

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
06

3. EFFECTIVE DATE  
17-Sep-2015

4. REQUISITION/PURCHASE REQ. NO.  
See Sec 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-7295-0004

10B. DATED (SEE ITEM 13)

27-Jul-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 52.232-22

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

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

SEE PAGE 2

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

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

Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

17-Sep-2015

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-14-D-7295	DELIVERY ORDER NO. 0004	AMENDMENT/MODIFICATION NO. 06	PAGE 2 of 2	FINAL
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## GENERAL INFORMATION

The purpose of this modification is to:

- 1) Provide funding to various work elements;
- 2) Update Funding Profile and Allotment of Funds.

Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$3,171,009.00 by \$233,091.00 to \$3,404,100.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001BX	SCN	0.00	38,350.00	38,350.00
7001BY	SCN	0.00	144,741.00	144,741.00
7001BZ	WCF	0.00	50,000.00	50,000.00

The total value of the order is hereby increased from \$8,790,988.00 by \$0.00 to \$8,790,988.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7001AA	5,583,803.00	(233,091.00)	5,350,712.00
7001BX	0.00	38,350.00	38,350.00
7001BY	0.00	144,741.00	144,741.00
7001BZ	0.00	50,000.00	50,000.00

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

CLIN/SLIN	From	To
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A conformed copy of this Task Order is attached to this modification for informational purposes only.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	AD26	CLIN 7000 has moved to CLIN 7001 Engineering, operational, logistic and technical support for LBTS, laboratories and facilities IAW Section C, PWS, Base Period. (Fund Type - OTHER)	0.0	LH	\$0.00	\$0.00	\$0.00
		Max Fee				\$0.00	
		Min Fee				\$0.00	
		Government Overrun Share Line				0.0	
		Government Underrun Share Line				0.0	
7001		Engineering, operational, logistic and technical support for LBTS, laboratories and facilities IAW Section C, PWS, Base Period (Level of Effort: labor hrs)					\$8,747,712.00
7001AA	AD26	Holding SLIN for CLIN 7001 (Fund Type - OTHER)		LO			\$5,350,712.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AB	AD26	WE 002 Lab Operations IWSL - Aegis (O&MN,N)		LO			\$381,691.00
		Max Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AC	AD26	WE 001 Lab Engineering Services - TI 16 - Aegis ; WE 002 Lab Operations IWSL - Aegis (SCN)		LO			\$99,259.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AD	AD26	WE 002 Lab Operations IWSL - AEGIS 2410 (a) is hereby invoked (O&MN,N)		LO			\$15,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AE	AD26	WE 002 Lab Operations IWSL - AEGIS (RDT&E)		LO			\$145,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AF	AD26	WE 002 Lab Operations- IWSL Aegis (SCN)		LO			\$12,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AG	AD26	WE 001 Lab Engineering Services - CIAT , WE 002 Lab Operations - ICSTIF (OPN)		LO		\$7,700.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AH	AD26	WE 001 Lab Engineering Services - Systems Engineering (WCF)		LO		\$75,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AJ	AD26	WE 005 Headquarters Facility and Integrated Data Environment (SCN)		LO		\$30,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7001AK	AD26	WE 002 Lab Operations - IWSL (10 USC 2410a Authority is Invoked) (O&MN,N)		LO			\$17,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AL	AD26	WE 002 Lab Operations - IWSL BMD (Fund Doc HQ0006545047-AA) (RDT&E)		LO			\$45,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AM	AD26	WE 001 Lab Engineering Services - CIAT (RDT&E)		LO			\$70,000.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AN	AD26	WE 002 - Lab Operations - IWSL BMD , WE 006 - Sim Req Ident -BMD (RDT&E)		LO			\$49,352.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

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

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001AP	AD26	WE 002 Lab Operations - IWSL - (OPN)		LO			\$7,000.00
7001AQ	AD26	WE 005 Headquarters Facility and Integrated Data Environment (SCN)		LO			\$93,941.00
7001AR	AD26	WE 002 - Lab Operations - IWSL BMD (Fund Type - OTHER)		LO			\$43,560.00
7001AS	AD26	WE 002 - Lab Operations - IWSL BMD (Fund Type - OTHER)		LO			\$25,000.00
7001AT	AD26	WE 005 Headquarters Facility and Integrated Data Environment (Plus up Mod 04) (Fund Type - OTHER)		LO			\$88,914.00
7001AU	AD26	WE 002 - Lab Operations - IWSL BMD (Fund Type - OTHER)		LO			\$15,000.00
7001AV	AD26	WE 002 Lab Operations - IWSL - Aegis (OPN)		LO			\$19,152.00
7001AW	AD26	WE 002 Lab Operations - IWSL - Aegis - (10 USC 2410a Authority is Invoked) (Fund Type - OTHER)		LO			\$125,000.00
7001AX	AD26	WE 002 Lab Operations - IWSL - Aegis (Fund Type - OTHER)		LO			\$40,000.00
7001AY	AD26	WE 003 (Fund Type - OTHER)		LO			\$55,000.00
7001AZ	AD26	WE 002 Lab Operations - IWSL - Aegis - (10 USC 2410a Authority is Invoked) (O&MN,N)		LO			\$20,000.00
7001BA	AD26	WE 001 Lab Engineering Services (RDT&E)		LO			\$46,760.00
7001BB	AD26	WE 002 Lab Operations - (10 USC 2410a Authority is Invoked) (O&MN,N)		LO			\$41,436.00
7001BC	AD26	WE 002 Lab Operations (RDDA)		LO			\$4,550.00
7001BD	AD26	WE 002 Lab Operations - (10 USC 2410a Authority is Invoked) (O&MN,N)		LO			\$30,331.00
7001BE	AD26	WE 002 Lab Operations (RDT&E)		LO			\$113,073.00
7001BF	AD26	WE 004 Laboratory Logistical Support - (10 USC 2410a Authority is Invoked) - Funding Doc NS28G85036GS48 (O&MN,N)		LO			\$14,000.00
7001BG	AD26	WE 001 Lab Engineering Services (10 USC 2410a Authority is Invoked) - Funding Doc NS28G85036GS48 (O&MN,N)		LO			\$8,717.00
7001BH	AD26	WE 001 Lab Engineering Services (RDT&E)		LO			\$8,348.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001BK	AD26	WE 001 Lab Engineering Services (10 USC 2410a Authority is Invoked) (O&MN,N)		LO			\$476,607.00
7001BL	AD26	WE 002 Lab Operations - STARS Funding - N0002415RX20552-AA (SCN)		LO			\$293,000.00
7001BM	AD26	WE 006 Simulation Requirements Identification (SCN)		LO			\$14,518.00
7001BN	AD26	WE 001 Lab Engineering Services (SCN)		LO			\$5,000.00
7001BP	AD26	WE 004 Laboratory Logistical Support - (SCN)		LO			\$50,000.00
7001BQ	AD26	WE 002 Lab Operations (SCN)		LO			\$75,000.00
7001BR	AD26	WE 001 Lab Engineering Services (SCN)		LO			\$72,000.00
7001BS	AD26	WE 002 Lab Operations (RDT&E)		LO			\$50,000.00
7001BT	AD26	WE 001 Lab Engineering Services (RDT&E)		LO			\$28,000.00
7001BU	AD26	WE 002 Lab Operations - (10 USC 2410a Authority is Invoked) (WCF)		LO			\$40,000.00
7001BV	AD26	WE 002 Lab Operations (OPN)		LO			\$13,000.00
7001BW	AD26	WE002 LAB OPS IWSL Total= WE002 LAB OPS IWSL Total= WE002 LAB OPS IWSL Total= WE002 LAB OPS IWSL Total= WE001 LAB ENG SRV SYSTEMS ENGINEERING Total= WE002 LAB OPS IWSL Total= WE002 LAB OPS IWSL Total= 10 USC 2410 is hereby invoked. (O&MN,N)		LO			\$300,000.00
7001BX	AD26	WE 001 Lab Engineering Services - Aegis (SCN)		LO			\$38,350.00
7001BY	AD26	WE 001 Lab Engineering Services - TI 16 - Aegis (SCN)		LO			\$144,741.00
7001BZ	AD26	WE 002 Lab Operations - Rapid SIL (10 USC 2410a Authority is Invoked) (WCF)		LO			\$50,000.00

For Cost Type / NSP Items

7099	Data Deliverables for Base Period IAW Exhibit A, CDRLs.	LO
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7100	AD26	Engineering, operational, logistic and technical support for LBTS, laboratories and facilities IAW Section C, PWS, Option		LH			\$9,469,154.00



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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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Period 1. (Fund Type -  
TBD)

Option

Max Fee

Min Fee

Government

Overrun

Share Line

Government

Underrun

Share Line

For Cost Type / NSP Items

7199		Data Deliverables for Option Period 1 IAW Exhibit A, CDRLs.					LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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7200	AD26	Engineering, operational, logistic and technical support for LBTS, laboratories and facilities IAW Section C, PWS, Option Period 2. (Fund Type - TBD)		LH			\$9,987,231.00	
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Option

Max Fee

Min Fee

Government

Overrun

Share Line

Government

Underrun

Share Line

For Cost Type / NSP Items

7299		Data Deliverables for Option Period 2 IAW Exhibit A, CDRLs.					LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	AD26	Engineering, operational, logistic and technical support for LBTS, laboratories and facilities IAW Section C, PWS, Award Term 1. (Fund Type - TBD)  Option		LH			\$10,505,153.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For Cost Type / NSP Items

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

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7400	AD26	Engineering, operational, logistic and technical support for LBTS, laboratories and facilities IAW Section C, PWS, Award Term 2. (Fund Type - TBD)  Option		LH			\$10,592,394.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For Cost Type / NSP Items

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

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	AD26	CLIN 9000 moved to CLIN 9001 Other Direct Costs (ODCs) in support of CLIN 7000 (Fund Type - TBD)		LO	\$0.00
9001		ODC in Support of CLIN 7001			
9001AA	AD26	ODC in support of CLIN 7001 (Fund Type - OTHER)		LO	
9001AB	AD26	WE 001 Lab Engineering Services (RDT&E)		LO	
9001AC	AD26	WE 001 Lab Engineering Services (SCN)		LO	
9100	AD26	Other Direct Costs (ODCs) in support of CLIN 7100 (Fund Type - TBD) Option		LO	
9200	AD26	Other Direct Costs (ODCs) in support of CLIN 7200 (Fund Type - TBD) Option		LO	
9300	AD26	Other Direct Costs (ODCs) in support of CLIN 7300 (Fund Type - TBD) Option		LO	
9400	AD26	Other Direct Costs (ODCs) in support of CLIN 7400 (Fund Type - TBD) Option		LO	

**NOTE 1: LABOR HOURS**

The number of labor hours listed above for the Base Period, each Option Period, and Award Terms are reflected in the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort clause.

**NOTE 2: OPTION CLAUSE**

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

**NOTE 3: ODCs**

ODCs will include travel and materials.

**NOTE 4: AWARD TERM**

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

**NOTE 5: NOT SEPARATELY PRICED**

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

**B.1 TYPE OF ORDER**

This is a Level of Effort (term) type order.  
Items in the 7xxx series are cost plus incentive fee type and NSP.

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

## B.2 ADDITIONAL CLINS

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

## B.3 INCENTIVE FEE INSTRUCTIONS

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

The min fee shall no be greater than . The max fee shall not be greater than . The Offeror shall propose Max Fee. Target fee shall not be greater than . Additionally, this target fee applies to all subcontractors when CPIF type subcontracts are proposed.

