						1. CONTRACT ID CODE		PAG	E OF PAGES
AMEN	DMENT OF SOLICITATION	)N/MC	DIFICATION OF	CONTR	АСТ	V		1	2
2. AMEND	MENT/MODIFICATION NO. 27	3.	EFFECTIVE DATE 03-Mar-2020	4. REQU		JRCHASE REQ. NO. See Section G	5. PRC	DJECT NO. ( N/	(If applicable) /A
6. ISSUE	D BY COD	E	N00178	7. ADMI	NISTERED	BY (If other than Item 6)	COE	DE	S2404A
NSWC,	DAHLGREN DIVISION			_	DCMA	Manassas			SCD: C
17632 E	Dahlgren Road Suite 157				14501	George Carter Way, 2nd Floo	r		
Dahlgre	en VA 22448-5110				Chanti	ly VA 20151			
-						-			
	AND ADDRESS OF CONTRACTOR	(No., str	reet, county, State, and Zip	o Code)		9A. AMENDMENT OF SOLICITA	FION NO.		
	I TECHNOLOGIES INC.								
-	0 Newbrook Drive								
Char	ntilly VA 20151-2218					9B. DATED (SEE ITEM 11)			
						10A. MODIFICATION OF CONTR			
					[X]			DEICINO.	
					[^]	N00178-04-D-4026-00	09		
						10B. DATED (SEE ITEM 13)			
CAGE	8D014 FA	CILITY	CODE			01-May-2012			
CODE		THIS		ES TO A		ENTS OF SOLICITATIONS			
						receipt of Offers [] is extended, [ ]	is not ext	tended	
						n or as amended, by one of the following			
					0 0	eceipt of this amendment on each cop			
•	0					URE OF YOUR ACKNOWLEDGEMEN RESULT IN REJECTION OF YOUR O			
you desire	to change an offer already submitte	d, such d	change may be made by te			led each telegram or letter makes refer			
	nt, and is received prior to the openin OUNTING AND APPROPRIATION D								
			SEE S	ECTION O	3				
	13. TH	S ITEI	M APPLIES ONLY TO	O MODIF	ICATION	IS OF CONTRACTS/ORDER	S,		
(+)		-			-	S DESCRIBED IN ITEM 14.			
(*)	ITEM 10A.	IED PUF	RSUANT TO: (Specify autr	nority) THE	CHANGES	SET FORTH IN ITEM 14 ARE MADE	IN THE C	ONTRACT	JRDER NO. IN
[]									
[]	B. THE ABOVE NUMBERED CON date, etc.)SET FORTH IN ITEM 14					NISTRATIVE CHANGES (such as cha	nges in pa	aying office, a	appropriation
[]	C. THIS SUPPLEMENTAL AGREE	MENT I	S ENTERED INTO PURSU	JANT TO A	UTHORITY	OF:			
[X]	D. OTHER (Specify type of modified Unilateral Modification - FAR 5								
E. IMPOF	RTANT: Contractor [X] is not,	] is red	quired to sign this docu	ment and i	return cop	ies to the issuing office.			
		ICATION	N (Organized by UCF section	ion heading	s, including	solicitation/contract subject matter whe	ere feasik	ole.)	
SEE	PAGE 2								
15A. NAM	IE AND TITLE OF SIGNER (Type o	print)		16A. NAM	E AND TIT	LE OF CONTRACTING OFFICER (Ty	pe or prin	nt)	
		,							
15B. CON	ITRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNIT	ED STATE	S OF AMERICA		16C.	DATE SIGNED
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/0:-	inature of person authorized to sign			BY	10	Signature of Contracting Officer)			
	nature of person authorized to sign) -01-152-8070			30-105	(2	STANDARI		30 (Pov. 1)	0-83)
	S EDITION UNUSABLE			00 100		Prescribed by			5-00)
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# **GENERAL INFORMATION**

The purpose of this modification is to de-obligate funds in accordance with FAR 52.232-22, Limitation of Funds.

Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$18,229,947.40 by \$94,275.02 to \$18,135,672.38.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400033	WPN			
400050	OPN			
400051	OPN			
410113	O&MN,N			
600033	WCF			

The total value of the order is hereby increased from \$22,608,005.00 by \$0.00 to \$22,608,005.00.

Additionally, Section H has been revised as follows to reflect this de-obligation of funds.

1. Paragraph H.5 FUNDING PROFILE - Funding profile was updated to reflect the de-obligation in the amount of (**\$94,275.02**).

2. Clause 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) - Allotment of funds were updated to reflect this de-obligation of funding.

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

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# SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

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For Cost Type Items:
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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed	Fee	CPFF
4000	Н158	BASE PERIOD Technical and Engineering Support for SLBM, SSBN, and SSGN IAW Section C, PWS (Fund Type - TBD)		LH					\$6,445,294.00
400001	H158	Funding for TI-14 Tomahawk Security Support (OPN)							
400002	Н158	Funding for TI-5 Fleet Documentation Support (WPN)							
400003	H158	Funding for TI-1 Verification and Validation Support (WPN)							
400004	H158	Funding for TI-6 Information Management System and Documentation Management System Support (WPN)							
400005	H158	Funding for TI-7 SSD-MT Support (WPN)							
400006	Н158	Funding for TI-9 SLBM Security Office Support (WPN)							
400007	H158	Funding for TI-11 PPS Support (WPN)							
400008	H158	Funding for TI-4 Trouble and Failure Report Support (WPN)							
400009	H158	Funding for TI-2 Logistics Support (WPN)							
400010	Н158	Funding for TI-8 Configuration Management Labor (WPN)							
400011	Н158	Funding for TI-12 Strategic Data Support (WPN)							
400012	H158	Funding for TI-3 Developer Testing (WPN)							
400013	Н158	Funding for TI-16 Corporate IT Sotfware and Data Systems (WCF)							

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed F	'ee	CPFF
400014	Н158	Funding for TI-15 Corporate Communications Support (WCF)							
400015	H158	Funding for TI-1 Verification and Validation Support (OPN)							
400016	H158	Funding for TI-2 Logistics Support (OPN)							
400017	H158	Funding for TI-3 Developer Testing (O&MN,N)							
400018	Н158	Funding for TI-4 Trouble and Failure Report Support (O&MN,N)							
400019	H158	Funding for TI-5 Fleet Documentation Support (O&MN,N)							
400020	Н158	Funding for TI-6 Information Management System and Documentation Management System Support (WPN)							
400021	H158	Funding for TI-7 SSD-MT Support (OPN)							
400022	H158	Funding for TI-7 SSD-MT Support (WPN)							
400023	H158	Funding for TI-7 SSD-MT Support (OPN)							
400024	Н158	Funding for TI-8 Configuration Management Labor (OPN)							
400025	H158	Funding for TI-9 SLBM Security Office Support (WPN)							
400026	H158	Funding for TI-11 PPS Support (WPN)							
400027	Н158	Funding for TI-12 Strategic Data Support (OPN)							
400028	H158	Funding for TI-14 Tomahawk Security Support (O&MN,N)							
400029	H158	Funding for TI-16 Corporate IT Sotfware and Data Systems (WCF)							
400030	H158	Funding for TI-15 Corporate Communications Support (WCF)							
400031	Н158	Funding for TI-1 Verification and Validation Support							

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed	Fee	CPFF
		(O&MN,N)							
400032	H158	Funding for TI-2 Logistics Support; Mod 24 deobligated \$9,664.42, new value \$155,432.58. (WPN)							
400033	H158	Funding for TI-3 Developer Testing; MOD 27 deobligated \$9,605.30 (WPN)							
400034	H158	Funding for TI-4 Trouble and Failure Report Support (O&MN,N)							
400035	Н158	Funding for TI-4 Trouble and Failure Report Support; Mod 24 deobligated \$1300.00, new value \$41,891.00. Mod 26 deobligates \$1121.83, new value \$40769.17 (O&MN,N)							
400036	Н158	Funding for TI-5 Fleet Documentation Support Mod 23: Deob \$2 from \$287,859; Mod 24 deobligated \$2600.00, new value \$282,644.25. Mod 26 deobligates \$11637.84, new value \$271006.41 (WPN)							
400037	н158	Funding for TI-6 Information Management System and Documentation Management System Support; MOD 24 deobligated \$5700.00; new value: \$289,488.00. Mod 26 deobligates \$7664.33, new value \$281823.67 (O&MN,N)							
400038	H158	Funding for TI-7 SSD-MT Support (WPN)							
400039	H158	Funding for TI-8 Configuration Management Labor (O&MN,N)							
400040	H158	Funding for TI-9 SLBM Security Office Support (WPN)							
400041	Н158	Funding for TI-11 PPS Support Mod 23: Deob \$2,300 from \$209,622; MOD 24 deobligated \$750.00; new value: \$206,572.00. Mod 26 deobligates \$14737.86, new value \$191834.14 (O&MN,N)							

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed Fee	CPFF
400042	H158	Funding for TI-12 Strategic Data Support; Mod 24 deobligated \$50.00, new value \$94,589.00. Mod 26 deobligates \$13004.72, new value \$81584.28 Mod 23: Deob \$2,200 from \$96,839 (O&MN,N)						
400043	H158	Funding for TI-16 Mod 23: Deob \$53,173.59 from \$439,410 (WCF)						
400044	н158	Funding for TI-16 Mod 23: Deob \$6,500 from \$65,000; MOD 24 deobligated \$46,000, new value \$12,500. (WCF)						
400045	H158	Funding for C6 Support (WCF)						
400046	Н158	Increment of funding for TI-14, TSS Support. Mod 26 deobligates \$2042.57, new value \$9957.43 (SCN)						
400047	H158	Funding for TI 14 (SCN)						
400048	Н158	Funding for TI 14 Mod 23: Deob \$12,119.18 from \$46533 (OPN)						
400049	Н158	Funding for TI 15 Mod 23: Deob \$8,394.77 from \$69,093 (WCF)						
400050	H158	Funding for TI 1 Mod 23: Deob \$4,337.87 from \$40,500; MOD 27 deobligated \$6,000.00 (OPN)						
400051	Н158	Funding for TI 13; MOD 27 deobligated \$17,500.00 (OPN)						
4001	H158	BASE PERIOD Technical and Engineering Support for SLBM, SSBN, and SSGN IAW Section C, PWS (FMS Case #UZ-P-BAR)		LH				\$452,019.00
400101	Н158	Funding for TI-13 FMS Support FMS CASE CODE UZPBAR (FMS)						
400102	Н158	Funding for TI-13 FMS Support FMS CASE CODE UZPBAR (FMS)						
400102	u150	Euroding for TI-12 EMS						

400103 H158 Funding for TI-13 FMS Support FMS CASE CODE UZBAR (FMS)

		ONTRACT 00178-04-			ORDER NO. -D-4026-0009		AMENDMENT/N 27	MODIFIC	CATION NO.	PAGE 5 of 95	FINAL
<b>Item</b> 400104	<b>PSC</b> H158	Fundi Suppo UZBAR	<b>ies/Services</b> ng for TI 13 rt FMS Case C Mod 23: Deob 0.81 from \$12	ode	Qty	Uni	t Est.Cost		Fixed Fee	CPF	F
4100	н158	and E for S IAW S Type	N PERIOD 1 Te ngineering Su LBM, SSBN, an ection C, PWS - TBD)	pport d SSGN		LH				\$0.	00
Item	PSC	Optio	n Supplies/Ser	vices	Qty	1	Jnit Target	Cost	Target	Fee 0	CPIF
4101	Н158		Option 1 CPI Technical an Engineering for SLBM, SS SSGN IAW Sec PWS. (Fund T TBD)	d Support BN, and tion C,			LH				\$7,040,760.00
	Max B	ree									
	Overi	rnment									
	Under	rnment rrun e Line									
410101	H158		Funding for (O&MN,N)	TI 19							
410102	H158		Funding for (OPN)	TI 17							
410103	H158		Funding for (WCF)	TI 20							
410104	H158		Funding for (WCF)	TI 21							
410105	Н158		Funding for Line Item 01 (O&MN,N)								
410106	H158		Funding for Line Item 02 (O&MN,N)								
410107	Н158		Funding for Line Item 12								

