

2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 20-Feb-2015	4. REQUISITION/PURCHASE REQ. NO. See section G	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00178	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

NSWC, DAHLGREN DIVISION  
17632 Dahlgren Road Suite 157  
Dahlgren VA 22448-5110  
telly.simons@navy.mil 540-653-1053

DCMA Baltimore  
217 EAST REDWOOD STREET, SUITE 1800  
BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Tech Wizards, Inc. 13659 Ross Court Newburg MD 20644-2828		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7959-0002 10B. DATED (SEE ITEM 13) 05-Nov-2014
CAGE CODE 46KQ3	FACILITY CODE	[X]

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

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

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

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/James C Doerr Jr. (Signature of Contracting Officer)
	16C. DATE SIGNED 20-Feb-2015

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

**GENERAL INFORMATION**

The reason for this modification is to provide increments of funding to CLIN 7001 pursuant to FAR 52.232-22 Limitation of Funds.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001AC	O&MN,N			

The total value of the order is hereby increased from

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7001AA			
7001AC			

ACRN's, Lines of Accounting, Requisition Numbers and other financial information associated with MOD 04 appear at the end of Section G. In addition, Special Invoicing/Special Payment Instructions also apply to this Task Order per section G.

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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 1 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	U008	(MOVED TO CLIN 7001) (Fund Type - TBD)					
7001		(HOLDING) Base Period - Technical & Engineering support in the operation of training simulation for CSCS in accordance with Section C, PWS.					
7001AA	U008	Base Period - HOLDING SLIN (Fund Type - TBD)					
7001AB	U008	AWARD - ACRN AA - PR 1300460920 MOD 02 Plus Up PR 1300466786-00001 MOD 03 Plus Up PR 1300466786-00002 Funding Doc# N3596A15WXM002/A2 10 USC 2410 (A) Authority is being invoked (O&MN,N)					
7001AC	U008	MOD 4-ACRN AB--1300478641 (O&MN,N)					

For Cost Type / NSP Items

7099 Data Deliverables for the Base Period IAW Exhibit A, CDRLs.

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	U008	(MOVED TO 7101) (Fund Type - TBD)					
7101		(HOLDING) Option 1 - Technical & Engineering support in the operation of training simulation for CSCS in accordance with Section C, PWS.					
7101AA	U008	Option 1 - HOLDING SLIN (Fund Type - TBD)					

For Cost Type / NSP Items

7199 Data Deliverables for Option Period 1 IAW Exhibit A, CDRLs

For ODC Items:

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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 2 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

9000	U008	(MOVED TO CLIN 9001) (Fund Type - TBD)			
9001					
9001AA	U008	Base Period - HOLDING SLIN ODC in support of CLIN 7001 (Fund Type - TBD)			
9001AB	U008	AWARD - ACRN AA - PR 1300460920 (O&MN,N)			
9100	U008	(MOVED TO CLIN 9101) (Fund Type - TBD)			
9101		Option			
9101AA	U008	Option 1 - HOLDING SLIN ODC in support of CLIN 7101 (Fund Type - TBD)			

**NOTE 1: LABOR HOURS (HR)**

At the time of award, the number of labor hours listed above (0.0 HR) in the Base Period and Option Period 1 will be changed to coincide with the Level of Effort provided in Section H, SEA 5252.216-9122 (Alt. 1) Level of Effort clause and the number of hours reflected in the cost proposal of the successful offeror.

**NOTE 2: OPTION CLAUSE**

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

**NOTE 3: ODCs**

Unburdened travel costs are specified in Section L. Materials, if proposed, will be limited to those approved at time of award.

**NOTE 4: NOT SEPARATELY PRICED**

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

**B.1 TYPE OF ORDER**

This is a term (Level of Effort) order.

Items in the 7xxx series are Cost-Plus-Fixed-Fee type and NSP CLINs.  
Items in the 9xxx series are Cost only, excluding fee.

**B.2 ADDITIONAL CLINS**

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

**B.3 FINALIZED FIXED FEE**

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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 3 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

#### CLAUSES INCORPORATED IN FULL TEXT

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

#### **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.

#### **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.

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

NOTE B - 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.

#### **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.

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

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

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 4 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

**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 Fixed Fee (CPFF) and ODC CLINs are Cost Only.

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 5 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **C.1 BACKGROUND**

C.1.1 The Center for Surface Combat Systems (CSCS) has a requirement for technical and engineering support in the systems engineering, integration, maintenance, documentation, and operation of training simulations. The services necessary to accomplish the tasks within this Performance-Based Statement of Work are defined below and consist of the Command Staff located in Dahlgren, VA.

C.1.1 This is a performance-based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The quality and effectiveness of the services performed hereunder will be evaluated in accordance with the performance standards/acceptance quality and the evaluation methods described in Section E, Special Contract Requirements, and Quality Assurance Surveillance Plan (QASP).

C.1.2 The Contractor shall provide technical and engineering support in the systems engineering, integration, maintenance, documentation, and operation of training simulations for CSCS.

### **C.2 SCOPE**

The technical and engineering support services included in this acquisition will include: systems engineering, integration, maintenance, documentation, and operation of training simulations. All work performed under this acquisition shall be performed following applicable CSCS plans, standards, policies, and processes. The Contractor shall generate plans for specific tasking consistent with the Government master schedule for product development to include scoping of the task, schedule development, and preparation of workload estimates.

