

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

1. CONTRACT NO. N00178-10-D-6333		2. DELIVERY ORDER NO. 0003		3. EFFECTIVE DATE 2013 Oct 01		4. PURCH REQUEST NO. See Section G		5. PRIORITY DO-A7	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110				7. ADMINISTERED BY DCMA SEATTLE 188 106TH AVE NE, STE 660 BELLEVUE WA 98004		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR Tatitlek Training Services, Inc 561 East 36th Avenue Anchorage AK 99503				10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS			
				12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL X SMALL DISADVANTAGED WOMEN-OWNED			
14. SHIP TO See Section D				15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
	PURCHASE		Reference your _____ furnish the following on terms specified herein.						
			ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.						

Tatitlek Training Services, Inc

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED  
(YYYYMMDD)

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE

See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA		25. TOTAL \$5,627,264.00	
		BY: _____		26. DIFFERENCES	
		09/10/2013			
		CONTRACTING/ORDERING OFFICER			

27a. QUANTITY IN COLUMN 20 HAS BEEN

<input type="checkbox"/> INSPECTED	<input type="checkbox"/> RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS
		PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
		FINAL		

f. TELEPHONE	g. E-MAIL ADDRESS	31. PAYMENT COMPLETE		34. CHECK NUMBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		PARTIAL		35. BILL OF LADING NO.
		FULL		

a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			
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37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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## GENERAL INFORMATION

### GENERAL INFORMATION

Award is made to Tatitlek Training Services Inc, (TTSI) on the basis of their initial proposal in response to solicitation N00024-13-R-3190. Based on TTSI's proposal and administrative matters, the following are incorporated into the award:

1. In Section B, the Labor Hours, Minimum Fee, Maximum Fee, and Share Ratios proposed are incorporated into the appropriate sections.
2. In Section G, in the clause POINT OF CONTACT FOR THIS ORDER, information is added for the Contracting Officer Representative (COR).
3. In Section G, CONSENT TO SUBCONTRACT is completed to reflect the subcontractors included in the initial proposal.
4. In Section G, the clauses FUNDING PROFILE and NAVSEA 5252.232-9104, ALLOTMENT OF FUNDS are updated to reflect the funding provided with award.
5. In Section G, the clause SEA 5252.216-9122 LEVEL OF EFFORT the chart is completed using information provided in the proposal.
6. In Section G, the clause INVOICE INSTRUCTIONS, information in the WAWF chart is completed and information is added in the E-mail notification box.
7. In Section H, the clause SAVINGS INITIATIVES is completed using information provided in the proposal.
8. In Section J, Attachment J.2 Cost Summary Format and Attachment J.3 Supporting Cost Data are deleted. These attachments were only applicable to the solicitation.

#### a) ACCOUNTING DATA

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

b) Following Task Order award, the General Information section will be used to summarize the nature of the modification. A conformed copy of the Task Order is issued with each modification. The information conveyed in this section is a part of the instant modification only; it is not incorporated into subsequent conformed copies of this Task Order.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
-----	---	-----	---	---	-----	-----	-----
4000	R699	Base Period, Labor for Secretarial and Access Control IAW Section C, PWS. (OTHER)		LH		\$5,621,964.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0				
		Government Underrun Share Line	70.0				
400001	R699	Funding for CX09 (WCF)					
400002	R699	Funding for CR Corporate Review (WCF)					
400003	R699	Funding for CX8 Environmental & Safety (WCF)					
400004	R699	Funding for CX9 Security (WCF)					
400005	R699	Funding for CXA10 Information Management (WCF)					
400006	R699	Funding for CXPE HR (WCF)					
400007	R699	Funding for CXPT HR (WCF)					
400008	R699	Funding for CXPC HR (WCF)					
400009	R699	Funding for CXPC HR (WCF)					
4050	R699	Base Year, Labor Surge, IAW Section C, PWS. (OTHER) Option		LH		\$868,583.00	
		Max Fee					
		Min Fee					

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Government Overrun Share Line 70.0  
Government Underrun Share Line 70.0

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R699	ODC is support of CLIN 4000. (OTHER)	1.0	LO	

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R699	Option Year 1, Labor for Secretarial and Access Control IAW Section C, PWS. (OTHER) Option Max Fee Min Fee Government Overrun Share Line 70.0 Government Underrun Share Line 70.0		LH			\$6,025,675.00
7050	R699	Option Period 1, Labor Surge IAW Section C, PWS. (OTHER) Option Max Fee Min Fee Government Overrun Share Line 70.0 Government Underrun Share Line 70.0		LH			\$946,554.00
7100	R699	Option Period 2, Labor for Secretarial and Access Control IAW Section C, PWS. (OTHER) Option Max Fee Min Fee Government Overrun Share Line 70.0 Government Underrun Share Line 70.0		LH			\$6,141,605.00
7150	R699	Option Period 2, Labor Surge IAW Section C, PWS. (OTHER) Option		LH			\$964,719.00

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Max Fee  
Min Fee  
Government Overrun Share Line 70.0  
Government Underrun Share Line 70.0

7200 R699 Option Period 3, LH \$6,142,035.00  
Labor for  
Secretarial and  
Access Control  
IAW Section C,  
PWS. (OTHER)  
Option

Max Fee  
Min Fee  
Government Overrun Share Line 70.0  
Government Underrun Share Line 70.0

7250 R699 Option Period 3, LH \$964,255.00  
Labor Surge IAW  
Section C, PWS.  
(OTHER)  
Option

Max Fee  
Min Fee  
Government Overrun Share Line 70.0  
Government Underrun Share Line 70.0

7300 R699 Option Period 4, LH \$6,242,563.00  
Labor for  
Secretarial and  
Access Control  
IAW Section C,  
PWS. (OTHER)  
Option

Max Fee  
Min Fee  
Government Overrun Share Line 70.0  
Government Underrun Share Line 70.0

7350 R699 Option Period 4, LH \$979,917.00  
Labor Surge IAW  
Section C, PWS.  
(OTHER)  
Option

Max Fee  
Min Fee  
Government Overrun Share Line 70.0  
Government Underrun Share Line 70.0

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
9000	R699	ODC is support of CLIN 7000. (OTHER)	1.0	LO	

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Option

9100	R699	ODC is support of CLIN 7100. (OTHER) Option	1.0	LO
9200	R699	ODC in support of CLIN 7200 (OTHER) Option	1.0	LO
9300	R699	ODC in support of CLIN 7300 (OTHER) Option	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 (Alt.1) 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 applies only to the Option CLINs.

**NOTE 3: REMOVED FOR AWARD.**

**NOTE 4: SURGE**

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

**B.1 REMOVED FOR AWARD.**

**B.2 TYPE OF ORDER**

This is a Level of Effort (term) type order.  
Items in the 4xxx and 7xxx series are cost plus incentive fee type.  
Items in the 6xxx and 9xxx series are cost only, excluding fee.

**B.3 ADDITIONAL CLINS**

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to allow for additional SLINs as needed and accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort or value of the task order.

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**B.4 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

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

**B.5 REMOVED FOR AWARD.**

**B.6 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)**

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**B.7 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

(Applicable to CLIN 6000, and if to the extent Options are exercised, CLINs 9000 through 9300)

(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:

- (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.

**B.8 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

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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.



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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **C.1 CONTRACT SCOPE**

The Contractor shall provide non-personal services of day-to-day operations of the Naval Surface Warfare Center Dahlgren Division (NSWCDD). The primary work location is at the Naval Surface Warfare Center Dahlgren Division in Dahlgren, Virginia. Work may also be required at other related Government facilities (See C.3.2). Day-to-day operational requirements include: Clerical, Administrative, Administrative Security, Access/Visitor Control and Data Management. Clerical Operations Support may also be provided to meet Dahlgren Division's mission/responsibilities outside the Dahlgren commuting area including: NSWCDD detachments/facilities Virginia Beach (VA), and the Naval Observatory/K08 (Washington, DC). The Contractor shall provide all necessary supervision, management, and administrative oversight for this effort. (A001) The Contractor shall furnish appropriate facilities, personnel support, and services for any off-site support related to this contract.

### **C.2 AREAS OF SUPPORT**

#### **C.2.1 CLERICAL / SECRETARIAL**

Perform general secretarial and clerical duties necessary to meet the needs of the Branch, Division, or Program Office, including the following:

- (a) Answer and screen incoming telephone calls in a professional manner. Determine the nature of calls and refer the caller to the appropriate personnel or office. Record a written message if the requested person is not available. The Contractor will personally respond and take for action any call related to office procedures or processes.
- (b) Receive, greet, and screen visitors. Determine the nature of the visit and direct the visitor(s) to the appropriate person.
- (c) Maintain a log for all visitors.
- (d) Schedule tentative appointments/meetings.
- (e) Make arrangements for meetings and conferences on and off the NSWCDD location. Assemble background materials, prepare agendas, schedule conference rooms, set up conference rooms, arrange for appropriate telecommunications and audiovisual equipment, coordinate visit requests, arrange for parking, during meetings assist with audiovisual equipment and take any necessary minutes, record and report on the proceedings and maintain tickler file for action items.
- (f) Contractor shall prepare documents in accordance with the Naval Correspondence Manual. Prepare documents (to include proofing grammar, spelling and formatting) and complete forms including: correspondence (official correspondence, letters, first endorsements, memorandums, messages and form letters), instructions, notices, change transmittals, special directives, and

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technical reports, test plans, deficiency reports and Naval Messages (NAVGRAMs). Information for preparing documents and completing forms may be provided (rough draft, handwritten, verbal and email) or may require retrieval. Verify addresses and references. Final versions shall be in accordance with the Navy Correspondence Manual 5216 Series, local NSWCDD instructions, department guidance, and other applicable Department of Defense (DoD) and Navy guidance. Ensure all correspondence conforms to Correspondence Manual style. Ensure no spelling or grammatical errors on all correspondence. Maintain log of all correspondence issued by Branch, Division, or Department. Receive and review incoming correspondence, establishing controls on certain items and prepares replies to administrative correspondence not requiring the Branch, Division, or Department attention. Route correspondence to appropriate staff member. Maintain points of contact.

