

2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 30-Jan-2015	4. REQUISITION/PURCHASE REQ. NO. 1300466785	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA SEATTLE 188 106TH AVE NE, STE 660 BELLEVUE WA 98004	CODE S4801A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) GeoNorth, LLC 561 East 36th Avenue Anchorage AK 99503-4137		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7295-0002 10B. DATED (SEE ITEM 13) 06-Nov-2014
CAGE CODE 09EJ4	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral, FAR 52.232-22, 'Limitation of Funds'

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 30-Jan-2015

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to: (1) provide funds for continued contract performance, (2) update clause Ddl-G10 Government Contract Administration Points of Contact and Responsibilities, and (3) provide an updated and correct funding profile. ... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$780,000.00 by \$1,150,000.00 to \$1,930,000.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700002	O&MN,N	250,000.00	125,000.00	375,000.00
700003	O&MN,N	242,000.00	100,000.00	342,000.00
700004	O&MN,N	0.00	125,000.00	125,000.00
700005	O&MN,N	0.00	500,000.00	500,000.00
700006	O&MN,N	0.00	300,000.00	300,000.00

The total value of the order is hereby increased from \$2,653,977.00 by \$0.00 to \$2,653,977.00.

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

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 1 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R699	Base Period, Operational Support Services IAW Section C, PWS. (Fund Type - OTHER)		HR			\$2,487,829.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0				
		Government Underrun Share Line	70.0				
700001	R699	Award - (O&MN,N)					
700002	R699	MOD 1 - MOD 3 - plus up (O&MN,N)					
700003	R699	MOD 1 - - Mod 02: moved 3k to 900002 MOD 3 - plus up (O&MN,N)					
700004	R699	MOD 3 - (O&MN,N)					
700005	R699	MOD 3 - (O&MN,N)					
700006	R699	MOD 3 - (O&MN,N)					
7010	R699	FMS CLIN, Base Period, Operational Support Services IAW Section C, PWS. (FMS Case #KS-P-GQC)		HR			\$130,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	70.0				

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
	Government		70.0				
	Underrun						
	Share Line						

701001 R699 MOD 1 - (FMS)

For Cost Type / NSP Items

7099	Data Deliverables for the Base Period IAW Exhibit A, CDRLs.	1.0	LO	NSP
------	---	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7100	R699	Option Year 1 Operational Support Services IAW Section C, PWS. (Fund Type - TBD) Option		HR		\$3,062,485.00	
		Max Fee					
		Min Fee					
	Government		70.0				
	Overrun						
	Share Line						
	Government		70.0				
	Underrun						
	Share Line						

For Cost Type / NSP Items

7199	Data Deliverables for Option Period 1 IAW Exhibit A, CDRLs.	1.0	LO	NSP
------	---	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7200	R699	Option Year 2 Operational Support Services IAW Section C, PWS. (Fund Type - TBD) Option		HR		\$3,062,450.00	
		Max Fee					
		Min Fee					
	Government		70.0				
	Overrun						
	Share Line						

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 3 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government	70.0				
		Underrun					
		Share Line					

For Cost Type / NSP Items

7299		Data Deliverables for Option Period 2 IAW Exhibit A, CDRLs.				1.0	LO	NSP
------	--	---	--	--	--	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	R699	Award Term Year 1 Operational Support Services IAW Section C, PWS. (Fund Type - TBD) Option		HR			\$3,112,514.00
		Max Fee					
		Min Fee					
		Government	70.0				
		Overrun					
		Share Line					
		Government	70.0				
		Underrun					
		Share Line					

For Cost Type / NSP Items

7399		Data Deliverables for Award Term 1 IAW Exhibit A, CDRLs.				1.0	LO	NSP
------	--	--	--	--	--	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7400	R699	Award Term Year 2 Operational Support Services IAW Section C, PWS. (Fund Type - TBD) Option		HR			\$3,112,506.00
		Max Fee					
		Min Fee					
		Government	70.0				
		Overrun					
		Share Line					
		Government	70.0				
		Underrun					

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 4 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
------	-----	-------------------	-----	------	-------------	------------	------

Share Line

For Cost Type / NSP Items

7499		Data Deliverables for Award Term 2 IAW Exhibit A, CDRLs.				1.0	LO	NSP
------	--	--	--	--	--	-----	----	-----

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
------	-----	-------------------	-----	------	-----------

9000	R699	ODC Base Year in support of CLIN 7000 Operational Support Services IAW Section C, PWS. (Fund Type - OTHER)	1.0	LO	
------	------	--	-----	----	--

900001	R699	Award (O&MN,N)			
--------	------	----------------	--	--	--

900002	R699	MOD 1 - - Mod 02: moved 3k from 700003 to 90002 (O&MN,N)			
--------	------	--	--	--	--

9100	R699	ODC Option Year 1 in support of CLIN 7100 Operational Support Services IAW Section C, PWS. (Fund Type - TBD)	1.0	LO	
------	------	--	-----	----	--

Option

9200	R699	ODC Option Year 2 in support of CLIN 7200 Operational Support Services IAW Section C, PWS. (Fund Type - TBD)	1.0	LO	
------	------	--	-----	----	--

Option

9300	R699	ODC Award Term Year 1 in support of CLIN 7300 Operational Support Services IAW Section C, PWS. (Fund Type - TBD)	1.0	LO	
------	------	--	-----	----	--

Option

9400	R699	ODC Award Term Year 2 in support of CLIN 7400 Operational Support Services IAW Section C, PWS. (Fund Type - TBD)	1.0	LO	
------	------	--	-----	----	--

Option

NOTE 1: HOURS (HR)

At the time of award the number of hours listed above 0.0 HR in the Base Period, each Option Period, and each Award Term 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

Option item to which the option clause in SECTION I-3 applies and which is to be supplied only if and to the extent said option is exercised.

NOTE 3: NOT SEPARATELY PRICED

Price for Not Separately Priced (NSP) items shall be included in the price of Labor CLIN(s).

B.1 TYPE OF ORDER

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

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 5 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

B.2 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.

B.3 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.4 Removed For Award

B.5 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

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 9000, and if to the extent Options are exercised, CLINs 9100 through 9400)

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

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

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 6 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

travel costs incident to relocation.

- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
- (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished or 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 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.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 7 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

C.1 SCOPE

The Center for Surface Combat Systems (CSCS) has a requirement for support services. Support services will encompass program management and technical documentation, computer operations, network, data base management, library, maintenance and operational support. The services necessary to accomplish the tasks within this Performance-Based Statement of Work are defined below and consist of support for Dahlgren, VA as well as various CSCS units, sites, and detachments worldwide.