410108 H158 Funding for TI 19 (OPN)

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
410109	Н158	Funding for TI 19 (OPN)					
410110	H158	Funding for TI 19 Mod 18- Deobligate \$45,000 (OPN)					
410111	н158	Funding for TI 20 Mod 18- Deobligate \$18,000; MOD 24 deobligated \$3,000, new value \$151,703. (WCF)					
410112	H158	Funding for TI 21 Mod 23: Deob \$4,636.38 from \$246,465 (WCF)					
410113	Н158	Funding for TI 17; MOD 27 de-obligated \$59,645.94 (O&MN,N)					
4102	H158	OPTION PERIOD 1 Technical and Engineering Support for SLBM, SSBN, and SSGN IAW Section C, PWS (FMS Case #UZ-P-BAR)		LH			\$510,000.00
	Max Fee						
	Min Fee						
	Government Overrun Share Line						
	Government Underrun Share Line						
410201	H158	Funding for TI 18 (FMS)					
410202	H158	Funding for TI 18 (FMS)					

Item F	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4200 H	158	OPTION PERIOD 2 Technical and Engineering Support for SLBM, SSBN, and SSGN IAW Section C, PWS (Fund Type - TBD)		LH			\$0.00
		Option					
Item	PS	C Supplies/Services Qty Unit Targe	et Cos	t 1	arget Fee	e CPIF	

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4201	H158	Option 2 CPIF Technical and Engineering Support for SLBM, SSBN, and SSGN IAW Section C, PWS. (Fund Type - TBD)		LH			\$7,241,006.00
	Max Fee						
	Min Fee						
	Government Overrun Share Line						
	Government Underrun Share Line						
420101	H158	TI 24 Tomahawk Security Support (RDT&E)					
420102	Н158	10 USC 2410a Authority is hereby involked TI 22 (O&MN,N)					
420103	Н158	10 USC 2410a Authority is hereby involked. TI 22 Labor (O&MN,N)					
420104	н158	TI 25 Corporate Communications (WCF)					
420105	H158	TI 26 CXA40 (WCF)					
420106	н158	10 USC 2410a Authority is hereby involked. (O&MN,N)					
420107	н158	10 USC 2410a Authority is hereby involked. (O&MN,N)					
420108	H158	TI 26- CXA40 (WCF)					
420109	Н158	TI 26 1042 Information Technology (WCF)					
420110	H158	TI 25 1031 Public Affairs MOD 23 - deobligate \$62,000 - New total: \$177,357- \$62,000= &115,357 (WCF)					
420111	Н158	TI 24 Tomahawk Security Support (RDT&E)					

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Item PSC	Supplies/Services	Qty	Unit Target Cost	Target Fee	CPIF
420112 H158	TI 26 Information Technology (WCF)				
420113 H158	TI 26 Information Technology (WCF)				
4202 H158	OPTION PERIOD 2 Technical and Engineering Support for SLBM, SSBN, and SSGN IAW Section C, PWS (FMS Case #UZ-P-BAR)		LH		\$527,410.00
Max Fee					
Min Fee					
Government Overrun Share Line					
Government Underrun Share Line					
420201 H158	TI 23 FMS (FMS)				
420202 H158	TI 23 FMS (FMS)				

Qty Unit Est. Cost

\_\_\_\_\_

#### For ODC Items:

Item PSC Supplies/Services

6000	H158	BASE PERIOD Other Direct Costs (Fund Type - TBD)
600001	H158	Funding for TI-5 Fleet Documentation Support (WPN)
600002	H158	Funding for TI-4 Trouble and Failure Report Support (WPN)
600003	H158	Funding for TI-2 Logistics Support (WPN)
600004	H158	Funding for TI-8 Configuration Management Labor (WPN)
600005	H158	Funding for TI-12 Strategic Sata Support (WPN)
600006	H158	Funding for TI-3 Developer Testing (WPN)
500007	H158	Funding for TI-1 Verification and Validation Support (OPN)
600008	H158	Funding for TI-2 Logistics Support Mod 23: Deob \$252 from 252 (OPN)
500009	H158	Funding for TI-3 Developer Testing (O&MN,N)
500010	H158	Funding for TI-5 Fleet Documentation Support. MOD 25 Deobligates \$1523.78, new value \$967.22. (O&MN,N)
600011	Н158	Funding for TI-6 Information Management System and Documentation Management System Support Mod 23: Deob\$414.64 from \$553.00; MOD 24 deobligated \$10.00; new value \$128.36. Mod 26 deobligates \$128.36, new value \$0.00 (WPN)

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Qty Unit Est. Cost

#### Item PSC Supplies/Services

- 600012 H158 Funding for TI-7 SSD-MT Support Mod 23: Deob \$28.32 from \$58.00; Mod 24 deobligated \$5.00, new value \$24.68. Mod 26 deobligates \$24.68, new value \$0 (OPN)
- 600013 H158 Funding for TI-8 Configuration Management Labor Mod 23: Deob \$976.00 from \$976.00 (OPN)
- 600014 H158 Funding for TI-9 SLBM Security Office Support (WPN)
- 600015 H158 Funding for TI-11 PPS Support (WPN)
- 600016 H158 Funding for TI-12 Strategic Sata Support Mod 23: Deob \$52.00 from 52.00 (OPN)
- 600017 H158 Funding for TI-14 Tomahawk Security Support Mod 23: Deob \$34.32 from \$64.00; Mod 24 deobligated \$5.00, new value \$24.68. (O&MN,N)
- 600018 H158 Funding for TI-16 Corporate IT Sotfware and Data Systems MOD 23:deob \$2,076.31 from \$3,762; MOD 24 deobligates \$150.00, new value: 1535.69. (WCF)
- 600019 H158 Funding for TI-15 Corporate Communications Support Mod 23: Deob \$3,727.32 from \$3762; MOD 24 deobligated 5.00, new value: 29.68. (WCF)
- 600020 H158 Funding for TI-1 Verification and Validation Support (O&MN,N)
- 600021 H158 Funding for TI-2 Logistics Support Mod 23: Deob \$2979.63 from \$3,859 (WPN)
- 600022 H158 Funding for TI-3 Developer Testing Mod 23: Deob \$5,517 from \$5,517 (WPN)
- 600023 H158 Funding for TI-4 Trouble and Failure Report Support Mod 23: Deob \$1,015 from \$1,015 (O&MN,N)
- 600024 H158 Funding for TI-5 Fleet Documentation Support Mod 23: Deob \$5,535.63 from \$6,515; Mod 24 deobligated \$100.00, new value \$879.37. Mod 26 deobligates \$879.37, new value \$0 (WPN)
- 600025 H158 Funding for TI-6 Information Management System and Documentation Management System Support Mod 23: Deob \$92 from \$657 (O&MN,N)
- 600026 H158 Funding for TI-7 SSD-MT Support Mod 23: Deob \$68 from \$68 (WPN)
- 600027 H158 Funding for TI-8 Configuration Management Mod 23: Deob \$4,717 from \$4,717 (O&MN,N)
- 600028 H158 Funding for TI-9 SLBM Security Office Support Mod 23: Deob \$68 from \$68 (WPN)
- 600029 H158 Funding for TI-11 PPS Support Mod 23: Deob \$68 from \$68 (O&MN,N)
- 600030 H158 Funding for TI-12 Strategic Sata Support Mod 23: Deob \$3,622 from \$3,622 (O&MN,N)
- 600031 H158 Incremental Funding for TI-16 Mod 23:deob \$3,178 (WCF)

600032 H158 Funding for TI #14 Mod 23: Deob \$89 from \$89 (OPN)

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Qty Unit Est. Cost

#### Item PSC Supplies/Services

- 600033 H158 MOD 25 obligated money for FMO Cleanup Effort, re-aligning NH1E canceled LOA's to FMO OH NWA; MOD 27 deobligated \$1,523.78 (WCF)
- 6001 H158 BASE PERIOD Other Direct Costs (Fund Type TBD)
- 600101 H158 Funding for TI-13 FM Support FMS CASE CODE UZPBAR Mod 23: Deob \$4,026.53 from \$5000; MOD 24 deobligated \$50.00, new value \$923.47. (FMS)
- 600102 H158 Funding for TI-13 FM Support FMS CASE CODE UZBAR Mod 23: Deob \$2,908 from \$2,908 (FMS)
- 6100 H158 OPTION PERIOD 1 Other Direct Costs (Fund Type TBD)
- 610001 H158 Funding for TI 19 Mod 23: Deob \$123.05 from \$152; Mod 24 deobligated \$5.00, new value \$23.95. (O&MN,N)
- 610002 H158 Funding for TI 20 Mod 18- Deobligate \$385 Mod 23: Deob \$86.05 from \$115 (WCF)
- 610003 H158 Funding for TI 21 Mod 18- Deobligate \$3,735 Mod 23: Deob \$98.05 from \$127 (Fund Type - TBD)
- 610004 H158 Funding for TI 17 LI 03 Mod 18- Deobligate \$30,000 Mod 23: Deob \$3,595.26 from \$13,802 (O&MN,N)
- 610005 H158 Funding for TI 20 Mod 18- Deobligate \$2,115 (WCF)
- 610006 H158 Funding for TI 21 Mod 18- Deobligate \$1,565 (WCF)
- 6101 H158 OPTION PERIOD 1 FMS Other Direct Costs (FMS Case #UZ-P-BAR)
- 610101 H158 Funding for TI 18 Mod 18- Deobligate \$4,500 Mod 23: Deob \$509.59 from \$1,340 (FMS)
- 6200 H158 OPTION PERIOD 2 Other Direct Costs (Fund Type TBD)
- 620001 H158 10 USC 2410a Authority is being invoked. (O&MN,N)
- 620002 H158 TI 24 Tomahawk Security; MOD 24 deobligates \$139.65, new value 11.35 (RDT&E)
- 620003 H158 Corporate Communications Support; MOD 24 deobligates \$462.92, new value \$40.08. (WCF)
- 620004 H158 TI 26 Technology Solutions and Services (WCF)
- 620005 H158 SSBN Support; MOD 24 deobligates \$16,300, new value \$3,700. (O&MN,N)
- 620006 H158 TI 26 CXA40; MOD 24 deobligates 1,330, new value 0. (WCF)
- 620007 H158 TI 26 1042 Information Technology; MOD 24 deobligates \$1,330, new value 0 (WCF)
- 6201 H158 OPTION PERIOD 2 FMS Other Direct Costs (FMS Case #UZ-P-BAR)
- 620101 H158 TI 23 FMS ODC; MOD 24 deobligated \$420, new value \$1,968. (FMS)

#### **B.2 TYPE OF ORDER**

This is a Term (Level of Effort) Task Order.

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Items in the 4000 series are cost plus fixed fee Items in 4100 and 4200 series are cost plus incentive fee Items in the 6xxx series are cost only, excluding fee

## **B.3 ADDITIONAL CLINS**

Additional CLINs/SLINs 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 fee of the Task Order.

# **B.4 FIXED FEE RATE**

The following table is to be completed by the offeror and reflects the hourly rate to be filled.

	Fixed Fee Amount	Number of Man-hours	Rate (Fee per man-hour)
Base			

In accordance with FAR 52.216-8 Fixed Fee, of the fee payment will be reserved starting with the first invoice.

# **B.5 FINALIZED FIXED FEE**

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

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

### **B.6 INCENTIVE FEE**

(1) The *final* target cost, target fee amounts shall be based on the actual level of effort the contractor provides as explained in the following paragraphs.

CPIF LABOR ITEMS	LABOR HOURS	TARGET COST	TARGET FEE NTE	TOTAL TARGET COST/FEE AMOUNT
4101				
4101 Rate/Hr				
4201				
4201 Rate/Hr				

\*\* The Offeror shall not propose a target fee in excess

(i) The final CPIF target cost for CLIN 4101 and 4201 (if and to the extent Options are exercised) and shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target cost column including cost of money, in the preceding table.

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(ii) The final CPIF target fee CLIN 4101 and 4201 (if and to the extent Options are exercised), shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target fee column of the preceding table.

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

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

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

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

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

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

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

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

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# SECTION C DESCRIPTIONS AND SPECIFICATIONS

# PERFORMANCE WORK STATEMENT (PWS)

The Performance Work Statement, provided in Attachment J.8, is part of Section C of the Schedule as though fully incorporated and set forth therein. See FAR 52.215-8

The PWS in Attachment J.19 is numbered C.1 through C.18

### C.19 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 task order performance. In addition, mandatory requirements must be maintained through the life of the task order. The mandatory requirements are as follows:

**Requirement 1 - Secuity Clearance.** All personnel to be assigned under this Task Order must have at least a SECRET Security Clearance Level. Interim clearances are acceptable. At least one (1) Documentation Specialist shall possess a Top Secret level clearance.