- (g) Complete signature routing, tracking, and distribution of documentation.
- (h) Copy, scan, reduce, fax, bind, route, file, distribute, archive, shred, and dispose of documentation.
- (i) Process timecard entries, timecard reports, training requests and shipping documents using the Navy Enterprise Resource Planning (Navy ERP) system.
- (j) Receive, sort, distribute and prepare incoming and outgoing mail.
- (k) Using Government systems, process requisitions, training requests, visitor clearances, visit requests, overtime requests and property passes. Currently, these systems consist of IBPES, JESSICA, JPAS, and NAVY ERP. Note: Business Applications (BUSAPPS) is not an authorized database for clearance verification.
- (l) Assist with travel orders by utilizing the Defense Travel System (DTS) to book travel, enter orders, sign (electronically) for traveler, and forward to Government official for approval; prepare travel order amendments; retrieve orders; enter travel claims.
- (m) Establish / maintain / update office filing systems (both hard copy and electronic).
- (n) Receive and coordinate accurate and timely action items, requests and data calls.
- (o) Maintain inventory of office supplies and use approved processes for replacement.
- (p) Perform user maintenance on office equipment and call for services when required. Receive information and post on the official Government Bulletin Board. Assemble equipment components, integrate peripheral devices, configure as required to achieve a functional system, and assist with automated information system (AIS) accreditation.
- (q) Coordinate travel arrangements for personnel to include the coordination of travel

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arrangements, and submitting travel vouchers for payment. Advise personnel of important office matters arising during the personnel's absence and call attention to significant items in reports, files, and correspondence.

(r) Work with the NSW CDD Public Affairs for all distinguished visitors to the Division / Departments. Designate reserved parking spaces for VIP visitors.

(s) Travel on base may be required for pick-up or delivery of official information in the course of daily business, to include classified materials.

(t) Create spreadsheets with multiple, interconnected worksheets, appropriate use of formulas, and use of pivot tables. Create PowerPoint presentations and ensure consistence of style by utilizing the standard format for each Program Office, Division, or Department.

(u) The Contractor shall upload documents/emails into appropriate folders on the SharePoint site for use and retention. The Contractor shall maintain and search SharePoint for appropriate documents and information.

(v) Assist the Division Staff/Department Staff and Department Administrative Assistant daily and in the absence of senior level secretaries in their absence providing guidance, and review the work of lower level secretaries to ensure compliance with Navy, NSW CDD, and Department processes, procedures and guidelines.

(w) Required to monitor work flow to and from the Department Office. The contract employee shall handle different situations, problems and deviations in the work of the office according to general instructions, priorities, duties, policies and goals.

(x) Perform routine maintenance of general office equipment. Replace printer and plotter supplies as needed and dispose of according to standard operating procedures.

(y) Aid in the disposal of excess or non-functioning equipment.

(z) Meetings: Maintain minutes of all staff meetings / visits and post on SharePoint after approval. Monitor conference rooms to ensure facilities are adequately maintained. Ensure audiovisual equipment availability as requested for scheduled meetings.

(aa) The Contractor shall establish and maintain Standard Operating Procedures for clerical/secretarial duties.

### **C.2.2 ADMINISTRATIVE ASSISTANCE**

Including the requirements listed above in C.2.1, the Contractor shall work independently on requirements, including the following:

(a) Provide administrative support specifically dedicated to the requirements of the project team,

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program office, division and department.

(b) Responsible for the administration of and adherence to standard policies and procedures applicable to military standards/specifications/guidance (including the NSWCCD Instructions/Guides).

(c) Under limited supervision, the Contractor shall collect, analyze, and research data for assigned projects.

(d) Prepare briefing charts and other presentation materials.

(e) Makes administrative decisions independently and take action on behalf of the program management to provide completed project and assignments.

(f) Independently handle correspondence not requiring personal attention of the program management.

(g) The Contractor shall establish and maintain Standard Operating Procedures for administrative duties.

### **C.2.3 ADMINISTRATIVE SECURITY**

Including the above requirements under C.2.1, Administrative Security will include the following:

(a) Monitor the Lenel Enterprise Control/Intrusion Detection System (IDS) alarms, monitoring of security cameras; reporting alarms/issues to Government Security Staff.

(b) Data entry of security related information into database/programs and processing request for Common Access Cards pin number reset utilizing the CAC Pin Reset Workstation.

(c) Manning the quarterdeck/facility, visitor identification, clearance verification, visitor access control, use of the Joint Personnel Adjudication System (JPAS), security checks and security escorts.

(d) Physical security assistance of force protection/anti-terrorism and the physical security program. The Contractor shall support the scheduling and execution of random anti-terrorism measures and execute additional security required during the normal working day when higher threat conditions dictate.

(1) Physical security program support involves assisting the Physical Security Officer in executing administrative package inspections at entrances, end of day building checks, monitoring the security intrusion detection system and responding to internal alarms during the daytime, standing by to support emergency actions, such as monitoring emergency exit doors during building evacuation, allowing emergency response personnel in the building, acting as the central telephone communication point for outside activities, managing security container inventories, security container/combination lock envelope management, physical security inspections, issuing

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building badges, and creating Isolated Personnel Report (ISOPREP) photos for foreign travel.

(e) Management of key control (issuance, return & tracking). Completing annual key inventories and tracking the temporary, daily check out of keys. Completion of Key Memos to NAVFAC for Security Officer signature when new keys are required.

(f) Maintaining the combination envelopes and the database which tracks security containers and combination locks on vault doors or strong rooms. Security container and combination lock maintenance

(g) Randomized searches of hand carried items, and implementation of emergency action procedures.

(h) Provide security escorts to command visitors, and complete end-of-day security rounds in accordance with operating procedures.

(i) Utilize other software programs used by Security as necessary to provide administrative support.

(j) The Contractor shall establish and maintain Standard Operating Procedures for administrative security duties.

#### **C.2.4 ACCESS / VISITOR CONTROL**

Including the requirements listed under C.2.1, the Access/Visitor Control shall include:

(a) Provide access control for specific buildings at NSWCDD. Access shall be authorized in accordance with established security procedures for each building.

(b) Utilize sufficient personnel to ensure that escort services are provided and have appropriate coverage.

(c) Escort those visitors having official business but who do not have at least a secret-level security clearance or a specific sponsor within the building. For those persons who have a specific sponsor, the Contractor shall notify the contact that the visitor is waiting in the lobby. The Contractor shall issue appropriate badges to all visitors entering buildings. Additionally, the Contractor shall assist with the Outlook calendar used for the scheduling of conference rooms.

(d) Contractor personnel shall not escort visitors into vaults or strong rooms. They may escort visitors up to the door of the vault or strong room and turn them over to the custodian or custodian's representative.

(e) Only official visitors shall be escorted. People shall not be escorted to use the vending machines located in the snack bar area and throughout the building.

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- (f) During non-core hours if there is only one (1) person on duty, the Contractor shall assist visitors by notifying their contact of their arrival and issuing each visitor the appropriate badge.
- (g) The Contractor shall monitor and respond to alarms during normal working hours.
- (h) Receive other Contractors' deliveries and notify appropriate persons; shall receive guard mail and distribute the mail pouches to the appropriate department, division and branch secretaries' offices, and like deliveries, notify the appropriate secretaries; shall receive shipments (such as UPS) and either notify the addressee or deliver small packages along with the distribution of the mail pouches if space is available. Unclaimed mail or packages will either: be moved into the Government designated locked area for unclaimed packages at the end of the day or stored in accordance with the Buildings Operating Procedure.
- (i) Assist the Access Control Administrator with submitting trouble calls and escort services of access control maintenance workers.
- (k) Distribute the Portable Electronic Device (PED) forms to users and visitors if established by security procedures for each building.
- (l) Maintain a daily log / database documenting visitors' names (Visitor, Contractor or Government personnel), Points of Contact (POC), date and time of arrival / departure, employer, and the visitor badge number assigned. Dependent on Department's operating procedure security classification level and level of authorized access shall also be documented. Authorization will be established based on security classification level.
- (m) Any questions regarding a security clearance or escort shall be referred to the Departments Security Officer.
- (n) The Contractor shall be responsible for the receipt and transmission of unclassified facsimile for Building personnel. The Contractor will notify the recipient of the facsimile.
- (o) If the Building has a "no electronic device policy", the Contractor shall ensure all Visitors entering the building are aware of and enforce the policy by pointing out the list of prohibited items posted on the entry door and the visitor check-in desk.
- (p) Maintain Authorized Personnel list and enable badge access for those personnel meeting established Security and Program requirements.
- (q) Open, secure, and alarm zones in accordance with a buildings standard operating procedure [excluding any Sensitive Compartment Information Facility (SCIF)].
- (r) The Contractor shall maintain and operate repository's for classified and unclassified documents and magnetic media. The Contractor shall be responsible for receipt, logging, storage,

