

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
VPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
453. EFFECTIVE DATE
21-Sep-20184. REQUISITION/PURCHASE REQ. NO.
See Section G5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00178

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC, DAHLGREN DIVISION
17632 Dahlgren Road Suite 157
Dahlgren VA 22448-5110DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

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

Lockheed Martin Corporation
9500 Godwin Drive
Manassas VA 20110

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4079-0022

10B. DATED (SEE ITEM 13)

11-Mar-2015

CAGE CODE
52088

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

[]

[] 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).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)
Unilateral Modification Pursuant to FAR 52.232-22

E. IMPORTANT: Contractor [X] 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

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

21-Sep-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to add an increment of funds in the amount of \$357,247. Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

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

The total value of the order is hereby increased

A conformed copy of this Task Order is attached to this modification for informational purposes only.
STUB ID: 11509

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	D301	Base Year Labor: Engineering and Activation Support IAW Section C, PWS. Ceiling has moved to 7001. (Fund Type - TBD)					\$0.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001							\$0.00
7001AB	D301	Incremental Funding for Labor					\$0.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AC	D301	Incremental Funding for Labor					\$0.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7001AD	D301	Incremental Funding for Labor					\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7010	D301	Base Year Labor				\$4,100,467.00	
		Engineering and Activation Support IAW Section C, PWS.					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
701001	D301	Increment of Funds PEO					
701002	D301	Increment of Funds PEO					
701003	D301	Increment of Funds PEO					
701004	D301	Increment of Funds PEO					
701005	D301	Increment of Funds PEO					
701006	D301	Increment of Funds PEO					
701007	D301	Increment of Funds PEO					
701008	D301	Increment of Funds to support CEC					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		AECU SOW C.4 10 U.S.C 2410 (a)					
701009	D301	Incremental funding to support SOW C.4					
701010	D301	MOD 08					
701011	D301	MOD 09					
7011	D301	Base Year Labor				\$53,001.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
701101	D301	Increment of Funds PEO IWS					
7020	D301	Base Year Labor				\$600,000.00	

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
702001	D301	Increment of Funds					
702002	D301	Incremental funding to support SOW C.4					
7021	D301	Base Year Labor				\$760,000.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
702101	D301	Increment of Funds					
702102	D301	2410(a) Authority is hereby invoked. Incremental Funding for PMS 339					
702103	D301	2410(a) Authority is hereby invoked. Incremental funding to support SOW C.4.8.6.3					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
702104	D301	MOD 08					
702105	D301	MOD 12					

For Cost Type / NSP Items

7099	Base Year Data for CLIN 7000 - In accordance with the PWS in Section C	1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7100	D301	Option Year 1 Labor: Engineering and Activation Support IAW Section C, PWS. (Fund Type - TBD)				\$6,050,084.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
710001	D301	MODIFICATION 14, PERIOD OF PERFORMANCE EXTENSION, INCREMENTAL FUNDING FOR ATRC, AWS, AND ACS					
710002	D301	MOD 14, INCREMENTAL FUNDING NBSD DESIGN SUPPORT					
710003	D301	MOD 15, INCREMENTAL FUNDING FOR AEGIS					

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Item	PSC	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
710004	D301	MOD 15, INCREMENTAL FUNDING FOR CIAT				
710005	D301	MOD 17 INCREMENTAL FUNDING, 10 USC 2410a authority is being invoked				
710006	D301	MOD 17 INCREMENTAL FUNDING				
710007	D301	MOD 17 INCREMENTAL FUNDING 10 USC 2410a authority is being invoked				
710008	D301	MOD 18 INCREMENTAL FUNDING 10 USC 2410a authority is being invoked				
710009	D301	MOD 19				
710010	D301	MOD 19				
710011	D301	MOD 19				
710012	D301	MOD 19				
710013	D301	MOD 19				

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Item	PSC	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
710014	D301	MOD 19				
710015	D301	MOD 20				
710016	D301	MOD 22				
710017	D301	MOD 23				
710018	D301	MOD 24				

For Cost Type / NSP Items

7199	Option Year 1: Data for CLIN 7100 - IAW the PWS in Section C	1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
7200	D301	Option Year 2 Labor: Engineering and Activation Support IAW Section C, PWS. (Fund Type - TBD)			\$6,699,626.00	
		Max Fee				
		Min Fee				
		Government Overrun Share Line				
		Government Underrun Share Line				

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Item	PSC	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
720001	D301	MOD 26				
720002	D301	MOD 28				
720003	D301	MOD 28				
720004	D301	MOD 28				
720005	D301	MOD 28				
720006	D301	MOD 29				
720007	D301	MOD 29				
720008	D301	MOD 30				
720009	D301	MOD 31				
720010	D301	MOD 32				

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Item	PSC	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
720011	D301	MOD 32				
720012	D301	MOD 32				
720013	D301	MOD 32				
720014	D301	MOD 32				
720015	D301	MOD 33				
720016	D301	MOD 33				
720017	D301	MOD 33				
720018	D301	MOD 34				

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Item	PSC	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
720019	D301	MOD 35				
720020	D301	MOD 35				
720021	D301	MOD 36				
720022	D301	MOD 38				
720023	D301	MOD 38				
720025	D301	MOD 39				

For Cost Type / NSP Items

7299	Option Year 2: Data for CLIN 7200 - IAW the PWS in Section C	1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services Qty	Unit	Target Cost	Target Fee	CPIF
7300	D301	Award Term 1 Labor: Engineering and Activation Support IAW Section C, PWS. (Fund Type - TBD)			\$6,864,486.00	
		Max Fee				
		Min Fee				
		Government Overrun Share Line				
		Government Underrun Share Line				
730001	D301	MOD 40				

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
730002	D301	MOD	40				
730003	D301	MOD	40				
730004	D301	MOD	41				
730005	D301	MOD	41				
730006	D301	MOD	41				
730007	D301	MOD	42				
730008	D301	MOD	43				
730009	D301	MOD	44				
730010	D301	MOD	44				
730011	D301	MOD	45				

For Cost Type / NSP Items

7399	Award Term 1: Data for CLIN 7300 - IAW the PWS in Section C	1.0	LO	NSP
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For Cost Type Items:

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7400	D301	Award Term 2 Labor: Engineering and Activation Support IAW Section C, PWS. (Fund Type - TBD) Option					\$7,043,904.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For Cost Type / NSP Items