C.1.1 The contractor shall research emerging technologies in the area of information management, computer operations, web-based applications and general process improvement tools. (CDRL A002)

C.1.2 The contractor shall investigate CSCS work flow processes, including: Interviewing end users to ascertain process automation requirements; analyzing work flow and listing processes; providing recommendations concerning findings and potential areas for process improvement; and implementing recommended improvements.

C.1.3 The contractor shall provide white papers detailing the findings and recommendations of the investigation with regard to the feasibility and applicability to the CSCS environment. (CDRL A002)

C.1.4 The contractor shall provide project documentation support through the collection of relevant data, report generation, and report distribution. (CDRL A002) Support shall include documents such as: progress reports, correspondence logs, graphs, action item lists, and letter reports. Additionally, the contractor shall be responsible for finalizing all general correspondence, CSCS instructions and notices in proper format, ready for higher echelon signature.

C.1.5 The contractor shall support the Government in maintaining up-to-date technical documentation pertaining to the CSCS laboratory facilities (CDRL A002). Information to be updated and maintained by the contractor shall include documents such as:

- a). AEGIS Combat Systems Operational Sequencing Systems (CSOSS) including standard operating procedures, and Facilities Description Document, Technical Description Document, power diagrams, emergency plans, and user guides (safety, and operations).
- b). Technical Site Layouts for all Tactical Training Equipment (TTE), including Ethernet drawings, individual room layouts, power panel locations and connectivity, floor layouts, equipment layouts (tactical and non-tactical including auxiliary equipment), security drawing and building layouts.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 8 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

c). Equipment Interconnectivity Diagrams, including stored configurations, cable block diagrams/road maps, quick reference sheets, and Configuration Definition Document (CDD).

d). Data Network Documentation.

C.2 COMPUTER OPERATIONS

C.2.1 The contractor shall ensure that privileged access to the training resource management tool is monitored and controlled to include removing users no longer requiring access in accordance with OPNAVINST 5239.1C.

C.2.1.1 The contractor shall maintain training resource management tools that include the following: create and maintain user programs, creation of web pages, development and automation of online forms, and other processes as appropriate. (CDRL A003) The contractor shall conduct beta testing of developed programs, utilities. The contractor shall also develop appropriate technical documentation and orientation materials for use by the CSCS community. (CDRL A003)

C.2.1.2 The contractor shall act as a technical support for any user questions, suggestions or problems concerning IT tools for training resource management. The contractor shall provide user support to include account creation, password reset, and application training.

C.2.2 The contractor shall provide operational support in support of Information Assurance Vulnerability (IAV) patching and program updates and have knowledge of DOD Directive 8570 requirements.

C.3 DATABASE MANAGEMENT SUPPORT

C.3.1 The contractor shall utilize and maintain databases to provide training reports (CDRL A002). These reports shall include, the maintenance of statistical reporting tools, inventories, parts procurement, technical equipment lists, computer resource utilization records, automated information systems (AIS) accreditation records, equipment maintenance records, and schedules.

C.3.2 The contractor shall conduct beta testing of developed databases.

C.3.3 The contractor shall generate database reports from information provided by users (CDRL A002).

C.3.4 The contractor shall participate in the design and development of systems configuration, configuration maintenance and operations management, personnel qualifications standards (PQS) training, systems scheduling and operations.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 9 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

C.3.4.1 The contractor shall participate in the design, operation and management of tactical and commercial switching and control systems.

C.4 LIBRARY SUPPORT

The contractor shall provide Library Support to CSCS and domain sites:

1. AEGIS Training and Readiness Center (ATRC), (including Training Support Detachment (TSD), Dahlgren, VA
2. CSCS Detachment Wallops Island, VA
3. CSCS Unit Dam Neck, VA

The Aegis Training and Readiness Center (ATRC), Dahlgren Library currently consists of one library located in the Destroyer Education Facility (DEF) Lower Deck in USS Arleigh Burke Hall. Library support shall be provided from 0730 to 1630 Monday through Thursday and from 0730 to 1600 on Friday. The first shift will be from 0730 to 1600 and the second shift will be from 0800 to 1630, which includes a 30 minute lunch break, Monday through Friday.

The Wallops Island and Dam Neck Library consists of one library located at the CSCS Detachment. This support is from 0730 to 1130 and 1230 to 1630, five days a week, Monday through Friday.

C.4.1 The contractor shall provide customer service, maintain the library collection, circulate library materials, and maintain a status accounting system for recording the circulation of records.

C.4.2 The contractor shall receive, process, and track material only in the confines of the CSCS libraries, (including Confidential, Secret, NATO, and proprietary material). No generation of Classified, NATO, or proprietary documents will be required. Contractor personnel shall not remove any material of a classified or unclassified nature from the library, except for the handling of outdated material prepared for destruction and also for the transporting of library material for interlibrary loan. No classified actions of any nature are required at the contractor facilities. The contractor shall maintain all records with total accuracy and currency. The contractor shall be responsible for the proper receipt and cataloging of new material. In regards to sensitivity and special handling requirements of this material, tasks and procedures shall be performed and adhered to as one entity and only discussed accordingly.

C.4.3 The contractor shall be responsible for the dissemination, control, and tracking of library materials on loan to assure the accountability of all items utilizing Corporate Enterprise Training Activity Resource Systems (CeTARS). Types of material included in the CSCS Libraries are paper technical documentation, CD-ROMs, disc packs, magnetic media, and periodicals. Periodicals are controlled by title, while all other material is controlled by identification number. All material shall

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 10 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

be made ready for circulation, efficiently stored, continuously tracked, and recalled as required. Returned material shall be processed and stored for future access and dissemination.

C.4.4 The contractor shall provide data maintenance to include maintenance of physical collection, holding lists and files, and record/paper file maintenance. Depending on work requirements, some elements of Data Maintenance activity is required daily to ensure all records and files are up-to-date, accurate, and in appropriate areas. Proper maintenance is vital to the efficiency and effectiveness of the technical library in its mission to provide information. As a result, timeliness is critical to delivery of the product. The contractor shall be responsible for the preparation of library materials. Library materials shall be reproduced by photocopying to respond to internal and external requests for information.

- a). The contractor shall be responsible for the indexing of storage areas for physical collection maintenance consisting of material in all forms including documents, technical reports, books, CD's, periodicals, military standard and specification files.
- b). The contractor shall be responsible for change maintenance ensuring that publications are kept up to date with the latest changes available.