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

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

## INCENTIVE FEE TABLE

INCENTIVE FEE TABLE									
		Hourly Rates				Totals			
CLIN	QTY (HOURS)	Min Fee/Hrs (MinF)	Target Fee/Hrs (TF)	Max Fee/Hour (MF)	Target Cost/Hrs (Rate)	Min Fee (Hrs*MinF)	Target Fee (Hrs*TF)	Max Fee (Hrs*MF)	Target Cost (Hrs*Rate)
7000									
7100									
7200									
7300									
7400									

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

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

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

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

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

#### **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 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

#### **B.6 HQ B-2-0010 NOTE (OPTION)**

Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

#### **B.7 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)**

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

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

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

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

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

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

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

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

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

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

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

**B.9 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

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

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

The Naval Surface Warfare Center, Dahlgren Division, NSWCDD has a requirement to provide engineering, operational, logistic and technical expertise to support Land Based Test Sites (LBTS), laboratories and facilities to include the following work areas: (C.2) Laboratory Engineering Services, (C.3) Laboratory Project Management, (C.4) Laboratory Operations and Maintenance Services, (C.5) Laboratory Network Operations, and (C.6) Laboratory and Department Facilities Support. The work is under the cognizance of W Department. Tasking shall involve the services and support necessary to accomplish tasks in this Performance Work Statement (PWS). The work is performed at designated sites of Naval Surface Warfare Center Dahlgren Division (NSWCDD) including the Integrated Warfare Systems Laboratory (IWSL), the Integrated Combat System Test Facility (ICSTF), the Distributed Integrated Interoperability Assessment Capability Operations Center (DIIAC DOC), the Cyber Integration and Concept Exploration Lab (C-ICE), and the Rapid System Integration Lab (R-SIL), including the buildings, and other locations under the purview of W-Department.

### **C.1 LABORATORY OPERATIONS**

The contractor shall provide support for standardized and optimized daily operation of the labs including scheduling, tactical and other equipment maintenance, user interface and operations including subject matter experts in direct support of users, simulation scenario development and operations, logistics, configuration management, facilities management and engineering, and overall project management.

The contractor's lab operations support shall coincide with laboratory scheduled usage. Normally, laboratory operations support will involve five days per week operation, however, laboratory operations can be expected to include second and third shift operations (24x7) depending on customer demand and maintenance approach. For critical outages of services, the contractor shall respond to call back requests on a 24 hour, 7 day basis. In addition, the contractor shall provide technical support outside of core operating hours for non-standard events, adjusting contractor personnel work-hours to not go over 40 hours per week.

#### **C.1.2 LABORATORY PROCESS IMPROVEMENT**

The contractor shall identify and recommend development of new business processes for more effective and efficient laboratory operations and support services.

The contractor shall provide comprehensive progress reports detailing all aspects of contract execution, risks and proposed mitigations. (CDRL A001)

### **C.2 LABORATORY ENGINEERING SERVICES**

The contractor shall provide system engineering support services to include requirements identification, change control, acquisition & logistics and operations and maintenance in support of developing and sustaining lab capabilities across the entire land-based test site life cycle.

#### **C.2.1 Laboratory requirements identification and management**

##### **C.2.1.1 Systems Engineering Support**

**C.2.1.1.1** The contractor shall perform systems engineering analysis and document the analysis results to determine the appropriate equipment and computer programs required to establish and sustain capabilities needed to accomplish laboratory missions; including tactical, commercial, simulation, network and facility support systems. (CDRL A002) The Contractor shall conduct requirements analysis and system engineering for Laboratories, including site unique environmental systems (to include footprint, cooling, and power), cabling requirements, switching systems and emulation devices making full use of virtualization and advanced testing methodologies.

Requirements shall be derived from review and analysis of applicable technical documents including Ship Change Documents (SCD's), Engineering Change Proposals (ECP's), Technical Briefs, Change Forms and from interviews with Laboratory operations and maintenance personnel, staff and users. Results will be used to support government development of Planned/Approved Laboratory Equipment Lists, Equipment Analysis Reports, and Laboratory Expansion Requirements.

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**C.2.1.1.2** In support of systems engineering efforts, the Contractor shall coordinate Laboratory Facility Requirements meetings to determine the needs of user community. As a result of these meetings the Contractor shall generate Laboratory Meeting Minutes and Action Items. (CDRL A003)

**C.2.1.1.3** The contractor shall assist the government in developmental engineering and technical support required to build and upgrade government combat systems prototypes and experimental designs. Prototype development may include basic assembly and advanced design fabrication for Experimental Design Models (EDM) through short production runs in direct support of government engineers and technicians.

### **C.2.1.2 Accreditation Support for labs and networks**

**C.2.1.2.1** The contractor shall assist in development and execution of accreditation plans for complex laboratories and simulation systems with an emphasis on hardware-in-the-loop testing as a system under test within a certified accreditation boundary. This may include providing Information Assurance Officer (IAO) services and applying tactical computer program software installations, patches and updates.

**C.2.1.2.2** The contractor shall provide for multiple platform integration of various geographically disbursed test beds to fully integrate elements in distributed, multi-site test events. The contractor shall provide ongoing technical expertise to perform the integration, configuration, operations, and accreditation of the laboratory test platforms over networks including the Tactical Protected Distribution System (TPDS), Defense Research and Engineering Network (DREN), Secure – Defense Research and Engineering Network (S-DREN), Joint Mission Environment Test Capability (JMETC), (DIS) Defense Information Systems – Test and Evaluation Network (DTEN), Unclassified Research, Development, Test and Evaluation (uRDTE), Classified Research, Development, Test and Evaluation (cRDTE), Distributed Integration Interoperability Assessment Capability (DIIAC) and other networks.

### **C.2.1.3 Change Control**

**C.2.1.3.1** The contractor shall document, deliver and execute a robust and verifiable configuration management plan (CDRL A008) in support of the execution of scientifically repeatable testing methods. The Contractor shall execute auditable, standardized configuration control of all facilities including; laboratory equipment, interconnections, cabling, computer programs, and test scenarios. Configuration control will be executed as part of an overall Configuration Control Board (CCB) process led by government laboratory leadership.

**C.2.1.3.2** The contractor shall review, and analyze system change proposals (to include Ship Change Documents (SCD's), Engineering Change Proposals (ECP's), Field Modification Bulletins (FMB's), Technical Briefs) for the laboratories and provide findings and recommendations to Laboratories' Staff and input into appropriate laboratory documentation and tools.

**C.2.1.3.3** The contractor shall develop and maintain system and equipment interconnect and functional diagrams, network architecture and facility drawings and diagrams (CDRL A004) utilizing Computer-Aided Design (CAD) software applications (such as AutoCAD, and Microsoft VISIO). The Contractor shall incorporate all equipment deletions, additions, or cabling modifications performed on any of the Laboratory systems or facilities into the diagrams and drawings. Data for specific changes requiring drawing modification shall be derived from a Laboratory Change Notice (LCN), Lab activation plans, periodic physical audits and Help Desk assignments.

**C.2.1.3.4** The contractor shall perform and capture detailed system activation and installation planning via Laboratory Activation Plans/LCN. (CDRL A005) The Laboratory Activation Plans/LCNs shall contain such details as a work breakdown structure, facility and configuration diagrams, equipment delivery schedules and storage locations, equipment removal and installation sequences, and cable installation sequences. The contractor shall provide activation support including cable staging, configuration monitoring and verification during installation. Post-activation analysis shall be conducted to identify lessons learned and process improvements for future activations.

## **C.3 LABORATORY PROJECT MANAGEMENT**

### **C.3.1 Laboratory Life-cycle management**



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**C.3.1.1** The contractor shall employ established project management techniques including development of standard work breakdown structures, Earned Value reporting techniques and standard project management plans to support complex laboratory systems throughout their life-cycles. The Contractor shall maintain the status of the yearly laboratory operations and maintenance budgets. The Contractor shall gather hardware and software requirements from the laboratories and Government customers in support of connectivity of commercial, virtualized and tactical environment to support timely procurement, and gather and provide the necessary information to complete Information Technology Purchase Requests (ITPRs).

**C.3.1.2** The contractor shall develop Rough Orders of Magnitude (ROMs) quotes and projections (data-calls), estimates, invoices, metrics and project plans (CDRL A006) detailing the estimated level of effort required to perform various aspects of laboratory projects and services. The contractor will research, prepare and track the laboratories' funding sources and expenditures for inclusion into Task Planning Sheets (TPS), for review and concurrence by the government. The contractor shall track and report detailed overall financial execution of the projects, including material procurements, overall team tasking, labor expenditures, project status and risk and Action Items. The contractor shall ensure that planned tasking is completed within allocated funding, identify risks to cost, schedule, and the technical success of the project and develop risk mitigation strategies to avoid, reduce, transfer or mitigate risks.

**C.3.1.3** The contractor shall provide technical representation and attend project sponsored technical (In Process Reviews) IPRs, Configuration Design Review (CDRs), System Design Review (SDRs), as well as technical working group meetings and briefings as the Laboratory technical representative. The contractor shall present information relative to current government laboratory management position, policies and plans.

**C.3.1.4** The contractor shall develop technical presentations and briefings and present materials. (CDRL A013) The Contractor shall support development of standard operating procedures (SOPs) for all lab and facility activities. (CDRL A014)

**C.3.1.5** The contractor will provide and operate a flexible, standardized method to schedule lab activities that supports user requirements, provides for the timely development of meaningful pre and post event metrics, and provides for schedule de-confliction. (CDRL A009)

## **C.3.2 Logistic Support**

### **C.3.2.1 Supply Support**

**C.3.2.1.1** The contractor shall provide market research and logistics support in the areas of requisitions, material management, inventory control, and associated database management. Logistic activities are intended to support complete auditable compliance with governing supply policy – including a high degree of inventory accuracy and cradle-to-grave accountability for government material and resources across the entire portfolio of laboratory projects.

The contractor shall ensure proper operation of designated logistic and facility support equipment; maintain inventories for equipment, parts, supplies, hardware items; track hardware problems and change control activities; implement standard and urgent operating procedures; prepare designated facilities for special events such as demonstrations, in-process reviews; update applicable government database(s), and produce routine or ad hoc reports. (CDRL A007)

The contractor shall deliver government materials to and within designated government facilities and laboratories at NSWCDD. To accomplish this, the contractor shall utilize a Government-owned vehicle for delivery/transport purposes.

**C.3.2.1.2** The contractor shall assist the government with product market research and compiling purchase list(s) for laboratory requirements for government approval.

**C.3.2.1.3** The contractor shall maintain highly accurate and auditable inventories of laboratory assets, including plant property, spare parts, bench stock, operating material and stores, test equipment, tools and technical documentation in prescribed standardized databases and systems. (CDRL A020)

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## **C.4 LABORATORY OPERATIONS AND MAINTENANCE SERVICES**

The contractor shall provide highly specialized, critical and essential subject matter expertise to perform operation, maintenance and repair, logistics support to existing combat systems, interfaces, simulation/stimulation, commercial computers, network/communications systems associated with combat system development and life-cycle engineering support.