**Requirement 2 - Facility Security Clearance.** The prime contractor's facility must be cleared to the TOP SECRET level with at least SECRET storage capability.

**Requirement 3 - Facility/Workforce Location.** The contractor's primary facility for this effort shall be located within 60 minutes commuting distance to Naval Support Activity South Potomac, Dahlgren, VA.

**Requirement 4 - Organization Conflict of Interest (OCI) Certification/Mitigation Plan.** The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential conflict of interest. The certification and/or mitigation plan shall cover all team members.

### C.20 TRAVEL REQUIREMENTS

The contractor shall perform all necessary travel required in the performance of this Task Order. Annual travel to the following destinations are anticipated:

- Pittsfield, MA
- Cocoa Beach, FL
- Cape Canaveral, FL
- Washington, DC
- Anaheim, CA
- Port Hueneme, CA
- Bangor, WA
- Newport, RI
- Kings Bay, GA
- Omaha, NE

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- San Diego, CA
- Norfolk, VA
- Bath, England
- Faslane, Scotland
- Honolulu, HI
- Other locations, as required

All overnight travel under this order must be authorized by the COR, in writing or by electronic medial, and must show the appropriate task order number, the number of people traveling, the number of days for the trip, and he reason for the trip. When travel is required, the contractor shall provide a trip report within 5 days after completion of the trip in accordance with CDRL A012.

# C.21 OTHER DIRECT COSTS FOR MATERIALS

During the performance of this task order it may be necessary for the contractor to procure materials or equipment (hereafter referred to as "materials") to respond to the mission requirements listed in the Performance Work Statement. This task order is a service contract and the procurement cost of material, of any kind, that are not incidental to, and necessary for, the contract performance may be determined unallowable costs pursuant to FAR Part 31.

- The term "material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item.
- The term "equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.
- "Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contactor-acquired property. Government property icludes material, equipment, special tooling, special test equipment, and real property.

Any material acquired by the contractor is subject to the requirements of the FAR and DFARS. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

# C.21.1 Costs Expressly Not Allowed for Direct Charge

The costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract - unless supported by DCMA as a procedure of the Contractor's accounting procedures. General purpose business expenses include but are not limited to the costs for items such as telephones (including cell phones) and telephone charges, copy machines, word processing equipment, personal computers, and other office equipment and supplies.

### C.21.2 Materials List

Materials in support of the Performance Work Statement (PWS) and Phone costs in support of the Configuration Management and Fleet Documentation Support areas of the PWS are considered to be ODC's under the task order.

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Under the CM task, there is direct communication with the Fire Control Software Developer and the FLD tasking requires direct communication with the Fleet.

Materials not fitting the descriptions listed in this section may not be purchased unless mutually agreed to by both the Government and contractor and subsequently added to the task order by contract modification.

#### C.21.3 Required Approvals

Prior written approval from the Contracting Officer shall be required for all purchases of materials under the following circumstances:

(a) If the Contractor possesses an approved purchasing system, the following applies:

(1) A purchase of materials, from the list at Section C.21.2 above, that equals \$10,000 or less per individual purchase may be executed with COR review and written approval. CO approval is not required.

(2) A purchase of materials, from the list at Section C.21.2 above, that exceeds \$10,000 per individual purchase may NOT be executed unless the COR reviews the proposed purchase and the CO issues written approval.

(b) If the Contractor does not possess an approved purchasing system, the following applies:

(1) A purchase of materials, from the list at Section C.21.2 above, that equals \$3,000 or less per individual purchase may be executed with COR review and written approval. CO approval is not required.

(2) A purchase of materials, from the list at Section C.21.2 above, that exceeds \$3,000 per individual purchase may NOT be executed unless the COR reviews the proposed purchase and the CO issues written approval.

(c) Separate multiple purchases of amounts valued below those thresholds stated in this section shall not be submitted to circumvent the COR and CO review and approval procedure. Splitting purchase requirements to defeat purchasing thresholds shall not be approved.

(d) No purchess of any amount shall be executired by a subcontractor if they do not have an approved cost accounting system.

### C.21.4 Procedure for Obtaining COR and CO Approval

To obtain COR and/or CO approval, the Contractor shall do the following:

(a) Submit a written request for purchase of materials to the COR through e-mail. The COR shall review the request. If it is in accordance with C.21.3 above and requires CO approval, the COR shall submit the request via the Contract Specialist to the CO for review and approval.

(b) Minimum requirements for a written request for purchase are as follows:

- 1) Complete description of the material to be purchased
- 2) Quantity
- 3) Unit and Total Cost
- 4) Delivery/Freight charges
- 5) Any associated service charges such as assembly, configuration, packing, etc.
- 6) An explanation of the need for the material

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- 7) List the competitive quotes received from potential suppliers
- 8) The basis for the selection of the selected supplier
- 9) Explanation of the determination of price reasonableness regarding the selected supplier costs
- 10) If the procurement is sole sourced to a particular supplier or manufacturer, include the rationale for limiting the procurement to that supplier or manufacturer.
- 11) You may seek the assistance of the Contract Specialist for guidance on item 10.

(c) Once the COR and/or CO have reviewed the request, the Government shall notify the Contractor of the outcome. Issues or details may be discussed with the Contract Specialist acting on behalf of the CO until a final Government determination is made as to whether to approve, modify, or reject the purchase.

#### C.22 GOVERNMENT SPACE

Government Office space will be provided for the following positions at the identified locations:

LOCATION	LABOR CATEGORY	FTE
NSWCDD, Bldg. 1700	Jr. Software Logistics Specialist	1
	Journeyman Software Logistics Specialist	1
	Sr. Software Logistics Specialist	1
NSWCDD, Bldg. 1200	Engineering Assistant	2
	Engineering Technician	2
NSWCDD, Bldg. 1560	Journeyman Software CM Specialist	1
	Sr. Software CM Specialist	2
NSWCDD, Bldg. 1580	Jr. Scientist/Engineer	1
	Journeyman Scientist/Engineer	1
NSWCDD, Bldg. 180	Journeyman Technical Writer	1
	Web Author/Administrator	1
	Audiovisual Specialist	1
	Sr. Scientist/Engineer	1
	Journeyman Scientist/Engineer	1
	Jr. Scientist/Engineer	1

### C.23 SECURITY

The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this task order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254. The contractor's primary facility must be cleared to the TOP SECRET level with at least SECRET storage capability. All technical and other data provided to and/or developed by the contractor shall be protected from public disclosure in accordance with the markings contained thereon. All information relating to the items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the Contracting Officer and the COR.

### C.24 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, but is not limited to computers, software, networks, certificates, and network addresses.

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#### 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.

# C.25 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.26 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this task order 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 task order. Administratively sensitive information/data must not be shared outside of the specific work areas.

# C.27 NON-DISCLOSURE AGREEMENTS (NDAs)

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

Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific tasking. The Contracting Officer's Representative (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

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information that is considered business or program sensitive and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

#### C.28 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.29 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.30 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 the requirements for marking technical data and/or computer software that are imposed by other applicable clauses, such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

(c) Digital delivery means (such as but not limited to Internet tools, websites, shared networks, and the

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like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as but not limited to "Terms of Use" licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this contract.

# C.31 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, or upon request by the Contracting Officer.

### C.32 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 DFAR 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

### C.33 SUBCONTRACTORS/CONSULTANTS

In addition to the information required by FAR 52.244-2 Alternate 1 of the contractor's SeaPort-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

(1) 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.

(2) Impact on subcontracting goals, and

(3) Impact on providing support at the contracted value

### C.34 SHIPBOARD PROTOCOL

This task order will involve working onboard U.S. and/or foreign naval ships or vessels.

As such, the offeror is reminded of his responsibility to assure that shipboard protocol is stringently followed. Specifically, visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship; the contractor is responsible for obtaining and maintaining specialized training (i.e. nuclear awareness, safety, quality control, etc.) and certification (i.e. SUBSAFE certificates etc.); personnel performing on board US Navy Ships must have at least a Secret

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Security Clearance; if not led by a government representative the contractor is responsible for briefing the ship/command upon arrival; and the contractor is responsible for debriefing the ship/command upon departure to include operational status of the equipment.

The Contractor shall ensure its personnel adhere to these requirements when performing shipboard tasking. Compliance shall be reported in the trip report.

· All assigned personnel must possess at least a SECRET Security Clearance.

• All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy and procedures.

· Alarms --actual or drill shall be reported and procedures appropriately adhered.

· Safety--hardhats, tag-outs, safety shoes, goggles, safety harnesses, etc., as appropriate shall be utilized.

• Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship both pier side and underway

• Must be able stand; walk; climb stairs; balance; stoop; kneel; crouch or crawl around and lift a maximum of 50 lbs (single person) in the test environment

• HAZMAT --Bringing hazardous materials aboard, using hazardous materials is strictly prohibited.

• The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

The designated team lead shall, upon final departure, debrief the Commanding Officer or his/her designated representative as to the success of the tasking and the operational condition of affected equipment

### C.35 PROGRESS REPORTING, DELIVERABLES, AND OTHER TASK ORDER MANAGEMENT

In support of the technical and business management of this Task Order, the contractor shall comply with the following requirements.

### C.35.1 Plan of Action and Milestone (POA&M) (CDRL A041)

The contractor shall develop a POA&M for each Work Area within the Performance Work Statement (PWS) and/or as identified by the Technical Instruction. PWS Area is defined as the level of task identified in the PWS/Technical Instruction. The POA&M is due within twenty-one (21) calendar days after Task Order award, Exercise of Option, Technical Instruction Issuance, and/or Modification to the Technical Instruction or Task Order which affect the Level of Effort or dollar estimates. Distribution shall be provided to the COR, PCO, and the Contract Specialist. The following information, as a minimum, shall appear in each POA&M.

- Date POA&M prepared (and revision number if applicable)
- Work Area/Technical Instruction No.
- POA&M applicable period of performance
- Work summary to include a listing of planned deliverables
- Estimated Man-Years required for the period to include subcontractors
- Names of personnel to be assigned and estimated Level of Effort stated in man-year.

- Planned monthly and cumulative expenditures of both labor hours and dollars. These data should be used as the basis of the planned expenditures that are graphed as part of the Monthly Progress Report.

### C.35.2 Monthly Progress Report (CDRL A001)

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**C3521** The contractor shall submit a Monthly Progress Report by the 15<sup>th</sup> of the month following the month being reported on. The cutoff date of the report shall be the same as that used for invoicing purposes by the prime contractor. Any and all subcontractor, consultant, vendor data shall be current through the "as of" date of the report. This is a material requirement of the Task Order. The report shall be unclassified and reflect no proprietary markings; narrative information shall be in Microsoft Word. E-mail submission is encouraged. The specific format shall be pre-approved by the COR and the Contract Specialist.

#### C3522

This Task Order will be funded from a variety of sponsors. It will be necessary, therefore, for the Monthly Progress Report to separately report on work accomplished for each technical instruction/project area both in terms of technical accomplishments and expenditure data. The level of detail identified in the sections below will be required for each technical instruction/project area.

#### C3523

Each line of funding obligated against this Task Order will have a unique sub-CLIN (SLIN). These SLINs are automatically established by SeaPort-e. This can result in a situation where the same line of accounting, or ACRN, could be obligated under multiple SLINs. Invoicing is accomplished at the SLIN level within Wide Area Workflow.

#### C.35.2.4

The Monthly Progress Report shall be distributed to the COR and the Contract Specialist in its entirety. The COR shall be identified at award. Other distribution may be mutually agreed to. The following information shall be provided as a minimum in the Monthly Progress Report:

#### C.35.2.4.1

<u>Summary Information</u>: The contractor shall include a summary of all funded tasks/projects/Technical Instructions (TIs) under the Task Order.

#### C.35.2.4.2

This summary shall be organized by Task Order period (Base, Option 1, etc.) and shall include the following data: Project name, TI number (if applicable), funded amount, expenditures to date, funding balance and labor hours expenditures. It is expected that as data for completed CLINs/SLINs are revised due to indirect rate adjustments or other reasons, de-obligations of excess amounts, etc., information in this summary section shall be revised accordingly.

### C.35.2.4.3

For both current and completed CLINs, provide tables that show ceiling hours, funded hours, and both current and cumulative hours (separately identify regular hours from UT/TTA hours) charged to the Task Order by Task Order labor category. Provide subtotals for key and non-key categories.

### C.35.2.4.4

Following this summary expenditure information, the report shall identify the CLIN currently being performed and its period of performance. List current CLIN Task Order modifications by number, to include date issued and description. List TIs issued by number, date issued and description. Show amount funded, total expenditures, funding balance, and total invoiced to date.

