

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
01

3. EFFECTIVE DATE  
19-May-2015

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

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

6. ISSUED BY CODE

N00178

7. ADMINISTERED BY (If other than Item 6) CODE

S4801A

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

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

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

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7295-0003

10B. DATED (SEE ITEM 13)

01-Jun-2015

CAGE CODE  
09EJ4

FACILITY CODE

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<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 52.233-22 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

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY

18-May-2015

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The reason for this modification is to provide increments of funding to CLIN 7000 pursuant to FAR 52.232-22 Limitation of Funds.

In addition, Section F "Deliverables or Performance" period of performance dates have been updated for both the base and option year periods.

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 \$90,000.00 by \$150,000.00 to \$240,000.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700002	WCF	0.00	150,000.00	150,000.00

The total value of the order is hereby increased from \$1,446,725.00 by \$0.00 to \$1,446,725.00.

ACRNs, Lines of Accounting, Requisition Numbers and other financial information associated with MOD 01 appear at the end of Section G. In addition, Special Invoicing/Special Payment Instructions also apply to this Task Order per section G.

In Section H, the clauses NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS and FUNDING PROFILE are updated to reflect the funding changes in this modification.

AID # 140019

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R706	System administration and Integrated Logistics Support, Media Management, Documentation Maintenance, and Facility Support Services IAW Section C (Fund Type - TBD)		HR			\$1,443,515.00
700001	R706	Labor Funding-\$90,000 Award (WCF)					
700002	R706	Labor Funding-\$150,000 (Mod 1) (WCF)					

For Cost Type / NSP Items

7099		Data Deliverables-IAW Exhibit A-CDRLs-Base Period				LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R706	System administration and Integrated Logistics Support, Media Management, Documentation Maintenance, and Facility Support Services IAW Section C (Fund Type - TBD)  Option		HR			\$1,443,515.00

For Cost Type / NSP Items

7199		Data Deliverables-IAW Exhibit A-CDRLs-Option Period One				LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R706	System administration and Integrated Logistics Support, Media Management, Documentation Maintenance, and Facility Support Services IAW Section C (Fund Type - TBD)  Option		HR			\$1,443,515.00

For Cost Type / NSP Items

7299		Data Deliverables-IAW Exhibit A-CDRLs-Option Period Two				LO	NSP
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R706	ODC-CLIN 7000 Support (Fund Type - TBD)		LO	
9100	R706	ODC-CLIN 7100 Support (Fund Type - TBD)		LO	
		Option			
9200	R706	ODC-CLIN 7200 Support (Fund Type - TBD)		LO	
		Option			

### NOTE 1: LABOR HOURS

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

### NOTE 2: OPTION CLAUSE

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies to the Option CLINs. (CLIN 7100, 7200, 9100, and 9200)

### NOTE 3: ODCs

ODCs will be limited to travel.

### NOTE 4: 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 fixed fee type and NSP CLINs.

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

### B.2 ADDITIONAL CLINS

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

### B.3 FEE RATE

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The following table reflects the hourly rate to be billed.

	Fixed Fee Amount	Number of Man-Hours	Rate (Fee per Man-Hour)
Base			
Option 1			
Option 2			

In accordance with FAR 52.216-8 FIXED FEE, % (not to exceed \$100,000) of the fee payment will be reserved.

### **B.3.1 FINALIZED FIXED FEE**

If the total level of effort for each period specified in Section H clause 5252.216-9122 LEVEL OF EFFORT -ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this order, the Contracting Officer, at its sole discretion, shall finalize fee based on the percent of hours provided in relation to the fixed fee. For example, if 90% of the hours were provided, the contractor is entitled to 90% of the fixed fee. The above fee calculation applies to all periods regardless of the level of funding. This Task Order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost plus fixed fee.

### **B.4 HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

### **B.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

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52.232-22), as appropriate, shall apply separately and independently to each separately identified 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" (FAR52.216-7), 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)**

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

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

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

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

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

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

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

**B.8 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

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This entire task order is cost reimbursable. The Labor CLINs are Cost Plus Fixed Fee (CPFF) and ODC CLINs are Cost.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C.1 BACKGROUND

C.1.1 The Naval Surface Warfare Center, Dahlgren Division (NSWCDD) is an engineering, software development, and systems test and integration center for Research, Development, and Test & Evaluation (RDT&E) components of the US Navy. The purpose of this acquisition is to provide system administration and Integrated Logistics Support (ILS), media management, documentation maintenance, and facility support services to the NSWCDD Strategic Systems environment for Submarine Launched Ballistic Missile (SLBM) and Tomahawk programs.

C.1.2 This is a performance-based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The quality and effectiveness of the services performed hereunder will be evaluated in accordance with the performance standards/acceptable quality and the evaluation methods described in Section E, Inspection and Acceptance, Quality Assurance Surveillance Plan (QASP).

C.1.3 This is a contract for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this contract, Contractor personnel shall perform as required by this contract, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this contract work shall require, among other things, the Contractor to access and use Government owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government owned data. The Contractor's use of and access to Government owned data shall neither constitute nor create any Contractor rights in or license to such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein. Rights in data constituting and contained in contract deliverables required by the Contract Data Requirements List (CDRL) shall be governed by the appropriate contract clauses.

### C.2 SCOPE

C.2.1 The Contractor shall provide System Administration, System Analysts, Computer Operations, Library, Facilities Support, and Documentation. This is in support of the Submarine Launched Ballistic Missile (SLBM), Integrated Processing Environment (IPE), and ILS for the Fleet Ballistic Missile (FBM) Library, Top Secret Control Office (TSCO), and Strike Systems Development Laboratory (SSDL) Programs. The primary work location is at NSWCDD.

C.2.2 All work performed under this acquisition shall be performed following applicable SLBM/IPE /FBM/TSCO/SSDL/NAVASEA/DoD plans, standards, policies, and processes. The Contractor shall generate plans for specific tasking consistent with the Government master schedule for system and materials processes and development to include the scoping of the task, schedule development of workload estimates. The Contractor's activities must conform to the systems test and lab space environment and standards including all updates, improvements and additions to these process documents made over the life of the order. Deviation from these processes, policies and procedures



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are not authorized without advance approval by the Contracting Officer's Representative (COR).

C.2.3 The Contractor shall additionally perform all tasks in this Performance Work Statement Program Foreign Military Sales (FMS) Cases.

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

- DoD Directive 8570.1, "Information Assurance Training, Certification and Workforce Management"
- DoD Directive 8570.1-M, "Information Assurance Workforce Improvement Program"
- DoD Manual 4160.28-M-V3 Defense Demilitarization Procedural Guidance," June 7, 2011
- NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations", April 2013
- DOD Instruction 5200.33 (Defense Courier Operations)

### **C.4 REQUIREMENTS**

#### **C.4.1 SYSTEM ADMINISTRATION**

The System Administration tasking is common to both System Analysts and Computer Operators who maintain computer operations within the SLBM IPE. The SLBM IPE user community consists of the Government employees along with supporting Contractors. The current SLBM IPE consists of a large number of computer systems, servers, and networks; distributed throughout the work space in two major areas: secure facilities and Controlled Access Area (CAA) office space. All of the systems are interconnected by either classified or unclassified networks.