### **C.4.1 Operations Support**

**C.4.1.1** The contractor shall operate a centralized Laboratory Operations Control Center (OCC) within a specified government lab facility. The OCC may require 24 hours per day / 7 days per week manning to provide operations support to facility staff and users, support execution of maintenance, and provide logistic and general facility support across the labs. The OCC is intended to be the centralized management location for all lab activities with site specific support provided by NSWCDD labs and facilities. The OCC is further expected to maintain and provide a near-real time status of laboratory readiness across all labs, gather and provide common laboratory metrics and support centralized management of laboratory maintenance, configuration management and logistic activity.

**C.4.1.2** User Interface Support - The contractor shall provide direct user interface support in the following areas:

- Supporting users in developing clear, achievable test objectives and assist with review and development of laboratory test plans/procedures;
- Metrics collection – including collecting User Feedback form;
- Operation of switching systems to set stored configurations and individual user configurations;
- Loading necessary user media;
- Loading tactical and simulations systems to fully operational states required to support test objectives;
- Providing console operations in support of special projects;
- Determine functional status of lab equipment, computer programs and test systems, report problems, generate Trouble Reports (TR) and perform problem resolution;
- Develop, modify and deliver combat system simulation test scenarios (CDRL A016);
- Perform data recording and data analysis on all laboratory equipment;
- Develop/distribute meeting minutes for In Process Reviews (IPRs), Technical Interchange Meetings (TIMs), Configuration Control Boards (CCBs) and status meetings; and,

**C.4.1.3** Laboratories Change Notices (LCN) - The contractor shall initiate/investigate/submit/review LCNs (CDRL A005) prior to approval by LCN Review Board (LRB) as part of the CM process described in Section C.2.1.3 Change Control in response to user feedback and noted lab issues.

**C.4.1.4** CMS support - The contractor shall install, setup, maintain, monitor, troubleshoot, upgrade and disconnect encryption devices, designated by the Government at both NSWCDD and remote sites. The contractor shall also install, setup, maintain, monitor, troubleshoot and upgrade encryption manager systems. The contractor shall assist the Government in loading and deleting Communications Security Material System (CMS) keys, inventory of CMS equipment, and activations/deactivation of external communications links as necessary. The Contractor shall develop and submit Summary Logs (CDRL A017) documenting this activity.

**C.4.1.5** Equipment Maintenance / Activation Support - The contractor shall provide preventative and corrective maintenance for all laboratory equipment and systems and executing required field changes. Laboratories must be maintained in a usable state in support of schedule users, including basic broom-cleaning and housekeeping after maintenance is executed.

**C.4.1.5.1** Corrective maintenance - The contractor shall provide full-service maintenance for all lab equipment. This maintenance will include troubleshooting to quickly return the end-user to operational status. For maintenance actions requiring replacement parts stocked locally, failed equipment shall be repaired and operational within 24 hours if parts are available. All equipment corrective maintenance steps performed shall be documented in the Trouble Report (TR) database. Parts required for repair of full-maintenance items or replacement of first-look items are furnished by the Government and must be available for the Contractor to meet its requirements. Any equipment or cable configuration changes shall be documented on LCN. (CDRL A005)

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**C.4.1.5.2 Preventative maintenance** - The contractor shall conduct preventive maintenance for all full-maintenance equipment items. This will include the required daily, weekly, monthly and yearly preventive maintenance, according to the Government-established Preventive Maintenance (PM) schedule and provide a Preventive Maintenance Report. (CDRL A018)

**C.4.1.5.3 Equipment Status Reports** - The contractor shall maintain up-to-date equipment status reports for all labs at the OCC and satellite labs to ensure system integrity and lab status is readily reported to users and government lab managers. (CDRL A011)

**C.4.1.5.4 Distributed Integrated Interoperability Assessment Capability (DIIAC)** -The contractor shall provide subject matter expertise in the operation of the operations center and execution of multi-site distributed test events. Level of support must include system certification and accreditation, network engineering, monitoring, test development, all phases of test execution, data extraction, recording and analysis for both US Navy and Coalition test events.

## **C.4.2 Design & Fabrication, Obsolescence mitigation and Distributed Testing Support**

**C.4.2.1** The contractor shall generate and execute procedures in support of facility activations, upgrades and repairs. The Contractor shall provide design, assembly and fabrication support for special project breadboard circuits, cabling, and other electronics and system prototypes. This requires reading and following schematic and maintaining assembly instructions associated with Government built prototype equipment and possible development of schematics, drawings and technical data packages. The Contractor shall provide the layout and fabrication of special equipment enclosures and racks and assist in the installation and initial verification of equipment and cables installed in the facility. (CDRL A004)

**C.4.2.2 Obsolescence identification and mitigation** – The Contractor shall provide subject matter expertise in order to understand known and unknown risks associated with commercial off-the-shelf (COTS) and other laboratory products such as switching. Risks generally center upon obsolescence issues and diminishing levels of product support by vendors. The Contractor shall be required to understand and report on the impact of obsolescence for the systems at the laboratories supported and provide risk mitigation strategies for procurement, maintenance and laboratory capability sustainment. Provide a semi-annual tech refresh plan and a list of equipment, system, software requiring upgrade. (CDRL A015)

**C.4.2.3 Distributed Testing Support** – The Contractor shall provide engineering, logistics and operations for simulation and tactical equipment in support of testing, debugging, verification, validation and accreditation and analyzing various computer programs and interfaces across labs over distributed testing networks. Scenario generation requirements may include systems like AEGIS Simulation, Test and Training System (ASTATS), Network, System Integration and Test Environment (NSITE) and Pelorus. Test protocols and network pathways may include standard Distributed Interactive Simulation (DIS) and Test and Training Enabling Architecture (TENA), Tactical Data Information Links (TADIL), DIIAC and Joint Mission Environment Test Capability (JMETC), live events (CEC, Link 16) and other networks.

## **C.5 LABORATORY NETWORK OPERATIONS**

**C.5.1** Any reference to ‘networks’ is understood to include unclassified, classified, Tactical Protected Distribution Systems (TPDS) and tactical RDT&E networks that are located primarily in NSWCDD on-base buildings, including Buildings 1500, 1510, 1530, 1450T, 1470 and 1490. Any reference to off-base networks or remote networks encompasses any connections to and communications and network or encryption equipment located at remote off-base sites, either local to Dahlgren or long distance, located anywhere. The Contractor shall install, setup, maintain, monitor, troubleshoot, upgrade and disconnect encryption devices, designated by the government at both NSWCDD and remote sites, including firewalls and all required IA controls.

**C.5.2** The contractor is responsible for establishing, monitoring, troubleshooting and supporting all unclassified, classified and tactical support networks in support of testing for traffic levels, identification of problem areas, and immediate response to network alarm conditions within the laboratory and facility infrastructure. Alarm conditions include excessive collisions, backbone failure, remote link failure, network equipment failure or power failure. Responses required may include identification and/or replacement of failed equipment, notification to help desk personnel to log a call on failed equipment to the commercial equipment maintenance vendor, or contacting

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laboratories staff personnel and interface with external network tiers in support of test planning and execution.

**C.5.3** The contractor shall install, setup, maintain, troubleshoot, train users, and breakdown after use of the conference room support devices such as Desktop Computers, overhead projector devices, wireless peripherals, mouse and keyboard, video teleconferencing (VTC), network reconfiguration of devices and initiating Webcasts and video streaming. The Contractor shall maintain firmware levels and configurations for routers, switches, encryption devices and other network devices. (CDRL A022)

## **C.6 LABORATORY AND DEPARTMENT FACILITIES SUPPORT**

### **C.6.1 Maintenance support and oversight**

**C.6.1.1** The contractor shall provide personnel with general facility experience to perform oversight and quality assurance of outside agencies executing minor construction, repair and facility refurbishment activities. The facility support team will execute minor maintenance actions, administer programs like key-and-lock control, perform abatement of safety infractions, VIP tour preparation, support movement of office furnishings and other equipment, and perform general facilities maintenance activities across W department spaces and labs. The contractor will be expected to provide after-hours support for facility issues. The technicians receive government provided training/certifications and will operate government equipment, including forklifts and government vehicles and have to access roof spaces in the course of their duties. The contractor shall provide personal protective equipment (PPE) required for all duties. These duties are not intended to include any functions executed by Public Works or Naval Facilities Command.

### **C.6.2 Facilities engineering support**

**C.6.2.1** The contractor shall provide personnel with facilities engineering experience to support management and operation of advanced power management equipment, including uninterrupted power supplies, back- up generator systems, transfer switches, HVAC systems, cooling water systems and other industrial laboratory support systems. The facilities engineering support position will be designated as a key emergency support position and expected to provide after-hours liaison support of repairs for facility issues – including losses of cooling, and power. Facilities engineering support will be expected to develop and maintain facility SOP's, space drawings, lab and equipment layouts in all W department facilities and provide project oversight for minor construction. The contractor shall develop and maintain accurate engineering drawings (i.e. Auto-CAD, VIZIO) and data packages detailing power distribution, cooling water distribution and other critical infrastructure. (CDRL A004) The Facilities engineering support lead will administer a robust lock-out/tag-out program (CDRL A019) that supports safe execution of maintenance across all labs and facilities. The Facilities engineer will also coordinate recurring maintenance and inspections on department assets such as the 400ft tower, whole facility UPS systems, processed water systems, 400Hz converters and other related program/project related equipment, exterior antenna systems and other facilities. The Facilities engineer will also coordinate rigging and other support services required to support lab activations and other building activities.

## **C.7 NSWCDD HEADQUARTERS FACILITY & INTEGRATED DATA ENVIRONMENT (IDE) SUPPORT**

**C.7.1** The contractor shall assist NSWCDD in its support of various projects, meetings and conferences. Support is to be provided to the Commanding Officer, Command Staff, DDG 1000 Ship Development Program, and others. The contractor shall provide support in the development, operation, and enhancement of the building environment to support NSWCDD programs. The contractor will interface with other Navy sites and Contractors across the country.

**C.7.2** The contractor shall provide support in the areas of Dahlgren Division TV system design and specifications generation, VTC design, set-up and operation, and Special Security Representative (SSR) requirements, and operations and facilities management to include afterhour's response. Other areas that shall be supported include training, maintenance, prototype development, installation and testing, system acquisition, and implementation.

**C.7.3** The contractor shall provide technical documentation packages for the systems.

**C.7.4** The contractor shall perform lab activation support and provide technical documentation.

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### C.7.5 Task Requirements

The contractor shall perform specific Engineering Support in the following areas:

- Development and planning of Integrated Data Environment (IDE) for DDG 1000 and act as a Subject Matter Expert (SME) for IDE/CAD.
- Support VTC connectivity for NSWCDD Command, Command Staff and business departments. This includes technical support to members of the tech team 21 sites across the United States, as well as support and scheduling of operation of classified VoIP and participation in conferences.
- Provide facilities support to NSWCDD Command, Command Staff and the support departments.
- Perform on-site planning, activation and execution support to the program office in Washington Navy Yard, Washington DC, or other remote locations.
- Attend conferences, seminars, and training classes to stay current on the latest advances in network, VTC technology, classified VoIP and video recording and camera technology.
- Support the classified (up to TS) requirements of command staff including supporting the Special Security Representative (SSR) with classified networks, administration, development, system administration, and desktop support, developing the paperwork necessary for accreditation.