7499		Award Term 2: Data for CLIN 7400 - IAW the PWS in Section C				1.0	LO	NSP
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	D301	Base Year ODCs: Engineering and Activation Support IAW Section C, PWS. Ceiling has moved to 9001. (Fund Type - TBD)	1.0	LO	\$0.00
9001					\$0.00
9001AC	D301	ODC in support of CLIN 7001 (Fund Type - OTHER)	0.0	LO	\$0.00
9010	D301	Base Year ODCs	1.0	LO	\$390,102.00
901001	D301	Increment of Funds PEO IWS			
901002	D301	Increment of Funds PEO IWS			
901003	D301	Increment of Funds PEO IWS			
901004	D301	MOD 09			
9020	D301	Base Year ODCs	1.0	LO	\$154,932.00
902001	D301	Increment of Funds			
902002	D301	Increment of Funds to support SOW C.4			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9021	D301	2410(a) Authority is hereby invoked.	1.0	LO	\$50,000.00
902101	D301	2410(a) Authority is hereby invoked.			
902102	D301	MOD 12			
9100	D301	Option Year 1 ODCs: Engineering and Activation Support Section C, PWS. (Fund Type - TBD)	1.0	LO	\$757,289.00
910001	D301	INCREMENTAL FUNDING MOD 14			
910002	D301	MOD 15			
910003	D301	MOD 17			
910004	D301	MOD 19			
910005	D301	MOD 20			
910006	D301	MOD 23			
910007	D301	MOD 24			
9200	D301	Option Year 2 ODCs: Engineering and Activation Support Section C, PWS. (Fund Type - TBD)	1.0	LO	\$1,045,782.00
920001	D301	MOD 26			
920002	D301	MOD 28			
920003	D301	MOD 28			
920004	D301	MOD 28			
920005	D301	MOD 29			
920006	D301	MOD 30			
920007	D301	MOD 32			
920008	D301	MOD 33			
920009	D301	MOD 39			
9300	D301	Award Term 1 ODCs: Engineering and Activation Support Section C, PWS. (Fund Type - TBD)	1.0	LO	\$978,485.00
930001	D301	MOD 40			
930002	D301	MOD 40			
930003	D301	MOD 40			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
930004	D301	MOD 43			
9400	D301	Award Term 2 ODCs: Engineering and Activation Support IAW Section C, PWS. (Fund Type - TBD) Option	1.0	LO	\$969,907.00

NOTE 1: LABOR HOURS (HR)

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

NOTE 2: OPTION CLAUSE

Option to Extend the Term of the Contract Clause in Section I applies to the option CLINs.

NOTE 3: AWARD TERM

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

NOTE 4: NOT SEPARATELY PRICED

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

B.1 USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

B.2 TYPE OF ORDER

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

Items in the 7xxx series are cost plus incentive fee and Not Separately Priced (NSP) type.

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

B.3 ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort, estimated cost or incentive fee of the Task Order.

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

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

B.5 INCENTIVE FEE INSTRUCTIONS

Note: Upon award, the successful Offeror's proposed Minimum Fee percentage, Maximum Incentive Fee percentage

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CLAUSES INCORPORATED IN FULL TEXT:

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 PAYMENTS OF FEE(S) (LEVEL OF EFFORT-ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this task order, "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(s) 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.

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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 daily local travel costs:

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

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

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

In order for an expense category to be allowed as a direct charge under the resulting task order, it must be identified in the proposal and be priced in the applicable CLIN. The proposed ODC shall specify the paragraph in the PWS that requires the ODC as a direct charge. This requirement applies equally to both the prime contractor and all proposed subcontractors/team members.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C.1 BACKGROUND

The Sites Planning Agent (SPA) is chartered with the responsibility to provide facility activation Planning, Engineering, and Acquisition expertise, serving as the "impartial advisor" primarily for the AEGIS, AEGIS Ballistic Missile Defense, and Shore Based Training programs. Activation of shipboard systems in support of Element Test, System Test, Certification and Training in a land based environment presents unique integration and engineering challenges. Expertise with weapon and combat systems-level engineering, to integrate these shipboard systems into Land Based Test and Training Sites (LBTTS), is the responsibility of the Sites Planning Agent. The LBTTS covered under this Performance Work Statement (PWS) include the following Aegis Training & Readiness Center (ATRC), Integrated Warfare Systems Laboratory (IWSL), and Surface Combat System Center (SCSC). Commonality of systems, resource/equipment limitations, equipment modernization, and opportunities for the cross-connection of equipment between shipboard programs/facilities are focus areas for the Sites Planning Agent. Shipboard combat and weapons systems being engineered across the classes include Commercial-Off-The- Shelf (COTS) common computing architecture/processing plants, new and enhanced radars, new missiles and launchers, enhanced display systems and ship decision centers. It is the SPA's mission to search for and implement common engineering and integration solutions to lower overall programmatic acquisition, engineering, integration, and life cycle costs.

C.2 SCOPE

The Contractor shall perform: system engineering, design, integration, facility activation, analysis, prototype development, alteration change updates, computer program support, and technical management tasks. Focus areas include the AN/SPY-1 Radar, the AEGIS Weapon System Core Computing plant and display systems, AEGIS simulation/discrimination systems, and facility switching systems. The Contractor shall provide engineering and activation support related to new construction, modernization, research and development missions, and life cycle support modifications for AEGIS CG and DDG class ships, their associated capabilities, and other ship classes/programs referenced herein primarily in relation to land based test sites. The Contractor shall provide semi-Annual In-Process Reviews are required to gauge progress and solicit feedback on this effort.

C.3 APPLICABLE DOCUMENTS

Training System Installation Plan Phase 1 & 2 per OPNAV INST 1110.2, see Attachment J.12.

Standard Operating Procedures for Submission of Cable, Material, and Fabrication Projects to UNICOR Memphis via the Sites Planning Agent (SPA) 10 September 2013, Rev. 13, see Attachment J.13.

MIL-HBK-831A: Department of Defense Handbook Preparation of Test Reports, see Attachment J.14.
National Industrial Security Program Operating Manual (NISPOM), dated Feb 2006, see Attachment J.15.

C.4 REQUIREMENTS

C.4.1 The Contractor shall provide the engineering support necessary for planning, design, development, system integration, testing, production and life cycle support in order to activate, maintain, and modernize LBTTS. Due to criticality of associated LBTTS schedules as driven by the user, the contractor must possess the ability to solicit timely support from the Combat System Design Agent (CSDA) / Combat System Engineering Agent (CSEA) without delay and added cost to the Government.

C.4.2 The Contractor shall assist the Government in the identification and development of the land-based facility requirements to support Lifecycle Systems Engineering and baseline development, certification and training.