C.4.1.1 The Contractor shall log and track system/program downtimes and provide reports with relevant charts.

C.4.1.2 The Contractor shall perform system analysis of devices logging errors utilizing available tools.

C.4.1.3 The Contractor shall run system utilities designed for monitoring all aspects of system functions. The Contractor shall also monitor and arrest run-away system and user batch processes.

C.4.1.4 The Contractor shall assist user community with operational questions, problems, utility functions and system requests.

C.4.1.5 The Contractor shall perform backups of SLBM IPE Systems.

C.4.1.6 The Contractor shall attend system management meetings and provide informal oral briefings of SLBM IPE developments concerning assignment updates, requests, questions, security issues, and problems.

C.4.1.7 The Contractor shall provide escorting within the SLBM IPE spaces for those visitors who have official business, but do not have the appropriate clearance, a specific sponsor, or who otherwise have restricted access to the facilities.

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#### **C.4.1.1 SYSTEM ANALYST SUPPORT**

The Contractor shall maintain scripts, software installations, maintain system configurations, update software, and maintain security.

C.4.1.1.1 The Contractor shall perform restoration of user and system files and directories.

C.4.1.1.2 The Contractor shall install and maintain the current version of software including commercial, user, system, and patches. The Contractor shall also install temporary software for processing and moving files between networks.

C.4.1.1.3 The Contractor shall setup and configure systems with the required software including the Operating System (OS), Application and task specific software. Software configuration is to include user training of the System Configurations.

C.4.1.1.4 The Contractor shall write and maintain scripts and programs relative to SLBM IPE hardware and software operations.

C.4.1.1.5 The Contractor shall maintain the software distribution tool (LANDesk) and the Windows Domain Administration to be fully operational.

C.4.1.1.6 The Contractor shall maintain the setup and installation of thin clients to be fully operational.

C.4.1.1.7 The Contractor shall build, configure, and maintain Windows Terminal Services, Virtual Desktops, and VMware Systems to be fully operational.

C.4.1.1.8 The Contractor shall maintain system disk imaging and perform the imaging of disks.

C.4.1.1.9 The Contractor shall maintain enterprise wide virus management. The Contractor shall also maintain security on all SLBM IPE systems and perform routine security updates or security changes for the Virus scan (VSCAN) software on the Windows systems.

C.4.1.1.10 The Contractor shall assign Internet Protocol (IP) addresses and update the host table on the unclassified network.

#### **C.4.1.2 COMPUTER OPERATOR SUPPORT**

The operator shall perform equipment start up, system inspections, move files between systems and/or networks, equipment operations, equipment shutdown, record logbook entries pertaining to system performance, record problems, notify system managers of hardware/software or operational problems, identify and take corrective action to correct hardware faults.

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C.4.1.2.1 The Contractor shall set up, delete, and modify user accounts. The Contractor shall also grant and reset passwords for user accounts.

C.4.1.2.2 The Contractor shall log control point release of spare laptops to users.

C.4.1.2.3 The Contractor shall create and update mail aliases on the Unix Systems.

C.4.1.2.4 The Contractor shall provide management of SLBM IPE operator developed utilities.

C.4.1.2.5 The Contractor shall maintain system identifier file.

C.4.1.2.6 The Contractor shall process Per Data Transmission Request forms to transmit data to and from remote transmission sites via secure systems.

C.4.1.2.7 The Contractor shall provide data maintenance. Data maintenance includes maintenance of electronic databases and storage areas for material in all forms including documents and books, lists and files, and record/paper file maintenance.

C.4.1.2.8 The Contractor shall provide trouble ticket request responses and solutions. Assign problem reports in the SLBM Facilities trouble ticket tool to the appropriate user/groups.

C.4.1.2.9 The Contractor shall create, add, and delete user groups on the Unix/Linux/Windows systems.

C.4.1.2.10 The Contractor shall move files between networks when requested by users. The Contractor shall dump files to tape and restore on the requested network adhering to established Security Policy.

## **C.4.2 LIBRARY AND MEDIA SUPPORT**

The Contractor shall provide Classified and Controlled Unclassified Information (CUI) support for the Fleet Ballistic Missile (FBM) Library, the Top Secret Control Office (TSCO), SLBM IPE, and the Strike Systems Development Laboratory (SSDL) Programs as follows:

C.4.2.1 The Contractor shall transport SLBM backup media and documents between buildings located at NSWCDD to maintain program utilization and disaster recovery process.

C.4.2.2 The Contractor shall clean all controlled magnetic media in preparation for destruction or reuse in accordance with the organizations standard operating procedures. The Contractor shall prepare and process shipments of SSDL media for destruction to be sent to the National Security Agency (NSA).

C.4.2.3 The Contractor shall provide reproduction services for conversion of hardcopy and electronic files to media in accordance with standard security procedures. The Contractor shall also

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provide reproduction of documents by way of photocopying or scanning in response to internal and external requests. The Contractor shall provide reproductions of disks for the SSDL projects.

C.4.2.4 The Contractor shall maintain the FBM Library, TSCO media, and documentation inventory. The Top Secret inventory is typically done annually in April and the FBM Library usually conducts a semi-annual Secret inventory. The Contractor shall also perform monthly inventories of SSDL assets.

C.4.2.5 The Contractor shall degauss magnetic FBM Library media in accordance with instructions from the SLBM Computing & Information Security (CIS) group.

C.4.2.6 The Contractor shall perform virus checks on all SSDL media entering and leaving buildings in accordance with SSDL Automated Data Processing (ADP) Standard Operating Procedures.

C.4.2.7 The Contractor shall serve as a Media Transfer Agent (MTA) for SSDL and SLBM IPE. As SSDL MTA the Contractor shall track media usage in the MTA usage log, issue serialized media, maintain hard copies for file transfers and provide data transfers between networks.

C.4.2.8 The Contractor shall transfer FBM Library magnetic media for Secret and Top Secret file transfers.

C.4.2.9 The Contractor shall input appropriate database updates, generate, and provide inventory status reports at the conclusion of media inventories, in accordance with Standard Operating Procedures.

C.4.2.10 The Contractor shall maintain vault media library repository and database records for SSDL projects. The Contractor shall maintain and provide database retrieved reports for all SSDL media located in labs, monthly reports of all media entries, and a weekly report providing identification of non-barcoded secret media in accordance with Standard Operating Procedures.

C.4.2.11 The Contractor shall monitor SSDL classified lab spaces for unattended media or documentation.