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and access control of all material located in the repository. As support for this facility, the Contractor shall preform as a Secondary Control Point (SCP) for classified documents. SCP requirements shall include:

- (1) Maintain a current inventory database of all media in the assigned repository. This database shall include the following for each entry: media type, title, location, classification, check in/out activity (person, date, time), and other identifying information.
- (2) Ensure proper handling and storage of all media.
- (3) Generate updated lists of all entries maintained in the repository databases on a monthly basis or as changes require.
- (4) Generate weekly lists of the following for review and action by the appropriate government personnel:
  - i) non-barcoded secret media greater than 60 days old,
  - ii) non-barcoded secret media greater than 90 days old.
- (5) Perform Secondary Control Point (SCP) duties in accordance with the Classified Material Control Office regulations.
- (6) Receive, process, track, and inventory all classified materials.
- (7) Ensure all classified media are properly barcoded and maintained in the classified inventory database. This database shall include the following for each entry: description, barcode number, owner, check in/out dates, accession number, date destroyed, and date mailed.
- (8) Duplicate media or transfer data between media as required.
- (9) Prepare transmittals and packages for mailing of classified material.
- (10) Receive, store, process, distribute and track magnetic media and related documents.
- (11) Ensure proper handling and storage of all magnetic media including declassification and disposal in accordance with the appropriate Automated Data Processing Standard Operating Procedures (ADP SOP).
- (12) Perform virus checks on all media entering Strike buildings in accordance with the Strike Systems Development Library (SSDL) ADP SOP.
- (13) Manage Host Based Security System (HBSS) and Media Transfer Agent (MTA) forms. Maintain a written record of all classified media; provide a monthly report of all media down-writes to the base. Prepare and distribute serialized media.

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(s) Maintain and operate the inventory tracking system. Generate inventory and disbursements reports monthly and as required to support daily operations.

(t) The Contract shall provide the following clerical data management support as follows:

(1) Generate and maintain Access Control and Clearance databases and prepare electronic reports.

(2) The Contractor shall keep their account on the Distributed Graphics System (DGS) active so they can monitor access requests in the Forms database.

(3) The Contractor shall confirm service calls have been logged and notify the request point of contact when public works personnel has resolved the service calls.

(4) The Contractor shall import hours worked to the TETT (Technical Effort Tracking Tool) in accordance with the Technical Effort Report.

5) The Contractor shall submit service calls and work requests to NAVFAC NSWCCD using Facility Service Request Module in accordance with Service and Work Request Report.

(u) The Contractor shall establish and maintain Standard Operating Procedures for access control duties.

### **C.2.5 SENSITIVE COMPARTMENT INFORMATION FACILITY (SCIF)**

SCIF includes clerical/administrative support, access/visitor control support, data management support, documentation support, and security support at a higher security level. **SCIF requires a TS/SCI level clearance. Appropriate procedures must be followed for handling information at all security levels up through Top Secret/SCI;** including unclassified, Privacy Act Information, For Official Use Only (FOUO), Confidential, Secret, Top Secret (TA), NATO, Sensitive Compartmented Information (SCI). All "Need-to-Know" determinations will be made by Government personnel and provided to the Contractor. Support for the SCIF including:

(a) Establish/operate/maintain Classified Inventory Control and on-site SCI libraries for the Special Security Officer (SSO).

(b) Maintain the "Watch-to-Watch" inventory.

(c) Schedule and perform quarterly alarm tests of SCIFs under NSWCCD cognizance.

(d) Conduct inspections and searches in accordance with NSWCCDINST 55.30.4A (or update) SECURITY ADMINISTRATIVE INSPECTION (AI) PROGRAM FOR SENSITIVE COMPARTMENTS INFORMATION FACILITIES (SCIFs) AND SPECIAL ACCESS PROGRAM FACILITIES (SAPFs).



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- (e) Establish/maintain the Non-Disclosure Statement database located within JPAS.
- (f) Coordinate/generate Non-Disclosure Agreements for NSWCCD employees with Top Secret/SCI clearance.
- (g) Ensure areas are properly sanitized prior to escorting anyone into the SCIF.
- (h) Maintain eyes-on visual contact of non-SCI visitors 100% of the time when performing escort duties in the SCIF.
- (i) The Contractor shall establish and maintain Standard Operating Procedures for SCIF duties.

### **C.2.6 MEDIA SPECIALIST**

Including the above requirements under C.2.1, the Media Specialist position will include the following requirements:

- (a) Destruction of sensitive unclassified and classified information in accordance with established DoD and Navy Policies.
- (b) Destruction of magnetic and optical media (hard drives, data tapes, compact disks, digital video disks, VHS tapes, metal platters, floppy disks, reel-to-reel tapes, etc.) and all paper products, regardless of classification. Destruction will be accomplished either locally using command owned destruction equipment (magnetic media degaussing equipment, hard drive anvil, CD/DVD shredder, paper disintegrator) or by mailing material to an authorized destruction facility via U.S. Registered Mail.
- (c) Processing all required documentation to include: destruction reports, transmittals, hard drive destruction logs and monthly volume reports of destruction for DoD review and signature.
- (d) Transport purged (destroyed) hard drive carcasses to the supply department for metal recovery.
- (e) The Contractor shall establish and maintain Standard Operating Procedures for media specialist duties.

### **C.3 GENERAL REQUIREMENTS**

#### **C.3.1 AVOIDANCE OF PERSONAL SERVICES**

Work will be performed in Government spaces. Contractor processes should maintain an “arm’s length” relationship with Government personnel. Personal services or even the appearance of personal services must be avoided. Contractor personnel must NOT operate as if they are Government employees performing the work. Contractor personnel work directly for the

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Contractor even though they may occupy Government spaces. The Contractor is responsible for making assignments and supervising their personnel.

The Contractor is specifically prohibited from performing functions which are defined as inherently Governmental functions (See FAR 7.503) and require performance by Government employees in order to retain essential control and responsibility. All Contractor personnel attending meeting, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves.

### **C3.2 LOCAL SUPERVISION**

The Contractor shall provide sufficient local supervision to ensure that all work schedules and instructions with this Performance Work Statement. Any perceived conflict shall be directed to the Contracting Officer Representative (COR) and Contract Specialist.

The Local Supervisor shall track and maintain attendance for all requirement locations.

Requirement locations to include: Engagement Systems (G Department), Strategic and Weapon Control Systems (K Department), Electromagnetic and Sensor Systems (Q Department), Warfare Systems (W Department), Asymmetric Systems (Z Department), WC Staff Support (C9), Corporate Review & Improvement (CR&I), Operations Department (CX), CX8 (Safety & Environmental), Staffing & Recruitment Branch (CXPC), Equal Employment Opportunity Branch (CXPE), CS (Contracts), Security Division [XVK (Dam Neck)], and Maritime & Joint Systems Integration & Interoperability Department [F Department (Dam Neck)].

### **C.3.3 WORKING HOURS**

#### **C.3.3.1 CORE HOURS & COVERAGE**

Normal hours will be Monday through Friday, between 0700 and 1700, not to exceed 8 hours per day. If variances are required from the normal operating hours the Contractor shall obtain permission from the COR prior to working those hours. Specific positions require coverage every Government working day. For these positions the Contractor is required to provide appropriate office coverage during the absence of the person normally filling the position. Other positions may require "back-up" personnel when the person normally filling the requirement is away from the work site for multiple days.

Contractor personnel may be required to temporarily cover or assist other physical locations under this effort.

#### **C.3.3.2 EXTENDED COVERAGE**

Contractor support may be needed to keep the certain functions operational outside of core

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hours and on Federal Holidays. Extended coverage requires COR and Contract Specialist approval.

### **C.3.3.3 OVERTIME**

Overtime may be required to complete emergent requirements. When required, overtime shall be requested to the COR and Contract Specialist prior to working. In accordance with 52.222-2 Payment for Overtime Premium, overtime shall be requested in writing. Overtime that is not approved in advance will not be authorized for payment.

### **C.3.3.4 TELEWORK**

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

### **C.3.4 URGENT REQUIREMENTS**

The Contractor shall have a manager or designee available by phone/pager to support schedule changes. The manager shall respond to contingencies within twenty-four (24) hours to support emergencies. An emergency recall list shall be provided to the COR and Contract Specialist.

### **C.3.5 WORK ETIQUETTE**

The following applies to all Contractor personnel performing on the Government site: The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. Each employee is expected to adhere to standards of behavior that reflect credit on himself/herself, his/her employer, and the Federal Government.