### C.8 SIMULATION REQUIREMENTS IDENTIFICATION, EVALUATION PLANNING AND ACCREDITATION SUPPORT

- a. The contractor shall perform simulation systems requirements gathering, ensure all requirements are documented, and ensure a complete plan is developed to fulfill the requirements. (CDRL A006)
- b. The contractor shall develop and maintain detailed schedules to support development and maintenance of complex simulation computer programs. (CDRL A009)
- c. The contractor shall assist in drafting development and execution of accreditation plans according to DoDI 5000.61 and documented in MilStd 3022 format for complex simulations system. (CDRL A021) The contractor shall review simulation requirements, software developmental artifacts, software test artifacts, developer testing logs, and perform analysis and trace to requirements in support of Simulation Accreditation.
- d. The contractor shall perform engineering and operational analysis to evaluate multi-site, multi-platform, multi-service interoperability testing. (CDRL A023)
- e. The contractor shall perform: engineering and operational analysis to evaluate the systemic impact to the System under Test for all proposed simulation support systems associated with ACS Non-Mark 7 elements.
- f. The contractor shall attend project sponsored technical IPRs, CDRs, SDRs, as well as technical working group meetings and briefings as the NSWC DD technical representative. The contractor shall present information relative to the current NSWC DD position, policies and plans but should not be construed as representing functions that are considered to be inherently governmental functions. (CDRL A013)
- g. Reserved
- h. The contractor shall provide engineering services in support of the facility management, operations and maintenance planning associated with the implementation of other AWS/ACS elements support requirements. This engineering service shall be pertinent to current and future equipment and support service requirements.
- i. The contractor shall develop and brief materials. (CDRL A013)
- j. The contractor shall provide configuration management (CM) analysis and recommendations for multiple W Department managed simulation products.
- k. Assist with simulation systems computer program media builds for distribution to other land based test sites.
- l. Develop, submit and validate combat system simulation Test Observation Reports (TOR) for multiple W Department managed simulation products. (CDRL A023)

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## **C.9 IN-PROGRESS REVIEW (IPR)**

**C.9.1** The contractor shall conduct a yearly IPR with the NSWCDD Contracting Officer, COR and other NSWCDD personnel as designated by the COR. The IPR shall cover the following topics:

- Current and cumulative expenditures in both hours and dollars. Labor hours shall be presented by labor category. Personnel charging to the task shall be identified. An analysis shall be presented which compares planned and actual execution. Variances in excess of 10% shall be explained.
- Travel performed, including identification of element, number of days, purpose of travel, dates of travel, destination, names of travelers, and summary of results of trip.
- Action Item status
- CDRL item status to include a listing of items delivered
- IPR minutes
- Accomplishments
- Problems
- Schedule

**C.9.2** Performance review: The contractor shall provide IPR meeting minutes. (CDRL A003)

## **C.10 LABOR TRIPWIRE JUSTIFICATION**

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

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

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

## **C.11 GOVERNMENT PROVIDED SPACE**

The Government will provide the following workspace(s) to the contractor at task order start-up. Work spaces will include private or shared general office equipment (chairs, desks, access to phones, copiers, and fax machines) required to meet all work requirements. These spaces will be provided in the following buildings: building 180 (1 person); building 1490 (1 person); building 1500 (7 people); building 1510 (49 people); building 1530 (5 people); building 1450T (2 people) and 1523 (3 people).

## **C. 12 GOVERNMENT FURNISHED EQUIPMENT**

The Government will provide the NMCI assets to the contractor for use in the government spaces. All GFP shall be tracked by the contractor during the period of performance of this task order. (CDRL A012)

## **C.13 MANDATORY REQUIREMENTS**

Offerors must meet all mandatory requirements at time of proposal submission, or provide an acceptable plan to meet the requirements by the start date of contract performance. In addition, Mandatory Requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

Requirement 1 - The contractor's primary facility providing support under the contract must be located within one-hour of NSWCDD, Dahlgren, Virginia.

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Requirement 2 - The contractor's primary facility for supporting this Task Order must be cleared at the TOP SECRET level.

Requirement 3 - Personnel Security Clearances - All personnel providing technical support\* under this requirement must possess Joint Personnel Adjudication System (JPAS) clearances at the Secret level or higher. Interim clearances are acceptable. Four labor categories (1) Network Systems Engineer, (1) Tactical Systems Engineer, (1) Systems Engineer, and (1) Facility Coordinator shall possess and maintain TOP SECRET level security clearances.

Requirement 4 - 8570 Certification - The Lead Network System Engineer and Network Systems Engineer Labor Categories must produce objective quality evidence of an unexpired DOD 8570 IAM 2 or IAT 2 Certification in applicable Network Computing disciplines at time of proposal submission or an acceptable plan to produce certification documentation by time of award.

\* Technical Personnel is defined as personnel providing direct technical support; this excludes the general administrative personnel. The technical personnel for this requirement include the individuals performing in the Key Personnel and Non-Key Personnel labor categories as described in Section H.

#### **C.14 POST AWARD MEETINGS**

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

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

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

#### **C.15 SKILLS AND TRAINING**

(a) The contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the contractor. Training necessary to maintain professional certification is the responsibility of the contractor. Training directly related to this task order may be a direct charge only if the COR and Contracting Officer (CO) approve of the training in advance. Contractor personnel shall complete all applicable Government mandatory training.

(b) Per the requirements set forth in DoD 8570.01-M, as a condition of privileged access to any information system, personnel performing IA functions must satisfy both preparatory and sustaining DoD IA training, certification, and clearance requirements. The contractor shall complete the appropriate DoD 8570.01-M-specified training for certification and obtain clearances as needed for performance of duty.

#### **C.16 OTHER DIRECT COSTS (ODC)**

**C.16.1** Travel - All travel under this effort must be requested in advance and authorized by the COR, in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. Travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations. Contractor shall provide trip reports. (CDRL A010)

**C.16.1.1** It is anticipated that travel to Moorestown, New Jersey; Wallops Island, VA, Washington, D.C., San Diego, California; and other areas will be required in support of this effort. Trip reports for each trip shall be submitted. (CDRL A010)

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**C.16.2** Materials and Equipment – None is authorized.

**C.16.2.1** Costs Expressly Not Allowed for Direct Charge - The costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract. General purpose business expenses include the costs for items such as telephones (including cell phones) and telephone charges, copy machines, word processing equipment, personal computers, and other office equipment and supplies.

## **C.17 SECURITY**

**C.17.1** The contractor shall require access to Communications Security (COMSEC) in order to use crypto keying material. Access to NATO is required to obtain a SIPRnet account. Personnel providing direct support to this effort shall be cleared to the level SECRET. Four labor categories (1) Network Systems Engineer, (1) Tactical Systems Engineer, (1) Systems Engineer and (1) Facility Coordinator shall possess and maintain TOP SECRET level security clearances. Access to classified spaces and generation of classified material shall be in accordance with DD Form 254. The Department of Defense Contract Security Classification Specification form (DD Form 254) provides the security classification requirements for this task order. The contractor shall obtain facility and personnel security clearances by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances.

**C.17.2** 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, and Secret onto Unclassified). The contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCDD 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.

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

### **C.17.3 Portable Electronic Devices (PEDs)**

**C.17.3.1** 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 this 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 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.

**C.17.3.2** 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 Temporary Approval Request for Information System (TARIS) form and action tracker process.

**C.17.3.3** Personally owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system infrastructure.



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## **C.18 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.19 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION**

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

## **C.20 NON-DISCLOSURE AGREEMENTS (NDAs)**

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

## **C.21 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.22 CONTRACTOR IDENTIFICATION**

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

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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 personnel are present.

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

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

### **C.24 DIGITAL DELIVERY OF DATA**

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

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

(c) Digital delivery means (such as but not limited to Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as but not limited to “Terms of Use,” licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other 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.25 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 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.26 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.27 Dd1-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS**

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

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

#### **C.28 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 Lists, DD Form 1423, Exhibit (A), attached hereto.

#### **C.29 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

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

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

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

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

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

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

### **C.30 HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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

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

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

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

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

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

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it

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

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

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

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

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

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

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

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

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

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

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

### **C.32 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

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

### **C.33 PLAN OF ACTION AND MILESTONES (POA&M) AND STAFFING PLAN**

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**C.33.1** As directed by the COR, the contractor may develop a Plan of Action and Milestones (POA&M) and Staffing Plan Document 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.33.2** The contractor shall prepare an Element POA&M/Staffing Plan Document, for each element/work area, for delivery.

**C.33.3** The following information shall appear, at a minimum, on each Element level POA&M/Staffing Plan:

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

**C.33.4** 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.33.5** Total Element Cost. Estimated cost shall include all cost (management, support, travel, labor, relocations, and all fees) for that element.

**C.33.6** 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 Contracting Officer.

### **C.34 ON-SITE ENVIRONMENTAL AWARENESS**

(a) The contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies. The contractor shall ensure that each contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.

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

(c) 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) above--each employee has satisfied.

(d) 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.35 ON-SITE SAFETY REQUIREMENTS**

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

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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.

(b) 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) 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.

(d) The contractor shall ensure that all hazardous materials (hazmat) procured for NSWCCD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCCD 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/).

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.

(e) 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.

(f) The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCCD to the Safety Office.

(g) The contractor shall ensure that all on-site contractor work at NSWCCD is in accordance with the NSWCCDINST 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.36 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.37 HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)**

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

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

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

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(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.38 OPERATION OF GOVERNMENT VEHICLES**

(a) The Contractor may be required to drive Government vehicles both on-site at NSWC, Dahlgren Division and off-site in the 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 pounds 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 vehicle are required. The state driver's license must be valid for the class and weight of the vehicle which the Contractor will be operating

(b) 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 an individual to the Authorized Driver List. No DUI or DWI convictions in the past 11 years will be considered. In addition, a general forklift (MHE) license requires (a) 24-hour course taught by a certified NAVSEA instructor; (b) Biannual Refresher taught by certified NAVSEA instructor; and (c) Current medical card per NAVMED P-117/49 CFR 391. An authorized drivers list shall be added to the Monthly Status Report and maintained by the Contractor for currency.



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## **SECTION D PACKAGING AND MARKING**

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

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

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

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

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

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

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

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

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

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

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E.1 Inspection and Acceptance**

E.1.1 Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the Contracting Officer Representative (COR) designated herein.

#### **E.1.2 HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

Item(s) 7000-7400 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

#### **E.1.3 HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

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

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

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

E.3.3 This QASP defines the roles and responsibilities of Government personnel involved in the evaluation of the quality of contractor performance, identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

### **E.4 AUTHORITY**

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

### **E.5 SCOPE**

E.5.1 The PWS structures the acquisition around “what” service or quality level is required, as opposed to “how” the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken to monitor and manage the contractor's performance to ensure the expected outcomes or

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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 Task Order as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

E.5.3 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor’s own quality control plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Task Order regardless of whether the work is performed by contractor employees or by subcontractors. The contractor’s QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the contractor’s QCP.

E.5.4 The Government will assess performance using the methodology contained herein and the Contractor Performance Assessment Reporting System (CPARS) to determine how the contractor is performing against communicated performance objectives. CPARS assesses a contractor’s performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. The QASP methodology and CPARS performance expectations will be addressed in the Government and contractor’s initial post-award meeting. Potential sources of data may include, but are not limited to, the following:

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

E.5.5 A preliminary CPARS evaluation/rating will be accomplished. The purpose of this review is to determine whether the contractor is performing at least at a Satisfactory level for each area to be assessed using Table 1. This

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methodology will be utilized as an important factor in determining whether or not to exercise Option 1 and 2 under the Task Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

E.5.6 CLINs 7300 and 7400 are Award Term CLINS (see Table 2). In order for an Award Term to be awarded, the contractor must have achieved at least a "Very Good" for three of the five major elements, and not less than a "Satisfactory" for the remaining two major elements.