C.4.2.12 The Contractor shall manage the SLBM IPE media library. Label and store all software/upgrade/backup media per system management request. In addition the Contractor shall ensure that the labeling of all SLBM IPE and SSDL media entering and leaving the controlled media areas is in compliance with the standard operating procedures and regulations.

C.4.2.13 Process SSDL new and incoming media, prepare media for vault repository and inventory, provide notifications of new media, and enter incoming, transfers, and new media items into database.

C.4.2.14 The Contractor shall destroy/dispose of documentation material. The Contractor shall shred classified material. This includes prepare, verify and sign destruction reports/forms for all

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material destroyed by shredding and update classified control database.

C.4.2.15 The Contractor shall process user requests with the determining of ownership, availability, and verification of requestor's clearance level prior to release of any classified material. The Contractor shall retrieve and sign out data in accordance with established procedures and relative to specific types of material.

C.4.2.16 The Contractor shall serve as liaison to Defense Courier Service (DCS) for the FBM Library and TSCO media, documentation, and data items. In this role the Contractor shall track media, documentation, and data item shipments, schedule pickups/deliveries, and provide delivery confirmation. The Contractor shall prepare Top Secret (TS) material in accordance with DOD Instruction 5200.33 (Defense Courier Operations).

C.4.2.17 The Contractor shall download TSCO strategic targeting message(s) from Top Secret Defense Messaging System (TSDMS).

C.4.2.18 The Contractor shall rotate TSCO backup tapes for Top Secret Distributed Graphics System (TSDGS).

### **C.4.3 DOCUMENTATION SUPPORT**

The Contractor shall perform documentation preparation and maintenance for the FBM Library, TSCO, and SLBM IPE programs. The documentation will consist of compiling, creating, reviewing, and updating project process documentation, forms, and standard operating procedures for task within this contract.

C.4.3.1 The Contractor shall develop, maintain, and update procedures for the Computer Operations Application Software Installations, Operating System Installations, Software Patches, Virus Scan Security Reports, New Employee Overview of System Requirements, Media Backups, System Maintenance, External Media Labeling, and Operator Generated Procedures.

C.4.3.2 The Contractor shall develop, maintain, and update SLBM IPE technical documentation, Computer Operation forms and logs designed for traceability as in; file and directory restoration requests, trouble report, SLBM IPE system status, full back up report, weekly backup report, media generation logs, backup inventory control, and SLBM IPE systems maintenance.

C.4.3.3 The Contractor shall provide system process inputs for SLBM IPE Operating Procedures document composed of Secret IPE (S-IPE) and Unclassified IPE (U-IPE) operating procedures.

C.4.3.4 The Contractor shall create and maintain SLBM IPE user and system documentation.

C.4.3.5 The Contractor shall create and maintain Computer Operations software documentation and development process.

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C.4.3.6 The Contractor shall create and maintain documentation for SLBM IPE system programs.

C.4.3.7 The Contractor shall manage, breakdown, and sort computer SLBM IPE area print outs for pickup and file classified banner pages in IPE containers.

C.4.3.8 The Contractor shall dispose of classified and unclassified dated listings and all unnecessary printed output in appropriately marked containers.

C.4.3.9 The Contractor shall provide maintenance of FBM Library Operating Procedures. The Contractor shall be responsible for maintaining and submitting change recommendations for K Department Instruction 5523.3C, Fleet Ballistic Missile (FBM) Library Standard Operating Procedures so that it accurately reflects the operational procedures of the library.

C.4.3.10 The Contractor shall maintain FBM Library Standard Operating Procedures (SOPs) and document design requirements for applications that aid FBM Library classified material inventory tracking.

#### **C.4.4 FACILITY OPERATIONS**

Facility Operations involves those tasks necessary to ensure proper operation and preventive equipment maintenance of facilities and support equipment for the SLBM IPE, FBM Library, TSCO, and SSDL labs and spaces.

C.4.4.1 The Contractor shall maintain general office equipment including printers, photocopiers, computer components, peripherals, and media players. This includes refilling equipment with paper, toner, and clear paper jams. In addition the Contractor shall report when replenishments, repairs, or maintenance are necessary.

C.4.4.2 The Contractor shall recommend SLBM IPE equipment (e.g. disk, memory, and peripheral) upgrades and new technologies related to networks and systems (e.g. UNIX, Linux, and Windows).

C.4.4.3 The Contractor shall perform weekly preventive maintenance consisting of powering down and up equipment, ensuring all systems return to a fully operational state.

C.4.4.4 The Contractor shall respond to SLBM IPE hardware/software failures upon notification by taking appropriate action to correct situations, log failures, and notify appropriate maintenance personnel and the user community.

C.4.4.5 The Contractor shall report disk failures to the SLBM IPE government system administrators.

C.4.4.6 The Contractor shall provide troubleshooting of hardware/software problems on SLBM IPE systems.

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C.4.4.7 The Contractor shall assemble equipment components and integrate peripheral devices to achieve functional systems, and provide data for the SSDL Automated Information System (AIS) accreditation.

C.4.4.8 The Contractor shall maintain an inventory of SLBM IPE supplies. The Contractor shall also generate and submit a Supply Request form and the Facility Group to process supply inventory replenishment.

C.4.4.9 The Contractor shall maintain a SSDL Hardware Inventory Database by performing updates and monthly inventory of the SSDL assets.

C.4.4.10 The Contractor shall process and dispose of excess or non-functioning SSDL equipment in accordance with the appropriate Navy instructions and directives.

C.4.4.11 The Contractor shall provide equipment configuration and maintenance, and audiovisual equipment for SSDL in NSWCCD Government meeting spaces.

C.4.4.12 The Contractor shall deliver SSDL materials and equipment to government customers as well as pickup of equipment and materials including classified packages from the mailroom.

C.4.4.13 The Contractor shall monitor SSDL secure space security video cameras, ensure personnel entering SSDL secure spaces have the appropriate permissions and credentials, and verify user credentials utilizing Joint Personnel Adjudication System (JPAS) as required by government direction.

C.4.4.14 The Contractor shall input Technology Procurement Request (ITPR's) forms in in the Navy Information Domain Approval System (NAV-IDS).

C.4.4.15 The Contractor shall submit material procurement requests to the Government using the Integrated Budget Planning and Execution System (IBPES) tool. The Contractor shall also maintain database and hard copies of SSDL material requests and receipts.

## **C.5 CONTRACT MANAGEMENT**

### **C.5.1 In Progress Reviews (IPRs)**

The Contractor shall conduct IPRs semi-annually coordinating the location with the Government. The IPR agenda shall follow the format of the Monthly Progress Report. The Contractor shall submit minutes (CDRL A002) and copies of data presented for/at the IPR (CDRL A003).

### **C.5.2 Progress and Status Reports**

The Contractor shall submit electronic monthly progress and status reports (CDRL A001). The Contractor shall provide a Technical Effort Report for general project management and tracking



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on a monthly basis. (CDRL A004)

## C.6 MANDATORY REQUIREMENTS

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

**Requirement 1: Personnel Security Clearance.** All personnel performing technical support under this order shall possess, at a minimum, a SECRET Security Clearance. The following labor categories are required to have TOP SECRET clearances in support of the FBM Library and TSCO office: Facilities Operations Technician (1 FTE).