#### C.35.2.4.5

<u>Detailed information to be provided by task/project/TI:</u> The data described below shall be provided for each project/work area/technical instruction. The document shall provide a separate section or module for each task/project/TI. Sections or modules are required only for work being performed during the current period or CLIN.

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Discuss efforts performed during the reporting period.

# C.35.2.4.7

Identify any problems encountered (technical/schedule/cost) and resolutions. Specifically note if there are any unresolved problems/issues at the end of the reporting period.

# C.35.2.4.8

Specifically state whether the task is on schedule, ahead of schedule, or behind schedule. If behind schedule, discuss what steps are being or will be taken to complete all requirements on time if possible, or provide a proposed revised schedule based on best current estimates. Note that any revisions to the delivery schedule could require advance Government approval by modification to the TI.

# C.35.2.4.9

Provide the status of all assigned deliverables. Include title, CDRL number, due date, date delivered, applicable task/project/TI, Government point of contact, Contractor point of contact and description of deliverable(s). The final report for each contract period shall include a cumulative list of all deliverable items provided. Detail shall be the same as that provided in individual monthly reports.

### C.35.2.4.10

Identify any open correspondence that requires either Government or Contractor action.

### C.35.2.4.11

<u>Financial and other information</u>: It is a material requirement of this Task Order that expenditure information be current thru the "as of" date of the report for all performers (prime contractor, subcontractor, consultant, vendor). It is understood that this data may reflect higher expenditures than what has been invoiced. For example, a report for the period ending 31 Oct 2007 is expected to reflect all subcontractor expenditures in terms of hours and dollars thru 31 Oct 2007 whether or not these amounts have been invoiced to, or paid by, the prime contractor.

### C.35.2.4.12

Provide current and cumulative expenditures of both hours and dollars. The level of detail shall be at the Labor Category, Year or TI level for this and subsequent paragraphs. Separately show expenditures by CLIN (labor and ODC). Show the amount funded and compute a funding balance.

### C.35.2.4.13

Provide line graphs showing cumulative expenditures of both hours and dollars. These graphs shall show planned cumulative expenditures as well as cumulative funded level(s). Planned values may not be linear and will require revision as/if plans change. Provide numerical values for all points graphed. Dollar expenditures may be rounded to the nearest dollar; quantities of labor hours may be rounded to the nearest hour.

# C.35.2.4.14

Provide the names of all personnel charging. Organize this data by Task Order labor category and show both current and cumulative hours charged for each individual. Separately show uncompensated hours/total time accounting hours worked (if applicable). Task Order labor categories shall be identified as to whether they are key or non-key categories. Subtotals shall be provided for key and non-key categories as well as total current and cumulative hours. These data shall include subcontractor/ consultant hours in appropriate labor categories.

### C.35.2.4.15

Identification of all items charged against the ODC CLIN. Include description of item, quantity, purpose, vendor, unit price, extended price and disposition.

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# C.35.2.4.16

Total expenditures shall be compared to those invoiced for the same period and differences explained. It is understood that subcontractor/consultant expenditures reported in the Monthly Progress Report will frequently be greater than the amounts invoiced.

## C.35.2.4.17

Travel Performed. Identify all travel direct-charged during the period, showing the following for each: Destination, purpose of trip, number of travelers, length of trip, and estimated cost of the trip. It is understood that these costs are estimates only and that actuals would be available only after all travel claims have been paid.

# C.35.2.4.18

The contractor shall be responsive to requests for changes to the above requirements if, during performance, the Government identifies a need for additional/revised information to be included. All changes to the Monthly Progress Report shall be approved in advance by the COR and the Contracting Specialist.

### C.35.2.4.19

### Table of Approved Personnel

The contractor shall submit a monthly report showing all personnel who have been approved to charge to this Task Order. This report is due concurrent with submission of the first Monthly Progress Report, 15 days after the end of the month being reported on.

# C.35.2.4.20

This report shall be submitted in tabular format that shall show the following: Task Order labor category, individual's name, employer, location (if Government working space), date resume submitted, date resume approved, and date removed. If a resume is submitted as a replacement for a Key Person approved at time of award, the name of the individual being replaced shall also be provided. The specific format will be addressed at the Task Order Kick-Off meeting.

### C.35.3 Monthly Reviews

The contractor shall participate in Monthly Reviews to discuss work being performed. The reviews may be conducted at the overall Task Order level or for specific projects/work areas/TIs. Reviews will be scheduled by the Government.

### C.36 DELIVERABLE REQUIREMENTS

Specific deliverable requirements are identified below:

CDRL No.: A001 Title: Contractor's Progress, Status & Management Report Subtitle: Letter Progress Report DID No. DI-MGMT-80227 Contract Reference: C.2.4 Requiring Office: NSWCDD K40/K50, K70, Corporate Frequency: Monthly Date of First Submission: Due on the 15<sup>th</sup> of the month after the end of the month being reported on Date of Subsequent Submission: Monthly thereafter Distribution: NSWCDD K40/K50, K70, NSWCDD CXS13, NSWCDD SME, CXA40, K03B Remarks: Progress reports shall be delivered electronically and shall be in compliance with the format provided by the COR. Eelectronic submittal in MS Word/Excel is acceptable.

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CDRL No.: A002 Title: Computer Software Product End Item Subtitle: Software Procedures DID No. DI-MCCR-80700 Contract Reference: C.9.1.1, C.12.10 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: To be defined at the T.I. level Date of Subsequent Submission: To be defined at the T.I. level Distribution: NSWCDD K53, K55 Remarks: Formal Government approval is required

CDRL No.: A003 Title: Computer Program End Item Documentation Subtitle: Software Documentation DID No. DI-IPSC-80590A Contract Reference: C.9.1.1, C.12.10 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: To be defined at the T.I. level Date of Subsequent Submission: To be defined at the T.I. level Distribution: NSWCDD K53, K55 Remarks: Formal Government approval is required

CDRL No.: A004 Title: Computer Software Product End Item Subtitle: Source Code DID No. DI-MCCR-80700 Contract Reference: C.9.1.1, C.12.10 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: To be defined at the T.I. level Date of Subsequent Submission: To be defined at the T.I. level Distribution: NSWCDD K53, K55 Remarks: Formal Government approval is required

CDRL No.: A005 Title: Computer Software Product End Item Subtitle: Statistical Data File DID No. DI-MCCR-80700 Contract Reference: C.2.2.4 Requiring Office: NSWCDD K40/K50 Frequency: As Required Date of First Submission: To be defined at the T.I. level Date of Subsequent submission: To be defined at the T.I. level Distribution: NSWCDD K40/K50 Remarks: Formal Government approval is required

CDRL No.: A006 Title: Technical Report Subtitle: Software Problem Report DID No. DI-MISC-80508A

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Contract Reference: C.3.2, C.5.2 Requiring Office: NSWCDD K40 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K46, K41

CDRL No.: A007 Title: Technical Report – Study/Services Subtitle: Detailed Test Procedures DID No. DI-MISC-80508A Contract Reference: C.3.3, C.5.3, C.5.6, C.5.15 Requiring Office: NSWCDD K40 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K41, K46

CDRL No.: A008 Title: Software Test Report DID No. DI-IPSC-81440A Contract Reference: C.3.4, C.5.4, C.7.3.9, C.7.9.3 Requiring Office: NSWCDD K40/K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K46, K41, K53

CDRL No.: A009 Title: Technical Report – Study/Services Subtitle: V&V Reports DID No. DI-MISC-80508A Contract Reference: C.3.5 Requiring Office: NSWCDD K40 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K46

CDRL No.: A010 Title: Status Report Subtitle: Weekly Status Report DID No. DI-MGMT-80368 Contract Reference: C.3.5, C.11.1.6, C.16.1.6 Requiring Office: NSWCDD K40/K50, K70 Frequency: Weekly Date of First Submission: As Required Date of Subsequent Submission: 7 days Distribution: NSWCDD K46, K55, K70

CDRL No.: A011 Title: Technical Report – Study/Services Subtitle: V&V Documents

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DID No. DI-MISC-80508A Contract Reference: C.3.6 Requiring Office: NSWCDD K40 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K46

CDRL No.: A012 Title: Technical Report – Study/Services Subtitle: Trip Report DID No. DI-MISC-80508A Contract Reference: C.3.14, C.5.11, C.7.3.6, C.15.7, C.17.5, C.18.3 Requiring Office: NSWCDD K40/K50, Corporate Frequency: As Required Date of First Submission: Trip reports shall be submitted within 5 working days of trip. Date of Subsequent Submission: As Required Distribution: NSWCDD K46, K51, K53, K42, C6, CXA040

CDRL No.: A013 Title: Presentation Material Subtitle: Electronic & Paper Copies DID No. DI-ADMN-81373 Contract Reference: C.2.2.3, C.3.15, C.5.12, C.7.3.6, C.7.6, C.15.7, C.15.10 Requiring Office: NSWCDD K40/K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K46, K41, K53, K42 Remarks: Number of paper copies will vary.

CDRL No.: A014 Title: Test Plan Subtitle: System/Software Test Plan DID No. DI-IPSC-81438A Contract Reference: C.3.20, C.12.10 Requiring Office: NSWCDD K40/K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K46, K55

CDRL No.: A015 Title: System/Software Test Description DID No. DI-IPSC-81439A Contract Reference: C.3.20, C.12.10 Requiring Office: NSWCDD K40/K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K46, K55

CDRL No.: A016

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Title: Technical Report – Study/Services Subtitle: Memorandum DID No. DI-MISC-80508A Contract Reference: C.7.3.5, C.10.1.1.5, C.10.1.2.6, C.10.2.1.5, C.10.3.1.5, C.15.6 Requiring Office: NSWCDD K40/K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53, K46, K42

CDRL No.: A017 Title: Status Report Subtitle: Monthly DID No. DI-MISC-80508A Contract Reference: C.5.5 Requiring Office: NSWCDD K40 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K41

CDRL No.: A018 Title: Commercial Drawings and Associated Lists Subtitle: Facility Drawings DID No. DI-SESS-81003B Contract Reference: C.11.1.3, C.12.8 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K55

CDRL No.: A019 Title: Technical Report – Study/Services Subtitle: Schedules DID No. DI-MISC-80508A Contract Reference: C.4.1, C.4.2, C.4.3, C.4.13, C.11.1.6, C.16.1.6 Requiring Office: NSWCDD K40/K50, K70 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K46, K55, K70

CDRL No.: A020 Title: Technical Report – Study/Services Subtitle: Software Kit Checklist DID No. DI-MISC-80508A Contract Reference: C.4.5, C.4.6 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53

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CDRL No.: A021 Title: Technical Report – Study/Services Subtitle: Documentation/Design Procedures DID No. DI-MISC-80508A Contract Reference: C.12.4 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K55

CDRL No.: A022 Title: Technical Report – Study/Services Subtitle: Quarterly Liaison Letter DID No.: DI-MISC-80508A Contract Reference: C.4.8 Requiring Office: NSWCDD K50 Frequency: Quarterly Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53

CDRL No.: A023 Title: Document Changes DID No.: DI-MISC-80358A Contract Reference: C.4.10, C.6.10, C.7.2.1, C.7.2.2, C.7.3.5, C.10.1.1.10, C.10.2.1.10, C.10.3.1.10, C.12.7, C.12.10, C.12.11, C.15.5.1, C.15.5.2, C.15.6 Requiring Office: NSWCDD K40/K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53, K46, K55, K42

CDRL No.: A024 Title: Technical Report – Study/Services Subtitle: Shipment Notification Messages/ Transmittals/ Correspondence Control Sheets DID No.: DI-MISC-80508A Contract Reference: C.4.14, C.4.15, C.4.18, C.12.7 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53, K55

CDRL No.: A025 Title: Technical Report – Study/Services Subtitle: Analysis Report DID No.: DI-MISC-80508A Contract Reference: C.4.16, C.12.11 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As Required

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Date of Subsequent Submission: As Required Distribution: NSWCDD K53, K55

CDRL No.: A026 Title: Technical Report – Study/Services Subtitle: Software Logistics Management Plan DID No.: DI-MISC-80508A Contract Reference: C.4.17 Requiring Office: NSWCDD K53 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53

CDRL No.: A027 Title: Technical Report – Study/Services Subtitle: Distribution Lists & Labels DID No.: DI-MISC-80508A Contract Reference: C.7.10.4 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53