C.4.3 The Contractor shall assist in the development of facilities modernization plans for the AEGIS Land Based Test Sites. This plan shall be developed by utilizing existing and in-process Navy site planning documents and the results of previous site planning studies. (CDRL B001 and B002)

C.4.3.1 The Contractor shall assess the need for additional support study efforts and provide written recommendations made to the Government. (CDRL A003)

C.4.4 The Contractor shall assist in defining design improvements, as part of modernization, for the equipment/computer program environments existing at the AEGIS Land Based Test Sites. The Contractor shall assist in defining site modifications for equipment additions/deletions including simulation systems, computer program/firmware, infrastructure support systems and configuration reviews for the support of combat system integration and/or modernization and/or facility de-activation. Results shall be documented and delivered in accordance with Training System Installation Plan Phase 1 & 2 per OPNAV INST 1110.2. Written comments and recommendations shall be provided via CDRLs as applicable. (CDRL B001, B002, B003, B004 and B005)

C.4.5 The Contractor shall participate in formal and informal system engineering design reviews, in process reviews, and technical interchange meetings to evaluate design alternatives and baseline disclosures in support of Land Based Test Site missions. (CDRL A007)

C.4.6 The Contractor shall provide system, integration, and test engineering support for the installation/test of new equipment into land based facilities, including developing and delivering test plans and test reports. (CDRLs A004 and A005)

C.4.7 The Contractor shall identify and procure installation material and documentation associated with combat/weapon system (cables, HVAC equipment, room arrangements, etc.) upgrades as they are related to installation, activation and troubleshooting services.

C.4.8 The Contractor shall evaluate and prepare an assessment report of Combat System and Weapon System configurations and upgrades using information obtained from planning meetings, Configuration Definition Documents (CDDs), the Sites Requirements Planning Basis (SRPB), Program Executive Office/Program Directive design disclosure meetings and evaluation of engineering initiative projects. (A003)

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C.4.8.1 The Contractor shall develop long range plans, site documents and white papers providing conceptual facility designs for the Navy's Land Based Facilities. (CDRL B007)

C.4.8.1.1 The Contractor shall present conceptual and detailed design data for evaluation relative to the Sites Planning Agent Sites Requirements Planning Basis. (CDRL B001 and B007)

C.4.8.1.2 The Contractor shall analyze risk impacts on facilities and the project and provide a formal written report to the Government. (CDRL A010)

C.4.8.1.3 The Contractor shall work issues/controversies raised when presenting or developing these evaluations and provide proposed solutions to the Government for evaluation. (CDRL A003)

C.4.8.1.4 The Contractor shall provide support in developing LBTTs long range plans.

C.4.8.2 The Contractor shall provide information that the Government may use in developing facility conceptual designs, Preliminary and Approved Baseline Equipment lists (P/ABEL), preliminary and final Requirements Planning Sheets, assisting with strategic planning and space allocation of existing and new spaces, staffing requirements and equipment requirements. The Contractor shall evaluate responses to these Government documents.

C.4.8.3 The Contractor shall provide technical support to the designated sites to develop a sites integration design which shall be presented to the Government in a Preliminary Design Review (PDR) package. (CDRLs B001, A011, A012)

C.4.8.3.1 The Contractor shall provide a list of long lead time equipment procurements. (CDRL B008)

C.4.8.3.2 The Contractor shall develop presentation material and provide meeting minutes. (CDRL A007, A011)

C.4.8.4 The Contractor shall assist the Government with configuration management of the LBTTs equipment and capabilities.

C.4.8.5 The Contractor shall provide technical and engineering support to LBTTs for installation, checkout, and turnover of equipment needed in support of operational development/tactical systems. The Contractor's support shall be in the form of on-site or on-call services.

C.4.8.6 Via collaboration with the Government and CSDA, the contractor shall provide engineering support for Combat Systems, Electrical Integration, Facilities, and Computer Program design/integration. This support is defined in the following paragraphs.

C.4.8.6.1 The Contractor shall:

- Provide Interface Configuration Definitions (Preliminary & Final). (CDRL A003).
- Prepare technical report that contains Site Installation Drawing Diagrams (SIDDs). (CDRL B001)
- Assess Site Impacts including interface simulation requirements, cabling estimates and definitions, and facility impacts such as space, foundations, site switching, HVAC, etc. (CDRL A003)
- Provide Engineering support for Site Activation (INCO, site switching, equipment interfaces and troubleshooting).
- Provide engineering and operational support for post-activation troubleshooting.

C.4.8.6.2 The Contractor shall provide subject matter expertise for Electrical Systems by:

- Providing technical reports which contain Site Combat Systems Cable Run Sheet (CRS) information per Standard Operating Procedures for Submission of Cable, Material, and Fabrication Projects to UNICOR Memphis via the Sites Planning Agent (SPA) 10 September 2013, Rev. 13. (A003)
- Reviewing and incorporating facility engineering change notices and coordination of drafting services.
- Providing Tech Support to Site personnel to interpret drawings & detailed design and support resolution of integration issues.
- Providing Engineering/Tech support primarily to the LBTTs Program Management Office (PMO) for design reviews, tech meetings, and shop order reviews.

C.4.8.6.3 The Contractor shall provide facilities support by:

- Preparing technical reports which define the requirements for integrating new mechanical & electrical systems into existing facility infrastructure. (CDRL B001 and B002)
- Performing and documenting load calculations incorporating new cabinets to determine adequacy of existing building structure. (CDRL B001 and B002)
- Preparing equipment Bills of Material (BOM) for facility modification efforts. (CDRL B006)
- Providing engineering support and develop a site equipment suite sell-off package in conjunction with LBTTs Government personnel. (A003)
- Providing engineering support for resolution of integration problems.
- Providing the necessary material to support LBTTs activation efforts. This material includes items such as equipment foundations, washers, stanchions, tie downs, cable trays, piping, and any other material determined fundamental to completing the activation effort.