The Contractor's activities must be consistent with established CSCS processes and procedures and must conform to the training systems environment and standards including all updates, improvements and additions to these process documents made over the life of the contract. All test documentation shall be developed within the software environment specified by the Government and other specific tools and environments as stipulated in the documentation herein. Deviations from these processes, policies and procedures are not authorized without advance approval by the Contracting Officer's Representative (COR). The Contractor shall additionally perform all tasks in this Performance Work Statement in support of Foreign Military Sales (FMS) Cases to include both classified and unclassified technical data.

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

The required documents will be available for Contractor access and reference in each CSCS facility throughout the contract performance period. If required, the Contractor may make working copies at the Contractor's expense including labor and materials. Military and DOD standards, specifications and instructions may be made available upon request; however, it should be noted that certain documents are classified and/or have restricted access.

### **C.4 REQUIREMENTS**

#### **C.4.1 SHORE-BASED TRAINING SYSTEMS SUPPORT**

C.4.1.1 The Contractor shall support the various shore-based training systems comprised of simulator and simulation systems which include: Multiple Units Test and Operational Training System (MULTOTS/MLST3), Cooperative Engagement Capability (CEC) Wrap Around Simulator Program (WASP), AEGIS Simulation Test and Training System (A-STATS), Distributed Sensor Stimulation System (DS3), Common Connectivity Device (CCD), Next Generation Simulator (NGS),

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 6 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Joint Semi Automated Forces (JSAF) and follow on Systems.

C.4.1.2 The Contractor shall generate, perform and/or maintain preliminary Validation and Verification (V&V), and coordinate the scenarios using all pertinent sources of tactical data, training objectives, and applicable doctrine to maximize the level of realism for each training event. The Contractor shall provide management plans, schedules (CDRL A005), engineering and analysis services to further simulator integration efforts designed to improve the level of realism in training events. The Contractor shall provide operator support to control the simulations during training and readiness events. The Contractor shall maintain the simulators and the interconnecting devices to ensure proper operation to design limits. Such support may occur at other sites to include: CSCS/Aegis, Training and Readiness (ATRC), Dahlgren, VA; CSCS Dam Neck, Virginia Beach, VA; Combat Engineering Development Site (CSEDS), Moorestown, NJ; CSCS Detachment, Wallops Island, VA; Integrated Warfare Systems Laboratory (IWSL), Dahlgren, VA; and CSCS Detachments worldwide. The current Simulation equipment used is listed below:

<b>SIMULATION SYSTEMS</b>
A-STATS
MLST3
NGS
CCD
CEC WASP
JSAF

#### **C.4.2 SHORE-BASED TRAINING SCENARIO DEVELOPMENT SUPPORT**

C.4.2.1 The Contractor shall generate, perform, and/or maintain preliminary V&V, and provide Shore-Based Training (SBT) System scenarios. These scenarios shall be in support of SPY standalone, Command and Decision (C&D) standalone, SPY/C&D cluster, C&D/Weapons Control System (WCS) cluster, and SPY/C&D/WCS system configuration. These configurations support the training of individual Combat Information Center (CIC) tactical teams. The Contractor shall generate, perform, and/or maintain, preliminary V&V, and deliver the SBT System scenarios for operator, team, tactical team, and battle group/force level training (CDRL A006). For each level of training, there are enabling and terminal objectives which are required to be met. These objectives determine the types of scenario materials required.

C.4.2.2 **V&V** - The Contractor shall perform preliminary V&V of the SBT System scenarios, using computer equipment located at the CSCS/ATRC. The Contractor shall provide support for final Navy validation of the scenarios at the ATRC, CSCS Dam Neck, CSEDS, IWSL or SCSC. The Contractor shall provide support for any additional Navy V&V that may occur at various shore sites to include but not be limited to CSCS/ATRC, IWSL, CSEDS and SCSC. One element of the V&V process shall be to validate the observed scenario events with the prescribed scenario timeline and other pertinent sections of the Scenario Controller Guide (SCG). The Contractor shall provide support to CSCS/ATRC during final Navy validation of the SBT scenarios at these sites.

#### **C.4.3 ENGINEERING AND ANALYSIS SUPPORT**

C.4.3.1 The Contractor shall provide engineering and analytical support to interface with various Government/Contractor organizations (CDRL A002). The Contractor shall review specification documents and provide comments to the appropriate Navy Review Team and/or Fleet Project Team. The Contractor shall report any computer program problem found during the generation and maintenance of scenarios by submitting an AEGIS Test Observation Report (TOR) or Computer Program Change Request (CPCR). The Contractor shall review and provide comments for related specification changes (SCs), TORs and CPCRs to determine the impact on the generation and



CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 7 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

maintenance of scenarios (CDRL A003). The Contractor shall participate in reviews of CPRs. The Contractor shall participate in meetings related to the generation, maintenance, and enhancement of SBT scenarios. The Contractor shall participate in meetings of AEGIS Curriculum Management Board (ACMB) and Aegis Configuration Control Board (AEGIS CCB). The Contractor shall perform analysis, make recommendations, and implement changes resulting from decisions made at these aforementioned meetings. Additionally, the Contractor shall provide minutes of these meetings (CDRL A002). The Contractor shall periodically be required to provide on-site engineering support at the CSCS/ATRC, CSEDS, IWSL and SCSC to include at a minimum Navy validation of SBT scenarios and feedback/CPCR analysis.

**C.4.3.2 COMPUTER PROGRAM UPGRADES** - The Contractor shall provide planning and technical support for the installation of new SBT system program upgrades at the CSCS/ATRC in accordance with DOD 8570.01M.