CDRL No.: A028 Title: Technical Report – Study/Services Subtitle: Updates to Documentation Requirements List DID No.: DI-MISC-80508A Contract Reference: C.7.10.6 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53

CDRL No.: A029 Title: Scientific and Technical Reports Subtitle: Trouble and Failure Reports/ Corrective Action Reports/ Planned Maintenance System Feedback/ 2 Kilo Reports DID No.: DI-MISC-80711A Contract Reference: C.6.2, C.6.5 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53

CDRL No.: A030 Title: Scientific and Technical Reports Subtitle: TFR & TFR/CAR Status Reports DID No.: DI-MISC-80711A Contract Reference: C.6.9, C.12.9

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Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53, K55

CDRL No.: A031 Title: Failure Summary and Analysis Report DID No.: DI-RELI-80255 Contract Reference: C.6.11 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53

CDRL No.: A032 Title: Technical Report Subtitle: Fleet Documentation DID No.: DI-MISC-80508A Contract Reference: C.7.1.3, C.7.1.4, C.7.3.5, C.15.6 Requiring Office: NSWCDD K40/K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53, K42

CDRL No.: A033 Title: Report, Record of Meeting/Minutes Subtitle: Meeting Minutes DID No.: DI-ADMN-81505 Contract Reference: C.7.3.6, C.10.1.1.4, C.10.1.1.8, C.10.2.1.4, C.10.2.1.8, C.10.3.1.4, C.10.3.1.8, C.12.5, C.15.7 Requiring Office: NSWCDD K40/K50 Frequency: As Required Date of First Submission: Within 5 working days of meeting Date of Subsequent Submission: Within 5 working days of meeting Distribution: NSWCDD K53, K46, K55, K42

CDRL No.: A034 Title: Technical Report – Study Services Subtitle: Miscellaneous Reports and Studies DID No.: DI-MISC-80508A Contract Reference: C.7.4, C.7.6, C.10.1.1.9, C.10.2.1.9, C.10.3.1.9, C.10.4.2,, C.10.4.4, C.11.2.3, C.11.3.1, C.11.4, C.11.6, C.12.4, C.12.5, C.12.6, C.12.7, C.12.8, C.12.9, C.12.11, C.15.9, C.15.10, C.16.2 Requiring Office: NSWCDD K40/K50, K70 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53, K46, K55, K42, K70

CDRL No.: A035

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Title: Technical Report – Study/Services Subtitle: Technical Publications DID No.: DI-MISC-80508A Contract Reference: C.8.1.7, C.11.2.1, C.11.2.2 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As required Date of Subsequent Submission: As required Distribution: NSWCDD K53, K55

CDRL No.: A036 Title: Software User's Manual DID No.: DI-IPSC-81443A Contract Reference: C.12.10 Requiring Office: NSWCDD K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K55

CDRL No.: A037 Title: Agenda DID No.: DI-ADMN-81249A Contract Reference: C.10.1.1.2, C.10.1.1.3, C.10.2.1.2, C.10.2.1.3, C.10.3.1.2, C.10.3.1.3 Requiring Office: NSWCDD K40 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K46 Remarks: Number of copies will be determined by conference attendance.

CDRL No.: A038 Title: Engineering Change Documents DID No.: DI-CMAN-80400 Contract Reference: C.10.1.1.7.1, C.10.2.1.7.1, C.10.3.1.7.1 Requiring Office: NSWCDD K40 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K46

CDRL No.: A039 Title: Technical Report – Study/Services Subtitle: SPALT Documentation DID No.: DI-MISC-80508A Contract Reference: C.10.1.2 Requiring Office: NSWCDD K40 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K46

CDRL No.: A040

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Title: Technical Report – Study/Services Subtitle: Training Targeting Messages DID No.: DI-MISC-80508A Contract Reference: C.7.7.3, C.15.1.3 Requiring Office: NSWCDD K40/K50 Frequency: As Required Date of First Submission: As Required Date of Subsequent Submission: As Required Distribution: NSWCDD K53, K42

CDRL No.: A041 Title: Plan of Action & Milestones DID No.: DI-MISC-80368A Contract Reference: C.35.1 Requiring Office: NSWCDD K03B, Contracts Frequency: As Required Date of First Submission: Within 21 days after Task Order award, Exercise of Option, Technical Instruction Issuance, and/or Modification to the Technical Instruction or Task Order which affect the Level of Effort or dollar estimates. Date of Subsequent Submission: As Required Distribution: NSWCDD K03B, CXS13

CDRL No: A042 Title: Government Information/Property Subtitle: End of Contract Return Contract Reference: C.2.2.4, C.9.1.1, C.12.10 Requiring Office: NSWCDD K40/K50 Frequency: End of Contract Date of First Submission: 30 days before end of contract Distribution: NSWCDD K40/K50, K53, K55 Remarks: The purpose of this CDRL is for the Contractor to report out the return of Government Information/Property (Unclassified and Classiffied)

### C.37 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

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

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

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

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

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

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

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to

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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.

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

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

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

# C.38 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 COR with an inventory and Material Safety Data Sheet (MSDS) for these materials.

### C.39 DdI-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

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

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

### C.40 DdI-G12 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 (to be identified at Task Order award).

(b) The contractor will be given at least five working days notice prior to the date of the meeting by the Contracting Officer.
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(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

(d) A second post award meeting may, 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.41 HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

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

# C.42 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

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

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

(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.

## C.43 HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal\_\_\_\_\_dated **23 January 2012** in response to NAVSEA Solicitation No.

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(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

## C.44 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.

## C.45 OPERATION OF GOVERNMENT VEHICLES

The Contractor may be required to drive Government vehicles both on-site at NSWC, Dahlgren Division and off-site in the performance of duties associated with the tasking of this task order. Government provided vehicles will be used solely for the purposes as described in the Performance Work Statement and Technical Instructions of this task order. All drivers must present proof of a valid state driver's license prior to operating a Government vehicle. A valid state driver's license shall be accepted as proper authority for operation of vehicles up to and including 10,000 pounds gross vehicle weight and carrying less than 15 passengers. For vehicles over 10,000 lbs and carrying more than 15 passengers, a valid state driver's license and proof of required Navy training for vehicle are required. The state driver's license must be valid for the class and weight of the vehicle which the contractor will be operating.

# C.46 ADDITIONAL INFORMATION RELATING TO THE ISSUANCE OF TECHNICAL INSTRUCTIONS

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

# C.47 ACCOUNTING SYSTEM ADEQUACY

(a) FAR 16.301-3(a)(1) requires that a contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Defense Contract Audit Agency (DCAA).

(b) This requirement applies equally to the prime contractor as well as their subcontractors who are proposed for cost-reimbursement or time and materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are

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priced (actual cost plus indirect burdens). Subcontractors without approved accounting systems should be contracted using firm fixed price or labor hour contracts.

(c) The prime contractor is solely responsible for verifying that subcontractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require subcontractors to include a copy of DCAA's most recent review/approval letter as part of their proposal detail. Proposal statements that the accounting system "has been approved" will not be accepted; a copy of DCAA's letter is required.

(d) The prime contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

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# SECTION D PACKAGING AND MARKING

**D.1** Delivery shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

#### D.2 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.

#### D.3 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:
- All deliverables shall be packaged and marked IAW Best Commerical Practice.

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# SECTION E INSPECTION AND ACCEPTANCE

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

## PERFORMANCE BASED CRITERIA:

(a) This is a performance based Contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with information regarding the CPARS process at the following Internet site:

http://www.cpars.csd.disa.mil/cparsmain.htm

## QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

## 1. PURPOSE

(a) This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to ensure the systematic quality assurance methods are used in the administration of this performance based service order. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the order. A properly executed QASP will assist the Government in achieving the objectives of this procurement.

(b) This Task Order provides technical and engineering services in support of the Submarine Launched Ballistic Missile (SLBM) and Ballistic Missile Submarine (SSBN) community and the Guided Missile Submarine (SSGN) community. Programs and services include verification and validation, software logistics, developer testing, trouble and failure report program, fleet documentation, information management, documentation management, support software development, media testing, configuration management, security office support, facility and engineering support, metrics collection/analysis, program planning system support, strategic and training targeting, IT security support, corporate communications support, and corporate IT software and data systems support. The resulting performance based order will have cost plus fixed fee Labor CLINS and cost only Other Direct Cost (ODC) CLINS. The order will be for a base year with two one-year options. The Government will use a properly executed QASP to assist in achieving the overall objectives of this procurement.

## 2. AUTHORITY

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

## 3. SCOPE

(a) The QASP is put in place to provide Government *surveillance* oversight of the contractor's efforts to assure that they are timely, effective and are delivering the results specified in the order.

(b) The contractor's performance on this task order will be evaluated by the Government as described below.

The first evaluation will cover the period ending six months after date of contract award with successive evaluations covering each 12-month period thereafter. The Government will use the QASP to evaluate all work performed by the contractor at any time during the period; the evaluation will not consider reports or information from prior periods. For each period, the contractor shall complete a self-assessment covering all areas of the QASP. The Government will consider the information provided by the self-evaluation, in the course of evaluating performance. If the Contracting Officer assigns an

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"Unsatisfactory" performance rating for the period evaluated, the next option period will not be exercised.

(c) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this task order such as the Contractor Performance Assessment Reporting System (CPARS) report or the Task Order Performance Evaluation (TPOE) report.

## 4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

The following Government resources shall have responsibility for the implementation of this QASP:

## (a) Contracting Officer

(1) A person duly appointed with the authority to enter into (Procuring Contracting Officer (PCO) or administer (Administrative Officer (ACO)) contracts and make related determination and findings on behalf of the Government. The PCO for this task order is identified in section G, DDL-G10 Government Contract Administration Points-of-Contact and Responsibilities. 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.

(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 assures 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.

## (b) Contract Specialist

(1) An individual assigned by the PCO to assist in the daily administration of the task order.

(2) Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

## (c) Contracting Officer's Representative (COR)

(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 task order award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the order.

(2) The COR is responsible for technical administration of the task order and assures proper Government surveillance of the contractor's technical performance. The COR provides QASP reports to the PCO.

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

## (d) Subject Matter Expert (SME)

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

(2) Subject Matter Experts may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the task order.

(3) A Government SME cannot, in any manner, alter the scope of the task order, make commitments or authorize any changes on the Government's behalf.

## 5. METHODS OF QA SURVEILLANCE

(a) The methods of surveillance used in the administration of this QASP are identified in Tables 1 thru
 6. The Government will conduct surveillance of contractor performance utilizing the evaluation and measurement criteria in the QASP, supplemented with additional information listed below, to determine whether the contractor is effectively complying with all the terms and conditions of the task order. With

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the exception of available funding, the assessed performance level using this QASP will be a determining factor in the PCO's decision to exercise an option or not.

(b) Contractor Performance Assessment Report System (CPARS) – The market place for information technology, engineering, and management support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS under this task order. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. For this procurement, the Government will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

#### 6. DOCUMENTATION

In addition to providing written reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function including the COR's Monthly Report to the Contracting Officer. All such reports will be maintained for the life of the order. The COR shall forward these records to the Contracting Officer at termination or completion of the order.

#### 7.0 SCHEDULE

1<sup>st</sup> Evaluation Period - The first evaluation will cover the period ending 6 months from task order award. In order to accomplish this, the following schedule applies:

(a) Contractor Self-Assessment (written) due to the Contracting Officer and the COR no later than the end of month six (6) of the period of performance. Failure of the contractor to make a timely delivery will be viewed as the contractor's overall inability to comply with task order schedules.

(b) COR Written Assessment due to the Contracting Officer no later than the end of month six (6) of the period of performance.

(c) Week three or four of month seven (7) of the period of performance. The Contracting Officer will hold a meeting with the COR and the Contractor for the purpose of reviewing inputs and determining the overall assessment level for the period.

(d) Subsequent Evaluations – All subsequent evaluations begin twelve months from the initiation of the proceeding evaluation. The process will follow exactly as described above for the first evaluation period. The Contractor will initiate the process by submitting the self-evaluation exactly 12 months from the date of submission for the previous evaluation period.

(e) Interim Evaluation – The COR can provide feedback to the CO at anytime during the period of performance. The CO will provide this feedback to the Contractor upon receiving it, if the feedback indicates that the Contractor is not meeting the acceptable performance standards as defined herein.

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

#### 8. SURVEILLANCE

The tables below set forth the performance ratings, standards, outcome and surveillance methods to document the results of the surveillance on an annual basis as well as interim and informal reviews (i.e.IPRs) on a more frequent basis.