Appropriate business attire suitable for dealing with the public must be worn. The Contractor shall demonstrate professional demeanor, mannerisms, and teamwork while getting the job done in a timely and efficient manner. The Contractor shall be able to communicate effectively and professionally both orally and in writing with all levels of personnel. Profanity or abusive language is strictly prohibited in Government spaces. Harassment in any form is also prohibited in Government spaces.

The Government may require transfer/removal from this contract any employee who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the facility or its population.

### **C.3.6 SKILLS AND TRAINING**

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, certifications, and training required by Federal, State, and Local laws and regulations.

In addition, per the requirements set forth in DoD 8570.1M, as a condition of privileged access to any information system, PERSONNEL PERFORMING IA FUNCTIONS must satisfy both

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preparatory and sustaining DoD IA training and certification requirements as outlined in Chapters 2-5 of the directive. Additionally, personnel with Privileged Access must complete a “Privileged Access Agreement”. All costs for DoD 8570.1M certification shall be borne by the Contractor for new employees on this contract.

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. The Contractor shall provide training opportunities to maintain Contractor capabilities / skills to coincide with changing technology environments.

Training on non-commercial and department-specific tools and procedures will be provided by the Government.

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 the purposes of this clause. The Contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel, and labor costs.

### **C.3.7 TRAVEL**

Off-site travel may be required in support of the duties. Mileage reimbursement, (not to exceed the Government mileage allowance in effect during the period of performance) travel expenses for overnight stay, and labor will be permitted as an allowable cost for off-site travel. Travel shall be approved in advance by the COR and Contract Specialist.

Travel allowances are not authorized for incidental local travel on base or in the immediate local area off base (e.g. UMW Dahlgren Campus).

### **C.3.8 SECURITY**

#### **C.3.8.1 CLEARANCE**

All personnel performing on-site must maintain the appropriate level security clearance. A security clearance is required in order to access Government computer systems. Access to and the preparation of classified material may be required in the execution of tasking associated with this contract. Access to and including Top Secret in accordance with the attached DD254 will be required.

#### **C.3.8.2 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION**

Work under this contract 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 regulation. 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 /

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data must not be shared outside of the specific work areas. All personnel with access to privacy act data in support of this contract must sign a Privacy Act certification shall be kept on file by the Contractor with a copy to the Contracting Officer Representative.

### **C.3.8.3 KNOWLEDGE AND CERTIFICATION**

The Contractor shall ensure that all their employees are knowledgeable in National Industrial Security Program procedures and practices. Contractor employees shall observe and comply with all DoD, Navy, and NSWCDD security provisions in effect during the contract period of performance. Security training and certifications necessary to perform under this contract are the responsibility of the contractor.

### **C.3.9 GOVERNMENT FURNISHED SPACE AND EQUIPMENT**

The effort required under this contract will be performed on-site, with the exception of the Program Manager and Local Supervisor. The Government will provide furnished office space for positions that require Contractor performance on the Government site. Contractor personnel shall only use the Government-furnished equipment, software, systems, and services for official use that is directly related to the performance of work under this contract. Contractor personnel shall comply with site instructions regarding the use of Government-furnished equipment, software, systems, and services.

### **C.3.10 GOVERNMENT FURNISHED INFORMATION**

The Government will provide access to information and documentation required for contract performance. All information and documentation shall be retained at the Government work site.

### **C.3.11 EMPLOYEE NON-DISCLOSURE**

The Contractor's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) 3.104. Contractor employees shall not appropriate or disclose such information for his/her own use, or the use of his/her employer, or to release or discuss with third parties unless specifically authorized in writing to do so. The Contractor may not disclose any information that it gains access to while performing this contract (i.e. sensitive, proprietary, classified, privacy act, or source selection information) and shall agree to report any improper release or disclosure of such information. Upon expiration of this contract, the Contractor shall have a continuing obligation not to disclose this information to any person or legal entity unless authorized by the head of the agency, contracting agency, or contracting officer to receive such information. Violations of this agreement are subject to administrative, civil and criminal sanctions.

By executing this contract, the Contractor agrees to be bound by the terms of the NON-DISCLOSURE AND NON-USE AGREEMENT (Agreement) and made a part hereof, relating to Government Proprietary Information. The Contractor is also bound by the terms of DFARS 252.227-7025, also incorporated herein. The Contractor shall ensure that each Contractor employee has read and understood the terms of the Agreement and the Clause, and

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that each Contractor employee has agreed to be bound by the terms of each. For each employee, the Contractor shall provide documentation indicating compliance with the terms of this provision.

The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and shall be returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

#### **C.4 PERFORMANCE REQUIREMENTS**

C.4.1. General administrative support is required daily, though each of the specific subtasks listed may not occur daily. Specific schedules for completions may be provided with each requirement. Unless specific schedules for deliverables are provided, assume performance is required daily.

##### **C.4.2. SPECIFIC SCHEDULES**

Normal timekeeping data input must be accomplished prior to Monday morning certification times. This schedule may vary due to holiday schedules or technical difficulties and will be identified as they occur. Additional schedules will be identified by the COR. Travel orders and claims completed within one (1) working day of receipt.

##### **C.4.3. TASKING**

Tasking subject matter, level of complexity, and degree of difficulty will vary. The Contractor shall ensure that all work meets performance objectives and standards. All work shall be performed within time limits specified, constraints present, and schedule of customer's operations. The Contractor is encouraged to recommend process improvements within specifications and procedural boundaries to achieve efficiencies and cost savings.

##### **C.4.4. PERFORMANCE ISSUES**

The Contractor shall resolve any and all performance issues and personnel conflicts. If a contracted employee is not performing at the appropriate level of competence or professionalism while performing the requirements of the Performance Work Statement, the COR will notify the Contractor's Program Manager, and the Contractor will have three (3) working days to provide the COR with their solution.

##### **C.4.5 QUALITY**

The Contractor shall establish, plan, develop, document, implement and maintain a quality system that ensures the services conform to the specified contract requirements as defined in the Performance Work Statement. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under the contract. The Contractor shall implement procedures to identify and prevent defective services from recurring.

#### **C.5 ELECTRONIC SPILLAGES**

(a) Electronic spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy

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

(b) NSWCDD Command Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DoD Contract Security Classification Specification - DD254. Command Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. Command Security will notify the Contracts Division with the Contractor facility name and contract number, incident specifics and associated costs for cleanup. The Contract Specialist will work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is 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.6 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.7 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 Contract Specialist

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immediately in accordance with the clause 52.243-7 Notification of Changes.

(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.8 IDENTIFICATION BADGES**

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

### **C.9 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.10 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



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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 includes: 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 "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 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.11 USE OF INFORMATION SYSTEM (IS) RESOURCES**

### **(a) 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.

### **(b) Contractor Use of NSWCDD IS Resources**

(1) 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.

(2) 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.

### **(c) 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 Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DoD policy (DoDI

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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.12 SUBCONTRACTORS/CONSULTANTS**

In addition to information required by FAR 52.244-2 Alternate 1 (JUN 2007), the Contractor shall include the following information in requests to add Subcontractors or Consultants during performance, regardless of subcontract type or pricing arrangement.

(a) Clearly present the business case for the addition of the Subcontractor/Consultant,

(b) Compliance with Clause 52.219-14 – Limitations on Subcontracting, and

(c) Impact on providing support at the contracted value.

### **C.13 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 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 Contracting Officer's Representative (COR) with an inventory and Material Safety Data Sheet (MSDS) for these materials.

### **C.14 DdI-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS**

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

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

### **C.15 HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data

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Requirements List, DD Form 1423, and Exhibit (A), attached hereto.

**C.16 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

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

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, 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.17 HQ-C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (JAN 2008)**

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(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 29 April 2013, in response to NSWCCD Solicitation No. N00024-13-R-3190.

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

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

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

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

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

### **C.19 HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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

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

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described below in accordance with the requirements of FAR 9.5.

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

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

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

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any Subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime Contractor or as a Subcontractor, or as a Consultant to a Prime Contractor or Subcontractor, any system, component or services which is the subject of the work to be performed under this order. This exclusion does not apply to any recompetition for those systems, components, or services furnished pursuant to this order. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the Contractor, Subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three (3) year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational

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conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

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

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

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

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

## **C.20 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a Subcontractor or as a Prime Contractor under this competitive

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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 fourteen (14) days of receipt of any information that may indicate a Potential OCI and how they shall mitigate this.

### **C.21 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:

(a) Facility Security Clearance: The successful Offeror shall possess a Facility Security Clearance at the Top Secret level.

(b) Personnel Security Clearances: (b) Personnel Security Clearances: All individuals performing support under this Task Order are required to have, at a minimum, a SECRET level security clearance. One (1) Sec III shall be required to have Top Secret Clearance. One (1) Sec I shall be shall have a final Top Secret Clearance and must be SCI eligible [SSBI within the last five (5) years]. The Sec I Top Secret shall also be able to obtain and maintain SCI, once sponsored by NSWCDD.

(c) Organizational Conflict of Interest (OCI) /Mitigation Plan - The Contractor shall certify compliance with the OCI clause and present an acceptable plan to neutralize any potential conflict of interest. The certification and/or mitigation plan shall cover all team members.

(d) Accounting System – In order to be eligible for award, Contractor must have a DCAA approved accounting system.

