance.

**TABLE 6: COST PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.
Invoice Management	Invoices are generally late and/or contain errors. Differences between invoiced amounts and progress report expenditure are unexplained. Contractor does not respond to Government questions in a timely manner.	Invoices are timely (no more than three weeks after the end date of the period being invoiced; are accurate with respect to both amounts and ACRNs/SLINs invoiced; and differences between progress report expenditures and invoiced costs are explained. Contractor responds to government questions in a timely manner.	Invoices are timely (no more than two weeks after end date of period being invoiced) with respect to both prime and subcontractor costs; are accurate with respect to both ACRNs/SLINs invoiced; and all differences between progress report expenditures and invoiced costs are fully explained. Contractor is very proactive in responding to Government questions and takes prompt action to resolve any issues.



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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	1/1/2013 - 12/1/2013
4100	12/2/2013 - 9/4/2014
6000	1/1/2013 - 12/1/2013
6100	12/2/2013 - 9/4/2014
7000	9/5/2014 - 9/6/2015
9000	9/5/2014 - 9/6/2015

### F.1 CLIN - DELIVERIES OR PERFORMANCE

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

4000	1/1/2013 - 12/1/2013
4100	12/2/2013 - 9/4/2014
6000	1/1/2013 - 12/1/2013
6100	12/2/2013 - 9/4/2014
7000	9/5/2014 - 9/6/2015
9000	9/5/2014 - 9/6/2015

F.2 Services to be performed hereunder will be provided at NSWCDD.

### F.3 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.

### **G.2 SPECIAL INVOICE INSTRUCTIONS**

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

### **G.3 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

#### **252.204-7006 DFAR BILLING INSTRUCTIONS (OCT 2005)**

**When submitting a request for payment, the Contractor shall—**

**(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and**

**(b) Separately identify a payment amount for each contract line item included in the payment request.**

**(End of clause)**

#### **252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)**

**The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.**

<b>Line Item</b>	<b>ACRN Order</b>
<b>4000</b>	<b>AA, AB, AC, AD, AE, AF</b>
<b>4100</b>	<b>AG, AH</b>
<b>7000</b>	<b>AJ</b>

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#### **G.4 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS- OF-CONTACT AND RESPONSIBILITIES**

Procuring Contracting Officer (PCO):

(a)

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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 Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

(a)

---

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

Administrative Contracting Officer (ACO):

(a)

**DCMA SEATTLE**

188 106TH AVE., NE

SUITE 660

BELLEVUE, WA 98004-5965

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

Contracting Officers Representative (COR):

(a)

---

(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.

Subject Matter Experts

The SME is the COR's subject matter expert for specific work areas.

**G.5 HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

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

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

Type of Document(s)

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

DODAAC Codes and Inspection and Acceptance Locations

Issue DODAAC	N00178
Admin DODAAC	S4801A
Pay Office DODAAC	HQ0339
Inspector DODAAC	N/A
Service Acceptor DODAAC	N/A
Service Approver DODAAC	N00178
Ship To DODAAC	N00178
DCAA Auditor DODAAC	HAA021
LPO DODAAC	N/A
Inspection Location	DESTINATION
Acceptance Location	DESTINATION

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

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor

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for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

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

**Send Additional Email Notification To:**

\_\_\_\_\_

\_\_\_\_\_

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

(h) If you have any questions regarding WAWF, please contact the WAWF help desk at the above 1-866 number or the NAVSEA WAWF point of contact for NSWCDD at (540)-653-4705.

**G.6 52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION 2012-00014) (August 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**G.7 CONSENT TO SUBCONTRACT**

For subcontracts and consulting agreements for services, where the prime contractor anticipates

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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:

Approved at time of award: Future Technologies Inc. (FTI)

## **G.8 Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS**

### **(a) Travel costs**

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

### **(b) Training**

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

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

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

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

## **G.9 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 contract for time off, but shall follow parent company policies regarding

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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 Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

#### **G.10 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.

##### Accounting Data

SLINID	PR Number	Amount
400001	1300319292	194335.00
LLA :		
AA 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001516692		
EXP/ WCD - 9/30/2012;		
DDG 113 Funding Source Sponsor : SP23		
PR1300319292 Item00001		

BASE Funding 194335.00  
Cumulative Funding 194335.00

MOD 01

400002	1300319292	100000.00
LLA :		
AA 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001516692		
PR line item number 00002		

400003	1300319292	95000.00
LLA :		
AB 97X4930 NH1E 255 77777 0 050120 2F 000000 A10001516692		
PR line item 00003		



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MOD 01 Funding 195000.00  
Cumulative Funding 389335.00