(a) Performance Ratings: The Government will evaluate the contractor's performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Satisfactory
- (3) Unsatisfactory

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The standards associated with these ratings are given in the following Table 1.

# TABLE 1: OVERALL PERFORMANCE RATINGS

Overall Performance Rating	Standard	
Excellent	"Excellent" ratings for all performance evaluation criteria in Tables 3, 5 and 6.	
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria in Tables 3, 5 and 6.	
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria in Tables 3, 5 and 6.	

#### (b) Objectives / Determination:

#### 1. Interim/Informal

Interim/informal performance evaluations will be provided to assess performance at each IPR.

#### 2. Annual

The Contracting Officer will make a performance determination at the end of each evaluation period. The determination will be based upon COR's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR'S recommendations and the contractor's comments/report regarding the evaluation. The Contracting Officer's performance determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor within 30 days of receipt of the contractor's self-assessment.

## **TABLE 2: OBJECTIVES**

Assessment Period	Acceptable Performance Definition	How Measured	Outcome
Base:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	After the first six months using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	<ul> <li>(+) Meet the acceptable performance definition as a condition for exercise of option 1.*</li> <li>(-) Does not meet the acceptable performance definition as a condition for exercise of an option 1.*</li> </ul>
Option I:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	<ul> <li>(+) Meet the acceptable performance definition as a condition for exercise of an option. 2.*</li> <li>(-) Does not meet the acceptable performance</li> </ul>

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Option II:	rating of a based on and 6 with	v Task Performance at least "Satisfactory" roll up of Tables 3, 5 h two or more areas cellent". See Below	eval ann syst	ually using the QASP luation ratings; ually using the CPARS em covering the vious 12 months.	include measu will der met/no of satis	PARS ration all QASP rement are note numb t met, and sfactory an ent for met	eas and er of number

\* The Government will not exercise the next option year term unless the contractor meets the acceptable performance definition.

(c) Performance Evaluation Criteria. The contractor's performance will be evaluated using the criteria and standards provided for each objective, and identified in Tables 3, 5 and 6 of this contract clause. Based on this evaluation, each assessment period will be given an overall rating resulting from the rolled up objective. Each of the criteria in Tables 3, 5 and 6 must score a minimum of "Satisfactory" to receive an overall performance rating of "Satisfactory" in each assessment period. Additional ratings of "Excellent" are required in the last option year as shown in the Table above.

(d) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Determining Official, and the COR. In some instances, a SME will be assigned to the contract or task order in addition to a COR.

(e) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report.

## 8. QASP OBJECTIVES, STANDARDS AND ACCEPTABLE QUALITY LEVELS (AQLS)

The following tables provide the specific performance objectives, standards, acceptable quality levels (AQLs) and monitoring methods that will be used by the Government in assessing the overall quality of the contractor's performance under this Task Order. The AQLs are referenced to specific Performance Work Statement (PWS) sections of the Task Order.

**81** Tables 3 and 4 will be used to assess the quality of technical performance under the Task Order. Table 3 contains ratings and criteria while Table 4 contains performance requirements subject to evaluation.

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
	Work product fails to meet the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary, Table 4.	Quality Levels (AQLs) defined in Performance	Work product meets 91 to 100% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4.

## **TABLE 3: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

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Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per Task Order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per Task Order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to Government requests or is non-responsive to Government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to Government requests.	Contractor consistently meets deadlines, schedules, and responds immediately to Government request.
Customer Satisfaction	Fails to meet customer expectations.	Meets customer expectations.	Exceeds customer expectations.

# TABLE 4: TECHNICAL PERFORMANCE REQUIREMENTS SUMMARY TABLE

Work Area PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	QASP Typical Monitoring Method
C.3	Verification and Validation	Test Plans, procedures, results, reviews, meeting minutes, program documentation, and status reports are completed on time IAW with Government requirements for content and format. Issues are documented and reported.	V & V costs not to exceed 10% of original budget. Testing schedule met 100% of the time. 100% of the test objectives are met for each test event. 100% of all test reports completed on schedule. 95% of test reports have no errors.	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.
C.4			Revisions and or corrections to technical documentation including shipping schedules, transmittals, software checklists and naval messages require no more than two (2) review/comment /approval cycles to meet acceptance. 90% completed by due date.	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.

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C.5	Developer Testing	Test documentation is technically accurate and is documented to a level of detail appropriate to the intended reviewer and is provided in a timely manner IAW the planned schedule.	Revisions and/or corrections to test documentation require no more than two (2) review/comment /approval cycles to meet acceptance. 90% completed by due date.	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.
C.6	Trouble and Failure Report Program (TFR)	TFR database is maintained IAW documented procedures. Reported problems are investigated and corrective action reports are generated per schedule. Metric reports are generated and delivered per schedule.	Corrective action reports and metric reports require no more than one (1) review/comment /approval cycle to meet acceptance. 100% completed by due date.	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.
C.7	Fleet Documentation (FLD)	Documentation is developed IAW documented policies, processes, and procedures. Documentation is delivered per schedule.	Revisions and updates to fleet documentation require no more than two (2) review/comment /approval cycles to meet acceptance. 90% completed by due date.	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.
C.8	K40/50 Information Management System (IMS) and Documentation Management System (DMS)	Documentation and related products are developed IAW documented policies, processes and procedures.	Tasks, revisions and/or corrections to the documentation completed on or before agreed upon dates.	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.

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C.9	Support Software Development and Media Testing.	Software and related products are developed and media testing is performed IAW documented policies, processes and procedures.	Software and related products are completed IAW documented schedules with no severity of problems. Media testing is completed IAW documented schedules and results/printouts are provided.	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.
C.10	Configuration Management (CM)	CM system supports tracking and reporting of software and documentation. Information and change information assurance is maintained. CCB agendas and minutes are accurate and delivered IAW schedule. SW SPALT documentation is accurate and delivered to the SPALT Data System IAW schedule. Documents in the database systems are maintained, updated and information assurance is maintained. CCB agendas and minutes are accurate and delivered IAW schedule. SW SPALT documentation is accurate and delivered to the SPALT Data System IAW schedule.	Revisions and/or corrections to change documents, CCB items and SPALT documentation require no more than two (2) review/ comment/approval cycles to meet acceptance. 90% completed by due date.	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.
C.11	SLBM Security Office Support	Accreditation artifacts are developed IAW with higher level requirements. Deliverables are of high quality and are submitted IAW with agreed upon schedules.	Revisions and/or corrections to IA (Information Assurance) documentation require no more than two (2) review/comment /approval cycles to meet acceptance. 100% completed by due date. System reporting (PWS items , C.11.1.4, C.11.1.7 and C.11.4.8)	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor

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		100170-04-		21	is performed withir necessary timefrar		metri	cs.	J
ES	Facility an Engineerii Support (F	ng	Delivered produ materials are to based on currer K55/K40/K50 p and templates. deliveries are p on an agreed ti and schedule.	be nt rocesses Timed rovided	Baseline AQL's addressed as follor as stated in the PV C.12.1, C.12.9, and C.12.11 updates in these areas are rea- to be addressed or completed within 2 hours of receipt. C.12.4, C.12.7, and C.12.8 are to adhe K55/K40/K50 and NSWCDD policies templates. Project deadlines are to be based on predefine schedules by agree or other non-control requirements.	VS. quired 4 d re to and ed ement	metric met/n of sul requin appro docun Govt provid verify metric	ractor to p cs of due not met, n pomissions red for Ge oval for ea ment; dat comment ded. COF de oversig Contract cs.	dates umber s ovt ach es and ts to ght and
C	Metrics Collection (MTA)	/Analysis	Metrics reports and presentations are provided on agreed to schedules and meet the acceptable quality.		Metrics reports and presentations are provided with at lea 95% accuracy and corrections are incorporated successfully with n more than 1 review/comment /approval cycle.	ast	metric met/r of sul requir appro docur Govt provic provic	ractor to p cs of due tot met, n comissions red for Ge oval for ea ment; dat comment ded. COF de oversig Contract	dates umber s ovt ach es and ts to ght and
F	<40/K50 F Planning S Support	-	Software, Cost Reporting Tools, and reports are updated on agreed to schedules and meet the acceptable quality.		Import of data into existing tools is accomplished with defects. Updates existing tools to ad new capabilities or generation of new require no more th review/comment /approval cycles to achieve a working product.	s to d tools an 2	Contr metric met/r of sul requir appro docur Govt provic provic	ractor to p cs of due not met, n omissions red for Go oval for ea ment; dat comment ded. COF de oversig	dates umber s ovt ach es and ts ts to ght and
Т	Strategic a Training T (STT)		Documentation development, d development, a	lata	All products products by the contractor n to completed using	eed		actor to p cs of due	

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		technical reviews are performed in accordance with the processes and standards set forth. Additionally, all work is completed to meet the specified schedules.	more than 2 review cycles.	met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.
C.16	K70 IT Security Support	Accreditation artifacts are developed IAW with higher level requirements. Deliverables are of high quality and are submitted IAW with agreed upon schedules.	Revisions and/or corrections to IA (Information Assurance) documentation require no more than two (2) review/comment /approval cycles to meet acceptance. 100% completed by due date. System reporting is performed within necessary timeframes	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.
C.17	Corporate Communications Support (Corporate)	All projects and products including: internal/external website development/updates, publications, presentations, briefs, speeches, articles are completed accurately on time IAW government requirements.	All completed projects and products meet deadline 95% of the time.	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.
C.18	Corporate IT Software and Data Systems Support (CXA40)	All projects including development of software, web & database table and business applications are to be documented completed on an agreed timeline and schedule.	All completed projects and products meet deadline 95% of the time.	Contractor to provide metrics of due dates met/not met, number of submissions required for Govt approval for each document; dates and Govt comments provided. COR to provide oversight and verify Contractor metrics.

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82 The following Table 5 addresses Management aspects of performance. In this table, the term "Government" refers to both the COR and the PCOorganizations.

# TABLE 5: MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are 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 responsive to Government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective and timely.

## 8.3 The following Table 6 addresses Cost Performance and Reporting aspects of performance.

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.
Invoice Management	Invoices are generally late and/or contain errors. Differences between invoiced amounts and progress report	Invoices are timely (no more than three weeks after the end date of the period being invoiced; are accurate with respect to	Invoices are timely (no more than two weeks after end date of period being invoiced) with respect to both prime and subcontractor costs; are

## TABLE 6: COST PERFORMANCE AND REPORTING EVALUATION CRITERIA AND STANDARDS

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expenditure are unexplained. Contractor does not respond to Government questions in a timely manner.	ACRNs/SLINs invoiced; and differences between progress report expenditures and invoiced	accurate with respect to both ACRNs/SLINs invoiced; and al differences between progress report expenditures and invoiced costs are fully explained. Contractor is very proactive in responding to Government questions and takes prompt action to resolve any issues.
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# SECTION F DELIVERABLES OR PERFORMANCE

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

4000	5/1/2012 - 4/30/2013
4001	5/1/2012 - 4/30/2013
4101	5/1/2013 - 4/30/2014
4102	5/1/2013 - 4/30/2014
4201	5/1/2014 - 4/30/2015
4202	5/1/2014 - 4/30/2015
6000	5/1/2012 - 4/30/2013
6001	5/1/2012 - 4/30/2013
6100	5/1/2013 - 4/30/2014
6101	5/1/2013 - 4/30/2014
6200	5/1/2014 - 4/30/2015
6201	5/1/2014 - 4/30/2015

## CLIN - DELIVERIES OR PERFORMANCE

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

4000	5/1/2012 - 4/30/2013
4001	5/1/2012 - 4/30/2013
4101	5/1/2013 - 4/30/2014
4102	5/1/2013 - 4/30/2014
4201	5/1/2014 - 4/30/2015
4202	5/1/2014 - 4/30/2015
6000	5/1/2012 - 4/30/2013
6001	5/1/2012 - 4/30/2013
6100	5/1/2013 - 4/30/2014
6101	5/1/2013 - 4/30/2014
6200	5/1/2014 - 4/30/2015
6201	5/1/2014 - 4/30/2015

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

4100	5/1/2013 - 4/30/2014
4200	5/1/2014 - 4/30/2015

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# SECTION G CONTRACT ADMINISTRATION DATA

#### 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, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

## SPECIAL INVOICE INSTRUCTIONS

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

#### DdI-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

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

# DdI-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

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

Procuring Contracting Officer (PCO)

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Contract Specialist

Administrative Contracting Officer (ACO)