**C.4.3.3 CREATING NEW TRAINING SYSTEMS** - The Contractor shall perform SBT enhancement studies in order to ensure that future training requirements will be satisfied by SBT systems (CDRL A003).

#### **C.4.4 DOCUMENTATION SUPPORT**

C.4.4.1 The Contractor shall provide a SCG for each SBT System scenario. All revisions to documentation are driven by simulator enhancements and training requirements. The SCGs shall be delivered electronically (unless otherwise requested) and on magnetic media in CSCS/ATRC approved word processing program format with a planned migration to optical media (CDRL A004). Documents to include:

1. Simulator Management Plan
2. Simulator Operators Handbook
3. Simulator Scenario Handbook
4. Simulator Scenario Controller Guide

C.4.4.2 DELIVERY - The Contractor shall deliver tactical team training scenarios on magnetic tape, magnetic disk, or other media as prescribed by the Government. The Contractor shall provide support to CSCS/ATRC for scenario deliveries to: CSCS/ATRC, CSCS Dam Neck, IWSL, CSEDS, and SCSC (CDRLs A004 and A006).

#### **C.4.5 SYSTEMS OPERATION AND MAINTENANCE SUPPORT.**

C.4.5.1 The Contractor shall utilize Contractor owned computer equipment or the use of Government computer is available located in the CSCS/ATRC, Dahlgren, VA, CSCS Dam Neck, Virginia Beach, VA for the development and maintenance of SBT System scenarios.

C.4.5.2 **EQUIPMENT OPERATION.** The Contractor shall provide system operators to support the execution of the SBT System scenario program at the CSCS/ATRC.

C.4.5.3 **EQUIPMENT MAINTENANCE.** The Contractor shall provide Simulation Systems Hardware and Software support to the CSCS/ATRC.

#### **C.5 OTHER DIRECT COSTS**

##### **C.5.1 TRAVEL**

C.5.1.1 The Contractor may be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 8 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

requirements. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Joint Travel Regulations and shall be pre-approved by the Contracting Officer's Representative (COR). The following travel is anticipated:

- a) Wallops Island, VA
- b) CSEDS, Moorestown, NJ
- c) CSCS Dam Neck, Dam Neck, VA

C.5.1.2 When travel is required, the Contractor shall provide a trip report (CDRL A002) within five days after completion of the trip and delivered to the COR. The Contractor shall, for all overnight travel performed, submit evidence such as receipts with invoices substantiating actual costs incurred for authorized travel.

## **C.5.2 MATERIALS**

C.5.2.1 Materials allowed as direct charge and approved for purchase during the performance of this Task Order are Reproduction and CDs. This Task Order is issued under a services contract and the procurement of materials of any kind that are not directly related to and necessary for performance may be determined to be unallowable costs pursuant to FAR Part 31. The term "material" includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including hardware, services, and software. Any material provided by the Contractor is subject to the requirements of the FAR, DFARS, and the applicable Department of Navy regulations and instructions. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

C.5.2.2 If the Contractor operates a DCMA-approved purchasing system, individual item purchases equal to or over \$10,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from the Procuring Contracting Officer (PCO). If the Contractor does not operate an approved purchasing system, individual item purchases equal to or over \$3,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from the PCO. No purchases of any amount shall be executed by a subcontractor if they do not have a DCAA-approved accounting system.

## **C.6 SECURITY**

C.6.1 Personnel providing direct support to this effort shall be cleared to the level of **SECRET**. Access to classified spaces and generation of classified material shall be in accordance with DD Form 254 - **Attachment J.1**. The Department of Defense Contract Security Classification Specification (DD Form 254) - provides the security classification requirements for this task order. The Contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances.

C.6.2 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, Secret onto Unclassified, etc). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of CSCS 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.

C.6.3 CSCS 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 -

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 9 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

DD254. CSCS Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve contractor support. CSCS 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.7 Portable Electronic Devices (PEDs)**

C.7.1 Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all CSCS buildings. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. CSCS instruction defines PEDS as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDS include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPADS, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

C.7.2 PEDs belonging to an external organization shall not be connected to CSCS networks or infrastructure without prior approval from the CSCS Information Assurance POC.

C.7.3 Personally owned hardware or software shall not be connected or introduced to any CSCS hardware, network or information system infrastructure.

## **C.8 ON-SITE ENVIRONMENTAL AWARENESS**

C.8.1 The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.8.2 The Contractor shall ensure that each contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCCD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCCD training coordinator or the COR.

C.8.3 The Contractor shall ensure that each Contractor employee not required to complete the training described in above (i.e., those who do not have and will not be issued a CAC) reads the NSWCCD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCCD website, [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office).

C.8.4 Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement above that each employee has satisfied.

C.8.5 Contractor copies of the records generated by the actions described above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

## **C.9 ON-SITE SAFETY REQUIREMENTS**

C.9.1 The Contractor shall strictly adhere to Federal Occupational Safety and Health Agency

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 10 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

C.9.2 The Contractor shall ensure that each contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at CSCS. This document is available at:

[https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html).

C.9.3 The Contractor shall provide each Contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The Contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

C.9.4 The Contractor shall provide each contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

C.9.5 Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision)[provided upon request]. Prior to bringing radioactive materials or machine sources on base, the contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

C.9.6 The Contractor shall ensure that all hazardous materials (hazmat) procured for CSCS are procured through or approved through the hazmat procurement process. Hazmat brought into CSCS work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the Government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at:

[https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/).