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C.4.8.6.4 The Contractor shall provide Computer Program Installation Support by:

- Providing coordination between the CSEA, Lockheed Martin Moorestown, NJ and the LBTTTS for the delivery and installation of Computer Program (CP) and Operating Environment (OE) updates.
- Verify the CP and OE configurations and correct discovered deficiencies.
- Documenting anomalies via the web based Technical Observation Report (TOR) process.
- Assist in the development for testing and verifying operations (including stability) in simulation and live configurations (Tactical, Test and Training Modes). (CDRL A005)
- Providing test reports describing the results of the executed test procedures that shall be prepared in accordance MIL-HBK-831A. (CDRL A006)
- Out brief and provide capabilities and limitations analysis report to LBTTTS personnel. (CDRL A003)

C.4.8.7 – The Contractor shall provide site adaptation data based on measurements provided by the Naval Surface Warfare Center (NSWC) Dahlgren Division and/or other activities. (CDRL A003)

C.5 TRAVEL

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 requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Federal Travel Regulations (FTR) and shall be pre-approved by the COR. Specific travel shall be identified in the POA&M. The following locations are anticipated: Wallops Island, VA, Moorestown, NJ, Washington D.C, SanDiego, CA, Dam Neck, VA, Yokuska, Japan, Pearl Harbor, HI, and Norfolk, VA. The Contractor shall submit travel reports. (CDRL A002)

C.6 GOVERNMENT FURNISHED EQUIPMENT (GFE)

The Government shall furnish two Navy Marine Corps Intranet (NMCI) laptop assets to contractor employees to be used at the contractor's facility in support of W51 Sites Planning Agent Contract. The nature of the contract tasking requires offsite contractors to be able to access Government systems via a NMCI laptop. The Contractor shall provide a GFE status report. (CDRL A008)

C.7 SECURITY

C.7.1 Access to and preparation of classified material shall be in accordance with the DD Form 254 (Attachment J.1). All individuals performing under this task order, are required to have and maintain throughout the life of the contract, as a minimum, a Secret security clearance. Interim clearances are acceptable. All Individuals shall obtain facility and personnel security clearances as required by the Department of Defense Industrial Security Program prior to working on tasks requiring clearances.

C.7.2 The contractor shall require access to Communications Security (COMSEC), Non-SCI Intelligence Information, NATO, and PII information in the performance of this contract to support Configuration and Data Management.

C.7.3 The contractor facility shall possess and maintain a SECRET facility clearance as verified within the Industrial Security Facility Database (ISFD) with SECRET storage capability. The contractor shall be responsible for safeguarding all Government information or property provided for contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be secured as specified.

C.7.4 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 NSWCDD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the contractor's performance rating. In the event that a contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the contractor. NSWCDD Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD254. NSWCDD Security will identify the contractor facility and contract number associated with all electronic spillages during the investigation that involve contractor support. NSWCDD Security will notify the Contracts Division with the contractor facility name and contract number, incident specifics and associated costs for cleanup. 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.7.5 Portable Electronic Devices (PEDs)

Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the

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onsite personnel remain compliant with this PED policy. NSWCDD instruction defines PEDs as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PED's 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 dish drives, and floppy diskettes. Use of personally owned cell phones are for limited texting and phone calls, no camera or other applications may be used.

C.8 HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA)(SEP 1992)

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

Specific titles, frequency, due dates, distribution, and other special requirements may be included in the Plan of Action and Milestones (POA&M). CDRLs shall be delivered electronically unless otherwise stated and while contractor's format is acceptable, Government's approval is required from the COR.

CDRL No.	Title	Data Item Description
A001	Contracting Officer's Management Report	DI-MGMT-81864
A002	Trip/Travel Report	DI-MISC-81943
A003	Technical Report – Study/Services	DI-MISC-80508B
A004	Installation Test Report	DI-QCIC-80512
A005	Test Plans/Test Procedures	DI-SESS-81704
A006	Acceptance Test Report	DI-QCIC-81891
A007	Report, Record of Meeting/Minutes	DI-ADMN-81505
A008	GFE Status Report	DI-MGMT-80269
A009	Conference Agenda	DI-ADMN-81249A
A010	Risk Management Status Report	DI-MGMT-81809
A011	Presentation Material	DI-ADMN-81373
A012	Briefing Material	DI-MGMT-81605
A013	POA&M	n/a
B001	Developmental Design Drawings/Models and Associated Lists	DI-SESS-81002F
B002	Commercial Drawings/Models and Associated Lists	DI-SESS-81003E
B003	Special Inspection Equipment (SIE) Drawings/Models and Associated Lists	DI-SESS-81004E
B004	Software Documentation	DI-IPSC-81756
B005	Specifications and Standards Usage Report	DI-MISC-80749
B006	Price Estimate Methodology Report for Unit of Measure (UM) Price	DI-FNCL-80164
B007	Conceptual Design Drawings/Models	DI-SESS-81001E
B008	Parts List	DI-SESS-81359B

C.9 CONTRACTING OFFICER REPRESENTATIVE's (COR) MANAGEMENT REPORT (CDRL A001)

The Contractor shall provide a monthly progress report electronically in accordance with DI-MGMT 81864 (CDRL A001). This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

C.10 IN-PROGRESS REVIEW (IPR)

The Contractor shall participate in both formal and informal IPRs of work being performed. IPRs may be conducted at the overall Task Order level or for specific work areas. Reviews will be scheduled by the Contractor. At the time the review is scheduled, the Government will communicate the specific purpose of the review and advise the Contractor as to the desired content of the presentation. IPRs will be held approximately every 6 months unless waived by the Government.

C.11 PLAN OF ACTION AND MILESTONES (POA&M)

The Contractor shall develop a POA&M for each work element. The POA&M shall be signed by the Contractor and the Government. The signed POA&M shall be provided electronically to the Contract Specialist, the COR/ACOR, and the appropriate Government Subject Matter Expert within forty-five (45) calendar days after issuance of the order. Thereafter, plans shall be updated bi-annually or as needed for each CLIN. While Contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M. (CDRL A013)

- a. Date POA&M prepared/revised
- b. Work Area (number and title)
- c. Revision number if applicable

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

C.12 RESERVED

C.13 ON-SITE ENVIRONMENTAL AWARENESS

C.13.1 The contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.13.2 The contractor shall ensure that each contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCCD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCCD training coordinator or their COR.

C.13.3 The contractor shall ensure that each contractor employee not required to complete the training described in part (b) above (i.e., those who do not have and will not be issued a CAC) reads the NSWCCD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCCD website, https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office.

C.13.4 Within 30 days of commencing contract performance, the contractor shall certify by e-mail to their COR that the requirements captured by (b) and (c) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—(b) or (c) above—each employee has satisfied.

C.13.5 Contractor copies of the records generated by the actions described in (b) and (c) above will be maintained and disposed of by the contractor in accordance with SECNAVINST 5210.8D.

C.14 ON-SITE SAFETY REQUIREMENTS

C.14.1 The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

C.14.2 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 NSWCCD. This document is available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.14.3 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.14.4 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.14.5 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.14.6 The contractor shall ensure that all hazardous materials (hazmat) procured for NSWCCD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCCD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/.

C.14.7 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.14.8 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.14.9 The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCCD to the Safety Office.

C.14.10 The contractor shall ensure that all on-site contractor work at NSWCCD is in accordance with the NSWCCDINST 5100.1D Occupational Safety and Health Instruction, available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.15 MANDATORY REQUIREMENTS

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

Requirement 1: Personnel Security Clearance. All technical* personnel as outlined in the Performance Work Statement (PWS), with the exception of Trade Laborers, must possess and maintain JPAS clearances at the SECRET level or higher. Interim clearances will be accepted. Subcontracted Trade Labor personnel must be US Citizens and require an escort at all times within Land Based Test Facilities.