## **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 (PCO) or administer (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting Task Order. PCO's are designated via a written warrant, which sets forth limitations of their respective authority.

E.6.1.2 The PCO ensures performance of all necessary actions for effective contract administration, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the PCO that ensures the contractor receives impartial, fair, and equitable treatment under the Task Order. The PCO is ultimately responsible for the final determination of the acceptability of the contractor's performance.

### **E.6.2 Contract Specialist**

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

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

### **E.6.3 Contracting Officer's Representative (COR)**

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

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

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

### **E.6.4 Subject Matter Expert (SME)**

E.6.4.1 SMEs are individuals who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the contract.

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

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

## **E.6.5 SCHEDULE**

The initial QASP evaluation will be finalized no later than the end of month 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 PCO and the COR no later than the end of month seven (7) of the period of performance based on the first six (6) months of support for the base period and each twelve (12)

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month period thereafter. Failure of the contractor to make a timely delivery will be viewed as the contractor's overall inability to comply with Contract schedules.

E.6.5.2 COR Written Assessment due to the PCO no later than the end of week two (2) of month eight (8) of the period of performance.

E.6.5.3 Week four (4) of month eight (8) of the period of performance, the PCO will review the Contractor Self-Assessment and the COR Written Assessment, determine an overall performance rating for the period, and provide a copy to the contractor.

E.6.5.4. Interim Evaluation – The COR can provide feedback to the PCO at anytime during the period of performance. The PCO will provide this feedback to the Contractor upon receiving it, if 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. The Award Term Clause and Award Term Plan provide the Award Term Incentive Objectives. Table 2 provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

E.6.6.2 The required performance standards and quality levels are included in Table 1, "Performance Standards". If the contractor meets the required service or performance level, the contractor will receive positive preliminary QASP and CPARS ratings. If the contractor fails to meet the required performance level, the result will be negative QASP and CPARS ratings.

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

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

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

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

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

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

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

### **E.6.7.2 Customer Feedback**

E.6.7.2.1 The contractor is expected to establish and maintain professional communication between its employees and customers at all levels. The primary objective of this communication is customer satisfaction. Customer

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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 and performance monitoring techniques are expressed in Table 1.

## E.8 Monitoring System

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

**Table 1 – Overall Performance Ratings**

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

**Table 2 – QASP Objectives**

QASP OBJECTIVES			
Assessment Period	Acceptable Performance Definition	Schedule	Incentives
Base Period	Overall Performance Rating of at least	In accordance with the QASP Schedule; annually	(+) Meet the acceptable performance definition as a condition for exercise of Option 1.

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QASP OBJECTIVES			
Assessment Period	Acceptable Performance Definition	Schedule	Incentives
	"Satisfactory".	using the CPARS system covering the previous 8 months.	(-) Does not meet the acceptable performance definition as a condition for exercise of Option 1.
Option 1	Overall Performance Rating of at least "Satisfactory".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 2. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 2.
Option 2	Overall Performance Rating of at least "Very Good".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for granting Award Term Option 3. (-) Does not meet the acceptable performance definition as a condition for granting Award Term Option 3.
Option 3 (Award Term)	Overall Performance rating of at least "Very Good".	In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for granting Award Term Option 4. (-) Does not meet the acceptable performance definition as a condition for granting Award Term Option 4.
Option 4 (Award Term)		In accordance with the QASP Schedule; annually using the CPARS system covering the previous 12 months.	Final CPARS ratings.

**Table 3 – Task Performance Evaluation Criteria and Standards**

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
I.Task Performance					
Timeliness	Contractor frequently misses deadlines, or is slow or non-responsive to respond to Government requests.	Contractor occasionally misses deadlines, schedules or is slow or occasionally non-responsive to respond to Government requests.	Contractor routinely meets deadlines, schedules, quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivers early and responds immediately to Government requests.	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to Government requests.

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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	Data Deliverables received are well researched, complete and technically accurate. No more than one revision is typically needed to accept the item. Other deliverables meet all Contract requirements.	Data Deliverables received are well researched, complete and technically accurate. Other deliverables meet all Contract requirements.	Data Deliverables received are always well researched, complete and technically accurate. They frequently exceed technical expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
II. Staffing	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 with to minimize impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications.	Contractor provides a mix of qualified and highly qualified personnel.  Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications	Contractor provides highly qualified personnel.  Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications.
III. Customer Satisfaction	Fails to meet customer expectations	Contractor occasionally fails to meet customer expectations.	Meets customer expectations.	Routinely meets or occasionally exceeds customer expectations.	Exceeds customer expectations.
IV. Management Performance & Problem Resolution					
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the contractor takes corrective action without Government involvement.
Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.
Communication	Contractor fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and	Contractor routinely communicates with Government in an effective and timely	Contractor routinely communicates with Government in an effective and timely manner and is	Contractor takes proactive approach such that communications are almost always clear, effective and timely.



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		timely manner.	manner.	frequently proactive in managing communication.	
V. Cost & Efficiency					
Cost Mgmt & Reporting	<p>Contractor regularly experiences cost overruns.</p> <p>Cost reports are late and contain errors.</p> <p>Invoicing is not accurate or submitted in a timely manner. Supporting detail is missing or incomplete.</p> <p>Subcontractor invoices are rarely paid in a timely manner.</p>	<p>Contractor may experience occasional cost overruns.</p> <p>Cost reports are occasionally late and/or contain errors.</p> <p>Invoices are occasionally late or contain errors. Supporting detail contains occasional errors</p> <p>Subcontractor invoices are not paid in a timely manner. SB subcontractor invoices are not expedited.</p>	<p>Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used in cost-effective manner.</p> <p>Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely (no more than 3 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.</p>	<p>Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences occasional cost under runs. Funds and resources used in cost-effective manner.</p> <p>Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely (no more than 3 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.</p>	<p>Contractor often completes the effort at lower than estimated costs. Funds and resources used in a most cost-effective manner.</p> <p>Cost reports are timely, accurate, complete and clearly written.</p> <p>Invoices are timely (no more than 2 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.</p> <p>Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.</p>
VI. Subcontracting	Subcontractor invoices are rarely paid in a timely manner.	Subcontractor invoices are not paid in a timely manner. SB subcontractor invoices are not expedited.	Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.	Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.	Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.
VII. Other Direct Cost (ODC)	<p>ODCs are not accurately or timely reported or invoiced. Errors are not quickly corrected.</p> <p>Does not comply with contract requirements for ODC authorizations.</p> <p>Burdened unit costs higher than proposed.</p>	<p>ODCs are occasionally not reported or invoiced in timely manner. Errors not consistently corrected in a timely manner.</p> <p>Occasionally does not comply with authorization requirements in contract.</p> <p>Burdened unit costs are rarely higher than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced. Any errors noted are quickly corrected.</p> <p>Contractor complies with contract requirements for ODC authorization 100% of time.</p> <p>Burdened unit costs are no higher than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced. Errors are rare and quickly corrected.</p> <p>Contractor complies with contract requirements for ODC authorization 100% of time.</p> <p>Burdened unit costs are occasionally lower than proposed.</p>	<p>ODCs are accurately and timely reported and invoiced.</p> <p>Contractor complies with contract requirements for ODC authorization 100% of time.</p> <p>Burdened unit costs are often lower than proposed.</p>

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**Table 4 - TASK ORDER TECHNICAL PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

<b>TABLE 4:- TASK ORDER TECHNICAL PERFORMANCE EVALUATION</b>				
<b>CRITERIA AND STANDARDS</b>				
<b>UNSATISFACTORY</b>	<b>MARGINAL</b>	<b>SATISFACTORY</b>	<b>VERY GOOD</b>	<b>EXCEPTIONAL</b>
Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are ineffective. In most cases a maximum of 95% success or satisfaction has not been achieved.	Performance does not meet some contractual requirements. The requirement being assessed reflects a serious problem for which the contractor has not yet implemented satisfactory corrective measures. In most cases a maximum of 96% success or satisfaction has not been achieved.	Performance meets contractual requirements. In most cases a minimum of 97% success or satisfaction has been achieved.	Performance meets contractual requirements and exceeds some to the Government's benefit. In most cases a minimum of 98% success or satisfaction has been achieved.	Performance meets contractual requirements and exceeds some to the Government's benefit. In most cases a minimum of 99% success or satisfaction has been achieved.
<b>Work Area/PBWS Reference</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level (AQL)</b>	<b>Quality Surveillance Plan Typical Monitoring Method</b>	
C.4.1, C.4.1.1-C.4.1.5.4  Support the laboratory operations and maintenance to achieve the highest possible level of customer satisfaction	<u>Laboratory availability</u> includes supporting users, operation of switching systems, loading necessary user media and tactical systems, developing, operating and providing support to combat system interface simulation, test and analysis. Ensuring labs are available to start scheduled events on time and support all planned user test objectives.	Labs are operationally available 97% of scheduled hours.  LabAvail = ((Scheduled time-Lost time)/Scheduled time))  Achievement of this performance standard will require accomplishment of preventative and corrective maintenance, IA planning and approvals and other logistic support functions that support lab operation.	Government review of Customer satisfaction and follow-on operations support. Review of the metrics that are produced from the GFE tools that our Contractors have available to them.	
C.3.2, C3.2.1.1-C.3.2.1.3  Provide acquisition and logistics support for the laboratories and all activities. The intended support is to be complete and auditable for compliance	<u>Inventory accuracy and Fill rates</u>  Includes all activities necessary to meet Navy Supply standard audit readiness for total asset visibility. Includes the following tasks: ensure proper operation of designated logistic and facility Support equipment and databases; maintain inventories for equipment, parts, supplies, hardware items; track hardware problems and change control activities to ensure prompt material fill requests, implement standard and emergency operating procedures; prepare designated facilities for special supply & audit events.	Inventory accuracy for all Department OM&S, PEB and plant property shall exceed 99%. Achievement of this performance standard will require inventory planning, inventory spot checks and other established material management practices. Achieving and maintaining the required Inventory accuracy metrics cannot adversely impact acquisition cycle time for Stock-on-hand assets. Fill rates refers to maintaining SOH to support project execution 90% of the time.	Government audit of all accounts and compliance with governing supply policy. There will be a high degree of inventory accuracy and cradle-to-grave accountability for government material and resources across the entire portfolio of laboratory projects.	