C.9.7 Upon request the Contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a Contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

C.9.8 Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

C.9.9 The Contractor shall report all work-related injuries/illnesses that occurred while working at CSCS to the Safety Office.

C.9.10 The Contractor shall ensure that all on-site contractor work at CSCS is in accordance with the local commands Occupational Safety and Health Instruction.

## **C.10 NON-DISCLOSURE AGREEMENTS (NDAs)**

C.10.1 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.

C.10.2 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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 11 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

#### **C.11 MANDATORY REQUIREMENTS**

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

**Requirement 1: Facility Location** - The Offeror shall have a work facility within one-hour of CSCS, Dahlgren, VA.

**Requirement 2: Facility Security Clearance** - The Offeror's facility must be cleared to the **SECRET** level and Level of Safeguarding must be **SECRET**.

**Requirement 3: Personnel Security Clearance** - All Key Personnel are required to have a Clearance at the **SECRET** Level at time of proposal submission. Non key persons who require access to CSCS facilities shall possess a **SECRET** level security clearance prior to contract award. Interim clearances are acceptable.

#### **C.12 MONTHLY PROGRESS REPORT (MPR)**

The Contractor shall submit a MPR, in accordance with CDRL A001, which consists of the following:

- a) The Contract Progress Summary Report. The Contractor shall provide a Contractor Progress Summary Report monthly and the report shall be consistent with Data Acquisition Document Number DI-MGMT-81864.
- b) Comptroller Monthly Report. The Contractor shall provide a Comptroller monthly report as set forth below:
  - 1) Cost Analysis. The Contractor shall provide a monthly cost analysis report of each Work Area (WA) and totals to the CLIN level to the CSCS Comptroller and COR that includes as a minimum: WA title, actual cost incurred to date, fee, Estimate Cost to Completion and Total Cost to Complete for each WA. Total funding, amount expended and remaining funds for each WA shall also be included.
  - 2) Labor Analysis. The Contractor shall provide a monthly labor analysis report of each task area to the CSCS Comptroller and COR that includes as a minimum: WA title, actual man hour expenditure, estimate of man-hours to completion, a summation of actual and estimated hours and Full Time Equivalent (FTE) man hours for each WA. This data shall also be totaled at the CLIN level.
- c) Accounting Classification Reference Number (ACRN) Report. The Contractor shall provide a monthly ACRN report as set forth below:
  - 1) ACRN Analysis. The Contractor shall provide a monthly ACRN analysis report to CSCS Comptroller and COR that includes as a minimum: ACRN, CLIN, Amount Funded per Mod, Total Funded, Amount invoiced, invoiced to date per ACRN, remaining funding and percentage invoiced. Government format will be provided.
  - 2) A comparison with total amount invoiced for the corresponding period per CLIN and explanation for any difference (other than rounding).

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 12 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

### **C.13 LABOR TRIPWIRE JUSTIFICATIONS**

C.13.1 The Contractor shall advise the COR and the Contract Specialist, by e-mail, if the pending addition of any individual (Key or Non-Key) will be at fully burdened 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 Contract Specialist that the request has been approved.

C.13.2 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.13.3 Currently, the fully burdened average labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (prime, subcontractor, or consultant) will work. The Contractor will be advised of any changes to this tripwire level that occur during performance. All Fully Burden Average Labor Rate of \$156/hour or greater shall require the COR and the PCO's review and written approval.

### **C.14 DATA DELIVERABLES**

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

### **C.15 POA&Ms**

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

- a.) Date POA&Ms Submitted
- b.) Work Area/Project Name (and Number when applicable)
- c.) Task Order Number
- d.) POA&Ms Performance Period
- e.) Contractor interfaces
- f.) Program Manager
- g.) Work Area Manager
- h.) Government Interface (COR, ACOR, SME, Technical Lead)
- i.) Work Summary/Description
- j.) Schedule of Events Proposed/Planned to Accomplish Task
- k.) Include a list of planned deliverables and their due dates
- l.) Include a list of issues/risks in meeting the planned tasking/deliverables
- m.) Estimated LOE Required
- n.) Include the LOE Estimated to perform for the period
- o.) Include schedules/plans for obtaining additional personnel if applicable
- p.) Include identification of subContractor as appropriate
- q.) Estimated Cost
- r.) Include all cost (management, support, travel, labor, relocations) and all fees for that task area for the period. Each POA&Ms shall be signed by the Contractor (Program Manager and Work Area Level Manager) and shall have a signature block for approval from the Task Order Subject Matter Expert (SME) and COR.

### **C.16 FACILITY ACCESS/GOVERNMENT PROVIDED SPACE**

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 13 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

C.16.1 Facility Access - Performance of this Task Order will require the Contractor to have access to CSCS/ATRC and NSWCDD facilities. The Contractor shall comply with such procedures as are established for each of the facilities. The Contractor shall utilize certain Government controlled Information Technology (IT) equipment.

C.16.2 Government furnished space will be provided for Contractor personnel at the following location. Further changes for these requirements will be specified by contract modification. Space is provided for all personnel under this requirement excluding the Program Manager, Engineer, and Configuration Management. Space for the Sr. Operator will be provided to support the CSCS Dam Neck location.