- c). The contractor shall be responsible for maintaining all publication order files and sending follow-up requests.

C.4.5 The contractor shall maintain general office equipment, and supplies. Contractor shall inventory library supplies regularly to maintain proper levels. When repair/maintenance of equipment is required or supplies are needed the contractor shall notify the government representative.

C.5 ADMINISTRATIVE/ SECRETARY SUPPORT

The contractor shall provide Administrative/Secretary support to CSCS and domain sites:

1. AEGIS Training and Readiness Center (ATRC), (including Training Support Detachment, TSD) Dahlgren, VA
2. CSCS Detachment Wallops Island, VA
3. CSCS Detachment East, Norfolk, VA
4. Fleet Anti-Submarine Warfare Training Center (FASW) LTF, San Diego, CA
5. Mine Warfare Training Center (MWTC), Point Loma, CA
6. CSCS Detachment PACNORWEST, Everett, WA

C.5.1 The contractor shall maintain office efficiency. This support shall include routine and occasionally non-routine Administrative support including command/department correspondence, instructions/notices, naval message traffic, Plan of the Day/Week; officer and enlisted evaluations, and military and civilian awards, supply coordination, maintain an incoming and

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 11 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

outgoing log of naval correspondence scheduling meeting rooms, leadership scheduling and calendars as well as provide records management support utilizing (TRIM). This support requires the use of Microsoft Office Suite, Standard Labor Data Collection and Distribution Application (SLDCADA); Department of Defense Electronic Mall (DOD EMALL), Temporary Duty travel using Defense Travel System (DTS) and Joint Personnel Adjudication System (JPAS).

C.5.2 Additionally for CSCS Dahlgren, VA: contractor shall support military awards using Navy Department Awards Web Services (NDAWS); monitor the Navy Standard Integrated Personnel System (NSIPS) e-leave; and perform Command PASS Coordinator (CPC) functions.

C.5.3 Additionally for ATRC Dahlgren, VA: contractor shall support the Student Support Services to include staff and student muster reporting and input student data into CeTARS.

C.5.4 Additionally for CSCS Det. Wallops Island, VA: contractor shall support Student Support Services to include staff and student daily muster reporting. Maintain the Navy Standard Integrated Personnel System (NSIPS) e-leave system and student data in CeTARS. Contractor shall support budget execution within the Fund Administration and Standardized Document Automation (FASTDATA) system.

C.5.5 Additionally for CSCS Det. East, Norfolk, VA: contractor shall monitor the Navy Standard Integrated Personnel System (NSIPS) e-leave; perform Command PASS Coordinator (CPC) functions; and maintain the Command Directives Program.

C.5.6 Additionally for FASW LTF, Point San Diego, CA: contractor shall support Student Support Services, input student data into CeTARS and provide student processing.

C.5.7 Additionally for MWTC, Point Loma, CA: contractor shall monitor the Navy Standard Integrated Personnel System (NSIPS) e-leave; perform Command PASS Coordinator (CPC) functions; maintain the Command Directives Program; input student data into CeTARS; provide student processing and input student data in the Learning Management System (LMS).

C.5.8 Additionally for CSCS Det. PACNORWEST Everett, WA: contractor shall support Student Support Services to include staff and student muster reporting, provide staff and student (enlisted and officer) processing input student data to CeTARS, maintain Navy Standard Integrated Personnel System (NSIPS) e-leave; perform Command PASS Coordinator (CPC) functions; and maintain the Command Directives Program.

C.6. LOGISTICS SUPPORT

C.6.1. The contractor shall provide logistics support at Dahlgren, VA to include the following items: control of failed Depot Level Repairable (DLR) TTE turn-in parts, shipping and receiving, storage, warehousing, issuing, inventory and property control, requisition preparation, processing Initial Outfitting Lists, Coordinated Shipboard/Shore based Allowance List (COSBAL) maintenance, interface with financial and maintenance personnel, transition of non-National Stock number (NSN) items and expediting. Efforts shall include database management to include the Defense Property

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 12 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Accountability System (DPAS).

C.7. MAILROOM SUPPORT

C.7.1. The contractor shall provide Mailroom support at Dahlgren, VA to include the following items: processing and delivery of incoming and outgoing mail; performing classified courier services; Ensuring and instructing Government Personnel in proper USPS unclassified packaging and letter preparation; ensuring adherence to security and Personally Identifiable Information (PII) procedures and reporting violations; maintaining an approved address directory database; checking in/out personnel; conducting mailroom indoctrinations; maintaining required logs and records; and assisting Supply/Logistics operations when required.

C.8. MONTHLY PROGRESS AND STATUS REPORTS

C.8.1 The contractor shall submit a Monthly Progress Report, in accordance with CDRL A001, which consists of the following:

C.8.1.1 The Contract Progress Summary Report. The contractor shall provide a contractor Progress Summary Report monthly and the report shall be consistent with Data Acquisition Document Number DI-MGMT-81864.

C. 8.1.2 Comptroller Monthly Report. The contractor shall provide a Comptroller monthly report as set forth below.

a). Cost Analysis. The contractor shall provide a monthly cost analysis report of each Work Area (WA) and totals to the CLIN level to the CSCS Comptroller and COR that includes as a minimum: WA title, actual cost incurred to date, fee, Estimate Cost to Completion and Total Cost to Complete for each WA. Total funding, amount expended and remaining funds for each WA shall also be included.

b). Labor Analysis. The contractor shall provide a monthly labor analysis report of each task area to the CSCS Comptroller and COR that includes as a minimum: WA title, actual man hour expenditure, estimate of man-hours to completion, a summation of actual and estimated hours and Full Time Equivalent (FTE) man hours for each WA. This data shall also be totaled at the CLIN level.

C.8.1.3 Accounting Classification Reference Number (ACRN) Report. The contractor shall provide a monthly ACRN report as set forth below:

(a) ACRN Analysis. The contractor shall provide a monthly ACRN analysis report to CSCS

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 13 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Comptroller and COR that includes as a minimum: ACRN, CLIN, Amount Funded per Mod, Total Funded, Amount invoiced, invoiced to date per ACRN, remaining funding and percentage invoiced. Government format will be provided.

(b) A comparison with total amount invoiced for the corresponding period per CLIN and explanation for any difference (other than rounding).