**Requirement 2: Facility Security Clearance:** The Offeror's facility must be cleared to the TOP SECRET level.

### Requirement 3: Certification.

(a) The following positions require Information Assurance Technicians (IAT) Level 2 with certification in the Unix/Linux Operating System (OS) as per DoD Directive 8570 and an IT-1 level clearance: Senior System Analyst and Journeyman System Analyst

(b) The following positions require Information Assurance Technicians (IAT) Level 2 certification in the Windows Operating System (OS) as per DoD Directive 8570 and an IT-1 level clearance: Senior Computer Operator, Journeyman Computer Operator, Junior Computer Operator, Senior System Analyst, and Journeyman System Analyst.

## C.7 FACILITY WORK SCHEDULE

Due to the SLBM IPE environment with Government employees, the Contractor shall require onsite Contractor employees to maintain a work schedule between 0600 to 1630, Monday through Friday, at least two members of the team must be present at all times within these hours. On Mondays, there may be a requirement to remain after normal hours for preventative maintenance. Due to program requirements, there may be occasional call-backs for weekend or other evening hours outside of normal hours of operation. Shutdown of systems during normal working hours may be approved prior to a holiday or to meet specific program related requirements. In addition, SSDL support service tasking shall require Contractor coverage from 0700-1900, Monday through Friday, excluding Federal Holidays.

## C.8 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



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CERTIFICATION. Training necessary to ensure that personnel performing under this Task Order 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.9 GOVERNMENT FURNISHED MATERIALS**

The Government will be responsible for providing the Contractor with all consumable materials required in technical performance of this order. No direct charge material purchases are authorized under this order.

### **C.10 GOVERNMENT SPACE**

The Government will provide computing resources, office furniture, and office equipment, such as telephones, for the Contractor's use. Government workspace will be provided for all personnel with exception of Program Manager. The Government will provide workspace to the Contractor at Task Order start up.

In accordance with Section B clause HQ B-2-0020 d (ii) of this order, the Contractor shall not be reimbursed for travel performed commuting to and from work. The Contractor shall require all Contractor employees to a minimum of an 8 hour workday with attendance required between the core hours of 0900-1400. Alternate/additional hours may be required to support scheduled test events that exceed normal working hours.

<b>Labor Category</b>	<b>NSWCDD Building Location</b>	<b>No. of Persons</b>
3-Senior System Analyst	1200	6
3-Journeyman System Analyst		
2-Senior Computer Operator	1200	4
1-Journeyman Computer Operator		
1-Junior Computer Operator		
1-Facilities Operations Technician	1200,1560	1
1-Data Management Analyst	1580	3
2-Facilities Operations Technician		

### **C.11 SECURITY**

Personnel providing direct support to this effort shall be cleared to the level of SECRET. Access to classified spaces and handling of classified material shall be in accordance with DD Form 254 (Attachment J.1). The Contractor shall obtain facility and personnel security clearances by the Department Industrial Security Program prior to starting to work on this Task Order. The

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Contractor's primary facility must be cleared to the TOP SECRET level with at least SECRET storage capability. All personnel assigned to this contract shall have at least a SECRET security clearance. Facilities Operations Technician, provides Top Secret (TS) support in the tasking related to classified media and document controls for the TSCO. The Contractor shall have access to Restricted Data and Formerly Restricted Data. Certain work elements require access to Critical Nuclear Weapons Design Information (CNWDI) and United Kingdom (UK) information for classified tasks for the SLBM IPE, FBM Library, and TSCO. The Contractor shall have access to foreign Government information for the countries stated on the DD Form 254 (Attachment J.1). The Contractor shall also have access to For Official Use Only, Personally Identifiable Information (PII), Naval Nuclear Propulsion Information (NNPI), and SIPRNET. The Contractor shall receive and generate classified material and have access to U. S. classified information outside the U.S., Puerto Rico, U.S. possessions and trust territories. The Contractor shall be authorized to use the services of Defense Technical Information Center (DTIC) or other Secondary Distribution Center as specified on the DD Form 254 (Attachment J.1).

### **C.11.1 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE**

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

### **C.11.2 ELECTRONIC SPILLAGE**

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

(b) NSWCCD Command Security will continue to be responsible for the corrective action plan in

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accordance with the security guidance reflected on the DOD Contract Security Classification Specification – DD Form 254. Command Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. Command Security will notify the Contracts Division with the Contractor facility name and contract number, incident specifics and associated costs for cleanup. The Procuring Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

### **C.11.3 PORTABLE ELECTRONIC DEVICES (PEDs)**

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

(b) PEDs belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Assurance and Compliance Branch, CXA10. This approval will be granted using the TARIS form and action tracker process.

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

### **C.11.4 USE OF INFORMATION SYSTEM (IS) RESOURCES**

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

b) Contractor Use of NSWCDD IS Resources

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

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External Certificate Authority.

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

(c) Connections between NSWCDD and Contractor Facilities

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

### **C.12 NON-DISCLOSURE AGREEMENTS (NDAs)**

NDAs may be utilized to allow for access to company sensitive and proprietary data. For tasks requiring NDAs, the Contractor shall obtain agreements for all of their employees that are associated with the task requiring such an agreement. Contractor personnel may be required, from time to time, to sign non-disclosure statements/agreements as applicable to specific tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

This is a contract for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this contract, Contractor personnel shall perform as required by this contract, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this contract work shall require, among other things, the Contractor to access and use Government owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government owned data. The Contractor's use of and access to Government owned data shall neither constitute nor create any Contractor rights in or license to such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein. Rights in data constituting and contained in contract deliverables required by the Contract Data Requirements List shall be governed by the appropriate contract clauses.

### **C.13 SUBCONTRACTORS / CONSULTANTS**

In addition to the 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

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performance, regardless of Subcontract type or pricing arrangement.

- (1) Clearly present the business case for the addition of the Subcontractor/Consultant,
- (2) If applicable, the impact on subcontracting goals, and
- (3) Impact on providing support at the contracted value.

#### **C.14 DIGITAL DELIVERY OF DATA**

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

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

(c) Digital delivery means (such as but not limited to Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as but not limited to “Terms of Use,” licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other 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.15 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION**

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

#### **C.16 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS**

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

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

#### **C.17 IDENTIFICATION BADGES/CONTRACTOR IDENTIFICATION**

The Contractor shall be required to obtain identification badges from the Government for all Contractor personnel requiring regular access to Government property. The identification badge shall be visible at all times while employees are on Government property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the appropriate Security Office within forty-eight (48) hours following completion of the Task Order, relocation or termination of an employee, and upon request by the Procuring Contracting Officer. All Contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from another Contractor are present.