### **C.22 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

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>

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

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

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### **C.23 PLAN OF ACTION AND MILESTONES (POA&M) and STAFFING PLAN**

**C.23.1** The contractor shall develop a Plan Of Action and Milestones (POA&M) and Staffing Plan Document for each requirement location and shall submit the POA&Ms for review within twenty one (21) calendar days after Contract Award, Exercise of Option and/or Modifications to the contract which affect the Level of Effort or Dollar Ceilings.

**C.23.2** The contractor shall prepare an Element POA&M/Staffing Plan Document, for each element/work area, for delivery.

**C.23.3** The following information shall appear, at a minimum, on each Element level POA&M/Staffing Plan:

- (a) Element Name
- (b) Date POA&M/Staffing Plan Submitted
- (c) Element/Work Area
- (d) Contract Number
- (e) Performance Period
- (f) Contractor Interfaces
- (g) Task/Element Manager
- (h) Government Interface, COR
- (i) Work Summary/Description
- (j) Schedule of Events Proposed/Planned to Accomplish Task

**C.23.4** Estimated Level of Effort (LOE) Requirement. This section shall include the LOE estimated to perform the work. Schedules/Plans for obtaining additional individuals shall be included, if applicable.

**C.23.5** Total Element Cost. Estimated cost shall include all cost (management, support, travel, labor, relocations, all fees, etc.) for that element.

**C.23.6** Each POA&M shall be signed by the Contractor (to include signature by Contractor's Element-Level Manager) and shall have a signature block for sign off and approval by the Government.



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## SECTION D PACKAGING AND MARKING

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

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

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

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

### D.2 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:

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(Name of Individual Sponsor)

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(Name of Requiring Activity)

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(City and State)

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE**

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

### **E.2 PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES**

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

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

### **E.3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

#### **E.3.1 PURPOSE**

E.3.1.1 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 objectives and the Government receives the quality of services called for in the contract. In addition, this QASP provides the specific criteria and process to be following in determining whether to exercise the award-term options.

E.3.1.2 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.

E.3.1.3 This QASP defines the roles and responsibilities of Government personnel involved in the evaluation of the quality of Contractor performance, identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

#### **E.3.2 AUTHORITY**

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

#### **E.3.3 SCOPE**

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E.3.3.1 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.

E.3.3.2 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.

E.3.3.3 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.

E.3.3.4 The Government will assess performance using the methodology contained herein and the Contractor Performance Assessment Reporting System (CPARS) to determine how the Contractor is performing against communicated performance objectives. CPARS assesses a Contractor’s performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at:

<http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. The QASP methodology and CPARS performance expectations will be addressed in the Government and Contractor’s initial post-award meeting. Potential sources of data may include, but are not limited to, the following:

- Status and progress reviews and reports
- Production and management reviews and reports

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

E.3.3.5 A preliminary CPARS evaluation/rating will be accomplished as noted in paragraph E.3.6 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). This methodology will be utilized as an important factor in determining whether or not to exercise Option 1 and 2 under the Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

E.3.3.6 Options Periods 3 and 4 are Award Term Options [See Table (2)]. In order for an Award Term option to be exercised, the Contractor must have achieved at least a Very Good for each major element.

### **E.3.4 ROLES AND RESPONSIBILITIES**

#### **E.3.4.1 Contracting Officer**

E.3.4.1.1 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.

E.3.4.1.2 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. The PCO is also the Term-Determining Official (TDO)

#### **E. 3.4.2 Contract Specialist**

E.3.4.2.1 Assigned by the PCO to provide daily administration of the contract.

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E.3.4.2.2 Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

#### E.3.4.3 Contracting Officer's Representative (COR)

E.3.4.3.1 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.

E.3.4.3.2 The COR is responsible for technical administration of the Contract and assures proper surveillance of the Contractor's technical performance. The COR provides QASP reports to the PCO.

E.3.4.3.3 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.

#### E.3.4.4 Subject Matter Expert (SME)

E.3.4.4.1 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.

E.3.4.4.2 The SME provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.

E.3.4.4.3 An SME cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

### **E.3.5.0 SCHEDULE**

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

E.3.5.1 Contractor Self-Assessment (written) due to the Contracting Officer and the COR no later than the end of month seven (7) of the period of performance based on at least six (6) months of support. Failure of the Contractor to make a timely delivery will be viewed as the Contractor's overall inability to comply with Contract schedules.

E.3.5.2 COR Written Assessment is due to the Contracting Officer no later than the end of week two (2) of month eight (8) of the period of performance.

E.3.5.3 Week four (4) of month eight (8) 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.

E.3.5.4 QASP evaluations for subsequent option periods and Award Terms shall follow the same

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schedule described in this section as described above.

### **E.3.6.0 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS**

E.3.6.1 Table (1) provides the overall performance ratings. Table (2) provides the Award Term Incentive Objectives. Table (3) provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

E.3.6.2 The required performance standards and quality levels are included in Table (1), “Performance Standards”. If the Contractor meets the required service or performance level, the Contractor will receive positive preliminary QASP and CPARS ratings. If the Contractor fails to meet the required performance level, the result will be negative QASP and CPARS ratings.

E.3.6.3 If the Contractor fails to meet the required performance level based on the preliminary review conducted in accordance with the above paragraph, the Government may not exercise the next Option period under the Order. “meeting the required performance level” means that the Contractor must receive at least a Satisfactory rating [see Table (1)] for each of the six (6) major elements that are evaluated (Technical Performance, Staffing, Customer Satisfaction, Management Performance, Cost Management and Efficiency, and Subcontracting) for the performance period being evaluated [see Table (3)].

E.3.6.4 Options Periods 3 and 4 are Award Term Options [see Table (2)]. In order for an Award Term option to be exercised, the Contractor must have achieved at least a Very Good rating for each major element.

E.3.6.5 The Contracting Officer will make an Award Term incentive determination for Option 3 and Option 4 prior to the end of each preceding evaluation period. The determination will be based on the COR’s recommendation, and any other information deemed relevant by the Contracting Officer

### **E.3.7.0 METHODOLOGIES TO MONITOR PERFORMANCE**

#### **E.3.7.1 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 Government will use the following methods of surveillance:

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

#### **E.3.7.2 Customer Feedback**

E.3.7.2.1 The Contractor is expected to establish and maintain professional communication between its employees and customers at all levels. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

E.3.7.2.2 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.

E.3.7.2.3 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.

E.3.7.2.4 Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

### **E.3.8.0 QUALITY ASSURANCE DOCUMENTATION**

#### **E.3.8.1 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).

#### **E.3.8.2 Monitoring System**

The Government’s QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using the methodology described herein. Interim evaluations will be done IAW paragraph 3.6 as input to Option Exercise determinations. Formal CPARS evaluations shall be conducted on an annual basis.

Table (1) – Overall Performance Ratings

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many requirements to the Government’s benefit
Very Good	Performance meets contractual requirements and exceeds some requirements to the Government’s benefit
Satisfactory	Performance meets contractual requirements
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet implemented satisfactory corrective measures.
Unsatisfactory	Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor’s corrective actions to date are ineffective.

Table (2) – Option and Award Term Incentive Objectives

Assessment Period	Acceptable Performance Definition	How Measured	Incentives
Base Period	All measurement areas are rated at least “Satisfactory.”	After the first seven months of performance QASP methodology: annually using the CPARS system covering	(+) Meets acceptable performance definition as a condition for exercise of Option 1. (-) Does not meet acceptable

		the previous 12 months.	Performance definition as a condition for exercise of Option 1.
Option 1	All measurement areas are rated at least "Satisfactory."	After seventh month of performance of preceding period using QASP methodology: annually using the CPARS system covering the previous 12 months.	(+) Meets acceptable performance definition as a condition for exercise of Option 2. (-) Does not meet acceptable Performance definition as a condition for exercise of Option 2
Option 2	All element areas rated at least "Very Good"	After seventh month of performance of preceding period using QASP methodology: annually using the CPARS system covering the previous 12 months.	(+) Meets acceptable Performance definition as a condition for granting Award Term 1. (-) Does not meet acceptable Performance definition as a condition for granting Award Term 1.
Award Term 1 (Option 3)	All element areas rated at least "Very Good"	After seventh month of performance of preceding period using QASP methodology: annually using the CPARS system covering the previous 12 months.	(+) Meets acceptable performance definition as a condition for granting Award Term 2. (-) Does not meet acceptable Performance definition as a condition for granting Award Term 2.
Award Term 2 (Option 4)	All element areas rated at least "Very Good"	After seventh month of performance of preceding period using QASP methodology: annually using the CPARS system covering the previous 12 months.	Final CPARS rating.