C.9 MANDATORY REQUIREMENT

Offerors must meet the mandatory requirement below at time of proposal submission. In addition, the mandatory requirement must be maintained throughout the life of the Task Order. The mandatory requirement is as follows:

Requirement 1: Security Clearance. The Offeror shall possess a **SECRET** facility security clearance issued by the Defense Investigative Service at the required security level at the time of proposal submission. All key personnel are required to have a Clearance at the **SECRET** Level at time of proposal submission. Non key persons who require access to CSCS facilities shall possess a SECRET level security clearance prior to contract award.

C.10 PLAN OF ACTION AND MILESTONES (POA&M)

The Contractor shall develop a POA&M for each work element. The POA&M shall be signed by the Contractor and the Government. The signed POA&M shall be provided electronically to the Contract Specialist, the COR/ACOR, and the appropriate Government Subject Matter Expert within forty-five (45) calendar days after issuance of the order. Thereafter, plans shall be updated bi-annually or as needed for each CLIN. While Contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M.

- a. Date POA&M prepared/revised
- b. Work Area (number and title)
- c. Revision number if applicable
- d. Contract and Task Order Number
- e. POA&M Period Of Performance
- f. Contractor Interfaces/Points Of Contact (technical area)
- g. Government Interfaces/POC/Subject Matter Expert (SME)
- h. Estimated labor hours and total cost (including fee)
- i. Work summary – to include tasking for the year
- j. SubContractors identified by name
- k. Travel

C.11 FACILITY ACCESS AND WORKFORCE LOCATION

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 14 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Performance of this contract will require the contractor to have access to CSCS Headquarters, Dahlgren, Aegis Training and Readiness Center (ATRC) (which includes Training Support Detachment (TSD), Dahlgren, CSCS Detachment Wallops Island, CSCS Unit Dam Neck, CSCS Detachment PACNORWEST Everett, WA, and CSCS Detachment San Diego CA, LCS Shore Base Training Facility (SBTF). The contractor shall comply with such procedures as are established for each of the facilities.

C.12 SECURITY CLEARANCE

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

C.13 GOVERNMENT PROVIDED SPACE

Specific CSCS workspaces will be made available to the contractor at contract start-up as specified below:

Location	#Persons	Location of Work Space
Dahlgren, VA	27	CSCS/ATRC Bldg. 1520
Wallops Island, VA	2	CSCS Bldg. R30
CSCS Unit Dam Neck, VA	1	Bldg. 586
CSCS FASWTC San Diego, CA	1	LCS Shore Base Train. Facility Bldg. 3292
CSCS Det. PACNORWEST Everett, WA	1	CSCS Bldg. 2120

C.14 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 regulations. Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to privacy act data in support of this contract must sign a privacy act certification.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 15 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

C.15 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 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) CSCS 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.16 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.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 16 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

C.17 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 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.18 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.19 CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of local command 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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 17 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.20 CONTRACT PERSONNEL ADMINISTRATION

When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing badge identifications and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program /project managers shall be clearly identified and known as such by Government employees. As circumstances permit, frequent (at least monthly) meetings are conducted between the COR and the Contractor organization program manager/project manager.

C.21 DIGITAL DELIVERY OF DATA

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

(b) Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government’s rights in and to such technical data and/or computer software must also be digitally included as part of the deliverable and on or in the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor’s obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013, and/or DFARS 252.227-7014 and/or DFARS 252.227-7020.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 18 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(c) Digital delivery means such as but not limited to Internet tools, websites, shared networks, and the like sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as but not limited to “Terms of Use,” licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other 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 Procuring Contracting Officer; otherwise, the Government’s rights in and to such deliverables shall be governed exclusively by the terms of this task order.

C.22 SKILLS AND TRAINING

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

C.23 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,
- (d) Any tripwires identified.

NOTE: Regarding 52.244-2 Alternate 1 JUN 2007 -- Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 19 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

C.24 OTHER DIRECT COSTS (ODCs)

(a) Travel Requirements - All travel under this effort must be requested of, or authorized by the COR, in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. Travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations. Specific Travel requirements shall be identified in the POA&Ms.

(b) Materials - The Government is not anticipating any materials for this effort.

(c) Costs Expressly not allowed for Direct Charge - The costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract. General purpose business expenses include the costs for items such as telephones (including cell phones) and telephone charges, copy machines, word processing equipment, personal computers, and other office equipment and supplies.

(d) Information Technology (IT) Resources - IT Resources shall not be purchased unless DoD and Navy purchasing procedures have been satisfied and approvals obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services.

C.25 NON-DISCLOSURE AGREEMENTS (NDAs)

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

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

C.26 IN-PROCESS REVIEWS

The Contractor shall conduct an In-Process Review (IPR) with the Contracting Officer Representative (COR), Contracting Officer (CO), and Contract Specialist (CS) every six months and other CSCS personnel designated by the COR upon CSCS request. This review shall be documented in a report, which shall include at least the following:

- a. Current and cumulative expenditures in both hours and dollars. Labor hours shall be presented by labor category. Personnel charging to the task shall be identified. An analysis shall be presented which compares proposed and actual amounts. Significant variances shall be

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 20 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

explained.

- b. Travel performed, including identification of element, number of days, purpose of travel, dates of travel, destination, names of travelers, and a summary of the results of the trip.

Performance review:

- a. Action Item status
- b. Contract Data Requirement List (CDRL) item status to include a listing of items delivered
- c. Accomplishments
- d. Problems
- e. Schedule

Minutes and action items shall be produced and distributed by the Contractor.

C.27 POST AWARD MEETINGS

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

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

(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 DFAR 252.232-7006 Wide Area Workflow Payment Instructions. The contractor will be given at least five working days notice prior to the date of the meeting by the Contract Specialist.

CLAUSES INCORPORATED BY FULL TEXT

Ddl - C40 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 CSCS IS Resources

(1) In the event that the Contractor is required to have access to CSCS IS resources, the login name

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 21 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 CSCS 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 CSCS 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 CSCS, 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 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 CSCS firewall.

Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

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

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

Ddl-C41 TERMINATION OF EMPLOYEES WITH GOVERNMENT BASE ACCESS

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

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify local commands Physical Security and COR in advance of the date, time and

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 22 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

location where the local command's representative may retrieve the Government 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 local commands Physical Security and the COR of the separation and make arrangements between the former employee and local commands Physical Security for the return of the badge.

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

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data 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, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 23 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

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

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

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

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

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

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

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

(e) Delivery by the Contractor to the Government of certain technical data and other data is now

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 24 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the C-26 Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 25 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 26 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 27 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

All unclassified data 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, Incorporating Change I on March 28, 2013.