#### **C.18 CONTROL OF CONTRACTOR PERSONNEL**

The Contractor shall comply with the requirements of NAVSEA and NSWCDD instructions regarding performance in Government facilities. All persons engaged in work while on Government



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property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to all applicable DoD and Navy Standards of Conduct.

#### **C.19 Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS**

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

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

#### **C.20 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 (CDRL), DD Form 1423, and Exhibit (A), attached hereto.

#### **C.21 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

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

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(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 venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in an 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 or any tier which involves access to information covered by paragraph (a), substituting “Subcontractor” for “Contractor” where appropriate.

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

## **C.22 HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEPT 1990)**

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

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

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

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

## **C.23 HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST(S) (NAVSEA) (JULY**



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(a) “Organizational Conflict of Interest” means that because of other activities or relationships with other persons, a person is 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 Contract to participate in future procurement of equipment and/or services that are subject of any work under this order shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) 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 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 again release of Government provided 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.

(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 generated or derived during or as a result of performance of this order. This prohibition shall expire after a period of three years after completion of performance of this order.

(2) 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 the 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,

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either as a prime Contractor or as a Subcontractor, or as a consultant to a prime Contractor or Subcontract, 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 competition for those systems, components, or services furnished pursuant to this order. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the Contractor, Subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognization 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 organization 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 organization 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 no action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this order for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organization 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 or development or delivering any design development model or prototype of any such equipment. Additional, 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.

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

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

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

#### **C.24 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 version of any specifications or standards, the Contract may request that all 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 updated 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 or approval/disapproval by the Procuring Contracting Officer. Any approved differing specifications or standards will be incorporated into the contract.

#### **C.25 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**

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

#### **C.26 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

(a) The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Dahlgren Division via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

#### **C.27 PLAN OF ACTION AND MILESTONES (POA&M)**

C.27.1 As directed by the COR, the Contractor may develop a Plan Of Action and Milestones

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(POA&M) for each work area and shall submit the POA&Ms for review within twenty one (21) calendar days after Contract Award, Exercise of Option and/or modifications to the contract which affect the Level of Effort or Dollar Ceilings.

C.27.2 The Contractor shall prepare an Element POA&M/Staffing Plan Document, for each element/work area, for delivery.

C.27.3 The following information shall appear, at a minimum, on each Element level POA&M/Staffing Plan:

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

C.27.4 Estimated Level of Effort (LOE) Requirement. This section shall include the LOE estimated to perform the work. Schedules/Plans for obtaining additional individuals shall be included, if applicable.

C.27.5 Total Element Cost. Estimated cost shall include all cost (management, support, travel, labor, relocations, all fees, etc.) for that element.

C.27.6 Each POA&M shall be signed by the Contractor (to include signature by Contractor's Element-Level Manager) and shall have a signature block for sign off and approval by the Government.

## **C.28 ON-SITE ENVIRONMENTAL AWARENESS**

C.28.1 The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.28.2 The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCCD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCCD training coordinator or their COR.

C.28.3 The Contractor shall ensure that each Contractor employee not required to complete the training described in part (b) above (i.e., those who do not have and will not be issued a CAC) reads the NSWCCD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCCD website, [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office).

C.28.4 Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured by (b) and (c) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—(b) or (c)

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above--each employee has satisfied.

C.28.5 Contractor copies of the records generated by the actions described in (b) and (c) above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

## **C.29 ON-SITE SAFETY REQUIREMENTS**

C.29.1 The Contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

C.29.2 The Contractor shall ensure that each Contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at NSWCDD. This document is available at: [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

C.29.3 The Contractor shall provide each Contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The Contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

C.29.4 The Contractor shall provide each Contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

C.29.5 Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision)[provided upon request]. Prior to bringing radioactive materials or machine sources on base, the Contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

C.29.6 The Contractor shall ensure that all hazardous materials (hazmat) procured for NSWCDD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCDD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/).

C.29.7 Upon request the Contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a Contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

C.29.8 Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

C.29.9 The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

C.29.10 The Contractor shall ensure that all on-site Contractor work at NSWCDD is in accordance

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with the

NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at:  
[https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

### **C.30 Ddl-C30 HAZADOUS MATERIAL 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 20 C.F.R 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide both the Contracting Officer and the COR with an inventory and Material Safety Data Sheet (MSDS) for these materials.

### **C.31 OPERATION OF GOVERNMENT VEHICLES**

The Contractor may be required to drive Government vehicles both on-site at NSWCDD and off-site in performance of duties associated with the tasking of this contract. Government provided vehicles will be used solely for the purposes as described in the Performance Work Statement and Technical Instructions of this contract.

All drivers must present proof of a valid state driver's license prior to operating a Government vehicle. A valid state driver's license shall be accepted as proper authority for operation of vehicles up to and including 10,000 lbs. gross vehicle weight and carrying less than fifteen (15) passengers. For vehicles over 10,000 lbs. and carrying more than fifteen (15) passengers a valid state driver's license and proof of required Navy training for vehicles is required. The state driver's license must be valid for the class and weight of the vehicle which the Contractor will be operating.

The Contractor will be indemnified for insurance while operating Government vehicles. The Contractor shall submit within the preceding 30 days a Division of Motor Vehicles (DMV) driving record to the Contracting Officer Representative (COR) for review and approval, prior to adding and individual to the Authorized Driver List. No DUI or DWI convictions in the past eleven (11) years will be considered.



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## **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 practice.

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

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

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

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

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(Name of Individual Sponsor)

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(Name of Requiring Activity)

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(City and State)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

**E.1.1** Inspection and Acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

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

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 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 the 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



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for in service contracts to be executed by the Contracting Officer 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 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 Contract (TO) 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 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 CPARS to determine how the contractor is performing against communicated performance objectives. The CPAR assesses a contractor’s performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available)

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supportable by program and contract management data. CPAR performance expectations will be addressed in the Government and contractor's initial post-award meeting. Potential sources of data may include the following:

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

E.5.5 A preliminary CPARS evaluation/rating will be accomplished as noted in paragraph 5.0 below. The purpose of this review is to determine whether the contractor is performing at least at a Satisfactory level for each major element assessed using Table 1. This methodology will be utilized as an important factor in determining whether to exercise Options 1 and 2 under the task order. Further, the formal CPARS ratings are used as reference material by others in source selection.

## **E.6 ROLES AND RESPONSIBILITIES**

### **E.6.1 Procuring Contracting Officer (PCO)**

E.6.1.1 An individual duly appointed with the authority to enter into contracts and make related determination and findings on behalf of the Government. The PCO for this task order is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. PCOs 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 order. The PCO is ultimately responsible for the final determination of the acceptability of the contractor's performance.

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## **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 their authorized representative to assist in technical administration of the order. The COR is appointed in the contract award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to this task order.

E.6.3.2 The COR is responsible for technical administration of the Contract and assures proper Government surveillance of the contractor's technical performance. The COR provides QASP reports to the Contract Specialist.