Table (3) – Technical Performance Evaluation Criteria and Standards

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
I. Task Performance					
Timeliness	Contractor Frequently misses deadlines, or is slow or non-responsive to respond to Government requests.	Contractor occasionally misses deadlines, schedules or is slow or occasionally non-responsive to respond to Government requests.	Contractor routinely meets deadlines, schedules, quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivers early and responds immediately to Government requests.	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to Government requests.
Quality	Deliverables are typically not well Researched and contain many Technical inaccuracies. Rework is frequently required.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally	Data Deliverables received are well researched, complete and technically accurate. No more than one (2) revisions are typically needed to accept the	Data Deliverables received are well researched, complete and technically accurate. Other deliverables meet all Contract requirements.	Data Deliverables received are always well researched, complete and technically accurate. They frequently exceed technical



ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
		required	item. Other deliverables meet all Contract requirements.		expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
II. Staffing	Contractor provides Marginally qualified or unqualified personnel.  Lapses in coverage Occur regularly.	Contractor provides marginally qualified personnel.  Lapses in coverable occur more than occasionally.	Contractor provides qualified personnel.  Lapses in coverage occur occasionally and are successfully managed by the Contractor with to minimize impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications.	Contractor provides a mix of qualified and highly qualified personnel.  Lapses in coverage are rare and are successfully managed by the Contractor with no impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications	Contractor provides highly qualified personnel.  Lapses in coverage are rare and are successfully managed by the Contractor with no impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications.
III. Customer Satisfaction	Fails to meet customer expectations	Contractor occasionally fails to meet customer expectations.	Meets customer expectations.	Routinely meets or occasionally exceeds customer expectations.	Exceeds customer expectations
IV. Management Performance					
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the Contractor takes corrective action without Government involvement.
Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally	Contractor's management takes proactive approach in dealing with Government

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
		requests and concerns.		proactive in anticipating concerns.	representatives and anticipates concerns.
Communication	Contractor fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner and it frequently proactive in managing communications.	Contractor takes proactive approach such that communications are almost always clear, effective and timely.
<b>V. Cost Management &amp; Efficiency</b>					
Cost Mgmt & Reporting	Contractor regularly experiences cost overruns. Cost reports are late and contain errors. Invoicing is not accurate or submitted in a timely manner. Supporting detail is missing or incomplete. Subcontractor invoices are rarely paid in a timely manner.	Contractor may experience occasional cost overruns. Cost reports are occasionally late and/or contain errors. Invoices are occasionally late or contain errors. Supporting detail contains occasional errors. Subcontractor invoices are not paid in a timely manner. SB Subcontractor invoices are not expedited.	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. Subcontractor invoices are paid in a timely manner. SB Subcontractor invoices are expedited.	Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences occasional cost underruns. Funds and resources used in cost-effective manner. 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. Subcontractor invoices are paid in a timely manner. SB Subcontractor invoices are expedited.	Contractor often completes the effort at lower than estimated costs. Funds and resources used in a most cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely (no more than 2 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided. Subcontractor invoices are paid in a timely manner. SB Subcontractor invoices are expedited.
<b>VI. Subcontracting</b>					

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ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
FAR 52.219-14 Compliance	Contractor at less than 50% compliance; Plan Forward for achieving compliance does not appear realistic or achievable.	Contractor at less than 90% compliant.. Plan Forward for achieving compliance contains some unmitigated risks.	Contractor at least 90% compliance for preceding contract period. Plan Forward for achieving compliance is realistic and achievable.	Contractor in full compliance for preceding contract period.	Contractor exceeds 60% of the cost of contract performance for his own personnel for preceding contract period.

## AWARD TERM PLAN

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

2.0 ORGANIZATION The award-term organization includes the PCO/TDO, the Contract Specialist, the COR and project-specific Subject Matter Experts (SMEs). paragraph E.3.4 of the QASP.

3.0 RESPONSIBILITIES The responsibilities of the award-term organization are as specified in paragraph E.3.4 of the QASP.

### 4.0 AWARD-TERM PROCESSES

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

b. Evaluation Criteria. Any changes to Award Term evaluation criteria may be proposed by either party and shall be made only by bilateral modification to the QASP.

c. Informal Interim Evaluation Process. Informal Interim evaluations may be conducted on a project or Task Order basis. The PCO may provide informal interim evaluation results and notifies the Contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deem necessary to highlight areas of government concern.

d. End-of-Period Evaluations. The "end of period" evaluation to determine whether the first Award Term (Option 3) will be exercised shall occur in Option 2 in accordance with the schedule in paragraph E.3.5 of the QASP. The "end of period" evaluation for the second Award Term (Option 4) shall also be in accordance with the QASP schedule

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

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	10/1/2013 - 9/30/2014
6000	10/1/2013 - 9/30/2014

## CLIN - DELIVERIES OR PERFORMANCE

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

4000	10/1/2013 - 9/30/2014
6000	10/1/2013 - 9/30/2014

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

4050	10/1/2013 - 9/30/2014
7000	10/1/2014 - 9/30/2015
7050	10/1/2014 - 9/30/2015
7100	10/1/2015 - 9/30/2016
7150	10/1/2015 - 9/30/2016
9000	10/1/2014 - 9/30/2015
9100	10/1/2015 - 9/30/2016

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

7200	10/1/2016 - 9/30/2017
7250	10/1/2016 - 9/30/2017
7300	10/1/2017 - 9/30/2018
7350	10/1/2017 - 9/30/2018
9200	10/1/2016 - 9/30/2017
9300	10/1/2017 - 9/30/2018

F.1 Services to be performed hereunder will be provided at the Naval Surface Warfare Center, Dahlgren Division, Dahlgren, VA, the Naval Observatory, Washington, DC and Combat

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Direction Systems Activity, Dam Neck, VA.

F.2 For proposal purposes, the estimated award date is 2 September 2013. And the estimated start date of performance of this Task Order is 1 October 2013. The Government reserves the right to award sooner or later as necessary. The start and end date for period of performance will be updated as necessary upon task order award.

F.3 Access Control: This data is informational only and updates to the schedule will be provided as / if building schedules change. This information will be provided as GFI. Current building hours are as identified below:

<b>Area</b>	<b>Building</b>	<b>Hours of</b>	<b># People</b>	<b>Back Fill</b>
K Dept.	1470	0730 - 1600	2	Y
K Dept.	1200	0730 - 1600	4	Y
K Dept.	1560/1700	0730 - 1600	3	Y
K Dept.	1460	0730 - 1600	4	Y
K Dept.	1580	0730 - 1600	1	Y
W Dept.	1490	0800-1600	3	Y
W Dept.	1500	0800-1600	2.5	Y
W Dept.	1510	0800-1600	2	Y
W Dept.	1530	0800-1600	1.5	Y
C/W Dept.	180	0630-1600	1.75	Y
Z Dept.	1460	0700-1600	2	Y
Z Dept.	1480	0800-1600	1	Y

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## **SECTION G CONTRACT ADMINISTRATION DATA**

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

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

### **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 identified project/work area/TI/WBS shall be invoiced by its associated 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 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

In accordance with (DFARS) PGI 204.7108 "Other"(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS The following payment instructions apply to this task order:

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

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

### **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)

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(a) Name: DCMA Seattle - S4801A  
Address: 188 106th Avenue NE, STE 660  
Bellevue, WA 98004

(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):

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(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.

**G.5 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

(a) Definitions. As used in this clause—

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

\_\_\_\_\_ Cost Voucher \_\_\_\_\_

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Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

\_\_\_\_\_ N00178 \_\_\_\_\_

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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N62829
Issue By DoDAAC	N00178
Admin DoDAAC	S4801A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	Not Applicable

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

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

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following

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contracting activity's WAWF point of contact: Bill Deyo, Contractor, at 540) 653-4705.  
(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

## **G.6 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

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

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

## **G.7 CONSENT TO SUBCONTRACT**

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

The following subcontractors are approved on this Task Order:

Future Technologies, Inc.

Serco, Inc.

URS Federal Technical Services, Inc.

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

(a) Training

The Government will not allow costs, nor reimburse costs associated with the Contractor for

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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.

(b) The requirements of the above clause apply equally to Subcontractors and Consultants.

### **G.9 Ddl-G12 POST AWARD MEETINGS**

(a) A Post Award Meeting with the successful Offeror will be conducted within fifteen (15) working days after award of the contract at the Contractor facility.

(b) The Contractor will be given at least five (5) 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-2-0009. The Contractor will be given at least five (5) working days' notice prior to the date of the meeting by the Contract Specialist.

### **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	1300377968	25000.00
LLA :		
AA 97X4930 NH1E 252 77777 0 050120 2F 000000 A00001904927		
Support for CX09 Operations Department. 1300377968-00001		
400002	1300377968	25000.00
LLA :		
AB 97X4930 NH1E 252 77777 0 050120 2F 000000 A10001904927		
Support for CR Corporate Review. 1300377968-00002		
400003	1300377968	25000.00
LLA :		
AC 97X4930 NH1E 252 77777 0 050120 2F 000000 A20001904927		
Support for CX8 Environmental & Safety. 1300377968-00003		
400004	1300377968	25000.00

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LLA :  
AD 97X4930 NH1E 252 77777 0 050120 2F 000000 A30001904927  
Support for CX9 Security. 1300377968-00004

400005 1300377968 75000.00

LLA :  
AE 97X4930 NH1E 252 77777 0 050120 2F 000000 A40001904927  
Support for CXA10 Information Management. 1300377968-00005

400006 1300377968 25000.00

LLA :  
AF 97X4930 NH1E 252 77777 0 050120 2F 000000 A50001904927  
Support for CXPE Human Resources. 1300377968-00006

400007 1300377968 25000.00

LLA :  
AG 97X4930 NH1E 252 77777 0 050120 2F 000000 A60001904927  
Funding for CXPT Human Resouces. 1300377968-00007

400008 1300377968 25000.00

LLA :  
AH 97X4930 NH1E 252 77777 0 050120 2F 000000 A70001904927  
Support for CXPC Human Resources. 1300377968-00008

400009 1300377968 25000.00

LLA :  
AJ 97X4930 NH1E 252 77777 0 050120 2F 000000 A80001904927  
Support for CXPC Human Resources. 1300377968-00009

BASE Funding 275000.00  
Cumulative Funding 275000.00

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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 personnel with the appropriate experience and professional development qualifications. The applicable labor categories and associated qualifications are listed in Sections H.2 and H.3.