---

### **C.17 IN-PROGRESS REVIEW (IPR)**

The Contractor shall prepare an IPR 90 days after contract award and every 180 days thereafter, to be held at a location mutually agreed upon by the Contractor, COR, and PCO. The Contractor's IPR presentation shall contain at a minimum, the following information in viewgraph form (CDRL A006):

- a.) Contract Number, Period of Performance, Total Value.
- b.) An organization chart listing all personnel who are currently working under the contract. The chart shall show areas of responsibility and lines of control. The chart shall include and identify subContractor personnel.
- c.) Reference each WA numerically and describe each task completed or currently being performed. Include a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts.
- d.) A graphic depiction of planned and actual labor hours to date, along with planned hours to complete contract requirements. Potential under runs or overruns should be noted and explained.
- e.) A graphic depiction of planned, invoiced, and actual dollar expenditures, along with planned expenditures to complete. Potential under runs or overruns should be noted and explained.
- f.) Identification of any administrative problems encountered in performance of the contract.

### **C.18 SKILLS AND TRAINING**

C.18.1 The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

C.18.2 Notwithstanding the above, it is understood that the Government may order services requiring knowledge and skills of a newly emergent technology. The PCO may, on a case-by-case basis, authorize the expenditure of Government funds for the training of Contractor personnel.

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

In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 14 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

#### **C.21 NON-PERSONAL SERVICES/ INHERENTLY GOVERNMENTAL FUNCTIONS**

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 PCO immediately in accordance with the FAR clause 52.243-7.

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 CONTROL OF CONTRACTOR PERSONNEL**

The Contractor shall comply with the requirements of NAVSEA and CSCS 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.23 CONTRACT PERSONNEL ADMINISTRATION**

When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing badge identifications and sign



CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 15 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program /project managers shall be clearly identified and known as such by Government employees. As circumstances permit, frequent (at least monthly) meetings are conducted between the COR and the Contractor organization program manager/project manager.

#### **C.24 IDENTIFICATION BADGES**

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

#### **C.25 POST AWARD MEETING**

A Post Award Meeting with the successful Offeror will be conducted within 15 working days after award of the contract. The Contractor will be given at least five working days' notice prior to the date of the meeting by the PCO. 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.26 SHIPBOARD PROTOCOL**

C.26.1 This tasking involves platform engineering and fleet support onboard ships/vessels. As such, the Contractor shall assure that shipboard protocol is stringently followed. Specifically, visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to arrive at the designated ship/vessel.

C.26.2 The Contractor shall obtain and maintain specialized training (i.e. nuclear awareness, safety, quality control, working aloft, working with high voltage and tag-outs, etc.) and certification.

C.26.3 The Contractor personnel performing on board U.S. Navy Ships shall have at least a Secret Security Clearance. If not led by a government representative the Contractor shall designate a team lead. The designated team lead shall, upon arrival, brief the Commanding Officer or designated representative as to the purpose of the visit and expected duration. The designated team lead shall, upon final departure, debrief the Commanding Officer or designated representative as to the success of the tasking and the restoration ship's equipment and spaces to operational readiness are to the Commanding Officers satisfaction.

C.26.4 The Contractor shall ensure its assigned personnel adhere to these requirements and procedures when performing shipboard tasking:

- 1) Shall conform to the rules and regulations of the ship.
- 2) Shall conform to Ship Alarms, both actual or drill.
- 3) Shall observe Safety Tag Outs & shall use PPE, hardhats, safety shoes, goggles, safety harnesses, etc. provided by the Contractor for each individual Contractor assigned.
- 4) Shall have the capability to ascend and descend vertical ladders to and from the highest points of the ship both pier side and while underway
- 5) Shall have the capability to stand; walk; climb stairs; balance; stoop; kneel; crouch or crawl around and lift a maximum of 50 lbs. (single person) in the shipboard test environment.
- 6) Shall not bring hazardous materials (HAZMAT) aboard ship without prior approval from the

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 16 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ship's command.

C.26.5 The Contractor shall be medically screened and comply with COMUFLTFORCOM/COMPACFLT INSTRUCTION 6320.3B dated 7 April 2014 regarding the medical and dental screening of all personnel that may embark aboard any U.S. Navy vessel.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

**HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)**

Officers, employees and associates of other prime Contractors with the Government and their

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 17 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

sub-Contractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, and be permitted, within the plant and on the vessel(s) to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

#### **HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA)(DEC 2005)**

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring sub-Contractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 18 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or sub-Contractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all sub-Contractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

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

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

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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 19 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

#### **HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) (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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 20 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 Order 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 re-competition for those systems, components, or services furnished pursuant to this order. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the Contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

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

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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 21 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

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

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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 22 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## 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) task order number
- (4) sponsor:

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

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

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

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

\* To be completed at the Task Order level, when applicable.



CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 23 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

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

### **E.1.2 HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

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

### **E.1.3 HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

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

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

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

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

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

### **E.3.1 PURPOSE**

E.3.1.1 This Quality Assurance Surveillance Plan is a Government-developed and applied document used to make sure the systematic quality assurance methods are used in the administration of this performance-based contract. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the Task Order.

E.3.1.2 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the PWS and the contractor's Quality Control Plan (QCP), and to ensure that the Government pays only for the level of services received.