E.6.3.3 The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the PCO via the Contract Specialist 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 either (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 (written) due to the Contracting Officer and the COR no later than the end of month seven (7) of the period of performance based on the first six (6) months of support for the base period and each twelve (12) month period thereafter. Failure of

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

E.6.5.3 The Contracting Officer will review the Contractor Self-Assessment and the COR Written Assessment, determine an overall performance rating for the period. The Contract Specialist will provide feedback to the Contractor.

E.6.5.4. Interim Evaluation – The COR can provide feedback to the PCO at anytime during the period of performance. The Contract Specialist will provide this feedback to the Contractor upon receiving it, if the feedback indicates that the Contractor is not meeting the acceptable performance standards as defined herein.

E.6.5.5 Degradation of Performance - If following a favorable evaluation, the Government experiences a serious degradation in the overall quality of performance, the PCO has the unilateral right to repeat the evaluation process during the remaining period of performance.

## **E.6.6 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS**

E.6.6.1 Table 1 provides the Overall Performance Ratings. Table 2 provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

E.6.6.2 The overall performance ratings and standards are included in Table (1), "Overall Performance Ratings". 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 the 5.0 above, the Government may not exercise the next Option period under the task order. To meet the required performance level, the Contractor must receive at least a Satisfactory rating (see Table 1) for each of the six (6) major elements that are evaluated (Task Performance, Staffing, Customer Satisfaction, Management Performance, and Cost Management and Efficiency) for the performance period being evaluated.

## **E.6.7 METHODOLOGIES TO MONITOR PERFORMANCE**

### **E.6.7.1 Surveillance Techniques**

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate Contractor performance when appropriate. The

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COR will use the following methods of surveillance:

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

E.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 are expressed in Table 1.

### **E.7.8.2 Monitoring System**

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

**Table 1 – 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 – Task Performance Evaluation Criteria and Standards**

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCELLENT
<b>I. Task Performance</b>					
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 two (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.
<b>II. Staffing</b>					

	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides marginally qualified personnel. Lapses in coverage occur more than occasionally.	Contractor provides qualified personnel. Lapses in coverage occur occasionally and are successfully managed by the contractor to minimize impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications.	Contractor provides a mix of qualified and highly qualified personnel. Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications	Contractor provides highly qualified personnel. Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications.
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### 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.
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### 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.
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.



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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.
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**V. Cost Management & Efficiency**

Cost Mgmt & Reporting	Contractor regularly experiences cost overruns. Cost reports are late and contain errors. Invoicing is not accurate or submitted in a timely manner. Supporting detail is missing or incomplete. Subcontractor invoices are rarely paid in a timely manner.	Contractor may experience occasional cost overruns. Cost reports are occasionally late and/or contain errors. Invoices are occasionally late or contain errors. Supporting detail contains occasional errors. Subcontractor invoices are not paid in a timely manner. SB subcontractor invoices are not expedited.	Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely and accurate. All supporting detail is provided. Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.	Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences occasional cost underruns. Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely and accurate. All supporting detail is provided. Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.	Contractor often completes the effort at lower than estimated costs. Funds and resources used in a most cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely and accurate. All supporting detail is provided. Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.
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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.
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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	6/1/2015 - 5/30/2016
9000	6/1/2015 - 5/30/2016

### CLIN - DELIVERIES OR PERFORMANCE

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

7000	6/1/2015 - 5/30/2016
7099	6/1/2015 - 5/30/2016
9000	6/1/2015 - 5/30/2016

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

7100	6/1/2016 - 5/30/2017
7199	6/1/2016 - 5/30/2017
7200	6/1/2017 - 5/30/2018
7299	6/1/2017 - 5/30/2018
9100	6/1/2016 - 5/30/2017
9200	6/1/2017 - 5/30/2018

Services to be performed hereunder will be provided at the Naval Surface Warfare Center Dahlgren Division, Dahlgren, VA 22448.

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## **SECTION G CONTRACT ADMINISTRATION DATA**

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

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Accounting for expenditures at the SLIN level is required.

### **G.2 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

In accordance with (DFARS) PGI 204.7108 “Line Item Specific:Single Funding”(d) (1) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS, the following payment instructions apply to this task order:

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

(b) The Payment Office shall make payment using the ACRN funding of the line item being billed.

### **G.3 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/consultants are approved on this Task Order:

Future Technologies, Inc. (FTI)- Cage Code 07HL3

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

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the 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

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dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

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

#### **G.5 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES**

Procuring Contracting Officer (PCO):

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(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the 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:

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

Administrative Contracting Officer (ACO):

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

Contracting Officers Representative (COR):

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

Subject Matter Experts (SMEs):

A SME is the COR's subject matter expert for specific work areas as described in the QASP in Section E. SMEs may be identified at the Technical Instruction level.

#### **G.6-252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

(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

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Wide Area WorkFlow (WAWF).

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s): **Cost Voucher** 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: **N/A**

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

### Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue by DoDAAC	N00178

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Admin DoDAAC	Not Applicable
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	HAA021
Other DoDAAC(s)	Not Applicable

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

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

**Contract Specialist:**

(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: NSWCCD WAWF mailbox address is [DLGR\\_NSWC\\_WAWF\\_Admin@navy.mil](mailto:DLGR_NSWC_WAWF_Admin@navy.mil).

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

**G.7 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), subline 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



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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.8- 8(a) TASK ORDER/ TASK ORDER MODIFICATION DISTRIBUTION**

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

### **G.9 52.232-99, PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION 2012-00017) (AUGUST 2012)**

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

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

### **G.11 Dd-G12 POST AWARD MEETINGS**

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the task order. The meeting will be held in Dahlgren, VA at a location mutually agreeable to the COR and Contractor.

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

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(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 be held, if necessary, 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 working days' notice prior to the date of the meeting by the Contract Specialist.

Accounting Data

SLINID	PR Number	Amount
700001	1300495143	
LLA :		
AA 97X4930NH1E251777700501202F000000A00002849538 A00002849538		
Funding for Labor--Award		

BASE Funding  
Cumulative Funding

MOD 01

700002	130049783900001	
LLA :		
AB 97X4930 NH1E 252 77777 0 050120 2F 000000 A00002870136		
Funding for Labor- (Mod 1) Startup Funds		

MOD 01 Funding  
Cumulative Funding

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

To perform the requirements of the Performance Work Statement (PWS), the Government desires 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. Resumes for any replacement of key personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled 52.237-9106 - Substitution of Personnel. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

Education and professional qualifications include formal education degrees, honors, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the Contractor's qualifications and abilities to perform the order. For each Key Labor Category, formal education qualifications are cited, as appropriate to the requirements of the Labor Category, to establish professional credentials from which applied experience is founded. Additional degrees beyond those indicated for each category may be considered by the Government in lieu of experience depending on the field of study and the accreditation of the college/university. Alternatives to the formal education qualifications as stated in each labor category description will be considered by the Government. For experience, personnel with Fleet operational experience who are familiar with tactics, techniques, and procedures and operations are preferred.