(a) Experience – The desired experience for each 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.

(d) Two groups of Personnel will support this order - Key Personnel and Non-Key Personnel.

(1) Key Personnel are the Personnel whose resumes were submitted with the Offeror's proposal for evaluation purposes. Key Personnel qualification levels are listed in H.2 below and are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of Key Personnel will be evaluated in accordance with clause H.4 5252.237-9106 Substitution of Personnel below.

(2) Non-Key Personnel are the personnel proposed to provide support in positions that are not identified as Key under H.2 below.

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

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

#### (1) Program Manager (non-SCA)

Ten (10) years of management experience, with at least five (5) years involving Federal Government programs/contracts.

Experience should include administrative oversight handling of contractual matters and serving as a liaison between the Customer Representative and corporate management. Managing services simultaneously while supporting many projects. Organizing resources to support many concurrent activities. Ensuring that all activities conform to the terms and conditions of the contract and task-ordering procedures. Must be knowledgeable of DoD contractual processes.

#### (2) Local Supervisor (non-SCA)

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Eight (8) years of management experience, with at least five (5) years involving Federal Government programs/contracts.

Experience should include three (3) years of daily management of clerical/administrative support. Monitor performance, timecards, leave and training needs. Providing feedback on daily issues and performance. Supervising assigned personnel (e.g. hiring, evaluating, terminating, scheduling and professional development/training and advising) for the purpose of maximizing the efficiency of the workforce, meeting requirements and objectives.

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

The Contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided below by labor category.

Prior to charging Non-Key Personnel under the contract, the Contractor shall provide a written notification stating the individual's name, order labor category, employer, and certifying that the individual meets the qualifications of the labor category as specified under the order. Personnel qualification certifications for additional and/or replacement personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, Contracting Officer's Representative. The Contract Specialist will acknowledge receipt of these notifications. If a Non-Resumed person does not clearly meet the specified qualifications but this support is of benefit, Contracting Officer approval is required prior to direct charging any labor for that person. The above e-mail submittal process shall be used; however, the Contractor shall identify the labor qualification that the person does not clearly meet and provide a brief explanation of the benefits of the person performing in the stated order labor category. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

When Non-Key Personnel will no longer be charged against this contract (no longer employed by the company, assigned to another program, etc.) the Contractor shall notify the Contracting Officer's Representative, and Alternate Contracting Officer's Representative via e-mail with the date of departure from this order.

#### **(1) Administrative Assistant / Administrative Assistant - 01020**

(a) Administrative Assistant - A minimum of three (3) years of experience in developing and maintaining documentation and/or data management systems, involving DoD programs. Experience should include financial analysis, database management, and in the handling and storage of classified materials. Proficient in Microsoft Office: Word, Excel, PowerPoint, Outlook and Access. Should demonstrate the ability to work independently and be able to communicate effectively both orally and through formal reports.

(b) Security Administrative Assistant - Three (3) years of experience in developing and maintaining documentation and/or data management systems, involving DoD programs. Performs specialized technical support tasking such as financial analysis, database management support of

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an administrative nature. Experience should demonstrate skills with Microsoft Office (Word, Excel, Outlook and PowerPoint), create a variety of documents including status reports, trip reports, meeting minutes, briefing slides, file setup and maintenance, classified material handling and storage procedures, and reproduction/publishing techniques. Must demonstrate the ability to work independently and be able to communicate effectively both orally and in writing, to include specific Government formats and reports. Assist with the management and coordination of Government authorized travel. Knowledge of monitoring for various security systems, Lenel Enterprise Control/Intrusion Detection System (IDS) alarms and Common Access Card System. Knowledge of DoD key control support and security container/combination lock support. May provide technical assistance and guidance to lesser experienced staff members.

**(2) Senior Level Secretary / Secretary II - 01312 and Secretary III 01313**

A minimum of three (3) years of related experience. Experience in advanced secretarial knowledge and the use of Microsoft Office (Word, Excel, Outlook and PowerPoint). Must be able to communicate effectively both orally and writing in specified Government formats.

**(3) Clerical / Secretary - Secretary I - 01311**

A minimum of one (1) year of experience in the area of clerical functions. Experience should demonstrate skills with Microsoft Office (Word, Excel, Outlook and PowerPoint), basic correspondence, answering and screening incoming telephone calls, and the operation of basic office equipment.

**(4) Media Specialist / Media Specialist 13061**

A minimum of one (1) year of experience in the area of unclassified and classified destruction. Experience should include DoD and Navy Policies involving the destruction of sensitive unclassified and classified information.

**(5) Visitor Escort / Receptionist – 01280**

A minimum of one (1) year of experience in the area of visitor escort. Experience should include routine record keeping functions with attention to detail. Effective oral communication skills. Experience should demonstrate skills with Microsoft Office (Word, Excel, Outlook and PowerPoint), basic correspondence, answering and screening incoming telephone calls, and the operation of basic office equipment.

**(6) Senior Access Control Clerk / General Clerk III - 01113**

Four (4) years of experience performing access control functions. Two (2) years of experience providing access control support at a main or front desk. Experience in perform routine record keeping functions with attention to detail. Demonstrated effective oral and written communication skills. Experience should demonstrate skills with Microsoft Office (Word, Excel, Outlook, and PowerPoint), basic correspondence, answering and screening incoming telephone calls, and the operation of basic office equipment.

**(7) Access Control Clerk / General Clerk II - 01112**



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Two (2) years of experience performing access control functions. One (1) year of experience providing access control support at a main or front desk. Experience in perform routine record keeping functions with attention to detail. Demonstrated effective oral and written communication skills. Experience should demonstrate skills with Microsoft Office (Word, Excel, Outlook and PowerPoint), basic correspondence, answering and screening incoming telephone calls, and the operation of basic office equipment.

#### **H.4 5252.237-9106 SUBSTITUTION OF PERSONNEL (Sep 1990)**

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

#### **H.5 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

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

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

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

(d) Upon order award, the desired qualifications, as stated in this order, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted simultaneously to the Contract Specialist and the COR and approved prior to the individual being allowed to charge to the order.

#### **H.6 RESUME FORMAT AND CONTENT REQUIREMENTS**

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In order to facilitate evaluation, all resumes shall contain the following minimum information :

H.6.1 Complete Name

H.6.2 Task Order Labor Category

H.6.3 Contractor Labor Category

H.6.4 Percentage of time to be allocated to this effort

H.6.5 Current level of security clearance level per JPAS (identify if interim or final)

H.6.6 Current work location and planned work location upon award of this Task Order

H.6.7 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.

H.6.8 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 ten (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.2. 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.

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(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.

(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 N00024-13-R-3190 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.7 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

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"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.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:**

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

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by administrative modification. Work related to the Technical Instruction shall not begin until after the Technical Instruction is incorporated into the Task Order through modification.

## H.9 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:

CLIN	TOTAL ECPFF	Funds This Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED	Funded Labor Hours
4000	\$ 5,621,964	\$ 275,000	\$ -	\$ 275,000	\$ 5,346,964	\$ -
4050	\$ 868,583	\$ -	\$ -	\$ -	\$ 868,583	\$ -
7000	\$ 6,025,675	\$ -	\$ -	\$ -	\$ 6,025,675	\$ -
7050	\$ 946,554	\$ -	\$ -	\$ -	\$ 946,554	\$ -
7100	\$ 6,141,605	\$ -	\$ -	\$ -	\$ 6,141,605	\$ -
7150	\$ 964,719	\$ -	\$ -	\$ -	\$ 964,719	\$ -
7200	\$ 6,124,035	\$ -	\$ -	\$ -	\$ 6,124,035	\$ -
7250	\$ 964,255	\$ -	\$ -	\$ -	\$ 964,255	\$ -
7300	\$ 6,242,563	\$ -	\$ -	\$ -	\$ 6,242,563	\$ -
7350	\$ 979,917	\$ -	\$ -	\$ -	\$ 979,917	\$ -
6000	\$ 5,300	\$ -	\$ -	\$ -	\$ 5,300	\$ -
9000	\$ 5,300	\$ -	\$ -	\$ -	\$ 5,300	\$ -
9100	\$ 5,300	\$ -	\$ -	\$ -	\$ 5,300	\$ -
9200	\$ 5,300	\$ -	\$ -	\$ -	\$ 5,300	\$ -
9300	\$ 5,300	\$ -	\$ -	\$ -	\$ 5,300	\$ -
<b>Total:</b>	<b>\$ 34,906,370</b>	<b>\$ 275,000</b>	<b>\$ -</b>	<b>\$ 275,000</b>	<b>\$ 34,631,370</b>	<b>\$ -</b>