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 28 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

E.1 HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

E.1.1 HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

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

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 This Quality Assurance Surveillance Plan (QASP) is a Government-developed and applied document used to make sure that systematic quality assurance methods are used in the administration of this performance-based 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 followed in determining whether to issue the award-term periods.

E.3.2 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/ quality levels identified in the Performance Work Statement (PWS) and the contractor's quality control plan (QCP), and to ensure that the Government pays only for the level of services received.

E.3.3 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.4 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 PCO or a duly authorized representative.

E.5 SCOPE

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 29 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

E.5.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the contractor flexibility to continuously improve and innovate over the course of the Task Order as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

E.5.3 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor’s own quality control plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Task Order regardless of whether the work is performed by contractor employees or by subcontractors. The contractor’s QCP will set forth the staffing and procedures for self-inspecting 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.5.4 The Government will assess performance using the methodology contained herein and the Contractor Performance Assessment Reporting System (CPARS) to determine how the contractor is performing against communicated performance objectives. CPARS assesses a contractor’s performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. The QASP methodology and CPARS performance expectations will be addressed in the Government and contractor’s initial post-award meeting. Potential sources of data may include, but are not limited to, the following:

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

E.5.5 A preliminary CPARS evaluation/rating will be accomplished. The purpose of this review is to determine whether the contractor is performing at least at a Satisfactory level for each area to be assessed using Table 1. This methodology will be utilized as an important factor in determining whether or not to exercise Option 1 and 2 under the Task Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

E.5.6 CLINs 7300 and 7400 are Award Term CLINS (see Table 3). In order for an Award Term to be awarded, the contractor must have achieved at least a Very Good for three of the five major element and not less than a Satisfactory for the remaining two major elements.

E.6 ROLES AND RESPONSIBILITIES

E.6.1 Procuring Contracting Officer (PCO)

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 30 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

E.6.1.1 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 Task Order. PCO's are designated via a written warrant, which sets forth limitations of their respective authority.

E.6.1.2 The PCO 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 PCO that ensures the contractor receives impartial, fair, and equitable treatment under the Task Order. The PCO is ultimately responsible for the final determination of the acceptability of the contractor's performance.

E.6.2 Contract Specialist

E.6.2.1 Assigned by the PCO to provide daily administration of the contract.

E.6.2.2 Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

E.6.3 Contracting Officer's Representative (COR)

E.6.3.1 An individual appointed in writing by the PCO to act as his/her authorized representative to assist in technical administration of the Task Order. The COR is appointed in the Task Order award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the Task Order.

E.6.3.2 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.6.3.3 The COR is not empowered to make any contractual commitments or to authorize any changes on the CO's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions will be referred to the PCO for action.

E.6.4 Subject Matter Expert (SME)

E.6.4.1 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.6.4.2 The SME provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.

E.6.4.3 A SME cannot, in any manner, alter the scope of the contract, make commitments, or authorize any changes on the Government's behalf.

E.6.5 SCHEDULE

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

E.6.5.1 Contractor Self-Assessment and QCP (written) due to the PCO and the COR no later than the end of month seven (7) of the period of performance based on the first six (6) months of support for the base period and each twelve (12) month period thereafter. Failure of the contractor to make a timely delivery will be viewed as the contractor's overall inability to comply with Contract schedules.

E.6.5.2. Interim Evaluation – The COR can provide feedback to the PCO at anytime during the period of performance. The PCO will provide this feedback to the Contractor upon receiving it, if

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 31 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the feedback indicates that the Contractor is not meeting the acceptable performance standards as defined herein.

E.6.5.3 Degradation of Performance - If following a favorable evaluation, the Government experiences a serious degradation in the overall quality of performance, the PCO has the unilateral right to repeat the evaluation process during the remaining period of performance.

E.6.6 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

E.6.6.1 Table (1) provides the overall performance ratings. The Award Term Clause and Award Term Plan section provides the Award Term Incentive Objectives. Table (2) provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

E.6.6.2 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.6.6.3 If the contractor fails to meet the required performance level based on the preliminary review conducted in accordance with section 5.0 above, the Government may not exercise the next Option period under the Task Order. “Meeting the required performance level” means that the contractor must receive at least a Satisfactory rating (see Table 1) for each of the five (5) major elements that are evaluated (Task Performance, Staffing, Customer Satisfaction, Management Performance, and Cost Management and Efficiency) for the performance period being evaluated.

E.6.6.4 Periods 3 and 4 are Award Terms (see Award Term Clause and Award Term Plan). In order for an Award Term to be issued, the contractor must have achieved at least a Very Good rating for three of the five major elements and not less than a Satisfactory for the remaining two major elements.

E.6.6.5 The PCO will make an Award Term incentive determination for Periods 3 and 4 prior to the end of each preceding evaluation period. The determination will be based on the COR’s recommendation, and any other information deemed relevant by the PCO.

E.6.7 METHODOLOGIES TO MONITOR PERFORMANCE

E.6.7.1 Surveillance Techniques

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 32 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

E.6.7.2 Customer Feedback

E.6.7.2.1 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.6.7.2.2 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.3.6.2.3 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.6.7.2.4 Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

E.7.8 QUALITY ASSURANCE DOCUMENTATION

E.7.8.1 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.8 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 as input to Option Exercise determinations. Formal CPARS evaluations will be conducted on an annual basis.

Table (1) – Overall Performance Rating

Overall Performance Rating	Standard
Excellent	Performance meets contractual requirements and exceeds many requirements to the Government's benefit.

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

Table (2) – QASP Objectives

QASP OBJECTIVES			
Assessment Period	Acceptable Performance Definition	Schedule	Incentives
Base Period	Overall Performance Rating of at least "Satisfactory".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 8 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 1. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 1.
Option 1	Overall Performance Rating of at least "Satisfactory".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 2. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 2.
Option 2	Overall Performance Rating of at least "Very Good".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for granting Award Term 1. (-) Does not meet the acceptable performance definition as a condition for granting Award Term 1.
Award Term 1	Overall Performance rating of at least "Very Good".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for granting Award Term 2. (-) Does not meet the acceptable performance definition as a condition for granting Award Term 2.
Award Term 2		In accordance with the QASP Schedule; annually using the	Final CPARS ratings.

QASP OBJECTIVES

Assessment Period Acceptable Performance Definition Schedule Incentives

CPARS system covering the previous 12 months.