MOD 02

400004 1300319292 70000.00  
LLA :  
AC 97X4930 NH1E 255 77777 0 050120 2F 000000 A20001516692  
PR Line Item 00004

MOD 02 Funding 70000.00  
Cumulative Funding 459335.00

MOD 03

400005 1300319292 70000.00  
LLA :  
AD 97X4930 NH1E 255 77777 0 050120 2F 000000 A30001516692  
PR Line item #00005

MOD 03 Funding 70000.00  
Cumulative Funding 529335.00

MOD 04

400006 1300319292 80000.00  
LLA :  
AE 97X4930 NH1E 255 77777 0 050120 2F 000000 A40001516692  
PR Line item #0006  
SLBM IPE Support

MOD 04 Funding 80000.00  
Cumulative Funding 609335.00

MOD 05

400007 1300376255 167465.00  
LLA :  
AF 1731804 3D2D 255 00030 0 050120 2D 000000 A00001889719  
PR Line Item #00001  
SLBM IPE Support

MOD 05 Funding 167465.00  
Cumulative Funding 776800.00

MOD 06

410001 1300319292 719000.00  
LLA :  
AG 97X4930 NH1E 255 77777 0 050120 2F 000000 A50001516692  
PR Line Item #0008  
SLBM IPE Support

MOD 06 Funding 719000.00  
Cumulative Funding 1495800.00

MOD 07

410001 130031929200009 46000.00  
LLA :  
AG 97X4930 NH1E 255 77777 0 050120 2F 000000 A50001516692  
PR Line Item #0008 \$719,000  
PR Line Item #0009 \$ 46,000  
SLBM IPE Support

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MOD 07 Funding 46000.00  
Cumulative Funding 1541800.00

MOD 08

410002 130031929200010 22780.00  
LLA :  
AH 97X4930 NH1E 255 77777 0 050120 2F 000000 A60001516692  
Standard Number: N0003014WX00187-AC  
10 USC 2410a authority is being invoked.  
1301 Purpose: N0003014WX00187-AC  
Labor CLIN 4100: \$22,780 OY1  
WCD: 09/30/14  
FED: 09/30/14  
RoCon Approval Number: K00264  
Contract POP: 01/01/2013 - 12/31/2015

MOD 08 Funding 22780.00  
Cumulative Funding 1564580.00

MOD 09

700001 130043598700001 650000.00  
LLA :  
AJ 1741804 3D2D 255 00030 0 050120 2D 000000 A00002366749

MOD 09 Funding 650000.00  
Cumulative Funding 2214580.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the PWS, the Government desires Key Personnel with the appropriate experience and professional development qualifications. Key Personnel qualification levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by Section H.5. Following award, the qualification levels are considered to be **minimums** for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

(a) Experience – The desired experience for each Key Labor Category must be directly related to the tasks and programs listed in the PWS.

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

(c) Accumulation Of Qualifying Experience - Categories of experience may be accumulated concurrently.

Non-Key Personnel are the personnel proposed to provide hours in labor categories that are not identified as Key.

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

### **Labor Category Description and Experience Requirements**

Definitions:

(a) **General Experience** - General Experience includes work experience in Unix, Linux and Windows System Administration, Unix, Linux and Windows software installations and maintenance or another area employing skills that apply to the accomplishment of the technical objectives of the PWS. General experience may not necessarily meet the definition of specialized experience. General experience in engineering, system engineering or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives

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of the PWS is a plus and will be favorably considered.

(b) **Specialized Experience** – Specialized experience is defined as experience in the area of managing the following operating systems: Linux and Windows and other computing type systems. Additional experience is needed in the area of system operations and maintenance. This includes conducting backups of all system data to media and controlling the media to the correct classification. By definition, specialized experience satisfies the definition of general experience and can be counted concurrently. It is desired that specialized experience be directly related to one or more of the systems identified in the labor categories below:

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

To perform the requirements of the PWS, the Government desires Key Personnel with the following qualifications.

### **PROGRAM MANAGER**

The Program manager shall have experience which demonstrates a thorough understanding of the SLBM IPE mission and operations. The Program Manager shall have at least five (5) years demonstrated qualities of leadership and responsibility in DOD Contract Program Management, and demonstrated responsibility for directing a multi-disciplined team of technical experts to produce a product within cost, schedule and time constraints.