Requirement 2: Facility Clearance and Physical Security

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Facility Clearance: The Contractor shall possess and maintain a SECRET facility clearance as verified within the Industrial Security Facility Database.

Physical Security: The Contractor shall be responsible for safeguarding all Government information or property provided for Contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be secured as specified by the National Industrial Security Program Operating Manual (NISPOM) and the NSWCDD Command Security Manual.

- a. No safeguarding of classified material is authorized at the contractor facility. Safeguarding will only be required at the actual performance site listed in Block 13 on the DD254. Actual performance site's security regulations and guidelines will apply.

Requirement 3: Facility Location. The contractor's shall have a facility for this effort located within 60 minutes commuting distance of Naval Support Activity South Potomac Dahlgren Division, Dahlgren, VA.

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

C.16 POST AWARD MEETINGS

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

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

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

(d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days notice prior to the date of the meeting by the Contract Specialist.

C.17 OTHER DIRECT COSTS (ODCs)

(a) TRAVEL

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 requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Federal Travel Regulations (FTR) and shall be pre-approved by the COR. The following travel is anticipated:

(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) MATERIALS

During the performance of this task order it may be necessary for the contractor to procure materials to respond to the mission requirements listed in the Performance Work Statement. 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.

The materials shall be the only materials approved for purchase under this task order. 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 Contracting Officer (CO). 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 CO. No purchases of any amount shall be executed by a subcontractor if they do not have a DCAA-approved accounting system.

Materials Allowed as Direct Charge: Examples are described below.

Materials: Plumbing Fixtures, Piping, Sauder, Flux, Electrical Cable, Electrical Components, HVAC, Ducting, Floor Tiles/Materials, Drywall, Ceiling Tiles, Doors.

Equipment/Hardware: CRUs (Cooling Units), Heat Exchangers, Cooling Skids, Uninterruptable Power Supplies (UPS), Power Distribution Units.

Test Consumables: Flow Meters, Electrical Multi Meters, Water PH Kits, Fiber Test Scopes, Air Flow Meters.

(d) COSTS EXPRESSLY NOT ALLOWED FOR DIRECT CHARGE

The costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract. General purpose business expenses include the costs for items such as telephones (including cell

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phones) and telephone charges, copy machines, word processing equipment, personal computers, and other office equipment and supplies.

(e) INFORMATION TECHNOLOGY (IT) RESOURCES

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

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

C.18 TERMINATION OF EMPLOYEES WITH U.S. GOVERNMENT

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

For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall immediately notify the U.S. Government and make arrangements between the employee and the U.S. Government for the return of the badge and removal of the sticker. In the event the employee is separated in his or her absence, the Contractor shall immediately notify the U.S. Government of the separation and make arrangements between the former employee and the U.S. Government for the return of the badge and removal of the sticker.

C.19 DIGITAL DELIVERY OF DATA

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

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

(c) Digital delivery means (such as Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this task order.

C.20 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

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

C.21 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

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

C.22 NON-DISCLOSURE AGREEMENTS (NDAs)

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

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

C.23 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

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

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

C.24 SUBCONTRACTORS/CONSULTANTS

(a) None of the services required by this contract shall be subcontracted to, or performed by, persons other than the Contractor or the Contractor's employees without the prior written consent of the Procuring Contracting Officer

(b) In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007) in Section I of the MAC, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section G of the Task Order. Further, this documentation should be submitted for each subcontract increase in scope (hours) or price.

(c) Statements addressing:

(1) The impact on the contractor's ability to provide service at the contracted price,

(2) The impact on compliance with FAR 52.219-14, Limitations on Subcontracting.(also show calculations)

(3) Sole source justification (if applicable)

(4) A copy of the proposed subcontractor's cost or price proposal.

(5) Documentation establishing that the negotiated price is fair and reasonable.

(6) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract if lower than the prime contractor's rate caps.

(7) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be directly obtained by the prime contractor.

(d) The Government strongly discourages Time & Material (T&M) or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted for subcontracts. In these instances, the contractor shall provide specific justification to negotiate subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed the fee rate negotiated for this Task Order. The prime contractor shall also identify specific additional surveillance/controls to be employed to ensure that efficient performance methods are being employed.

C.25 CONTROL OF CONTRACTOR PERSONNEL

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

C.26 CONTRACT PERSONNEL ADMINISTRATION

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

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C.27 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 Contracting Officer.

C.28 USE OF GOVERNMENT FACILITIES

The execution of portions of the above tasks require that the contractor have use of various test facilities, i.e. IWSL, SCSC, ATRC, CSEDS, etc. The government, however, does not guarantee the contractor a specific amount of prime time computer hours. The contractor is expected to adjust his schedule to meet the workload including multiple shifts. The contractor shall adhere to all policies and procedures, which have been established to govern the utilization of such facilities. GFI items such as procedures will be provided at no cost to the contractor. Computer time shall be scheduled through the individual site scheduling processes.

C.29 CONTINUOUS IMPROVEMENTS

In support of each element/work area, the contractor shall provide recommendations for specific process improvements, equipment and computer program enhancements and obsolescence mitigation, facility improvements, and any other concepts to achieve better efficiency and cost reduction/avoidance. These will be included in the monthly status report. CDRL A001

C.30 SKILLS AND TRAINING

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

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-2-0011 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.

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

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

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

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 (NAVSEA) (JUL 2000)

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this order. This exclusion does not apply to any 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

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other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

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

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

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

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

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.

DdI-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

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

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

DdI-C40 USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes computers, software, networks, certificates, and network addresses.

Contractor Use of NSWCDD IS Resources

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

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

Connections Between NSWCDD and Contractor Facilities

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

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ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

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

C.31 ECRAFT STANDARD LANGUAGE

(a) The Contractor shall upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditure for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

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SECTION D PACKAGING AND MARKING

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006, Incorporating Change 1 on March 28, 2013.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: _____
(Name of Individual Sponsor)
- _____
- (Name of Requiring Activity)
- _____
- (City and State)

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

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SECTION E INSPECTION AND ACCEPTANCE

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.

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

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

E.1 INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed at NSWCDD, Dahlgren, VA by the Contracting Officer's Representative (COR).

E.2 PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

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

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

<http://cpars.navy.mil>

E.3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.3.1 PURPOSE

E.3.1.1 This Quality Assurance Surveillance Plan is a Government-developed and applied document used to make sure the systematic quality assurance methods are used in the administration of this performance-based contract. The intent is to ensure that the contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the contract. In addition, this QASP provides the specific criteria and process to be followed in determining whether to exercise the award-term options.