## H.10 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

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CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

CLIN	Performance of Period	Allotted to Cost	Allotted to Fee	Total	Estimated Period Funded	
4000	10/1/2013-9/30/2014	\$	\$	\$ 275,000	\$ 41,548	\$ 41,562
4050	10/1/2013-9/30/2014	\$	\$	\$	\$ 41,548	-
7000	10/1/2014-9/30/2015	\$	\$	\$	\$ 41,913	-
7050	10/1/2014-9/30/2015	\$	\$	\$	\$ 41,913	-
7100	10/1/2015-9/30/2016	\$	\$	\$	\$ 42,278	-
7150	10/1/2015-9/30/2016	\$	\$	\$	\$ 42,278	-
7200	10/1/2016-9/30/2017	\$	\$	\$	\$ 42,644	-
7250	10/1/2016-9/30/2017	\$	\$	\$	\$ 42,644	-
7300	10/1/2017-9/30/2018	\$	\$	\$	\$ 43,009	-
7350	10/1/2017-9/30/2018	\$	\$	\$	\$ 43,009	-
6000	10/1/2013-9/30/2014	\$	\$	\$	\$ 41,548	-
9000	10/1/2014-9/30/2015	\$	\$	\$	\$ 41,913	-
9100	10/1/2015-9/30/2016	\$	\$	\$	\$ 42,278	-
9200	10/1/2016-9/30/2017	\$	\$	\$	\$ 42,644	-
9300	10/1/2017-9/30/2018	\$	\$	\$	\$ 43,009	-
<b>Total:</b>		<b>\$</b>	<b>\$</b>	<b>\$ 275,000</b>		

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

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

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

**H.11 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)**

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be man-hours of direct labor, including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.

CLIN	Total Labor Hours	Compensated	UT/TTA
4000	181,444	181,444	0
4050	27,229	27,229	0
7000	196,502	196,502	0
7050	29,487	29,487	0
7100	197,084	197,084	0
7150	29,575	29,575	0
7200	195,920	195,920	0
7250	29,400	29,400	0
7300	195,920	195,920	0
7350	29,400	29,400	0

(b) Of the total man-hours of direct labor set forth above, it is estimated that man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of forty (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 TBD 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 forty-five (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 forty-five (45) days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (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 ten percent (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



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geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of 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 (NOTE: See Section C.3.3.4 Telework).

(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.12 SAVINGS INITIATIVES**

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

(a) Annual Labor Escalation: 1.5% in Option Year 2 & 4

(b) Maximum Pass-Thru Rate: 3%.

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

(d) Other: Capped Overhead Rate: 2.0%  
Capped G&A Rate: 6.0%

(e) The Government also strongly encourages the prime Contractor to eliminate "double pass-thru" costs by avoiding second tier Subcontractors/Consultants during performance and where this situation is unavoidable, limiting Subcontractors pass-thru costs to the lower of:

- (1) the prime Contractor's pass-thru rate under this order or
- (2) the s Subcontractors SeaPort-e pass-thru rate where the Subcontractors is also a Prime Contractor under SeaPort-e.

## **H.13 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, on-site Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding

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whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

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.

In addition to the terms set forth elsewhere in the contract, the contractor may earn an extension or reduction to the contract period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. If scores are very good during Year 2, the contractor earns Year 4; if scores are very good in Year 3, the contractor earns Year 5. In Year 5, the contractor must earn a score of "excellent" in order for the contract period to be extended beyond Year 5. Consistent scores of "excellent" during succeeding years earn contract period extensions up to a maximum of 10 years. The contract period may also be reduced on the basis of the contractor's performance against the stated performance parameters. Points are awarded or deducted during each year of the contract on the basis of how the contractor has performed against the predetermined criteria. The contract period is then extended or reduced to reflect this assessment.

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond the base period of performance for superior performance or reduction of the contract period of performance because of poor performance. (b) Term Points. Positive or negative points are accumulated during each evaluation period on the basis of the contractor's performance. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, and an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. (c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the ATRB. The ATRB

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recommends an award term to the TDO, who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period. (d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan. (e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect. (f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 25 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period. (g) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute. (h) Award-Term Extension. The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the SEAport contracts, including exercised options. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

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## SECTION I CONTRACT CLAUSES

### INCORPORATED BY REFERENCE

52.222-41 - Service Contract Act of 1965	(Nov 2007)
52.222-1 - Privacy Act Notification	(Apr 1984)
52.222-2 - Privacy Act	(Apr 1984)
52.227-11 - Patent Rights -- Ownership by the Contractor	(Dec 2007)
252.227-7039 - Patents--Reporting of Subject Inventions	(Apr 1990)
252.204-7000 - Disclosure of Information	(Dec 1991)
252.209-7997 - Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—DoD Appropriations (Deviation 2013-O0006)	(Jan 2013)

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.

### CLAUSES INCORPORATED BY FULL TEXT

#### I.2 52.216-10 INCENTIVE FEE (June 2011)

(Applicable to CLIN 4000, if exercised, CLINs 7000, 7100, 7200, and 7300)

(a) *General*. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee*. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment*.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

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(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed fifteen (15%) percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release seventy-five (75%) percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to ninety (90%) percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and Maximum Fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by 30 cents for every dollar that the total allowable cost is less than the target cost or decreased by 30 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than nine (9%) percent or less than three (3%) percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of --

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any Subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to

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the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in “total allowable cost” for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

**I.3 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2008)**

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(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 options under this clause, shall not exceed five (5) years.

**I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)  
(NAVSEA VARIATION) (SEP 2009)**

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

ITEM(s)	Latest Option Exercise Date
7000, 7050, 9000	Within first 12 months of Task Order performance
7100, 7150, 9100	After the first 12 months of Task Order performance and no later than 24 months after Task Order performance begins
7200, 7250, 9200	After the first 24 months of Task Order performance and no later than 36 months after Task Order performance begins

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7300, 7350, 9300	After the first 36 months of Task Order performance and no later than 48 months after Task Order performance begins
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(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total man-hours 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 man-hours specified in paragraph (a) of the aforementioned requirement have been expended.

**I.5 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE**

**8(a) CONCERNS (JUNE 2003)**

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

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

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

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

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

(2) The Tatitlek Training Service, Inc. [*insert name of SBA's Contractor*] will notify the NSWC-Dahlgren Division [*insert name of contracting agency*] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(3) The Offeror's approved business plan is on the file and serviced by SBA Anchorage, AK.

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### **I.6 52.222-17 – Nondisplacement of Qualified Workers (Jan 2013)**

(a) “Service employee,” as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term “service employee” includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee’s qualifications based upon the individual’s education and employment history, with particular emphasis on the employee’s experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor’s first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

(c)

(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes,



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based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)

(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended

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recipient received the notice.

(e)

(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email [displaced@dol.gov](mailto:displaced@dol.gov).

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(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

- (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;
- (2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and
- (3) The recordkeeping requirements of paragraph (f) of this clause.

#### **I.7 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.

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

Section H. Paragraph	Task Order Labor CAT	Dept of Labor CAT	GS. Equiv.	Suggested SCA Code
H.3.1	Administrative Assistant	Administrative Assistant	GS-7	01020
H.3.2	Senior Level Secretary	Secretary II	GS-5	01312
H.3.2	Senior Level Secretary	Secretary III	GS-6	01313
H.3.3	Clerk/Secretary	Secretary I	GS-4	01311
H.3.4	Media Specialist	Media Specialist I	GS-4	13061
H.3.5	Visitor Escort	Receptionist	GS-3	01280
H.3.6	Senior Access Control Clerk	General Clerk III	GS-4	01113
H.3.7	Access Control Clerk	General Clerk II	GS-3	01112

### **AWARD TERM CLAUSE**

In addition to the terms set forth elsewhere in the contract, and as provided in the QASP, the Contractor may earn an extension of one (1) to two (2) years on the basis of performance during the evaluation periods. The Contractor is evaluated using QASP criteria during each year of contract performance. During the third year (Option 2), if performance is evaluated as “Very Good”, the Contractor earns Year 4 (Option 3); if performance is evaluated as “Very Good” in Year 4, the Contractor earns Year 5 (Option 4).

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

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

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

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

(f) Self-Evaluation. The Contractor will provide a written self-evaluation of its performance for that period in accordance with the schedule in the QASP. It's desired that this self-evaluation be limited to twenty-five (25) pages. It will be used in the COR's and PCO's evaluation of the Contractor's performance during this period.

(g) Disputes. Decisions regarding the Award Term, including—but not limited to—the amount of the Award Term, if any; the methodology used to calculate the Award Term; calculation of the

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Award Term; the supplier's entitlement to the Award Term; and the nature and success of the Contractor's performance, are made by the PCO. These decisions are final and are not subject to dispute.

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

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## SECTION J LIST OF ATTACHMENTS

Exhibit.A.CDRLA001

Exhibit.B.CDRL.A002

J.1.DD254

J.2.Wage.Determination.Dahlgren

J.3.Wage.Determination.Virginia.Beach