Specialized experience is concurrent with the general experience requirements listed for each labor category.

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

#### **Program Manager**

Education/Professional Qualifications - A Bachelor's degree from an accredited college or university in an engineering, scientific, business, or technical discipline or ten (10) years of demonstrated and established subject matter expertise relevant to specific technical disciplines of the PWS. Five (5) years of experience managing a large technical effort, similar in size and scope of this effort. Demonstrated experience in managing large projects including ability to plan, develop schedules, organize, and to coordinate with the team members to accomplish assigned tasks and managing a Level of Effort Contract.

#### **Senior Systems Analyst**

Six (6) years of experience in system administration in the following operating systems: UNIX, Linux and/or Windows. The specialized experience includes Linux system administration of Redhat and security setup and updates (JAVA's); UNIX system administration of Solaris, UNIX

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scripting, Thin Client (SUN Ray), Sudo, NIS, NTFS, CIFS, DNS, RDP Client, and security setup and updates (IAVA's); Windows system administration of Lan Desk, Windows Server, Windows XP and 7 Operating system, X11 (eXceed), Thin Clients (hardware/software), Windows

As per Department of Defense (DoD) Directive 8570, this position shall require Information Assurance Technicians (IAT) Level 2 certification; this includes both an Information Assurance (IA) certification and an Operating System (OS) certification. The OS certification requirement will be for Unix/Linux and/or Windows depending on the position. The system analyst is required to maintain the DoD 8570 IAT Level 2 certification for the life of the contract.

### **Senior Computer Operator**

Five (5) years of specialized experience in the operation and maintenance of the equipment that comprises the SLBM IPE. The specialized experience includes system administration, user administration, user assistance, file transfers, net backups, cell phone and laptop control, printouts, Sudo, and NMCI pre-support (to validate issue is actually NMCI). This individual shall have the demonstrated ability to communicate effectively with other computer operators and users of the systems.

As per Department of Defense (DoD) Directive 8570, this position shall require Information Assurance Technicians (IAT) Level 2 certification; this includes both an Information Assurance (IA) certification and a Windows Operating System (OS) certification.

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

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

Prior to charging Non-Key Personnel under the contract, the Contractor shall provide a written notification stating the individual's name, order labor category, employer, and certifying that the individual meets the qualifications of the labor category as specified under the order. Personnel qualification certifications for additional and/or replacement personnel should be submitted via e-mail. E-mail submissions shall be made to the Contracting Officer's Representative.

### **Data Management Analyst**

Three (3) years of related experience demonstrating both a comprehensive knowledge of database management applications. Must be able to maintain established databases and generate output files in prescribed report formats. The Data Management Analyst needs to be familiar with Department of Defense and Weapons Systems standard concepts, practices, and procedures required for the maintenance and distribution of controlled media and documents.

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### **Facilities Operations Technician**

Must have at least (3) years aggregate experience supporting day-to-day operations in a secure environment or equivalent training in logistics, inventory tracking, and product research, development, maintaining documentation and/or data management systems and/or specialized area of expertise for this tasking. Experience shall include interpersonal communications skills and experience in industry, Federal or DoD help desk support.

### **Senior Systems Analyst**

Six (6) years of experience in system administration in the following operating systems: UNIX, Linux and/or Windows. The specialized experience includes Linux system administration of Redhat and security setup and updates (IAVA's); UNIX system administration of Solaris, UNIX scripting, Thin Client (SUN Ray), Sudo, NIS, NTFS, CIFS, DNS, RDP Client, and security setup and updates (IAVA's); Windows system administration of Lan Desk, Windows Server, Windows XP and 7 Operating system, X11 (eXceed), Thin Clients (hardware/software), Windows

As per Department of Defense (DoD) Directive 8570, this position shall require Information Assurance Technicians (IAT) Level 2 certification; this includes both an Information Assurance (IA) certification and an Operating System (OS) certification. The OS certification requirement will be for Unix/Linux and/or Windows depending on the position. The system analyst is required to maintain the DoD 8570 IAT Level 2 certification for the life of the contract.

### **Senior Computer Operator**

Five (5) years of specialized experience in the operation and maintenance of the equipment that comprises the SLBM IPE. The specialized experience includes system administration, user administration, user assistance, file transfers, net backups, cell phone and laptop control, printouts, Sudo, and NMCI pre-support (to validate issue is actually NMCI). This individual shall have the demonstrated ability to communicate effectively with other computer operators and users of the systems.

As per Department of Defense (DoD) Directive 8570, this position shall require Information Assurance Technicians (IAT) Level 2 certification; this includes both an Information Assurance (IA) certification and a Windows Operating System (OS) certification.

### **Journeyman Systems Analyst**

A minimum of three (3) years of related experience in administration of the following operating systems: UNIX, Linux and/or Windows.

As per Department of Defense (DoD) Directive 8570, this position shall require Information Assurance Technicians (IAT) Level 2 certification; this includes both an Information Assurance (IA) certification and an Operating System (OS) certification. The OS certification requirement will be for Unix/Linux and/or Windows depending on the position. The system analyst is

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required to maintain the DoD 8570 IAT Level 2 certification for the life of the contract.

### **Journeyman Computer Operator**

Two (2) years of experience in the operation and maintenance of the equipment that comprises the SLBM IPE. The specialized experience includes system administration, user administration, user assistance, file transfers, net backups, cell phone and laptop control, printouts, Sudo, and NMCI pre-support (to validate issue is actually NMCI). The individual shall have the demonstrated ability to communicate effectively with other computer operators and users of the systems.

As per Department of Defense (DoD) Directive 8570, this position shall require Information Assurance Technicians (IAT) Level 2 certification; this includes both an Information Assurance (IA) certification and Windows Operating System (OS) certification.

### **Junior Computer Operator**

One (1) year of related experience or equivalent training in the area of facility technical operations and maintenance of the equipment that comprises the SLBM IPE.

As per Department of Defense (DoD) Directive 8570, this position shall require Information Assurance Technicians (IAT) Level 2 certification; this includes both an Information Assurance (IA) certification and Windows Operating System (OS) certification.

Certification Requirements by Labor Category:

#### **1) SYSTEM ANALYST TIA**

- IAT Level II Certification
- Comp Tia Security+ (50 Continuing Education (CE) Units)
- Certification for UNIX or LINUX Operating System (OS)
- Certification for Windows Operating System (OS)

#### **2) COMPUTER OPERATOR TIA**

- IAT Level II Certification
- Comp Tia Security+ (50 CE Units)
- Certification for Windows Operating System (OS)

All **Information Awareness Office (IAO)** and privileged access Contractors are designated as Information Technology (IT)-1 position. This means that they are required to have a Single

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Scope Background Investigation (SSBI). Current, NSWCDD policy is that SSBI has to be initiated to perform IAO and privileged access duties.