Table (3) – Task 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 required.	Deliverables received are well researched, complete and technically accurate. No more than one (2) revisions are typically needed to accept the item. Other deliverables meet all Contract requirements.	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 expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
II. Staffing					

	<p>Contractor provides marginally qualified or unqualified personnel.</p> <p>Lapses in coverage occur regularly.</p>	<p>Contractor provides marginally qualified personnel.</p> <p>Lapses in coverable occur more than occasionally.</p>	<p>Contractor provides qualified personnel.</p> <p>Lapses in coverage occur occasionally and are successfully managed by the contractor with to minimize impact on timeliness or quality.</p> <p>New/and or substitute resumes submitted IAW contract reqmts.</p> <p>Personnel work products fully consistent with resume qualifications.</p>	<p>Contractor provides a mix of qualified and highly qualified personnel.</p> <p>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.</p> <p>Personnel work products fully consistent with resume qualifications</p>	<p>Contractor provides highly qualified personnel.</p> <p>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.</p> <p>Personnel work products fully consistent with resume qualifications.</p>
--	--	---	---	--	--

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.
--------------------	--	---	--	---	---

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 36 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Responsive- ness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.
Communi- cation	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 routinely communicates 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.

V. Cost Management & Efficiency

<p>Cost Mgmt & Reporting</p>	<p>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.</p>	<p>Contractor may experience occasional cost overruns. Cost reports are occasionally late and/or contain errors. Invoices are occasionally late or contain errors.</p> <p>Supporting detail contains occasional errors.</p> <p>Subcontractor invoices are not paid in a timely manner. SB subcontractor invoices are not expedited.</p>	<p>Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely and accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.</p>	<p>Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences occasional cost underruns.</p> <p>Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely and accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.</p>	<p>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.</p> <p>Invoices are timely and accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.</p>
----------------------------------	--	---	--	---	--

Other Direct Cost (ODC)	ODCs are not accurately or timely reported or invoiced. Errors are not quickly corrected. Does not comply with contract requirements for ODC authorizations. Burdened unit costs usually higher than proposed.	ODCs are occasionally not reported or invoiced in timely manner. Errors not consistently corrected in a timely manner. Occasionally does not comply with authorization requirements in contract. Burdened unit costs are frequently higher than proposed.	ODCs are accurately and timely reported and invoiced. Any errors noted are quickly corrected. Contractor complies with contract requirements for ODC authorization 98% of time. Burdened unit costs are rarely higher than proposed.	ODCs are accurately and timely reported and invoiced. Errors are rare and quickly corrected. Contractor complies with contract requirements for ODC authorization 100% of time. Burdened unit costs are occasionally lower than proposed.	ODCs are accurately and timely reported and invoiced. Contractor complies with contract requirements for ODC authorization 100% of time. Burdened unit costs are often lower than proposed.
-------------------------	---	--	---	---	---

E.10 AWARD TERM PLAN

1. INTRODUCTION

The QASP is the basis for evaluating of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO) who is the PCO. The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described in the Section E, Inspection and Acceptance. 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. ORGANIZATION

The award-term organization includes the PCO/TDO, the Contract Specialist, the COR and project-specific Subject Matter Experts (SMEs).

3. RESPONSIBILITIES

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

4. AWARD-TERM PROCESSES

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 39 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

5. 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.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 40 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	11/17/2014 - 11/16/2015
7010	11/17/2014 - 11/16/2015
9000	11/17/2014 - 11/16/2015

CLIN - DELIVERIES OR PERFORMANCE

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

7000	11/17/2014 - 11/16/2015
9000	11/17/2014 - 11/16/2015

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

7100	11/17/2015 - 11/16/2016
7200	11/17/2016 - 11/16/2017
9100	11/17/2015 - 11/16/2016
9200	11/17/2016 - 11/16/2017

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

7300	11/17/2017 - 11/16/2018
7400	11/17/2018 - 11/16/2019
9300	11/17/2017 - 11/16/2018
9400	11/17/2018 - 11/16/2019

F.1 Services to be performed hereunder will be provided at the Center for Surface Combat Systems and Detachments including AEGIS Training and Readiness Center (ATRC), Detachment Wallops Island, CSCS Unit Dam Neck, CSCS Detachment PacNorWest, CSCS Det. San Diego.

F2 HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS
All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 41 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 (d)(2) "LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER"

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

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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

Procuring Contracting Officer (PCO):

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 42 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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:

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

Administrative Contracting Officer (ACO)

- (a) Name: DCMA Seattle - S4801A
Code:
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 Center for Surface Combat Systems (CSCS), Dahlgren Division.

Contracting Officers Representative (COR):

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. A

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 43 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

Alternate Contracting Officers Representative (ACOR):

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment 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/>

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 44 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 _____

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 45 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

payment request.

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

(g) WAWF point of contact.

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

(2) For technical WAWF help, contact the WAWF helpdesk at [866-618-5988](tel: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 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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 46 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.8 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.9 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
700001	1300466785	
LLA :		
AA 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTABQ		
1300460056-00001		
10 USC 2410(a) authority is being invoked.		
Funds are provided for Ops Support		
ACRN AA		
900001	1300466785	
LLA :		
AA 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTABQ		
1300460056-00001		
10 USC 2410(a) authority is being invoked.		
Funds are provided for Ops Support		

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 47 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ACRN AA

BASE Funding
Cumulative Funding

MOD 01

700002 130046678500001
LLA :
AC 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTABQ
Standard Number: N3596A15WXM001/A1
PR # 1300466785-00001
FED/WCD - 9/30/15
OMN
OPS SUPPORT

700003 130046678500002
LLA :
AD 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTACQ
Standard Number: N3596A15WXM001/A1
PR # 1300466785-00002
FED/WCD - 9/30/15
OMN
OPS SUPPORT

701001 130046666700001
LLA :
AB 97-11X8242 2860 000 74602 0 065916 2D PKSE44 416980010GQC
Standard Number: N0002414RX00762
PR # 1300466667-00001
WCD - 12/31/15
FMS
INTERNATIONAL STUDENT SUPPORT, TRACKING AND PLANNING SERVICES FOR CSCS N9S
DEPARTMENT

900002 130046678500003
LLA :
AD 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTACQ
Standard Number: N3596A15WXM001/A1
PR # 1300466785-00003
FED/WCD - 9/30/15
OMN
OPS SUPPORT

MOD 01 Funding
Cumulative Funding

MOD 02

700003 130046678500002
LLA :
AD 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTACQ
Standard Number: N3596A15WXM001/A1
PR # 1300466785-00002
FED/WCD - 9/30/15
OMN
OPS SUPPORT

900002 130046678500003
LLA :
AD 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTACQ
Standard Number: N3596A15WXM001/A1
PR # 1300466785-00003
FED/WCD - 9/30/15
OMN
OPS SUPPORT