Contracting Officers Representative (COR):

Subject Matter Expert (SME)

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

#### HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <a href="https://wawf.eb.mil">https://wawf.eb.mil</a> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <u>http://wawftraining.com</u>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <u>http://wawftraining.com</u>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <a href="https://wwwf.eb.mil">https://wwwf.eb.mil</a>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

	Invoice (FFP Supply & Service)
	Invoice and Receiving Report Combo (FFP Supply)
	Invoice as 2-in-1 (FFP Service Only)
Х	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
	Receiving Report (FFP, DD250 Only)

Type of Document (contracting officer check all that apply)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	N00178
Admin DODAAC	S2404A
Pay Office DODAAC	HQ0338

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Inspector DODAAC	N/A
Service Acceptor DODAAC	N/A
Service Approver DODAAC	N00178
Ship To DODAAC	N00178
DCAA Auditor DODAAC	HAA031
LPO DODAAC	N00178
Inspection Location	D
Acceptance Location	D

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in 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 ODCs (materials and travel), by line item task or subtask. 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 and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

## Send Additional Email Notification To:

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCDD WAWF inbox, <u>DLGR\_NSWC\_WAWF\_Admin@navy.mil</u>

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## CONSENT TO SUBCONTRACT

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

The following subcontractors are approved on this Task Order:

# DdI-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

## (a) Travel costs

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

## (b) Training

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

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

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

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

## 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

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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 allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

Accounting Data

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#### SECTION H SPECIAL CONTRACT REQUIREMENTS

#### TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Performance Work Statement, the Government desires personnel with the appropriate experience and professional development qualifications. Labor categories are identified as Key and Non-Key. The desired experience level for each Key Personnel labor category is identified in the clause entitled PERSONNEL QUALIFICATIONS-KEY LABOR CATEGORY below. Minimum experience levels for Non-Key Personnel labor categories are identified in the clause PERSONNEL QUALIFICATIONS-NON-KEY LABOR CATEGORY.

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 Section H Clause, 5252.237-9106 SUBSTITUTION OF PERSONNEL. (Section L provision 5.3 STAFFING identifies the number of Full-Time Equivalents for which resumes are required in the offeror's proposal). Key Personnel qualification levels are considered to be "Desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of these proposed resumed key personnel following award shall be equal to or better than the individuals initially proposed, as required by the clause SUBSTITUTION OF PERSONNEL. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

a) Education/Professional Qualifications - Includes formal education degrees, honors, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offeror's qualifications and abilities to perform the order. Additional degrees beyond those indicated for each category may be considered by the Government as additional years of general experience depending on the field of study and the accreditation of the college/university.

#### b) Experience Definitions:

General Experience is defined as the comprehensive, in-depth knowledge, application and professional work experience in engineering, computer science, mathemathics, physical science, or a related field employing skills that apply to the accomplishment of the technical objectives of the Performance Work Statement. General experience may not necessarily meet the definition of specialized experience. Capabilities include proficiency in Microsoft (MS) Office including MS Outlook, MS Work, MS Excel, MS PowerPoint, MS Access, and MS Project.

Specialized Experience for this effort includes Weapons Control Systems (WCS), Fire Control Systems, database management, Document Type Definition (DID) Design, Formal Qualification Testing or Independent Verification and Validation, Configuration Management and Database Management, along with one or more engineering tools such as UNIX, Solaris, JAVA, Perl, Oracle, Korn Script programing and WINDOWs NT. By definition, specialized experience satisfies the definition of general experience and can be counted concurrently. It is desired that the proposed Key Personnel individuals possess experience across several areas as appropriate to the labor category. It is desired that the proposed Key Personnel staff as a whole possess depth of experience (more than one person possesses experience in a specific area).

Technical Discipline is defined as a Science or Engineering Degree.

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

#### QUALIFICATIONS FOR KEY LABOR CATEGORIES

The following describes the desired education and experience qualification levels for each of the Key Personnel categories:

#### Program Manager:

Education Qualifications - A Bachelor's degree from an accredited college or university in an engineering, scientific, business, or technical discipline.

General Experience - Ten (10) years of demonstrated ability to get tasks accomplished with a team of people within cost and schedule constraints. Demonstrated ability to manage large (20 or more persons) projects including ability to plan, develop schedules, organize and control tasking and to coordinate with the team members and government sponsors to accomplish assigned tasks.

Specialized Experience - Five (5) years program management experience for a contract comparable in scope and size to this effort to include two (2) years experience working with the Department of Defense (DoD) and managing a Level of Effort Contract. Specialized experience should also include four (4) years experience directing a multi-disciplined team of technical experts.

#### Senior Scientist/Engineer:

Education Qualifications - A Bachelor's of Science (BS) degree from an accredited college or university in an engineering, scientific, or technical discipline.

General Experience - Fifteen (15) years of professional scientific/engineering experience with Numerical methods and analysis; developing programs in higher level computer languages (C, C++, FORTRAN); using structured programming methods; use of large scale general

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purpose computers; performance of tasks on Personal Computers in a Windows environment; documenting results of analysis performed; planning, scheduling and completion of engineering tasks.

Specialized Experience - It is desired that each Scientist/Engineer possess specialized experience in three or more of the following areas: (a) UNIX, Solaris and WINDOWs NT operating experience at system administration level; (b) Document Type Definition (DID) Design, Standard Generalized Markup Language (SGML), Extensible Markup Language (XML),'Hypertext Markup Language (HTML), Lisp, Quicksilver and Web page design; (c) modeling of three-dimensional graphics and testing graphic display models; (d) performance of tasks on distributed UNIX Operating Systems; (e) Korn Script programming; (f) SLBM Fire Control Systems or Tomahawk Weapons Control Systems operating systems and software; (g) support software; (h) data structure, database management systems, and data processing; (i) Formal Qualification Testing or Independent Verification and Validation; (j) design and development of electric and computer based solutions to system problems; and (k) Fire Control Systems control Systems and Fire Control Auxiliary Equipment. It is also desired that at least 6 Scientist/Engineers posses specialized experience in five or more of the following area: (I) Java programming, (m) Perl programming, (n) knowledge of NSWCDD corporate business systems and software, (o) Oracle and SQL, (p) Powerplay database Cubes, (q) knowledge of Navy and NSWCDD web systems.

#### Journeyman Scientist/Engineer:

Education Qualifications - A Bachelor's of Science (BS) degree from an accredited college or university in an engineering, scientific, or technical discipline.

General Experience - Six (6) years of professional scientific/engineering experience with Numerical methods and analysis; developing programs in higher level computer languages (C, C++, FORTRAN); using structured programming methods; use of large scale general purpose computers; performance of tasks on Personal Computers in a Windows environment; documenting results of analysis performed; planning, scheduling and completion of engineering tasks.

Specialized Experience - It is desired that each Scientist/Engineer possess specialized experience in three or more of the following areas: (a) UNIX, Solaris and WINDOWs NT operating experience at system administration level; (b) Document Type Definition (DID) Design, Standard Generalized Markup Language (SGML), Extensible Markup Language (XML), Hypertext Markup Language (HTML), Lisp, Quicksilver and Web page design; (c) modeling of three-dimensional graphics and testing graphic display models; (d) performance of tasks on distributed UNIX Operating Systems; (e) Korn Script programming; (f) SLBM Fire Control Systems or Tomahawk Weapons Control Systems operating systems and software; (g) support software; (h) data structure, database management systems, and data processing; (i) Formal Qualification Testing or Independent Verification and Validation; (j) design and development of electric and computer based solutions to system problems; and (k) Fire Control Systems/Weapons Control Systems and Fire Control Auxiliary Equipment. It is also desired that at least 6 Scientist/Engineers posses specialized experience in five or more of the following area: (I) Java programming, (m) Perl programming, (n) knowledge of NSWCDD corporate business systems and software, (o) Oracle and SQL, (p) Powerplay database Cubes, (q) knowledge of Navy and NSWCDD web systems.

<u>Technical Specialist Labor Categories</u>: It is desired that individuals in the Technical Specialist categories below possess a combination of education and specialized experience that establishes the individual's capability to perform the work assigned for the labor category.

#### Journeyman Technical Writer:

Education Qualifications - A Bachelor's of Science (BS) degree from an accredited college or university in a technical discipline. General Experience - Six (6) years experience in developed formal technical documentation, developing training materials and leading classroom training.

Specialized Experience - developed formal technical documentation using UNIX and WINDOWs NT operating system experience; Document Type Definition (DTD) design; Standard Generalized Markup Language (SGML); Quicksilver Publishing, Revision tracking, WorldView Press; catalog design with Quicksilver; and Template development in MSWord and Quicksilver.

#### Senior Software Quality Assurance Specialist

Education Qualifications - A Bachelor's of Science (BS) degree from an accredited college or university in a technical discipline. General Experience - Ten (10) years experience developing formal technical documentation, developing procedural documentation, operation of auxiliary equipment and testing methodologies.

Specialized Experience - Possess a total of six (6) years of specialized experience in three or more of the following areas: (a) SLBM Fire Control System or Tomahawk Weapons Control System operation including software, hardware, and associated documentation; (b) Formal Qualification Testing process and test plan preparation; (c) documentation of test plan, procedures and test results; (d) Configuration Management procedures; (e) execution of simulation models on general purpose computer systems; (f) Fire Control System or Weapons Control System procedural documentation; and (g) operation of auxiliary equipment.

#### Journeyman Software Quality Assurance Specialist

Education Qualifications - A Bachelor's of Science (BS) degree from an accredited college or university in a technical discipline. General Experience - Six (6) years experience in developing formal technical documentation, developing procedural documentation, operation of auxiliary equipment and testing methodologies.

Specialized Experience - Possess a total of two (2) years of specialized experience in three or more of the following areas: (a) SLBM Fire Control System or Tomahawk Weapons Control System operation including software, hardware, and associated documentation; (b) Formal Qualification Testing process and test plan preparation; (c) documentation of test plan, procedures and test results; (d) Configuration Management procedures; (e) execution of simulation models on general purpose computer systems; (f) Fire Control System or Weapons Control System procedural documentation; and (g) operation of auxiliary equipment.

#### Senior Software Configuration Management Specialist

Education Qualifications - A Bachelor's of Science (BS) degree from an accredited college or university in a technical discipline. General Experience - Ten (10) years experience in developing documentation, specification, standards and instructions

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Specialized Experience - Possess a total of six (6) years of specialized experience in one or more of the following areas: (a) Configuration Management and status accounting processes; (b) Configuration Management documentation, specification, standards and instructions: (c) SLBM Fire Control System or Tomahawk Weapons Control System programs; (d) Database management systems.

#### Journeyman Software Configuration Management Specialist

Education Qualifications - A Bachelor's of Science (BS) degree from an accredited college or university in a technical discipline.

General Experience - Six (6) years experience in developing documentation, specification, standards and instructions. Specialized Experience - Possess a total of two (2) years of specialized experience in one or more of the following areas: (a) Configuration Management and status accounting processes; (b) Configuration Management documentation, specification, standards and instructions: (c) SLBM Fire Control System or Tomahawk Weapons Control System programs; (d) Database management systems.

#### Senior Software Logistics Specialist

Education Qualifications - A Bachelor's of Science (BS) degree from an accredited college or university in a technical discipline.

General Experience - Ten (10) years of full-time software logistic tasking and/or management support that includes five (5) years experience in logistics management concepts, policies, systems, and practices in order to provide extensive analysis of the current and future logistics infrastructure. Ability to develop software logistic support requirements, identify and establish linkages between functions and tasks common to multiple organizational missions. Professional or operational experience in developing software logistics support requirements and applicable documentation.

Specialized Experience - Possess a total of six (6) years of specialized experience in one or more of the following areas: (a) integrated logistics support planning, system development planning, mass media and system life cycle support and mass media logistics; (b) operation of existing SLBM Fire Control Systems or Tomahawk Weapons Control Systems with the associated documentation and software systems; (c) interpreting and applying federal and military specifications; (d) supporting shore based activities and *SSBNs/SSGNs*; (e) long and short range planning and scheduling; (f) configuration management; and (g) generation of logistics documentation and schedules.

#### Journeyman Software Logistics Specialist

Education Qualifications - A Bachelor's of Science (BS) degree from an accredited college or university in a technical discipline.

General Experience - Six (6) years of full-time software logistic tasking support that includes three (3) years experience in logistics management concepts, policies, systems, and practices in order to provide extensive analysis of the current and future logistics infrastructure. Ability to develop software logistic support requirements, identify and establish linkages between functions and tasks common to multiple organizational missions.