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

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

E.3.2 AUTHORITY

The 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

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contracts to be executed by the Contracting Officer of a duly authorized representative.

E.3.3 SCOPE

E.3.3.1 The PWS structures the acquisition around “what” service or quality level is required, as opposed to “how” the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken to monitor and manage the contractor’s performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

E.3.3.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the contractor flexibility to continuously improve and innovate over the course of the 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 quality control plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Order regardless of whether the work is performed by contractor employees or by subcontractors. The contractor’s QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the contractor’s QCP.

E.3.3.4 The Government will assess performance using the methodology contained herein and the Contractor Performance Assessment Reporting System (CPARS) to determine how the contractor is performing against communicated performance objectives. CPARS assesses a contractor’s performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at: <http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. The QASP methodology and CPARS performance expectations will be addressed in the Government and contractor’s initial post-award meeting. Potential sources of data may include the following:

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

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

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

E.3.4 ROLES AND RESPONSIBILITIES

E.3.4.1 Contracting Officer

E.3.4.1.1 An individual duly appointed with the authority to enter into (PCO) or administer (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting Order. Contracting Officers are designated via a written warrant, which sets forth limitations of their respective authority.

E.3.4.1.2 The Contracting Officer ensures performance of all necessary actions for effective contract administration ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that ensures the Contractor receives impartial, fair and equitable treatment under the Order. The Contracting Officer is ultimately responsible for the final determination of the acceptability of the Contractor's performance. The PCO is also the Term-Determining Official (TDO)

E.3.4.2 Contract Specialist

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

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

E.3.4.3 Contracting Officer's Representative (COR)

E.3.4.3.1 An individual appointed in writing by the PCO to act as their authorized representative to assist in technical administration of the Order. The COR is appointed in the contract award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the contract.

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

E.3.4.3.3 The COR is not empowered to make any contractual commitments or to authorize any changes. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

E.3.4.4 Subject Matter Expert (SME)

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E.3.4.4.1 SMEs are individuals who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the contract.

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

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

E.3.5.0 SCHEDULE

The QASP evaluation will be in accordance with Table 1. In order to accomplish this, the following schedule applies:

E.3.5.1 Contractor Self-Assessment (written) is due to the Contracting Officer and the COR no later than the end of month nine (9) for the base period covering the first eight months of performance and twelve (12) months thereafter for each period of performance covering the next twelve months of performance. Failure of the contractor to make a timely delivery will be viewed as the contractor's overall inability to comply with Contract schedules.

E.3.5.2 COR Written Assessment is due to the Contracting Officer no later than the end of week two (2) of month nine (9) for the base period and twelve (12) months thereafter for each period of performance.

E.3.6.0 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

E.3.6.1 Table 1 provides the overall performance ratings. Table 2 provides the QASP objectives. Table 3 provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

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

E.3.6.3 If the Contractor fails to meet the required performance level based on the preliminary review, the Government may not exercise the next Option period under the Order. "meeting the required performance level" means that the contractor must receive at least a Satisfactory rating (see table 1) for each of the five (5) major element that are evaluated (Task Performance, Staffing, Customer Satisfaction, and Cost Management & Efficiency) for the performance period being evaluated (See Table 3).

E.3.6.4 Options Periods 3 and 4 are Award Term Options (See Table 2). In order for an Award Term option to be exercised, the contractor must have achieved an overall rating of Very Good for each major element.

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

E.3.7.0 METHODOLOGIES TO MONITOR PERFORMANCE

E.3.7.1 Surveillance Techniques

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

the following methods of surveillance:

- (a) Random monitoring
- (b) 100% Inspection
- (c) Periodic Inspection
- (d) Customer Feedback

E.3.7.2 Customer Feedback

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

E.3.7.2.2 Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the PCO, as opposed to the contractor.

E.3.7.2.3 Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints, investigate and work with the PCO and contractor to resolve the issue.

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

E.3.8.0 QUALITY ASSURANCE DOCUMENTATION

E.3.8.1 The Performance Management Feedback Loop

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

E.3.8.2 Monitoring System

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

Table 1 – Overall Performance Ratings

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many requirements to the Government's benefit
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit
Satisfactory	Performance meets contractual requirements

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

Table 2 – QASP Objectives

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

Table 3 – Task Performance Evaluation Criteria and Standards

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
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I. Task Performance					
Timeliness	Contractor frequently misses deadlines, or is slow or non-responsive to respond to Government requests.	Contractor occasionally misses deadlines, schedules or is slow or occasionally non-responsive to respond to Government requests.	Contractor routinely meets deadlines, schedules, quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivers early and responds immediately to Government requests.	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to Government requests.
Quality	Deliverables are typically not well researched and contain many technical inaccuracies. Rework is frequently required.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally required	Data Deliverables received are well researched, complete and technically accurate. No more than one (2) revisions are typically needed to accept the item. Other deliverable meet all Contract requirements.	Data Deliverables received are well researched, complete and technically accurate. Other deliverables meet all Contract requirements.	Data Deliverables received are always well researched, complete and technically accurate. They frequently exceed technical expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
II. Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides marginally qualified personnel. Lapses in coverable occur more than occasionally.	Contractor provides qualified personnel. Lapses in coverage occur occasionally and are successfully managed by the contractor with to minimize impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications.	Contractor provides a mix of qualified and highly qualified personnel. Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications	Contractor provides highly qualified personnel. Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications.
III. Customer Satisfaction	Fails to meet customer expectations	Contractor occasionally fails to meet customer expectations.	Meets customer expectations.	Routinely meets or occasionally exceeds customer expectations.	Exceeds customer expectations.
IV. Management Performance					

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Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the contractor takes corrective action without Government involvement.
Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.
Communication	Contractor fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and 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 communication.	Contractor takes proactive approach such that communications are almost always clear, effective and timely.