MOD 02 Funding 0.00
Cumulative Funding

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 48 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 03

700002 130046678500005
 LLA :
 AC 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTABQ
 PR # 1300466785-00001
 PR # 1300466785-00005 (PLUS UP)
 FED/WCD - 9/30/15
 OMN
 OPS SUPPORT

700003 130046678500006
 LLA :
 AD 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTACQ
 PR # 1300466785-00002
 PR # 1300466785-00006 plus up
 FED/WCD - 9/30/15
 OMN
 OPS SUPPORT

700004 130046678500004
 LLA :
 AE 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTAAQ

700005 130046678500007
 LLA :
 AF 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTADQ
 PR # 1300466785-00007 \$500,000 MOD 03

700006 130046678500008
 LLA :
 AG 1751804 22M8 252 3596A 0 068566 2D XMC001 3596A5GSTAEQ
 PR #1300466785-00008 MOD 03

MOD 03 Funding
 Cumulative Funding

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 49 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Performance Work Statement (PWS), the Government requires Key Personnel with the appropriate experience and professional qualifications. Key Personnel qualification levels are considered to be **desired** for those individuals whose resumes are submitted for evaluation with the proposal. All individuals performing under the key personnel labor categories are considered key. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed and any replacement of key personnel.

H.2 KEY PERSONNEL LABOR CATEGORY QUALIFICATIONS

(1) Program Manager

Ten years experience in the management of technical information, with at least five years involving DOD programs. Demonstrated qualities of leadership and responsibility in DOD program management systems, able to interface effectively with customers, subcontractors, etc. Capability to maintain support within cost and schedule constraints and provide technical excellence. Thoroughly knowledgeable of the Navy's contractual process.

(2) Administrative Assistant

Four years of experience performing the task/duties of an Administrative Assistant or duties similar in complexity. Must have working knowledge of The Standard Labor Data Collection and Distribution Application (SLDCADA), The Defense Travel System (DTS) and The Joint Personnel Adjudication System (JPAS). Collects information and responds to routine inquiries and/or prepares periodic reports. Selects appropriate methods from a wide variety of procedures and/or makes simple adaptations and interpretations from substantive guides and manuals. Ability to work independently on projects requiring research.

(3) Librarian (Head)

Six years of library experience. Shall have basic knowledge of library operations and be able to perform duties such as circulation, data input, acquisition functions, and provide support to the professional staff. Shall demonstrate the ability to work independently and be able to communicate effectively both orally and through formal reports written in specified government formats.

(4) Senior Data Management Specialist

Three years training and/or experience in developing and maintaining documentation and/or data management systems. Able to communicate effectively both orally and through formal reports written in specified government formats.

H.3 NON-KEY LABOR CATEGORY MINIMUM QUALIFICATIONS

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 50 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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) Secretary I

One year of Secretarial experience. Experience to edit and reformat written or electronic drafts. Shall have experience with office terminology and practices. Shall have the experience for filing, scanning reproduction, faxing, answering telephones, preparing viewgraphs, maintaining supply inventories, sorting mail, errand runs, and/or greeting visitors. Shall be able to type 60 wpm. Should have knowledge of E-mail operations; database operations; Windows operating systems; MS Office products.

(2) Secretary II

Two years of experience performing the task/duties of a Secretary I or duties similar in complexity. In addition, must be able to effectively communicate orally and in writing. Familiarity with subject matter is required. Knowledge in the use of the more advanced functions of varied software.

(3) Secretary III

Four years of experience performing the task/duties of an Secretary II or duties similar in complexity. Collects information and responds to routine inquiries and/or prepare periodic reports. Selects appropriate methods from a wide variety of procedures and/or makes simple adaptations and interpretations from substantive guides and manuals.

(4) Library Technician

Possesses one year of general knowledge of routine library functions, able to perform duties such as shelf maintenance and record keeping, circulation and retrieving of material. Understands filing systems for each type of material and able to file correctly and accurately by specific numbers.

(5) Illustrator I (Technical)

Three years training or experience in developing technical, engineering, and facilities drawings. Capable of using computer aided design systems and tools to develop technical illustrations.

(6) Logistics Technician

Two years experience with Logistics Operations, including warehousing, receiving, inventory control, receipt control, requisitioning and customer service.

(7) Mail (Postal) Clerk

Two years experience with Postal Duties and Mailroom Operations. Familiarity with Supply Operations. Must possess and maintain a valid driver's license.

(8) Senior Library Technician

Two years of library experience. Demonstrates basic knowledge of library operations and ability to perform duties such as circulation, data input, acquisition functions, and provide support to the professional staff.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 51 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(9) Senior Technical Systems Analyst

Five year training and/or experience in information management for technical data systems. Developing and maintaining documentation and/or data management systems. Experience in automated data management systems and have the ability to develop management system for data. Demonstrated strong ability to work independently and communicate effectively both orally and through formal reports written in specified government formats.

(10) Technical Systems Analyst

Three years training and/or experience in information management for technical data systems. Developing and maintaining documentation and/or data management systems. Experience in automated data management systems and have the ability to develop management system for data. Demonstrated strong ability to work independently and communicate effectively both orally and through formal reports written in specified government formats.

(11) Technical Illustrator III

Five years training or experience in developing technical, engineering, and facilities drawings. Capable of using computer aided design systems and tools to develop technical illustrations.

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.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 52 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 required 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.

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

H.6 RESUME FORMAT AND CONTENT REQUIREMENTS

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

- Complete Name
- Task Order Labor Category
- Contractor Labor Category
- Percentage of time to be allocated to this effort
- Current level of security clearance level per JPAS (identify if interim or final) Current work location and planned work location upon award of this Task Order
- Note if the individual is key on another contract with a period of performance that will overlap this requirement. Note plans to satisfy both contracts if the Offeror is selected for award.
- Chronological Work History / Experience – Show experience and date(s) as follows:

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

(b) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e, Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an Offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 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 and H.3. 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.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 53 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

(g) Gaps in experience shall be avoided.