Specialized Experience - Possess a total of two (2) years of specialized experience in one or more of the following areas: (a) integrated logistics support planning, system development planning, mass media and system life cycle support and mass media logistics; (b) operation of existing SLBM Fire Control Systems or Tomahawk Weapons Control Systems with the associated documentation and software systems; (c) interpreting and applying federal and military specifications; (d) supporting shore based activities and *SSBNs/SSGNs*; (e) long and short range planning and scheduling; (f) configuration management; and (g) generation of logistics documentation and schedules.

#### Senior Documentation Specialist

Education Qualifications - A Bachelor's of Science (BS) degree from an accredited college or university in a technical discipline

General Experience - Fifteen (15) years of work-related experience demonstrating both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents in Microsoft (MS) Office including MS Outlook, MS Word, MS Excel, MS PowerPoint, MS Access, and MS Project. Experence in preparing and/or maintaining documentation pertaining to programming, systems operation and user documentation. Experience translating business specifications into user documentation. Experience in planning, writing, and maintaining systems and user support documentation efforts. Familiar with standard concepts, practices, and procedures.

Specialized Experience - Possess a total of six (6) years of specialized experience. See description for Documentation Specialist

#### Journeyman Documentation Specialist

Education Qualifications - A Bachelor's of Science (BS) degree from an accredited college or university in a technical discipline

General Experience - Six (6) years of work-related experience demonstrating both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents in Microsoft (MS) Office including MS Outlook, MS Word, MS Excel, MS PowerPoint, MS Access, and MS Project. Experience in preparing and/or maintaining documentation pertaining to programming, systems operation and user documentation. Experience translating business specifications into user documentation. Experience in planning, writing, and maintaining systems and user support documentation efforts. Familiar with standard concepts, practices, and procedures.

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Specialized Experience - Possess a total of two (2) years of specialized experience. See description for Documentation Specialist <u>Documentation Specialist</u>: It is desired that each Documentation Specialist possess specialized experience in three or more of the following areas and that all areas of specialized experience are covered by the group of Documentation Specialists: Operation of SLBM Fire Control Systems or Tomahawk Weapons Control Systems; operating experience in SSBN Weapons Systems or direct fleet documentation support which demonstrates the following:

(a) Knowledge and understanding of the documentation and the weapon system equipment it supports, including targeting, operational, and training documentation;

(b) Knowledge of the contents and purpose of the documents, both those prepared at NSWCDD and those for which NSWCDD provides input to other activities;

(c) Knowledge of the inter-relationships involved in documentation prepared by one activity but to which contributions are submitted by other agencies;

(d) Understanding of the operational requirement for the documents;

- (e) Understanding of the use of fleet documentation in a training environment;
- (f) Operating experience in Weapon Systems, Trouble Failure Reporting or Planned Maintenance System Feedback Reporting;
- (g) Understanding of the fleet related mission of all activities involved in the TFRJ3M systems and how these activities interface;
- (h) Technical writing related to generation of fleet documentation;
- (i) Documentation and Change Report handling and accountability;

(j) Operation of auxiliary equipment and documentation of procedures for equipment operation and accreditation for secret and top secret operations;

(k) Knowledge and understanding of Document Type Definition (DID) Design, Quicksilver catalog design, MS Word Template development; and

(I) Interactive Electronic Technical Manual (IETM) experience.

#### NON-KEY PERSONNEL MINIMUM QUALIFICATIONS

The contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided below by labor category. \_ <u>Junior Scientist/Engineer</u> - Two (2) years general experience in an engineering environment related to Computer Science, Mathematics, Physical Science, Operations Research, Statistics, Information Systems, Electrical or Software Engineering.

Junior Software Logistics Specialist - Two (2) years general experience in an engineering environment related to software logistics tasking support.

Junior Documentation Specialist - Two (2) years general experience in an engineering environment related to software and user documentation tasking support.

Engineering Assistant – Two (2) years general experience in an engineering environment related to computer programming, engineering, or hardware and software auditing of personal computer systems and

generation of configuration reports

Engineering Technician - Two (2) years general experience in an engineering

environment related to maintaining digital electronic equipment.

<u>Web Author/Administrator</u> – Five (5) years experience as a web author / IT Systems Administrator. Specialized experience in the maintenance and administration of websites. Must be knowledgeable of DoD website policy, directives, and guidelines.

<u>Audiovisual Specialist</u> - Two (2) years experience in the maintenance of a computer based, electronic photo library. Must be knowledgeable of DoD visual information directives, ethics and guidelines.

<u>Data Processing Assistant</u> - Six (6) months experience in support of computer program development or computer operations, primarily in the area of program library control and data management. A basic knowledge of computer systems.

#### **KEY PERSONNEL – POST AWARD ADMINISTRATION**

(a) Resumes for growth in a Key category will not be accepted unless the originally-proposed Key Personnel is/are working on the Task Order to the extent proposed.

(b) Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed.

#### DdI-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the 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 <u>before</u> an individual may begin charging to the Task Order.

(b) It is desired that resumes be submitted in the format required below. 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.

#### **DdI-H16 RESUME FORMAT AND CONTENT REQUIREMENTS**

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All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

#### (g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) EDUCATION -- Show all post-secondary as follows:

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

If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work experience(s) shall be described at the level of detail discussed above or it may not be evaluated. Experience cited as a substitute for the degree qualification may not also be credited toward fulfillment of labor category experience requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement:

CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Contract N00178- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

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.

#### 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

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

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

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

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

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personnel performing information assurance functions.

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

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. As used herein, technical instructions are defined to include the following:

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

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

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

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

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

The following details funding to date.

FOF 5/1/2012-4	130/2013				
CLIN	Total Labor CPFF	Fund This Action	Previous Funding	Revised Funding	Balance Unfunded
4000 US Base LBR					
4001 FMS Base LBR					
6000 US Base ODC					
6001 FMS ODC					
TOTAL					

POP 5/1/2012-4/30/2013

**OPTION 1** 

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POP 5/1/2013-4/30/2013					
CLIN	Total Labor CPIF	Funds This Action	Previous Funding	Revised Funding	Balance Unfunded
4100 US OPT 1 LBR (CPFF)					
4101 US OPT 1 LBR		<u> </u>			
4102 FMS OPT 1 LBR					
6100 US OPT 1 ODC					
6101 FMS OPT 1 ODC					
TOTAL	<u> </u>		<u> </u>	<u> </u>	<u> </u>

## **OPTION 2**

POP 5/1/2014-4/30/2015

CLIN	Total Labor CPIF	Funds This Action	Previous Funding	Revised Funding	Balance Unfunded
4200 US Base LBR (CPFF)					
4201 US OPT 2 LBR					
4202 FMS OPT 2 LBR					
6200 US OPT 2 ODC					

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1		1	
6201 FMS OPT 2 ODC			
TOTAL			
TOTAL ORDER			

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

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

BASE PERIOD			
CLIN	CPFF	FIXED FEE	соѕт
4000 US BASE LBR			
4001 FMS BASE LBR			
6000 US BASE ODC			
6001 FMS BASE ODC			
TOTAL CPFF			
TOTAL FUNDS W/ ODC			
<b>OPTION PER</b>	IOD: 1	1	1
CLIN	CPIF	INCENTIVE FEE (TARGET)	COST
4100 US OPT 1 LBR (FF)			

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4101 US OPT				
1 LBR (IF)				
4102 FMS OPT 1 LBR (IF)				
6100 US OPT 1 ODC				•
6101 FMS OPT ODC				
TOTAL CPIF TARGET COST	,			•
TOTAL FUNDS W/ ODC				
OPTION PER	RIOD: 2			1
CLIN	CPIF	INCENTIVE FEE (TARGET)	E COST	]
4200 US OPT				
2 LBR (FF)				
2 LBR (FF) 4201 US OPT				
2 LBR (FF) 4201 US OPT 2 LBR (IF) 4202 FMS				
2 LBR (FF) 4201 US OPT 2 LBR (IF) 4202 FMS OPT 2 LBR 6200 US OPT				
2 LBR (FF) 4201 US OPT 2 LBR (IF) 4202 FMS OPT 2 LBR 6200 US OPT 2 ODC 6201 FMS				

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TOTAL		
FUNDED	1	
render		

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

(c) CLINs/SLINs <u>6101</u> is fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

#### NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### NAVSEA 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 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.

BASE PERIOD	POP 5/1/12-4/30/13		
CLIN	TOTAL MAN HOURS	COMPENSATED	UNCOMPENSATED
4000 US Base			
LBR			-
4001 FMS			
Base LBR			-
TOTAL			-
OPTION 1	POP 5/1/13-4/30/14		
CLIN	TOTAL MAN HOURS	COMPENSATED	UNCOMPENSATED
4100 US OPT			
1 LBR (CPFF)			
4101 US Labor			
OPT 1 (CPIF)			
4102 FMS			
Labor OPT 1			
(CPIF)			
TOTAL			-

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1			
OPTION 2	POP 5/1/14-4/30/15		
CLIN	TOTAL MAN HOURS	COMPENSATED	UNCOMPENSATED
4200 US OPT			
2 LBR (CPFF)			
4201 US OPT			
2 LBR (CPIF)			
4202 FMS			
OPT 2 LBR			
(CPIF)			
TOTAL			
L			<u> </u>
TOTAL			
TASK			
ORDER			

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this task order, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this task order as follows:

Fee Reduction = Fee (<u>Required LOE - Expended LOE</u>) Required LOE

or (ii) subject to the provisions of the clause of this task order entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this task order.

(h) 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.

(i) 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

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which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(j) 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.

(k) 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.

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# SECTION I CONTRACT CLAUSES

#### **CLAUSES INCORPORATED BY REFERENCE**

- 52.222-41 Service Contract Act of 1965 (NOV 2007)
- 52.223-18 Contractor Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.244-2 Subcontracts (JUN 2007)
- 252.204-7000 Disclosure of Information (DEC 1991)
- 252.222-7006 Restrictions on the use of Mandatory Arbitration Agreements (DEC 2010)
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
- 252.225-7028 Exclusionary Policies and Practices of Foreign Govenrment (ARP 2003)
- 252.227-7008 Computation of Royalties (AUG 1984)
- 252.227-7013 Rights in Technical Data-Noncommerical Items (NOV 1995)

252.227-7014 Rights in NonCommerical Computer Software and NonCommerical Computer Software Documentation (JUN 1995)

- 252.227-7019 Validation of Asserted Restrictions-Computer Software (JUN 1995)
- 252.227-7020 Rights in Special Works (JUN 1995)

252.227-7025 Limitations on the Use or Disclosure of Government - Furnished Information Marked with Restrictive Legends (JUN 1995)

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999)
- 252.227-7038 Patent Rights-Ownership by the Contractor (Large Business) (DEC 2007)

#### CLAUSES INCORPORATED BY FULL TEXT:

#### 52.216-8 FIXED FEE (MAR 1997)

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

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less,

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to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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

(a) The Government may extend the term of this delivery order by written notice to the Contractor within the time periods specified in Section B, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. This preliminary notice does not commit the Government to an extension.

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

## 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each as if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

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

Employee Class Jr. Software Logistics Specialist Jr. Documentation Specialist Engineering Assistant Engineering Technician Web Author/Administrator Audiovisual Specialist Data Processing Assistant

## 52.243-7 NOTIFICATION OF CHANGES.

As prescribed in <u>43.107</u>, insert the following clause:

Notification of Changes (Apr 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

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

#### **GS** Equivalent

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writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on

continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

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

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time

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required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

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

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

## 52.216-10 Incentive Fee (Jun2011)

(applicable to CLINs 4101 and 4201)

(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) below.

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

#### (c) Withholding of payment.

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

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 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 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

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modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

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

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

(i) Payments made under assignments; or

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

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

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

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

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

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

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

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

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

(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

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and services ordered under such documents shall be determined in accordance with this clause.

(End of Clause)

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## SECTION J LIST OF ATTACHMENTS

Attachment J.1 - Contract Security Classification Specification, DD254

Attachment J.2 - COR Appointment Letter

Attachment J.3 - Wage Determination

Attachment J.4 - Technical Instruction 1

Attachment J.5 - Technical Instruction 2

Attachment J.6 - Technical Instruction 3

Attachment J.7 - Technical Instruction 4

Attachment J.8 - Technical Instruction 5

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Attachment J.19 - Performance Work Statement

Attachment J.20 - Technical Instruction 17

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