V. Cost Management & Efficiency

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

Award Term Plan

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

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

3.0 AWARD TERM PROCESSES

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

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

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

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

Options Periods 3 and 4 are Award Term Options (See Table 2). In order for an Award Term option to be

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exercised, the contractor must have achieved at least a Very Good for each major element.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	3/11/2015 - 3/10/2016
7001AB	3/11/2015 - 3/10/2016
7001AC	3/11/2015 - 3/10/2016
7001AD	3/11/2015 - 3/10/2016
7010	3/11/2015 - 3/10/2016
7011	3/11/2015 - 3/10/2016
7020	3/11/2015 - 3/10/2016
7021	3/11/2015 - 3/10/2016
7100	3/11/2016 - 3/10/2017
7200	3/11/2017 - 3/10/2018
7300	3/11/2018 - 3/10/2019
9000	3/11/2015 - 3/10/2016
9001AC	3/11/2015 - 3/10/2016
9010	3/11/2015 - 3/10/2016
9020	3/11/2015 - 3/10/2016
9021	3/11/2015 - 3/10/2016
9100	3/11/2016 - 3/10/2017
9200	3/11/2017 - 3/10/2018
9300	3/11/2018 - 3/10/2019

CLIN - DELIVERIES OR PERFORMANCE

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

7000	3/11/2015 - 3/10/2016
7001AA	3/11/2015 - 3/10/2016
7001AB	3/11/2015 - 3/10/2016
7001AC	3/11/2015 - 3/10/2016
7001AD	3/11/2015 - 3/10/2016
9000	3/11/2015 - 3/10/2016
9001AA	3/11/2015 - 3/10/2016
9001AC	3/11/2015 - 3/10/2016

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

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7100	3/11/2016 - 3/10/2017
7200	3/11/2017- 3/10/2018
9100	3/11/2016 - 3/10/2017
9200	3/11/2017 - 3/10/2018

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

7300	3/11/2018 - 3/10/2019
7400	3/11/2019 - 3/10/2020
9300	3/11/2018 - 3/10/2019
9400	3/11/2019 - 3/10/2020

The periods of performance for the not separately priced (NSP) Data CLINs are as follows:

7099	3/11/2015
-3/10/2016	
7199	3/11/2016 - 3/10/2017
7299	3/11/2017 - 3/10/2018
7399	3/11/2018 - 3/10/2019
7499	3/11/2019 - 3/10/2020

Services to be performed hereunder will be provided at Dahlgren, VA in the IWSL and the ATRC and at LBTTS as specified in the POA&Ms.

Note: Periods of Performance may be adjusted to align with the award date.

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SECTION G CONTRACT ADMINISTRATION DATA

G. 1 ACCOUNTING DATA

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

G.2 SPECIAL INVOICE INSTRUCTIONS

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

G.3 DdI-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

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

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

Procuring Contracting Officer (PCO):

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

Contract Specialist:

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

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

Contracting Officer Representative (COR):

Contracting Officer Representative (COR):

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

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

Government Subject Matter Expert (SME)

The Government SME is the COR's subject matter expert (SME) for specific work areas.

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G.5 CONSENT TO SUBCONTRACT

(a) 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 below, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this order:

G.6 252.232-7006 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.

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S5111A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	(same as Admin DoDAAC)
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	
Other DoDAAC(s)	Not Applicable

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

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

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact: M_DLRG_NSWC_WAWF.

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

G.7 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the POA&M, sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by POA&M, 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.

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

G.8 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the PWS, the Government DESIRES Key Personnel with the appropriate experience and professional development qualifications. Labor categories are identified as non-Key and Key. Non-Key Personnel are the non-resumed personnel proposed to provide hours on this requirement. There are two groups of Key Personnel: Non-Resumed Key Personnel and Resumed Personnel. Non-Resumed Personnel Performing in Key Labor Categories are the remaining personnel proposed to provide support in the Key Labor categories for which no resumes were obtained with the proposal. Resumed Key Personnel are the Key Personnel whose resumes were submitted with the offeror's proposal for evaluation purposes or their replacement in accordance with the clauseS entitled **H.4 5252.237-9106 SUBSTITUTION OF PERSONNEL (Sep 1990) and H.5 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL** in Section H. Resumed 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 resumed key personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled Ddl-H11 CHANGES IN KEY PERSONNEL in Section H. 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 experience for each Key Labor Category must be directly related to the tasks and programs listed in the PWS and the labor category descriptions.

GENERAL COMBAT SYSTEM ENGINEERING EXPERIENCE - For the purpose of this solicitation, general combat system engineering experience refers to prior traceable experience in engineering design, development, and testing of Navy combat weapon systems. A combat system includes the sensor, weapons, control, communication, and support system for prosecuting the full spectrum of activities required to detect, track, identify, engage and kill hostile targets in multi-warfare environments.

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

RECENT AEGIS WEAPON SYSTEM EXPERIENCE - Recent Aegis Weapon System experience is defined as experience with developmental or operational Aegis Weapon or Combat Systems within the past seven (7) years, prior to issuance of this Request For Proposal (RFP). Experience shall include one or more of the following specific areas: engineering investigation and resolution of improvements; the development of methodologies models, or simulations for conducting engineering assessment to Aegis Weapon System (AWS)/Aegis Combat System (ACS) performance; combat and weapon system performance analysis; development, installation, and maintenance of combat system element-level quality assurance, configuration management, and installation procedures; computer program definition, design, development, test and multi-element test plans and procedures; exploration and implementation of new engineering approaches to combat system integration and/or modernization for improving the warfighting capability of Aegis Ships; and the engineering associated with AWS/ACS enhancements and modernization.

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

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(d) Accumulation of Qualifying Experience -All categories of experience may be accumulated concurrently. For example, if the candidate worked while going to school, the work and education time may be credited concurrently. One exception is in the area of specific experience and general combat system experience. *Specific experience may count as general combat system experience, but general combat system experience may not count as specific experience.* All experience must be clearly supported by the resume or it will be discounted during the evaluation.

Post Award : Based on the Key Labor Category Desired Qualifications listed below and the PWS, the contractor will elect and manage the workforce supporting this contract. While government approval is required only for the Resumed Key Personnel, the entire workforce will be evaluated based on the contractor's performance of the PWS in accordance with the QASP.

H.2 KEY LABOR CATEGORY DESIRED QUALIFICATIONS

PROGRAM MANAGER

- Ten (10) years of general experience in Navy combat system engineering as defined in the "General Combat System Engineering Experience".
- Five (5) years of recent Aegis Weapon System experience as defined by the "Recent Aegis Weapon System Experience". In addition, assignments in engineering development, activation of complex new Land Based test/training capabilities, and lifetime support engineering are desired.
- Five (5) years project management experience for a major tactical system employing embedded computer technology. To qualify for the project management experience, the individual must have been responsible for directing a multi-disciplined team of technical personnel to produce a system under cost, schedule, and performance constraints.

PRINCIPAL SYSTEMS ENGINEER

- Twelve (12) years of general experience in Navy combat system engineering as defined in the "General Combat System Engineering Experience".
- Seven (7) years of recent Aegis Weapon System engineering experience as defined by the "Recent Aegis Weapon System Experience", with established expertise in engineering development, activation of complex new Land Based test/training capabilities, and Cruiser/Destroyer modernization (i.e. Baseline 8, 9, 7.2A/B).