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<p>C.3.1, C.3.1.1-C.3.1.5 &amp; C.4.2, C.4.2.1- C.4.2.3</p> <p>Project and life-cycle management.</p> <p>Generate and execute procedures in support of facility activations, upgrades and repairs for special prototyping projects</p>	<p><u>Financial Management</u> includes activities required to plan and execute projects within budget. Includes the following tasks: Develop Rough Orders of Magnitude (ROMs), estimates, invoices, metrics and project plans detailing the estimated level of effort required to perform various aspects of laboratory projects and services. The contractor shall track the teams' tasking and progress and status Action Items. The contractor shall ensure that planned tasking is completed within allocated funding, identify risks to cost, schedule, and the technical success of the project and shall develop risk mitigation plans.</p>	<p>Project plans accurately reflect project status and are provided with enough regularity to allow re-planning as required. As an example, Project earned value SPI/CPI must not be less than .90 Project Fiscal reports must be punctual. All ROMs developed at plus or minus 10% accuracy in order to properly plan for all new and replacement needs in the laboratory facilities and accurately scope effort to customers.</p>	<p>Government audit of all accounts and compliance with governing SOP policy. There must be a high degree of financial accuracy and accountability for government services and resources across the entire portfolio of laboratory projects.</p>
<p>C.5, C.5.1-C.5.3</p> <p>Shall install, setup, maintain, monitor, troubleshoot, upgrade and disconnect encryption devices, designated by the government at both NSWCCD and remote sites, including firewalls and all required IA controls in support of testing.</p>	<p><u>Compliant Test Execution</u> includes developing test plans that meet established Interim Authority to Test (IATT), Authority to Test (ATO) or other established Information Assurance (IA) controls. Establishing, monitoring, troubleshooting and supporting all unclassified, classified and tactical support networks for traffic levels, identification of problem areas, and immediate response to network alarm conditions within the laboratory and facility infrastructure.</p>	<p>Lab environments must provide users with 100% compliant environments in which to test. Controls for distributed test events will require planning, timely submission of required C&amp;A plans and technical execution. Negating all possible chances that a laboratory event could be placed in jeopardy. Profiling events and what potential risks exist that could make the event unsuccessful.</p>	<p>Government review of event satisfaction and follow-on operations support, including approval of IA controls, approval of IATTs, ATOs, etc.</p>
<p>C.2.1.1, C.2.1.1.1-C.2.1.1.3 &amp; C.2.1.3, C.2.1.3.1-C.2.1.3.4</p> <p>Shall perform systems engineering analysis to determine the appropriate equipment and computer programs required to establish and sustain capabilities needed to accomplish laboratory missions; including tactical, commercial, simulation, network and facility support systems.</p> <p>Shall document, deliver and execute a robust and verifiable configuration management plan.</p>	<p><u>Configuration Management</u> includes ensuring that testing is accomplished on systems that have a known and verifiable configuration. Proper CM includes requirements analysis and system engineering for Laboratories, including site unique environmental systems (to include footprint, cooling, power, etc...), cabling requirements, switching systems and emulation devices making full use of virtualization and advanced testing methodologies.</p> <p>Shall execute auditable, standardized configuration control of all facilities including; laboratory equipment, interconnections, cabling, computer programs, and test scenarios. Configuration control will be executed as part of an overall Configuration Control Board (CCB) process.</p>	<p>Lab environments must meet Test plan configuration objectives for 99% of planned testing. This objective will require proactive CM in all lab environments to ensure the labs are operationally available in a known, verifiable configuration. The CM plan must support keeping lab configurations relevant by systematic review, and analysis of system change proposals (to include Ship Change Documents (SCD's), Engineering Change Proposals (ECP's), Field Modification Bulletins (FMB's), Technical Briefs, etc...) and incorporate all equipment deletions, additions, or cabling modifications performed on any of the Laboratory systems or facilities into the diagrams and drawings</p>	<p>Government review of Engineering and CM support for follow-on operations support. Review of the delivered materials CM documentation and the Engineering initiatives to keep the laboratory at a high degree of fidelity in known, relevant configurations to the user community.</p>

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<p>C.9</p> <p>Shall perform simulation systems engineering and analysis to determine the appropriate simulations required to establish and sustain capabilities needed to accomplish laboratory missions.</p> <p>Shall document, deliver and execute a robust VV&amp;A plan for simulations.</p>	<p><u>Simulation Systems engineering includes review and assessment of Combat system documentation to determine Simulation requirements needed to meet end user requirements.</u></p> <p><u>Planning and evaluation for accreditation activities according to DoDI 5000.61 processes by monitoring and collection of V&amp;V artifacts, communicating results to appropriate subject matter experts, collecting and documenting results of these evaluations and presenting findings to decision makers. The results of these activities will be documented according to MilStd 3022 format.</u></p> <p>-</p>	<p>Requirements analysis of Combat system specifications are accurately assessed for all simulation needs.</p> <p>Project plans accurately reflect project status and are provided with enough regularity to allow re-planning as required.</p>	<p>Government review of Simulation Engineering artifacts and VV&amp;A documents needed to keep the simulations in a ready state to support user community needs.</p>
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## AWARD TERM PLAN

### 1.0 INTRODUCTION

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

### 2.0 ORGANIZATION

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

### 3.0 RESPONSIBILITIES

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

### 4.0 AWARD-TERM PROCESSES

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

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

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

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

### 5.0 AWARD-TERM PLAN CHANGE PROCEDURE

Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and

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a mutual agreement cannot be reached, the original award-term plan will remain in effect.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	7/27/2015 - 7/26/2016
7001AA	7/27/2015 - 7/26/2016
7001AB	7/27/2015 - 7/26/2016
7001AC	7/27/2015 - 7/26/2016
7001AD	7/27/2015 - 7/26/2016
7001AE	7/27/2015 - 7/26/2016
7001AF	7/27/2015 - 7/26/2016
7001AG	7/27/2015 - 7/26/2016
7001AH	7/27/2015 - 7/26/2016
7001AJ	7/27/2015 - 7/26/2016
7001AK	7/27/2015 - 7/26/2016
7001AL	7/27/2015 - 7/26/2016
7001AM	7/27/2015 - 7/26/2016
7001AN	7/27/2015 - 7/26/2016
7001AP	7/27/2015 - 7/26/2016
7001AQ	7/27/2015 - 7/26/2016
7001AR	7/27/2015 - 7/26/2016
7001AS	7/27/2015 - 7/26/2016
7001AT	7/27/2015 - 7/26/2016
7001AU	7/27/2015 - 7/26/2016
7001AV	7/27/2015 - 7/26/2016
7001AW	7/27/2015 - 7/26/2016
7001AX	7/27/2015 - 7/26/2016
7001AY	7/27/2015 - 7/26/2016
7001AZ	7/27/2015 - 7/26/2016
7001BA	8/27/2015 - 7/26/2016
7001BB	8/27/2015 - 7/26/2016
7001BC	8/27/2015 - 7/26/2016
7001BD	8/27/2015 - 7/26/2016
7001BE	8/27/2015 - 7/26/2016
7001BF	8/27/2015 - 7/26/2016
7001BG	8/27/2015 - 7/26/2016
7001BH	8/27/2015 - 7/26/2016
7001BK	9/11/2015 - 7/26/2016
7001BL	9/11/2015 - 7/26/2016
7001BM	9/11/2015 - 7/26/2016
7001BN	9/11/2015 - 7/26/2016
7001BP	9/11/2015 - 7/26/2016
7001BQ	9/11/2015 - 7/26/2016
7001BR	9/11/2015 - 7/26/2016
7001BS	9/11/2015 - 7/26/2016

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7001BT	9/11/2015 - 7/26/2016
7001BU	9/11/2015 - 7/26/2016
7001BV	9/11/2015 - 7/26/2016
7001BW	9/11/2015 - 7/26/2016
7001BX	9/17/2015 - 7/26/2016
7001BY	9/17/2015 - 7/26/2016
7001BZ	9/17/2015 - 7/26/2016
9000	7/27/2015 - 7/26/2016
9001AA	7/27/2015 - 7/26/2016
9001AB	8/27/2015 - 7/26/2016
9001AC	8/27/2015 - 7/26/2016

#### **CLIN - DELIVERIES OR PERFORMANCE**

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

7000	7/27/2015 - 7/26/2016
7099	7/27/2015 - 7/26/2016
9000	7/27/2015 - 7/26/2016

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

7100	7/27/2016 - 7/26/2017
7199	7/27/2016 - 7/26/2017
7200	7/27/2017 - 7/26/2018
7299	7/27/2017 - 7/26/2018
9100	7/27/2016 - 7/26/2017
9200	7/27/2017 - 7/26/2018

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

7300	7/27/2018 - 7/26/2019
7399	7/27/2018 - 7/26/2019
7400	7/27/2019 - 7/26/2020
7499	7/27/2019 - 7/26/2020
9300	7/27/2018 - 7/26/2019
9400	7/27/2019 - 7/26/2020

Services to be performed hereunder will be provided at the Naval Surface Warfare Center, Dahlgren Division, Dahlgren, Virginia 22448-5110

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## **SECTION G CONTRACT ADMINISTRATION DATA**

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

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

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

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

### **G.3 PAYMENT INSTRUCTIONS**

In accordance with (DFARS) PGI 204.7108 (d) (5) Line Item Specific: by cancellation date.

If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the ACRN with the earliest cancellation date first, insert the following:

252.204-0005 Line Item Specific: by Cancellation Date. (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

### **G.4 CONSENT TO SUBCONTRACT**

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

The following subcontractors are approved on this Task Order:

Future Technologies, Inc. (FTI)  
URS Federal Technical Services, Inc. (URS)  
Paratech-VA

### **G.5 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



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

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

#### **G.6 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES**

Procuring Contracting Officer (PCO):

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

Contract Specialist:

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

Administrative Contracting Officer (ACO)

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

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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.

Alternate Contracting Officers Representative (ACOR):

- (a) Name:  
Code:  
Address: *(to be identified in the Task Order award document)*  
Phone:  
E-mail:

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this Task Order.

Subject Matter Experts:

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

**G.7 252.232-7006 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 Wide Area WorkFlow (WAWF).

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

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

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

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

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

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

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

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

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

Cost Voucher

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

N00178

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

**Routing Data Table**

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00178
Admin DoDAAC	S4801A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	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 e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(g) *WAWF point of contact.*

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

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

**G.8 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

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

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

Accounting Data

SLINID	PR Number	Amount
7001AB	1300504161-00001	
LLA :		
AA 1751804 8B2B 252 WS010 0 050120 2D 000000 A00002912132		
WE 02		
7001AC	1300505262-00001	
LLA :		
AB 1731611 1224 252 SH400 0 050120 2D 000000 A00002919598		
7001AD	1300498994-00001	
LLA :		
AC 1751804 8C1C 252 WS060 0 050120 2D 000000 A00002878187		
7001AE	1300500794-00001	
LLA :		
AD 1731611 1224 252 SH400 0 050120 2D 000000 A00002891266		

BASE Funding

Cumulative Funding

MOD 01 Funding 0.00

Cumulative Funding

MOD 02

7001AF	130050900500001	
LLA :		
AE 1731611 1227 252 SH500 0 050120 2D 000000 A00002945182		
WE 02		
7001AG	130050836700001	
LLA :		
AF 1751810 84TE 252 VUS00 0 050120 2D 000000 A00002941694		
7001AH	130051033400001	
LLA :		
AG 97X4930 NH1E 252 77777 0 050120 2F 000000 A00002953093		
7001AJ	130051115800001	
LLA :		
AH 97X4930 NH1E 252 77777 0 050120 2F 000000 A00002958106		

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7001AK 130050784500001  
 LLA :  
 AJ 1751804 8B5B 252 VU021 0 050120 2D 000000 A00002937503  
 10 USC 2410a Authority is Invoked

7001AL 130050577800001  
 LLA :  
 AK 9750400 2520 XCS D09PF Y 15AB14 0F LFY151 671AB251HQ00  
 Standard Number: HQ0006545047-AA

7001AM 130050836800001  
 LLA :  
 AL 1751319 87HY 252 VUS00 0 050120 2D 000000 A00002941695

7001AN 130050891500001  
 LLA :  
 AM 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002944541