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

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

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

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

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

(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 N00024-14-R-3263 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 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:

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 54 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CLIN	Total CPIF	Funding this Mod	Previous Funding	Total Funded	Amount Unfunded	Total Hours Funded
Base						
7000	\$2,517,829					
7010	\$100,000					
9000	\$36,148	\$0				-
Total Base	\$2,653,977					
7100	\$3,062,485	\$0	\$0	\$0		-
9100	\$36,148	\$0	\$0	\$0		-
Total Option 1	\$3,098,633	\$0	\$0	\$0		-
7200	\$3,062,450	\$0	\$0	\$0		-
9200	\$36,148	\$0	\$0	\$0		-
Total Option 2	\$3,098,598	\$0	\$0	\$0		-
7300	\$3,112,514	\$0	\$0	\$0		-
9300	\$36,148	\$0	\$0	\$0		-
Total Award Term 1	\$3,148,662	\$0	\$0	\$0		-
7400	\$3,112,506	\$0	\$0	\$0		-
9400	\$36,148	\$0	\$0	\$0		-
Total Award Term 2	\$3,148,654	\$0	\$0	\$0		-
Total Contract	\$8,851,208					

H.8 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

CLIN	Cost	Est Fee	CPIF	Est POP
Base				
7000			\$1,891,000	8/7/2015
7010			\$30,000	2/23/2015
9000			\$9,000	2/4/2015
Total Base			\$1,930,000	
7100	\$0	\$0	\$0	11/6/2015
9100	\$0	\$0	\$0	11/6/2015
Total Option 1	\$0	\$0	\$0	
7200	\$0	\$0	\$0	11/6/2016
9200	\$0	\$0	\$0	11/6/2016

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 55 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Total Option 2	\$0	\$0	\$0	
7300	\$0	\$0	\$0	11/6/2017
9300	\$0	\$0	\$0	11/6/2017
Total Award Term 1	\$0	\$0	\$0	
7400	\$0	\$0	\$0	11/6/2018
9400	\$0	\$0	\$0	11/6/2018
Total Award Term 2	\$0	\$0	\$0	
Total Contract			\$1,930,000	

(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.9 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
7000			0
7099	N/A	N/A	N/A
7100			0
7199	N/A	N/A	N/A
7200			0
7299	N/A	N/A	N/A
7300			0
7399	N/A	N/A	N/A
7400			0
7499	N/A	N/A	N/A

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 56 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(b) Of the total man-hours of direct labor set forth above, it is estimated that **(0)** 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 **(1,214)** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 57 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 zero percent (0%) of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of 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.10 SAVINGS INITIATIVES

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

- (a) Annual Labor Escalation: % in Option Year 2 & Award Year 4
- (b) Maximum Pass-Thru Rate: (To be identified at time of Award):
- (c) Lower Target, Maximum and/or Minimum Fee rates than those reflected in the solicitation
- (d) Other: (To be identified at time of Award)
- (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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 58 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(2) the Subcontractors SeaPort-e pass-thru rate where the Subcontractors is also a Prime Contractor under SeaPort-e.

H.11 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 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.

H.12 LABOR TRIPWIRE JUSTIFICATIONS

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

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

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 59 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

H.13 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

H.14 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:

URS Federal Technical Services, Inc.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 60 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

INCORPORATED BY REFERENCE

52.203-16 – Preventing Personal Conflicts of Interest	(Dec 2011)
52.204-6 -- Data Universal Numbering System Number	(Jul 2013)
52.204-9 -- Personal Identity Verification of Contractor Personnel	(Jan 2011)
52.215-21--Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications	(Oct 2010)
52.219.14 - Limitations on Subcontracting	(Nov 2011)
52.222-41 - Service Contract Act of 1965	(Nov 2007)
52.224-1 - Privacy Act Notification	(Apr 1984)
52.224-2 - Privacy Act	(Apr 1984)
52.227-11 - Patent Rights -- Ownership by the Contractor	(Dec 2007)
52.223-18 – Encouraging Contractor Policies to Ban Text Messaging While Driving	(Aug 2011)
252.227-7039 - Patents--Reporting of Subject Inventions	(Apr 1990)
252.204-7000 - Disclosure of Information	(Dec 1991)

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.1 AWARD TERM CLAUSE

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

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

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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 61 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

(Applicable to CLIN 7000, if exercised, CLINs 7000, 7100, 7200, 7300, and 7400)

(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.

(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,

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 62 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 percent or less than 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 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.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 63 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 2000) (NAVSEA VARIATION) (SEP 2009)

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

ITEM(s)	Latest Option Exercise Date
7100, 7199, 9100	After the first 12 months of Task Order performance and no later than 24 months after Task Order performance begins
7200, 7299, 9200	After the first 24 months of Task Order performance and no later than 36 months after Task Order performance begins
7300, 7399, 9300	After the first 36 months of Task Order performance and no later than 48 months after Task Order performance begins
7400, 7499, 9400	After the first 48 months of Task Order performance and no later than 60 months after Task Order performance begins

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 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.4 52.219-17 – SECTION 8(a) AWARD (DEC 1996)

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

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

(2) Except for novation agreements and advance payments, delegates to the NSWCCD (N00178) the responsibility for administering the contract with complete authority to take any action on behalf of the

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 64 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

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

(4) To notify the NSWCDD (N00178) Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

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

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

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NSWCDD (N00178).

1.5 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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 65 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 [*insert name of SBA's Contractor*] will notify the [*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 [*TBD at time of award with the appropriate SBA District and/or Regional Office(s) as identified by the SBA*].

I.6 52.222-17 – Nondisplacement of Qualified Workers (May 2014)

(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 Labor Standards statute, 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

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 66 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contractor whom the Contractor or any of its subcontractors reasonably believes, 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 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.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 67 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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.

(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.

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 68 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

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

Code	Title	Grade
01020	ADMINISTRATIVE ASSISTANT	GS-7
01113	GENERAL CLERK III	GS-4
01311	SECRETARY I	GS-4
01312	SECRETARY II	GS-5
01313	SECRETARY III	GS-6
01410	SUPPLY TECHNICIAN	GS-7
13041	ILLUSTRATOR I	GS-5
13042	ILLUSTRATOR III	GS-7
13047	LIBRARIAN (Key Positions)	GS-8
13058	LIBRARY TECHNICIAN (Non-Key Positions)	GS-5

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 03	PAGE 69 of 69	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Exhibit A, Contract Data Requirements List (CDRLs) DD1423

Exhibit A, CDRL A0001 Revision 1

Attachment J.1 Contract Security Classification Specification (DD Form 254)

Attachment J.2 Contracting Officer's Representative (COR) Appointment Letter

Attachment J.3 Alternate Contracting Officer's Representative (ACOR) Appointment Letter

Attachment J.4 Wage Determination (King George)

Attachment J.5 Wage Determination (Norfolk)

Attachment J.6 Wage Determination (Washington)

Attachment J.7 Wage Determination (San Diego)

Attachment J.8 Wage Determination (Accomack)