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

### **E.3.2 AUTHORITY**

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

### **E.3.3 PERFORMANCE MANAGEMENT APPROACH AND STRATEGY**

E.3.3.1 The PWS structures the acquisition around "what" service or quality level is required, as

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 24 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

opposed to “how” the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken to monitor and manage the contractor’s performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

E.3.3.2 Performance management represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the contractor flexibility to continuously improve and innovate over the course of the Task Order as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

E.3.3.3 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor’s own 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.3.3.4 The Government will assess performance using CPARS to determine how the contractor is performing against communicated performance objectives. The CPAR assesses a contractor’s performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <http://www.cpars.csd.disa.mil/cparfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. CPAR performance expectations will be addressed in the Government and contractor’s initial post-award meeting. Potential sources of data may include the following:

- Status and progress reviews
- Production and management reviews
- Management and engineering process reviews (e.g. risk management, requirements management, etc.)
- Cost performance reports and other cost and schedule metrics
- Other program measures and metrics such as:
  - Measures of progress and status of resources
  - Measures of deliverable timeliness and accuracy
  - Measures of product quality and process performance

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 25 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Fleet and sponsor feedback/comments and satisfaction ratings
- Systems engineering and other technical progress reviews
- Technical interchange meetings
- Physical and functional configuration audits
- Quality reviews and quality assurance evaluations
- Functional performance evaluations
- Subcontract Reports

E.3.3.5 A preliminary CPARS evaluation/rating will be accomplished as noted in paragraph E.5 Schedule, below. The purpose of this review is to determine whether the contractor is performing at least at a Satisfactory level for each major element assessed using Table 1. This methodology will be utilized as an important factor in determining whether to exercise Option 1 under the Task Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

## **E.4 ROLES AND RESPONSIBILITIES**

### **E.4.1 Procuring Contracting Officer**

E.4.1.1 An individual duly appointed with the authority to enter into contracts and make related determination and findings on behalf of the Government. The PCO for this Task Order is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. PCOs are designated via a written warrant, which sets forth limitations of their respective authority.

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

### **E.4.2 Contract Specialist**

E.4.2.1 Assigned by the PCO to provide daily administration of the Task Order.

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

### **E.4.3 Contracting Officer's Representative**

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

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

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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 26 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

#### **E.5 SCHEDULE**

E.5.1 The initial QASP evaluation will be finalized no later than the end of month either eight of the Base period. QASP evaluations for the option period shall follow the same schedule described in this section. In order to accomplish this, the following schedule applies:

E.5.2 Contractor Self-Assessment (written) due to the PCO and the COR no later than the end of month seven of the period of performance based on the first six months of support for the Base period and each 12 month period thereafter. Failure of the contractor to make a timely delivery will be viewed as the contractor's overall inability to comply with Contract schedules.

E.5.3 COR Written Assessment due to the PCO no later than the end of week two of month eight of the period of performance.

E.5.4 Week four of month eight 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.6.0 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS**

E.6.1 Table 1 provides the Overall Performance Ratings. Table 2 provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

E.6.2 The overall performance ratings and standards are included in Table (1), "Overall Performance Ratings". If the contractor meets the required service or performance level, the contractor will receive positive preliminary QASP and CPARS ratings. If the contractor fails to meet the required performance level, the result will be negative QASP and CPARS ratings.

E.6.3 If the contractor fails to meet the required performance level based on the preliminary review conducted in accordance with Section E.5 Schedule above, the Government **may not** exercise the next Option period under the Task Order. To meet the required performance level, the contractor must receive at least a Satisfactory rating (see Table 1) for each of the five major elements that are evaluated (Task Performance, Staffing, Customer Satisfaction, Management Performance, and Cost Management and Efficiency) for the performance period being evaluated.

#### **E.7 METHODOLOGIES TO MONITOR PERFORMANCE**

##### **E.7.1 Surveillance Techniques**

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

- Random monitoring
- 100% Inspection

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 27 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Periodic Inspection

- Customer Feedback

## E.7.2 Customer Feedback

E.7.2.1 The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

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

## E.8 QUALITY ASSURANCE DOCUMENTATION

### E.8.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in Table 1.

### E.8.2 Monitoring System

The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using preliminary CPARS. Formal CPARS evaluations shall be conducted on an annual basis. Preliminary CPARS evaluations will be accomplished in accordance with paragraph E.5 Schedule.

**Table 1 – Overall Performance Rating**

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

**Table 2 – Task Performance Evaluation Criteria and Standards**

ELEMENT	UNSATIS-FACTORY	MARGINAL	SATIS-FACTORY	VERY GOOD	EXCEPT IONAL
<b>I. Task Performance</b>					
Timeliness	Contractor frequently misses deadlines, or is slow or non-responsive to respond to Government requests.	Contractor occasionally misses deadlines, schedules or is slow or occasionally non-responsive to respond to Government requests.	Contractor routinely meets deadlines, schedules, quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivers early and responds immediately to Government requests.	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to Government requests.
Quality	Deliverables are typically not well researched and contain many technical inaccuracies. Rework is frequently required.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally required.	Deliverables received are well researched, complete and technically accurate. No more than one (2) revisions are typically needed to accept the item. Other deliverables meet all Contract requirements.	Data Deliverables received are well researched, complete and technically accurate. Other deliverables meet all Contract requirements.	Data Deliverables received are always well researched, complete and technically accurate. They frequently exceed technical expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
<b>II. Staffing</b>					

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

**III. Customer Satisfaction**

	Fails to meet customer expectations	Contractor occasionally fails to meet customer expectations.	Meets customer expectations.	Routinely meets or occasionally exceeds customer expectations.	Exceeds customer expectations.
--	-------------------------------------	--	------------------------------	--	--------------------------------

**IV. Management Performance**

Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the contractor takes corrective action without Government involvement.
--------------------	--	---	--	---	---

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 30 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Responsive- ness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.
Communi- cation	Contractor fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner and it frequently proactive in managing communications.	Contractor takes proactive approach such that communications are almost always clear, effective and timely.