MOD 02 Funding  
 Cumulative Funding

MOD 03

7001AP 130050784300001  
 LLA :  
 AP 1741810 84L7 252 WS010 0 050120 2D 000000 A00002937355

7001AQ 130050900600001  
 LLA :  
 AQ 1741611 1227 252 SH500 0 050120 2D 000000 A00002945183

7001AR 130051921400001  
 LLA :  
 AR 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003011860

7001AS 130051921800001  
 LLA :  
 AS 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003012262

7001AT 130051976700001  
 LLA :  
 AT 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003016045

7001AU 130052006500001  
 LLA :  
 AU 97X4930 NH1E 310 77777 0 050120 2F 000000 A00003018086

7001AV 130050784400001  
 LLA :  
 AV 1751810 81DM 252 VU021 0 050120 2D 000000 A00002937358

7001AW 130050545100001  
 LLA :  
 AW 97X4930 NH1E 252 77777 0 050120 2F 000000 A00002920460  
 10 USC 2410a Authority is Invoked

7001AX 130052061500001  
 LLA :  
 AX 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003021629

7001AY 130052061300001  
 LLA :  
 AY 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003021626

7001AZ 130052073200001  
 LLA :  
 AZ 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003022102  
 10 USC 2410a Authority is Invoked

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MOD 03 Funding  
Cumulative Funding

MOD 04

7001AT 130051976700002  
LLA :  
AT 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003016045

7001BA 130052113700001  
LLA :  
BA 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003025115

7001BB 130051996900002  
LLA :  
BB 1751804 8B2B 252 V5H00 0 050120 2D 000000 A10003017353

7001BC 130051991200001  
LLA :  
BC 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003016685

7001BD 130051996300002  
LLA :  
BD 1751804 5C1C 251 00039 0 050120 2D 000000 A10003017197

7001BE 130052022100003  
LLA :  
BE 1751319 84TA 255 V5H00 0 050120 2D 000000 A10003018867

7001BF 130052167100002  
LLA :  
BF 9750100 4801 788 03S2F C 71GXXX XN GGS251 46100100 078803  
Standard Number: NS28G85036GS48

7001BG 130052163900002  
LLA :  
BF 9750100 4801 788 03S2F C 71GXXX XN GGS251 46100100 078803  
Standard Number: NS28G85036GS48

7001BH 130052298800001  
LLA :  
BH 1751319 A5XB 252 WS010 0 050120 2D 000000 A00003036673

9001AB 130052298900001  
LLA :  
BG 1751319 A5XB 252 WS010 0 050120 2D 000000 A00003036802

9001AC 130052224400001  
LLA :  
BJ 97X4930 NH1E 252 77777 0 050120 2F 000000 A00003031200

MOD 04 Funding  
Cumulative Funding

MOD 05

7001BK 130052117400001  
LLA :  
BK 97X4930 NH1E 252 77777 0 050120 2F 000000 A00003024837

7001BL 130052369000001  
LLA :  
BL 1701811 1224 252 X3WMW 0 068342 2D 000000 20010900301B  
Standard Number: N0002415RX20552-AA  
STARS Funding

7001BM 130052059600001  
LLA :  
BM 1731611 1224 251 SH400 0 050120 2D 000000 A00003021533

7001BN 130052150200001

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LLA :  
BN 1711611 1224 252 SH400 0 050120 2D 000000 A00003026567

7001BP 130052059800001  
LLA :  
BP 1731611 1224 251 SH400 0 050120 2D 000000 A00003021540

7001BQ 130052311200001  
LLA :  
BQ 1731611 1224 252 SH400 0 050120 2D 000000 A00003036809

7001BR 130052311300001  
LLA :  
BR 1731611 1224 252 SH400 0 050120 2D 000000 A00003036944

7001BS 130052559200001  
LLA :  
BS 97X4930 NH1E 255 77777 0 050120 2F 000000 A00003055056

7001BT 130052503900001  
LLA :  
BT 1751319 A5XB 252 WS010 0 050120 2D 000000 A00003052575

7001BU 130052074300001  
LLA :  
BU 97X4930 NH1M 252 77777 0 050120 2F 000000 A00003022191

7001BV 130052053900001  
LLA :  
BV 1751810 A4UU 251 WS010 0 050120 2D 000000 A00003021188

7001BW 130052715800001  
LLA :  
BW 97X4930 NH1E 252 77777 0 050120 2F 000000 A00003070526

MOD 05 Funding  
Cumulative Funding

MOD 06

7001BX 130050658100001  
LLA :  
BX 1751611 1227 252 SH500 0 050120 2D 000000 A00002928498

7001BY 130050397300001  
LLA :  
BY 1711611 1224 252 SH400 0 050120 2D 000000 A00002910968

7001BZ 130052074200001  
LLA :  
BZ 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003022185

MOD 06 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. All individuals performing under the key personnel labor categories are considered key. 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 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed.

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

**(1) General Combat Systems and Tactical Experience** – General combat systems experience refers to prior experience in any of the following: combat systems design/engineering, combat system computer program development, combat system certification, combat system simulation engineering or combat system simulation computer program development. General tactical experience can include military or equivalent school completion in electronic combat system maintenance and operations, and/or actual maintenance and operations of combat system equipment utilized in military computer systems. This experience includes performance of preventive maintenance, equipment diagnostics, repair of equipment failures and demonstrative knowledge of equipment operational use. Experience in troubleshooting complex tactical and support system problems (i.e., where it is not obvious whether the problem is with equipment, computer programs, operating environments or auxiliary interconnecting switching systems) is desired.

**(2) Specific Experience** – Specific experience is defined as those experiences defined in the PWS and specifically in the labor category descriptions below.

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

**(c) Accumulation of Qualifying Experience** - All categories of experience may be accumulated concurrently. For example, if the candidate worked while going to school, the work and education time may be credited concurrently. All experience must be clearly supported by the resume or it will be discounted during the evaluation. Non-Key Personnel are the non-resumed personnel proposed to provide hours on this requirement. Post Award: Based on the Key Labor Category Desired Qualifications listed below and the PWS, the contractor will elect and manage the workforce supporting this contract. While government approval is required only for the Resumed Key Personnel, the entire workforce will be evaluated based on the contractor's performance of the PWS in accordance with the QASP.

#### H.1.1 KEY PERSONNEL - DESIRED QUALIFICATIONS

##### **Program Manager**

The Program Manager (PM) shall have experience with job estimation activities along with implementation and achievement. The PM shall have experience demonstrating a thorough understanding of the laboratory facilities mission, engineering and operations, Modeling and Simulation (M&S) as well as experience with management of a major laboratory or facilities support contract (Navy preferred). Ten (10) years of leadership experience and responsibility in DoD contract management. The PM shall also have a basic understanding of tactical combat system and communications system design and experience in the coordination of facility and combat system element design, acquisition and logistics support, and change control. Finally, demonstrated leadership qualities, effective written communication skills, the ability to work independently, and thorough knowledge of the Navy's contractual processes.

##### **Lead Network Systems Engineer**



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The Lead Network Systems Engineer (LNSE) shall have the network engineer level certification CCNA or higher, and shall have a minimum of five (5) years of network experience. The LNSE shall have experience in managing and directing the work of others in the completion of a significant body of work. The LNSE shall have strong interpersonal skills and the ability to clearly communicate problems and project status. The LNSE shall have the ability to manage multiple projects, assign tasking, and work in a team environment. The LNSE shall have experience with assisting in the planning, design, installation, troubleshooting and daily administration of data communications systems (i.e. LAN/MAN/WAN, Fiber Optic Systems, Point-to-Point communications, etc.) and network devices such as hubs, routers, network monitors, firewalls and data/network encryptors. The LNSE shall have experience with the installation and operation of personal computers and associated peripherals. The LNSE shall have experience with CISCO, and Network General Equipment. The LNSE shall have familiarity with Ethernet, Fast Ethernet, FDDI, IDSN, T1, ATM, as well as the following protocols: TCP/IP, UDP/IP, IPX/SPX, ARP, RIP, NetBIOS, NetBEUI, SNMP and DECNET. A DOD 8570 IAM 2 or IAT 2 Certification in applicable Network Computing disciplines is required at hiring and must be maintained in an unexpired state throughout the life of this task order.

### **Senior Tactical Systems Engineer**

The Senior Tactical Systems Engineer (STSE) shall have ten (10) years of general Naval tactical and simulation systems Operations and Maintenance (O&M) experience. The STSE shall have a minimum of five (5) years of personnel leadership and conflict resolution experience. The STSE shall have the ability to clearly communicate problems, provide recommendations, develop and lead the implementation of project plans. The STSE shall have experience in the preparation and presentation of technical briefs. The STSE shall have experience in directing the work of journeyman-level engineers and technicians in the completion of a significant body of work.

### **Lead Tactical Systems Engineer**

The Lead Tactical Systems Engineer (LTSE) shall have ten (10) years of general Naval tactical and simulation systems experience. The LTSE shall have the ability to direct operations and maintenance of complex Naval tactical and support systems. The LTSE shall have the ability to clearly communicate problems, provide recommendations, develop and lead the implementation of project plans. The LTSE shall have experience that demonstrates the ability to work independently and to complete a substantial body of work. The LTSE shall have experience in directing the work of journeyman-level engineers and technicians in the completion of a significant body of work.

### **Senior Configuration Management Specialist**

The Senior Configuration Management Specialist (SCMS) shall have five (5) years' experience that includes Configuration or Data Management, and Data Quality Assurance, and Quality Control. The SCMS should have experience in the supervision of junior personnel in the definition, maintenance, and/or operation of a configuration management database. The SCMS should have experience that demonstrates the ability to work independently to complete a significant body of work. The SCMC shall have experience using Microsoft Office's productivity suite.

### **Senior Systems Engineer**

The Senior Systems Engineer (SSE) shall have ten (10) years of experience in project management with a minimum of eight (8) years' experience that demonstrates the ability to direct the preparation of facility systems designs, acquisition and logistics support, and change control. The SSE shall have eight (8) years of experience with Naval tactical systems, simulation systems, commercial systems, communication systems and applications. The SSE should have experience in the preparation and presentation of technical briefs and simulation scenario development. The SSE should have experience in directing the work of journeyman-level engineers in the completion of a significant body of work. The years desired are not cumulative.

### **Senior Simulations Accreditation System Engineer**

The Senior Simulations Accreditation System Engineer (SSASE) shall have ten (10) years of experience in project management with a minimum of eight (8) years' experience that demonstrates knowledge of complex simulation systems and the ability to assess combat systems documentation and end user needs with the ability to identify and define simulation requirements. The SSASE shall have eight (8) years of experience implementing DODI 5000.61 Modeling and Simulation (M&S) Verification, Validation & Accreditation (VV&A) processes, utilizing a risk based accreditation approach. The SSASE shall have eight (8) years of experience, evaluating requirements, development artifacts, test artifacts, and software products as part of the Verification, Validation and Accreditation of Aegis hardware in the loop wrap around simulations used to test Aegis Baselines. The SSASE should have experience in the preparation and presentation of VV&A documentation according to MilStd 3022 format. The SSSE should have

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experience in the preparation and presentation of technical briefs and simulation scenario development. The SSE should have experience in directing the work of journeyman-level engineers in the completion of a significant body of work. The years desired are not cumulative.