SENIOR SYSTEMS ENGINEER

- Ten (10) years of general experience in Navy combat system engineering as defined in the "General Combat System Engineering Experience".
- Five (5) years of recent AEGIS Weapon System engineering experience as defined by the "Recent Aegis Weapon System Experience", with established expertise in engineering development, activation of complex new Land Based test/training capabilities, and legacy baseline modernization.

H.3 NON-KEY LABOR CATEGORY MINIMUM QUALIFICATIONS

SYSTEMS ENGINEER

- Five (5) years of general experience in Navy combat system engineering as defined in the "General Combat System Engineering Experience".
- Three (3) years of recent Aegis Weapon System engineering experience as defined by the "Recent Aegis

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Weapon System Experience”, with expertise in engineering development, activation of complex new Land Based test/training capabilities, and legacy baseline modernization.

ENGINEER

- Four (4) years of general experience in Navy combat system engineering as defined in the “General Combat System Engineering Experience”.
- Three (3) years of recent Aegis Weapon System engineering experience as defined by the “Recent Aegis Weapon System Experience”, with expertise in engineering development, activation of complex new Land Based test/training capabilities, and legacy baseline modernization.

ASSOCIATE ENGINEER

- Three (3) years of general experience in Navy combat system engineering as defined in the “General Combat System Engineering Experience”.
- Two (2) years of recent Aegis Weapon System engineering experience as defined by the “Recent Aegis Weapon System Experience”, with expertise in engineering development, activation of complex new Land Based test/training capabilities, and legacy baseline modernization.

TECHNICIAN

- Two (2) years of general experience in Navy combat system engineering as defined in the “General Combat System Engineering Experience”.
- One (1) year of recent Aegis Weapon System engineering experience as defined by the “Recent Aegis Weapon System Experience”, with expertise in engineering development, activation of complex new Land Based test/training capabilities, and legacy baseline modernization.

PROJECT MANAGEMENT SUPPORT

- Three (3) years of experience supporting the development of financial reviews/reports, scheduling, identification of project issues, manage, and track resolution/escalation, performing communication planning and coordination, performing management reporting, performing project performance planning/monitoring, and other management documentations.

TRADE LABORERS

- Two (2) years of general experience in their respective field and compliance with all applicable Federal and State certifications related to their field.

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

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) hourly rate; (4) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high

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quality of personnel that provided the partial basis for award.

H.5 Ddi-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

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

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

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

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

H.6 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.
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

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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 NSWCDD Solicitation **N00024-14-R-3261** by _____ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

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

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

H.7 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

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

(1) DoD-approved information assurance workforce certifications appropriate for each category

H.10 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

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

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ an-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

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

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or 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.11 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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(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.12 SAVINGS INITIATIVES

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

(e) The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's Seaport-e fixed fee rate where the subcontractor is also a prime contractor under Seaport-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under Seaport-e. The Government strongly encourages the prime contractor to also implement this under this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

(f) 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.13 LABOR TRIPWIRE JUSTIFICATION

(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 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 by the Contracting Officer.

(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 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.

**5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)
(SEP 1990)**

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The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract: Attachment J.11.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM

(OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD 010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

H.14 eCRAFT LABOR CATEGORY CROSSWALK

The Contractor shall utilize the below Labor Categories as part of the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) report submittal in accordance with C. 31. This table identifies the Task Order Labor Category, as well as, the corresponding eCRAFT Labor Category for reporting purposes.

Program Manager	Manager, Program/Project I - MANP1
Principle Systems Engineer	Engineer, Systems IV - ESY4
Senior Systems Engineer	Engineer, Systems III - ESY3
Systems Engineer	Engineer, Systems II - ESY2
Engineer	Engineer II - E2
Associate Engineer	Engineer I - E1
Technician	Technician, Engineering I - 30081
Project Management Support	Manager, Program/Project II - MANP2
Trade Laborers	Mechanic, Fire Alarm Systems - 23290
	Electrician, Maintenance - 23160
	Mechanic, Heating, Ventilation Air Conditioning - 23410

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SECTION I CONTRACT CLAUSES

1.1 PROVISIONS INCORPORATED BY REFERENCE

52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	OCT 2010
52.204-6	Data Universal Numbering System Number	APR 2008
52.204-7	Central Contractor Registration	AUG 2012
52.204-8	Annual Representations and Certification	FEB 2009

I.2 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-12	Data Universal Numbering System Number Maintenance	DEC 2012
52.204-99	System for Award Management Registration Deviation	AUG 2012
52.215-21	Requirements for Certified Cost or Pricing Data and Data other than Certified Cost or Pricing Data- Modifications	OCT 2010
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
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.243-7	Notification of Changes	APR 1984
252.204-7000	Disclosure of Information	DEC 1991
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.

I.3 CLAUSES INCORPORATED BY FULL TEXT:

52.216-10 INCENTIVE FEE

JUN 2011

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

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

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

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

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

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(c) Withholding of payment.

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

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

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

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

(i) Payments made under assignments; or

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

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

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

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

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

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting

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Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

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

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

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

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

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

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

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.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
7000, 7099, 9000	Within the first 12 months of Task Order performance begins.
7100, 7199, 9100	After the first 12 months of Task Order performance and no later than 24 months after Task Order performance begins.
7200, 7299, 9200	After the first 24 months of Task Order performance and no later than 36 months after the Task Order performance begins.
7300, 7399, 9300	After the first 36 months of Task Order performance and no later than 48 months after the Task Order performance begins.
7400, 7499, 9400	After the first 48 months of Task Order performance and no later than 60 months after the Task Order performance begins.

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

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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.

Award Term Clause

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

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

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

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

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 - DD Form 254 Contract Security Classification Specification (For Bidding Purposes)

Attachment J.4 - Cost Summary Format

Attachment J.6 - Access Vetting Form

Attachment J.7 - Temporary Approval Request for Information System

Attachment J.8 - Staffing Matrix Format

Attachment J.9 Expected Visitors Form

Attachment J.10 - Industry Day Presentation

Attachment J.12 - Training System Installatin Plan Phase 1&2 per OPNAV INST 1110.2

Attachment J.13 - SOP for SPA

Attachment J.14 - MIL-HBK-831A

Attachment J.15 - NISPOM

Exhibit A - Contract Data Requirement List (CDRL) DD1423

Attachment J.11 - Government Furnished Equipment

Attachment J.5 - Supporting Cost Data - Amendment 01

Attachment J.2 COR Appointment Letter

Attachment J.16- Revised DD 254 (REV 01)

Attachment J.16-Revised DD254 (REV 02)

Attachment J.16 - Revised DD 254 (REV 04)

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