**V. Cost Management & Efficiency**



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

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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 33 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	11/5/2014 - 11/4/2015
7001AA	11/5/2014 - 11/4/2015
7001AB	11/5/2014 - 11/4/2015
7001AC	11/5/2014 - 11/4/2015
7100	11/5/2015 - 11/4/2016
7101AA	11/5/2015 - 11/4/2016
9000	11/5/2014 - 11/4/2015
9001AA	11/5/2014 - 11/4/2015
9001AB	11/5/2014 - 11/4/2015
9101AA	11/5/2015 - 11/4/2016

### CLIN - DELIVERIES OR PERFORMANCE

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

7000	11/5/2014 - 11/4/2015
7001AA	11/5/2014 - 11/4/2015
7001AB	11/5/2014 - 11/4/2015
7001AC	11/5/2014 - 11/4/2015
7100	11/5/2015 - 11/4/2016
7101AA	11/5/2015 - 11/4/2016
9000	11/5/2014 - 11/4/2015
9001AA	11/5/2014 - 11/4/2015
9001AB	11/5/2014 - 11/4/2015
9101AA	11/5/2015 - 11/4/2016

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

9100	11/5/2015 - 11/4/2016
------	-----------------------

Services to be performed hereunder will be provided at CSCS/ATRC, Bldg 1520, Dahlgren, VA.

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 34 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### G.1 ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the 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 FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS in accordance with (DFARS) PGI 204.7108 (d) (1) "Line Item Specific: Single Funding" INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS the following payment instructions apply to this task order:

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

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

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

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

(\* ) - To be identified at time of award.

#### Procuring Contracting Officer (PCO):

- (a) Name:  
Code:  
Address: Naval Surface Warfare Center, Dahlgren Division  
17632 Dahlgren Road  
Dahlgren, Virginia 22448-5110  
Phone:  
E-mail: \_\_\_\_\_

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 35 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

Contract Specialist:

(a) Name:  
Code:  
Address: Naval Surface Warfare Center, Dahlgren Division  
17632 Dahlgren Road  
Dahlgren, Virginia 22448-5110  
Phone:  
E-mail: \_\_\_\_\_

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

Administrative Contracting Officer (ACO)

(a) Name:  
Code:  
Address: DCMA Baltimore  
Phone:  
E-mail: \_\_\_\_\_

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

Contracting Officers Representative (COR):

(a) Name:  
Code:  
Address: 5395 First Street, Dahlgren, VA 22448-5200  
Phone:  
E-mail:

(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: 5395 First Street, Dahlgren, VA 22448-5200  
Phone:  
E-mail: \_\_\_\_\_

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 36 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher

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

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

N00178

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 37 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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>	
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S2101A
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	S2101A
Other DoDAAC(s)	Not Applicable

\*\* To be provided in the award document

(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 Admin@navy.mi](mailto:DLGR_NSWC_WAWF_Admin@navy.mi).

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

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

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis,

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 38 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

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

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

The following subcontractors are approved on this Task Order:  
(To be completed at time of award.)

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

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

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

##### **(b) Training**

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

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

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

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



CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 39 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Accounting Data

SLINID	PR Number	Amount
7001AB	1300460920	
LLA :		
AA 1751804 22M8 252 3596A 0 068566 2D XMC002 3596A5GSTAHQ		
Standard Number: N3596A15WXMC002		

9001AB		
LLA :		
AA 1751804 22M8 252 3596A 0 068566 2D XMC002 3596A5GSTAHQ		
Standard Number: N3596A15WXMC002		

BASE Funding  
Cumulative Funding

MOD 01 Funding  
Cumulative Funding

MOD 02

7001AB	130046678600001	
LLA :		
AA 1751804 22M8 252 3596A 0 068566 2D XMC002 3596A5GSTAHQ		
Standard Number: N3596A15WXMC002		

MOD 02 Funding  
Cumulative Funding

MOD 03

7001AB	130046678600002	
LLA :		
AA 1751804 22M8 252 3596A 0 068566 2D XMC002 3596A5GSTAHQ		
Standard Number: N3596A15WXMC002, ACRN: AB		

MOD 03 Funding  
Cumulative Funding

MOD 04

7001AC	130047864100001	
LLA :		
AB 1751804 8M4K 252 VUS00 0 050120 2D 000000 A00002729122		
MOD 4-ACRN AB-1300478641		

MOD 04 Funding  
Cumulative Funding

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 40 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the PWS, the Government desires Key Personnel with the appropriate experience and professional development qualifications. Key Personnel qualification levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled "NAVSEA 5252.237-9106 Substitution of Personnel. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

(a) Experience – The desired experience for each Key Labor Category must be related to the tasks and programs listed in the PWS. General experience in engineering, computer science, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the PWS is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below).

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offers' ability to perform the task 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. DoD 8570 Directive Certifications are required for this Task Order.

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

(d) Two groups of personnel will support this Task Order - Key Personnel and Non-key Personnel.

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

Post Award - Based on the Key Labor Category Desired Qualifications listed below and the PWS, the contractor shall elect and manage the workforce supporting this Task Order. 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.2 KEY PERSONNEL – DESIRED QUALIFICATIONS

#### H.2.1 Program Manager

a. Ten (10) years experience in Combat System engineering and operations.

b. Also, five (5) years demonstrated qualities of leadership and responsibility in DoD Contract Program Management, and demonstrated responsibility for directing a multi-disciplined team of technical experts to produce a product within cost, schedule and time constraints.