The **CompTIA Security+ certification** designates knowledgeable professionals in the field of IT security. Security+ is an introductory level certification that proves competency in system security, network infrastructure, access control, assessments and audits, cryptography and organizational security. Occupations relevant to this certification include computer security specialists, computer and information systems managers, and network and computer systems administrators. Although not a prerequisite, it is recommended that CompTIA Security+ candidates have at least two years of technical networking experience, with an emphasis on security. Certification Renewal Requirements=3 years.

Ref: [https://www.cool.navy.mil/search/CERT\\_SECURITYYP3598.htm](https://www.cool.navy.mil/search/CERT_SECURITYYP3598.htm)

Ref: <http://certification.comptia.org/stayCertified.aspx>

#### **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 key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and 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 begins charging to the Task Order.

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

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



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shall be provided.

## **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
- 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. 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. Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(c) Phrases such as "assisted with", "participated in", or "supported" are UNACCEPTABLE except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will NOT be considered in the resume evaluation process.

(d) Resume information is encouraged to be presented in bullet format.

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

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

(g) Gaps in experience shall be avoided.

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

(i) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications,

professional licenses, certifications and other evidence of professional accomplishments that are directly relevant and impact the Offeror's ability to perform under the Task Order. For education and training, the following format is preferred:

- Academic: Degree(s); Date(s); Institution; Major/Minor
- Non-Academic: Course title, date(s), approximate length
- Professional licenses and certifications. Note the date obtained for each, as well as the date when each license/certification requires renewal.

(j) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement:

CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Contract N00178-14-D-7295-0003 by GeoNorth, LLC and intend to make myself available to work under any resultant contract to the extent proposed."

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Employee Signature and Date Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered.

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.

**H.7 252.239-7001 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

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

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

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

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

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

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

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

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

### **H.9 FUNDING PROFILE**

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

CLIN	CPFF	Funding this Action	Previous Funding	Total Funded	Balance Unfunded	Hours Funded
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Base						
7000	\$ 1,443,515	\$	\$	\$	\$	
9000	\$	\$	\$	\$	\$	
<b>Total Base</b>	<b>\$ 1,446,725</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	
Option 1					\$	
7100	\$ 1,443,515	\$	\$	\$	\$	
9100	\$ 3,210	\$	\$	\$	\$	
<b>Total Option 1</b>	<b>\$ 1,446,725</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	
Option 2						
7200	\$ 1,443,515	\$	\$	\$	\$	
9200	\$ 3,210	\$	\$	\$	\$	
<b>Total Option 2</b>	<b>\$ 1,446,725</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	
<b>Total Contract</b>	<b>\$ 4,340,175</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	

#### H.10 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

CLIN	Allotted to Cost	Allotted to Fee	Est. CPFF	POP Funded Thru
Base Period				5/30/2016
7000				
9000	\$0	\$0	\$0	
<b>Total Base Period</b>				
Option 1				
7100	\$0	\$0	\$0	
9100	\$0	\$0	\$0	
<b>Total Option 1</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Option 2				
7200	\$0	\$0	\$0	

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9200	\$0	\$0	\$0
<b>Total Option 2</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Contract</b>			

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

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

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

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

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

Period	Total Labor Hours	Compensated	Uncompensated
Base (7000)			0
Option 1 (7100)			0
Option 2 (7200)			0

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only

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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 526 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 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3)

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a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional “main office” worksite. An alternative worksite means an employee’s residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee’s main office. The Government reserves the right to review the Contractor’s alternative worksite plan. In the event performance becomes unacceptable, the Contractor is prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor’s election to implement an alternative worksite plan.

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

## **H.12 SAVINGS INITIATIVES**

The following cost savings initiatives are required under this Task

Order. Annual Labor Escalation: %

Fixed Fee-%

The Government also strongly encourages the prime Contractor to eliminate “double pass-thru” costs by:

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



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## SECTION I CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE:

- 52.203-16 PREVENTING PERSONAL CONFLICTS ON INTEREST (DEC 2011)
- 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (APR 20008)
- 52.204-9 PERSON IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL  
(JAN 2011)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM MAINTENANCE (DEC 2012)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA  
OTHER THAN CERTIFIED COST OF PRICING DATA-  
MODIFICATION (OCT 2010)
- 52.223.18 ENCOURAGING CONTRACTOR POLICIES TO  
BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.244-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 PRIVACY ACT (APR 1984)
- 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)
- 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN  
GOVERNMENT (APRIL 2003)

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

Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUNE 2007), Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

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

#### I.2.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

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

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

Items	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

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7200, 7299, 9200	After the first 24 months of Task Order performance and no later than 36 months after Task Order performance begins
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(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT - ALTERNATE 1" (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.2.2 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-9, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27, NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-2 MACs and as further determined in accordance with Special Contract Requirement H-19 of the basic contract.

### **I.2.3 252.225-7027 RESTRICTIONS ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)**

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined the Covenant Against Contingent Fees clause fo this contract, are generally an allowable cost, provided the fees are pad to---

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the followng contingent fees are unallowable under this contract:

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(1) For sales to the Government(s) of \_\_\_\_\_, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

#### **I.2.4 52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUNE 2003)**

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

(b) General

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

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

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

#### **I.2.5 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**

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

(b) *Applicability*. This clause applied only to—

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

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

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

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

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

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for personnel shall be expended for employees of the concern.

- (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### **I.2.6 52.219-17 -- SECTION 8(a) AWARD (Dec 1996)**

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

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

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

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

(4) To notify the Naval Surface Warfare Center Dahlgren Division (NSWCDD) 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 NSWC Dahlgren Division.

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### **I.2.7 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)**

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

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

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

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

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

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

(3) The offeror's approved business plan is on the file and serviced by the Alaska District Office.

### **I.2.8 52.243-7 NOTIFICATION OF CHANGES (Apr 1984)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes

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identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
  - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
  - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
  - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
    - (i) What contract line items have been or may be affected by the alleged change;
    - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All

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directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

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

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made— (i) In the contract cost or delivery schedule or both; and (ii) In such other provisions of the contract as may be affected.

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

### **I.3-52.222-2 PAYMENT FOR OVERTIME PREMIUMS**



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As prescribed in 22.103-5(b), insert the following clause:

Payment for Overtime Premiums (Jul 1990)

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

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

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

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

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

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

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

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

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

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

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

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## **SECTION J LIST OF ATTACHMENTS**

ATTACHMENT J.1-DD254

ATTACHMENT J.2-COR Appointment

Exhibit A.1: Contract Data Requirements List (DD-1423)-A001

Exhibit A.2: Contract Data Requirements List (DD-1423)-A002

Exhibit A.3: Contract Data Requirements List (DD-1423)-A003

Exhibit A.4: Contract Data Requirements List (DD-1423)-A004

Exhibit B- Data Item Descriptions