### **SENIOR SYSTEMS ANALYST**

The Senior Systems Analyst shall have at least four (4) years specialized experience, depending on position being filled, in managing the following operating systems: Unix, Linux and/or Windows and two years (2) of general experience. The specialized experience includes Linux system administration of Redhat 5.x + and security setup and updates (IAVA's); UNIX system administration of Solaris 8+, UNIX scripting, Thin Client (SUN Ray), Sudo, NIS, NTFS, CIFS, DNS, RDP Client, and security setup and updates (IAVA's); Windows system administration of Lan Desk, Windows 2003 and 2008 Server, Windows XP and 7 Operating system, X11 (eXceed), Thin Clients (HW/SW), Windows Application Software (Adobe Acrobat, MS Office, IE, etc.), Windows Print Server, PKI, VSCAN, Disk Imaging, NTFS, CIFS, DNS, RDP Client, Windows Networking, and security setup and updates (IAVA's); HP/DEC Unix Computer Support, Virtualization of VmWare (Server Side), Virtual Desktops (Client Side), and Solaris Containers (Zones); NMCI Pre-Support; and User assistance. The systems analyst must be Department of Defense (DoD) 8570 Information Assurance Technical (IAT) level 2 certified; this includes both an Information Assurance (IA) certification and an Operating System (OS) certification. The OS certification requirement will be for Unix/Linux and/or Windows depending on the position. The system analyst is required to maintain the DoD 8570 IAT Level 2 certification for the life of the contract. In addition, the system analyst must have related courses and/or experience in oral and written communications.

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## **SENIOR COMPUTER OPERATOR**

The Senior Computer Operator shall demonstrate four (4) years of specialized experience in the operation and maintenance of the equipment that comprises the IPE and two (2) years of general experience. The specialized experience includes system administration, user administration, user assistance, file transfers, net backups, cell phone and laptop control, printouts, Sudo, and NMCI pre-support. Shall have the demonstrated ability to communicate effectively with other computer operators and users of the systems.

## **JOURNEYMAN COMPUTER OPERATOR**

The Journeyman Computer Operator shall demonstrate two (2) years of specialized experience in the operation and maintenance of the equipment that comprises the IPE and one (1) year of general experience. The specialized experience includes system administration, user administration, user assistance, file transfers, net backups, cell phone and laptop control, printouts, Sudo, and NMCI pre-support. Shall have the demonstrated ability to communicate effectively with other computer operators and users of the systems.

## **H.3 NON KEY PERSONNEL - QUALIFICATIONS**

### **JUNIOR SYSTEMS ANALYST**

The Junior Systems Analyst shall have at least one (1) year specialized experience, depending on position being filled, in managing the following operating systems: Unix, Linux and/or Windows and one (1) year of general experience. The systems analyst must be DoD 8570 IAT level 2 certified; this includes both an IA certification and an OS certification. The OS certification requirement will be for Unix/Linux and/or Windows depending on the position. The system analyst is required to maintain the DoD 8570 IAT Level 2 certification for the life of the contract. In addition, the system analyst must have related courses and/or experience in oral and written communications.

### **JUNIOR COMPUTER OPERATOR**

The Junior Computer Operator shall demonstrate six (6) months of specialized experience in the operation and maintenance of the equipment that comprises the IPE and six (6) months of general experience.

### **H.4 Additional Information**

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

### **H.5 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

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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.

## **H.6 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 email. 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.

NOTE: Tatitlek has proposed to not direct charge the Government for the labor costs of the Program Manager, a key position. Tatilek acknowledges that if the Program Manager should need to be replaced, the replacement's direct labor costs will also not be directly charge to the Government.

## **H.7 RESUME FORMAT AND CONTENT REQUIREMENTS**

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

Complete Name

Task Order Labor Category / Contractor Labor Category

Percentage of time to be allocated to this effort

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

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

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

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

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

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

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

(d) Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

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

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

(g) Gaps in experience shall be avoided.

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

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

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

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

Professional licenses and certifications. Note the date obtained for each, as well as the date when each license/certification requires renewal.

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(j) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation **N00024-12-R-3150** by \_\_\_\_\_ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Offeror Signature and Date

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

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

#### **H.8 NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions issued via Task Order modification after the instruction has been signed by the Contracting Officer, COR and Contractor. As used herein, technical instructions are defined to include the following:

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

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

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

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

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

#### **Additional Information Relating to the Issuance of Technical Instructions:**



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Following approval of a Technical Instruction (TI) by the Contracting Officer and Acknowledgement of Receipt by the Contractor, the TI will be incorporated into the task order by administrative modification.