### **H.1.2 NON-KEY PERSONNEL MINIMUM QUALIFICATIONS**

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

#### **Network Systems Engineer**

The Network Systems Engineer (NSE) shall have a network engineer level certification (i.e., Security+ CCNA, and a minimum of four (4) years of network experience. The NSE shall have strong interpersonal skills, and the ability to work independently and to clearly communicate problems and project status. The NSE shall have experience with the installation, configuration, troubleshooting, and operations of network devices such as hubs, routers, network monitors, firewalls and data/network encryptors. The NSE shall have experience in planning and implementation of network security policies. The NSE shall have familiarity with network security systems, information assurance and the evaluation of available equipment needed to provide future security upgrades. The NSE shall be familiar with current security threats and methods of incorporating the latest defenses into firewalls and networks equipment. The NSE shall have experience with the installation and operation of personal computers and associated peripherals. The NSE shall have experience with Cisco, FORE Systems and General Network equipment. The NSE shall have familiarity with Ethernet, Fast Ethernet, FDDI, ISDN, T1, ATM, as well as the following protocols: TCP/IP, UDP/IP, IPX/SPX, NetBIOS, NetBEUI, SNMP, and DECNET. A DOD 8570 IAT 2 Certification in applicable Networking Computer disciplines is required at hiring and must be maintained in an unexpected state throughout the life of this task order.

#### **Systems Engineer**

The Systems Engineer (SE) shall have six (6) years of experience in facility and computer system design, network design, and engineering of tactical weapon systems components. The experience shall also include acquisition and logistics support, and change control. The SE shall have experience in facility internal and external networking, wiring closets, cable plant configuration management and control. The SE shall have experience that demonstrates the ability to work independently and to complete a substantial body of work. The SE shall have experience in directing junior personnel in work similar to that required by the contract. The SE shall have experience in AutoCAD and Microsoft Office.

#### **Tactical Systems Engineer**

The Tactical Systems Engineer (TSE) shall have eight (8) years of general Naval tactical O&M experience to include training and simulation systems O&M experience. The TSE shall have the ability to work independently and in a team environment. The TSE shall provide laboratory engineering, tactical and simulation systems operations support, tactical test support, hardware and computer program installations support, lab test event support, preventative and corrective maintenance, and technical analysis. This work shall span reporting and resolving of all hardware systems' and computer programs' status, problems, and instabilities of the baselines; the OE - i.e., MCEs, NGPs, SANs, Consoles, networks/switches, COTS, middleware network drivers, and operational test tools (e.g., Insight, Roadster, ANTT); test director support; certification event support (e.g., LINKEXs and System Test support); and IWSL installations, scenario generation & development, troubleshooting and engineering.

At least 1 of 14 TSE's shall represent a background with the aforementioned attributes as an AEGIS Computer and Network Technician (ACNT).

At least 1 of 14 TSE's shall represent a background with the aforementioned attributes as an AN/UYQ-70 Computer/Display Technician.

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At least 1 of 14 TSE's shall represent a background with the aforementioned attributes as an AN/UYQ-21 and AN/UYK-43 Technician.

At least 1 of 14 TSE's shall represent a background with the aforementioned attributes in Ships Self Defense System (SSDS) TSE. For baselines under SSDS MK-2 systems, which are aircraft carrier and large deck amphibious surface combatants (CV/CVN, LHD, LHA, and LPD).

At least 1 of 14 TSE's shall represent a background with the aforementioned attributes in Air Command and Control and Sensor Netting (AC2SN) Marine Corps C4I capabilities.

### **Tactical Systems Technician**

The Tactical Systems Technician (TST) shall have four (4) years of general Naval tactical O&M experience, including two (2) years of training and simulation systems O&M experience. Applicable examples of tactical, training and simulations systems include AEGIS, SSDS, AC2SN, ACTS, BFTT, WASP, MLST3, ASTATS, and NGS. The TST shall have the ability to work independently and in a team environment.

At least 2 of 13 TST's shall represent a background with the aforementioned attributes as an AEGIS Computer and Network Technician (ACNT).

At least 2 of 13 TST's shall represent a background with the aforementioned attributes as an AN/UYQ-70 Computer/Display Technician.

At least 2 of 13 TST's shall represent a background with the aforementioned attributes as an AN/UYQ-21 and AN/UYK-43 Technician.

At least 1 of 14 TST's shall represent a background with the aforementioned attributes in Ships Self Defense System (SSDS) TSE. For baselines under SSDS MK-2 systems, which are aircraft carrier and large deck amphibious surface combatants (CV/CVN, LHD, LHA, and LPD).

### **Configuration Management Specialist**

The Configuration Management Specialist must have two (2) years of experience in Configuration and Data Management, Data Quality Assurance and Quality Control, or Inventory Management.

### **Financial Specialist**

The Financial Specialist FS must have two (2) years of financial/administrative support experience. The FS must have relevant experience in budget management preparing financial data including; funding, labor hours, risk tracking, METRICS gathering, generate invoices, Rough Order of Magnitude (ROM) quotes and projections (data-calls), provide documentation development and technical editing support along with strong customer service skills. The FS shall be fluent using Microsoft Office's productivity suite.

### **Facility Coordinator**

The facility Coordinator (FC) must have a minimum of six (6) years of experience in facility and remote site coordination, as well as experience in facility management including management of communications, computers, and networks. A minimum of four (4) years of experience is required in analyzing and establishing equipment and network configuration, capabilities and specifications. Such work must have been performed to establish or improve technical, performance, and economic parameters of the network. The FC must have a Top Secret clearance. The FC shall provide technical coordination of facility-related work being done. The FC will coordinate within Dahlgren and outside Dahlgren communications and connectivity to support NSWCDD Command programs. The FC will be responsible for required teleconferences and will assist with the hosting of NSWCDD Command related projects.

### **Junior Systems Engineer**

The Junior Systems Engineer (JSE) shall have three (3) years of experience in the areas of facility and systems design, acquisition and logistics support, and change control. The JSE shall have experience in using AutoCAD and Microsoft Office.

### **Fabrication Technician**

The Fabrication Technician (FT) shall have experience with Naval Tactical Data Systems (NTDS), fiber optic and

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commercial cable fabrication. The FT shall have experience with inventory control and electric design and fabrication. The FT shall have experience in directing the work of journeyman-level technicians. The FT shall have the ability to work both independently and in a team environment.

#### **Operations Control Center (OCC) Assistant**

The OCC Assistant (OA) shall have extensive familiarity with computers, which will include various operating systems. The OA shall have duties that include resolving customer issues, preparing detailed facilities reports (that require a basic level of understanding of the laboratories supported), and data entry skills that require accuracy and attention to detail. The OA shall possess the ability to communicate technically to the facility engineers that are on site in order to effectively manage the equipment status in the laboratories.

#### **Laboratory Facility Engineer**

The Facility Engineer shall have general electrical, mechanical, plumbing, general facilities maintenance knowledge and be able to provide oversight and QA of projects. Must be able to operate Government equipment (i.e. Forklift, vehicles, Etc.) The FE shall have strong verbal and written communication skills.

### **H.2 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.3 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

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

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

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

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

### **H.4 RESUME FORMAT AND CONTENT REQUIREMENTS**

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

#### **(a) HEADER**

- Complete Name
- Current Employer

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- Task Order Labor Category
- Contractor Labor Category
- Percentage of time to be allocated to this effort upon award of this Task Order
- Current security clearance level per JPAS (identify if interim or final)
- Current work location
- Planned work location upon award of this Task Order

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

(b) EDUCATION/PROFESSIONAL DEVELOPMENT – Show any degrees, honors, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and will impact the offeror’s qualifications 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 specialized certifications. (Note the date obtained for each, as well as the date when each license/certification requires renewal).

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE

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

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

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

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

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

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.

Gaps in experience shall be avoided.

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 NSWCCD Solicitation Number N00024-14-R-3553 (to be replaced by NSWCCD Task Order N00178-XX-X-XXXX by Company Name at award) and intend to make myself available to work under any resultant contract to the extent proposed."**

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Employee Signature and Date

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Offeror Signature and Date

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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. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

#### **H.5 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

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

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

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

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

#### **H.6 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. 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 statement of work.

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

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

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

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

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

#### **H.7 FUNDING PROFILE**

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

CLIN	Total CPIF (Ceiling)	Funds This Action	Previous Funding	Ttl Funded Amount	Unfunded Balance	Ceiling Labor Hrs	Funded Hours	Remaining Hours
7001	\$ 8,747,712	\$						
9001	\$ 43,276	\$					N/A	N/A
<b>Totals</b>	<b>\$ 8,790,988</b>							

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

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

CLIN	Allotted to Cost	Allotted to Fee	CPIF	Est Funds Through
7001	\$			12/13/2015
9001	\$			9/24/2015
<b>Totals</b>	<b>\$</b>	<b>\$</b>	<b>\$ 3,404,100</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).

#### H.9 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

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

CLIN	Total Man Hours	Compensated	Uncompensated
7000			0
7100			0
7200			0
7300			0
7400			0

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 47 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) 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 will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or



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

#### **H.10 SAVINGS INITIATIVES**

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

(a) Annual Labor Escalation: % for Option Year 1 and Award Term Period 1 ONLY

(b) Maximum Pass-Thru Rate: %

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

(d) Other: A % fee rate applicable to only the Prime's direct labor and indirect costs for the Base Year and Option Year 1 and % fee only the Prime's direct labor and indirect costs on Option Year 2 and Award Term 1 and 2. The % fee rate and % fee rate at proposal submission as a Saving Initiative did not include Subcontractor labor, and G&A costs.

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

(1) the prime contractor's pass-thru rate under this order; or

(2) the subcontractor's Seaport-e pass-thru rate where the subcontractor is also a prime contractor under Seaport-e.

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## SECTION I CONTRACT CLAUSES

### I.1 PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-6	Data Universal Numbering System Number	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-12	Data Universal Numbering System Numbering Maintenance	DEC2012
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications	OCT 2010
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
252.204-7000	Disclosure of Information	DEC 1991
252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
252.227-7013	Rights in Technical Data - Noncommercial Items	FEB2014
252.227-7039	Patents - Reporting of Subject Inventions	APR 1990

**All clauses in the offeror's MAC contract apply to this Task Order, as applicable.**

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

### I.2 CLAUSES INCORPORATED BY FULL TEXT

#### I.2.1 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

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

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

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

(c) *General.*

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

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

(d) *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.

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### **I.2.2 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**

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

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

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

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

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

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

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

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

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

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

### **I.2.3 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SETASIDE, 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, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19 of the basic contract.

### **I.2.4 52.216-10 INCENTIVE FEE (JUN 2011)**

(Applicable to CLIN 7000; if exercised, CLIN 7100 and 7200; if awarded, CLIN 7300 and 7400).

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

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

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

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

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the

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Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

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

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee payable.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by thirty cents (\$0.30) for every dollar that the total allowable cost is less than the target cost or decreased by thirty cents (\$0.30) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than or less than of the target cost.

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

(i) Payments made under assignments; or

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

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

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

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

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

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

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

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

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

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

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

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

**I.2.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)**

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

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

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

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

**I.2.6 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \*     TBD     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;

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(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.

### **I.2.7 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 identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

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

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

(d) Government response. The Contracting Officer shall promptly, within ten calendar days after receipt of notice,

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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.2.8 AWARD TERM CLAUSE**

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

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

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

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

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

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

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

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



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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - Contract Data Requirement List (CDRL) DD 1423

Attachment J.1 - DD Form 254 Contract Security Classification Specification dated 26JUN15

Attachment J.2 - COR Appointment dated 29JUN15

Attachment J.3 - ACOR Appointment (TBD)

Attachment J.4 - Government Furnished Property (GFP) List (TBD by MOD 02)