#### H.2.1.1 Senior Field Engineer

a. Six (6) years experience in AEGIS Combat System engineering development to include design, development, test and evaluation, lifetime support maintenance, configuration management, and tactical training.

b. Also, two (2) years Network/System Administration experience in developing and maintaining Local Area Networks (LAN). Demonstrated ability to develop and review combat system elements of

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 41 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

design, acquisition and installation plans.

#### H.2.1.2 Senior Exercise Developer

- a. Four (4) years experience in Combat Systems shipboard experience including two (2) deployments as CIC watch stander.
- b. Also, at least four (4) years experience in developing multi-threat, multi-war force scenarios in JSAF and ASTATS/NGS.

#### H.2.1.3 Senior Operator

- a. Two (2) years experience in Combat Systems shipboard experience including one (1) deployment as CIC watch stander.
- b. Also, at least two (2) years experience in computer systems operations (Microsoft).

### H.2.2 NON- KEY PERSONNEL - DESIRED QUALIFICATIONS

The Contractor shall provide Non-key Personnel who meet or exceed the minimum qualification provided below.

#### H.2.2.1 Exercise Developer

- a. Combat Systems shipboard CIC experience including two (2) years experience in deployments as CIC watch stander.
- b. Also, at least two (2) years experience in developing multi-threat, multi-war force scenarios in JSAF and or ASTATS/NGS.

#### H.2.2.2 Engineer

- a. Three (3) year experience in AEGIS Combat System engineering development to include design, development, test and evaluation, lifetime support maintenance, configuration management, and tactical training.
- b. Ability to develop and review combat system elements of design, acquisition and installation plans.

#### H.2.2.3 Configuration Management Specialist

- a. Two (2) years experience in supporting technical documentation, baseline and change configuration items.
- b. Maintain data and information, audit results and provide support to Configuration Management Boards.

### H.3 DdI-H11 CHANGES IN KEY PERSONNEL

(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) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions 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;

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 42 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution ; and
- (5) 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.
- (c) The Contracting Officer shall also receive written notification if no substitution is being requested. This notification shall include (1) the name of the initial person proposed; and (2) the reasons why the individual is not being made available to perform under the task order to the extent proposed.
- (d) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (e) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
- (f) Requests for post award approval of replacement key personnel should be submitted via email. Email submissions shall be made simultaneously to the Contract Specialist, the COR and the Subject Matter Expert (SME). Electronic notification via email from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

#### **H.4 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

- (a) Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Contracting Officer's Representative (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.5 RESUME FORMAT AND CONTENT REQUIREMENTS**

RESUME FORMAT AND CONTENT: In order to facilitate evaluation, all resumes shall contain the following minimum information:

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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 43 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- If the individual is key on another contract with a period of performance that will overlap this requirement, note plans to satisfy both contracts if the Offeror is selected for award.
- Chronological Work History/Experience Show experience and date(s) as follows:

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

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

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

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

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

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

(g) Gaps in experience shall be avoided.

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

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

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

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

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

(j) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Solicitation N00024-14-R-3221 by \_\_\_\_\_ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

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

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

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

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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 44 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## H.6 Ddl-H40 FUNDING PROFILE

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

CLIN	CFFF	Funds this Action	Previous Funding	Total Funding	Unfunded	Funded Hours
Base						
7001						
9001						
<b>Total Base</b>						
Option 1						
7101						
9101						
Total Option 1						
<b>Total Contract</b>						

## H.7 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	Est Cost	Fixed Fee	Total	Funded Hrs	Thru Date/ Est Months
Base					
4000					
6000					
Total Base					
Option 1					
4100					
6100					
Total Option 1					
<b>Total</b>					

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

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

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

## H.8 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.

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 45 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.

	Total Labor Hours	Compensated	Uncompensated
Base Year (CLIN 7001)			
Option 1 (CLIN 7101)			

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately \_\_\_ 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 under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to \_\_\_ 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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 46 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

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

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

Annual Labor Escalation:

Maximum Pass-Thru Rate:

Other: Target Fixed Fee Rate:

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

#### **H.11 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52-219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52-219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A0 CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19 of the basic contract.

#### **H.12 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)**

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

(b) General.



CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 47 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

### **H.13 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, on-site Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

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

### **H.14 LABOR TRIPWIRE JUSTIFICATIONS**

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

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

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

### **H.15 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION**

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 48 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**(JAN 2008)**

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

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

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

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

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

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 49 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE

- 52.203.16 Preventing Personal Conflicts of Interest(DEC 2011)
- 52.204-99 System for Award Management Registration Deviation (AUG 2012)
- 52.222-40 Notification of Employees Rights under the National Labor Relations Act (DEC 2010)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 252.204-7007 Annual Representations and Certifications, Alternate A (MAY 2013)

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

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

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

#### 52.216-8 FIXED FEE (JUN 2011)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed 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 fixed 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.

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

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

ITEM(S)	LATEST OPTION EXERCISE DATE
7000,9000	Within the first 12 months after task order performance begins.
7001,9001	After the first 12 months of task order performance and no later than 24 months after task order performance begins.

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 50 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 two (2) 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.

#### **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,

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 51 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

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

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

(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.

#### **252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)**

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

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

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

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

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

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 52 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

\$50,000 per foreign military sale case.

CONTRACT NO. N00178-14-D-7959	DELIVERY ORDER NO. 0002	AMENDMENT/MODIFICATION NO. 04	PAGE 53 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirement List

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

Attachment J.2 - Contracting Officer's Representative

Attachment J.3 - Alternate Contracting Officer's Representative

### **Distribution List:**

---

---

---

---

---

---

---

---

---

---

---