#### **H.9 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

#### **H.10 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)**

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYDH-40010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000  
Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

#### **H.11 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:

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CLIN	CPFF	Funding this Action	Previous Funding	Total Funded	Balance Unfunded	Hours Funded
Base Period						
4000	\$776,800	\$0		\$776,800	\$0	
6000	\$540	\$0	\$0	\$0	\$540	
Total Base Period	\$777,340	\$0		\$776,800	\$540	
Option 1					0	
4100	\$787,780	\$0		\$787,780	\$0	
6100	\$540	\$0	\$0	\$0	\$540	
Total Option 1	\$788,320	\$0		\$787,780	\$540	
Option 2						
7000	\$799,076		\$0	\$650,000	\$149,076	
9000	\$540	\$0	\$0		\$540	
Total Option 2	\$799,616		\$0	\$650,000	\$149,616	
Total Contract	\$2,365,276			\$2,214,580	\$150,696	

#### H.12 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

CLIN	Allotted to Cost	Allotted to Fee	Est. CPFF	POP Funded Thru
Base Period				
4000			\$776,800	01/01/14
6000	\$0	\$0	\$0	
Total Base Period			\$776,800	
Option 1				
4100			\$787,780	12/02/14
6100	\$0	\$0	\$0	
Total Option 1			\$787,780	
Option 2				
7000			\$650,000	09/05/2015
9000	\$0	\$0	\$0	
Total Option 2			\$650,000	
Total Contract			\$2,214,580	

(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

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

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

### **H.13 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.

CLIN	Compensated	Uncompensated	Total Hours
4000	15,426	-	15,426
4100	15,426	-	15,426
7000	15,426	-	15,426
Total	46,278	-	46,278

(b) Of the total man-hours of direct labor set forth above, it is estimated that **46,278** 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 **297** 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.

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

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

(g) 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 underrun; (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 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the

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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 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.

#### **H.14 SAVINGS INITIATIVES**

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

Maximum Pass-Thru Rate:

Fixed Fee:

Other: G&A -

Tatilek has proposed to not direct charge the Government for the labor costs of the Program Manager. Tatilek acknowledges that if the Program Manager should need to be replaced, the replacement's direct labor costs will also not be directly charge to the Government.

The above maximum rates are applicable to the prime contractor. In accordance with all Seaport-e Contracts, the subcontractor's fee rate shall not exceed the prime's Seaport-e contract fee rate. Subcontractors may not earn fee on ODCs.

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

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

#### **H.15 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently

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owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19 of the basic contract.

#### **52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)**

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) 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 to construction or service contracts.

#### **52.219-14 LIMITATIONS on SUBCONTRACTING (Nov 2011)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability*. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance

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incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

### **52.219-17 SECTION 8(a) AWARD (Dec 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Naval Surface Warfare Center Dahlgren Division the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Naval Surface Warfare Center Dahlgren Division Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Naval Surface Warfare Center Dahlgren Division.

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## SECTION I CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE

- 52.203-16** Preventing Personal Conflicts of Interest (DEC 2011)
- 52.222-41** Service Contract Act of 1965 (Nov 2007)
- 52.223-18** Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
- 52.224-1** Privacy Act Notification (APR 1984)
- 52.224-2** Privacy Act (APR 1984)
- 252.204-7000** Disclosure of Information (DEC 1991)
- 252.222-7006** Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)

All clauses incorporated by reference in the offerors MAC contract apply to this Task Order, as applicable.

Note: Regarding **52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007)**, Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

### I.2 CLAUSES INCORPORATED BY FULL TEXT:

#### I.2.1 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.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
4100	Within 12 months after the Task Order Performance.
7000	After the first 12 months of Task Order Performance, and no later than 24 months after
after	Task Order Performance begins.

(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 three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the



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aforementioned requirement have been expended.

### **I.2.2 SERVICE CONTRACT ACT WAGE DETERMINATION(S)**

(A) Due to the nature of some of the support 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 those non-exempt personnel performing under this Task Order. Work under this Task Order involves performance in King George and attachment J.10 provides Rev. 13 to Wage Determination No.2005-2103 for the state of Virginia.

The following table provides a correlation between Task Order labor categories in Section H and the Wage Determination Occupations shown in Attachment J.10.

Task Order Category	Occupation Code
Senior Systems Analyst	14103
Senior Computer Operator	14045
Journeyman Computer Operator	14044
Junior Systems Analyst	14101
Junior Computer Operator	14041

### **I.2.3 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, 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 as if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

<u>Employee Class</u>	<u>GS Equivalent</u>
Senior Systems Analyst	GS 12
Senior Computer Operator	GS 12
Journeyman Computer Operator	GS 11
Junior Systems Analyst	GS 9
Junior Computer Operator	GS 9

### **I.2.4 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

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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 paragraph 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 **ten** 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—

- (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 **ten** 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;

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(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 paragraphs (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 cost or delivery schedule or both; and

(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.

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## SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List (CDRL)

Attachment J.1 - DD 254, Contract Security Classification Specification

Attachment J.2 - COR Appointment Letter

Attachment J.3 - Wage Determination WD 05-2103 Revision 14 (updated)

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