

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 3

2. AMENDMENT/MODIFICATION NO.  
P00002

3. EFFECTIVE DATE  
11-Jul-2018

4. REQUISITION/PURCHASE REQ. NO.  
1300720450

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

6. ISSUED BY CODE

N65236

7. ADMINISTERED BY (If other than Item 6)

CODE

S5111A

SPAWAR-Systems Center Lant (CHRL)  
P.O. BOX 190022  
North Charleston SC 29419-9022  
vincent.dellinger@navy.mil 843-218-4280

DCMA HAMPTON  
2000 Enterprise Parkway, Suite 200  
Hampton VA 23666

SCD: C

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

SYSTEMS TECHNOLOGY FORUM, LIMITED  
150 Riverside Parkway, Suite 309  
Fredericksburg VA 22406-1094

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7955 / N6523617F3095

10B. DATED (SEE ITEM 13)

14-Jul-2017

CAGE CODE  
3GWG8

FACILITY CODE

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

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
Mutual agreement of the parties.

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

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

Lisa M. Bell, Sr. Contracts Administrator

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

Vincent M Dellinger, Contracting Officer

15B. CONTRACTOR/OFFEROR

/s/Lisa M. Bell

(Signature of person authorized to sign)

15C. DATE SIGNED

11-Jul-2018

16B. UNITED STATES OF AMERICA

BY /s/Vincent M Dellinger

(Signature of Contracting Officer)

16C. DATE SIGNED

11-Jul-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to:

1. exercise the 1st Option Period with a period performance start date of 14 July 2018 through 13 July 2019.
2. to realign unfunded ceiling as follows:

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7102	\$428,997.57	\$187,265.23	\$616,262.80
7103	\$128,803.10	(\$88,170.91)	\$40,632.19
7104	\$107,460.75	\$8,187.25	\$115,648.00
7105	\$107,281.57	(\$107,281.57)	\$0.00

3. incrementally fund the task order in the amount of \$848,433.00

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$429,722.49 by \$848,433.00 to \$1,278,155.49.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710101	OPN	0.00	81,572.20	81,572.20
710201	OPN	0.00	428,422.80	428,422.80
710202	OPN	0.00	187,840.00	187,840.00
710301	O&MN,N	0.00	34,950.00	34,950.00
710401	O&MN,N	0.00	115,648.00	115,648.00

The total value of the order is hereby increased from \$842,509.66 by \$854,115.19 to \$1,696,624.85.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7101	0.00	81,572.20	81,572.20
7102	0.00	616,262.80	616,262.80
7103	0.00	40,632.19	40,632.19
7104	0.00	115,648.00	115,648.00
7105	0.00	0.00	0.00

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - BASE YEAR SERVICES (PMW)   CPFF (OPN)	1.0	LO			\$79,971.37
700101	R425	PR: 1300650970 ACRN: AA FUNDING DOC: N0003917WX01958 (AA) COST CODE: A00004049212 NWA/BS: N0003917WX01958 *FUNDS EXPIRE: 12/31/2017 (OPN)					
7002	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - BASE YEAR SERVICES (PMW 150)   CPFF (OPN)	1.0	LO			\$421,015.43
700201	R425	PR: 1300650970 ACRN: AB COST CODE: A10004049212 FUNDING DOC: N00039-17- WX01958 (AA) NWA/BS: 100001258430 0010 *FUNDS EXPIRE: 12/31/2017 (OPN)					
700202	R425	PR: 1300650970 ACRN: AC COST CODE: A20004049212 FUNDING DOC: N00039-17- WX01958 (AB) NWA/BS: 100001250326 0020 *FUNDS EXPIRE: 12/31/2017 (OPN)					
700203	R425	PR: 1300650970 ACRN: AD COST CODE: A30004049212 FUNDING DOC: N00039-17- WX01958 (AB) NWA/BS: 100001250328 0020 *FUNDS EXPIRE: 12/31/2017 (OPN)					
700204	R425	PR: 1300650970 ACRN: AE COST CODE: A40004049212 FUNDING DOC: N00039-17- WX01958 (AB) NWA/BS: 100001250334 0020 *FUNDS EXPIRE: 12/31/2017 (OPN)					
700205	R425	PWS/Subtask Para #(s) 3.1 (OPN)					
700206	R425	PWS/Subtask Para #(s)3.2, 3.3, 3.4 (OPN)					
7003	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - BASE YEAR SERVICES (PMW 150)   CPFF (O&MN,N)	1.0	LO			\$126,286.61
700301	R425	PR: 1300650970 ACRN: AF COST CODE: A50004049212 FUNDING DOC: N00039-17- WX00277 (AA) NWA/BS: 100001220218 0020 IAW 10 U.S.C. 2410(a), the period of performance many not exceed 07/13/2018. *FUNDS EXPIRE: 09/30/20172017 (O&MN,N)					
700302	R425	PR: 1300650970 ACN: AG COST CODE: A60004049212 FUNDING DOC: N00039-17- WX00277 (AA) NWA/BS: 100001220216 0020 IAW 10 U.S.C. 2410(a), the period of performance many not exceed 07/13/2018. *FUNDS EXPIRE					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		09/30/2017 (O&MN,N)					
700303	R425	PR: 1300650970 ACRN: AH COST CODE: A70004049212 FUNDING DOC: N00039-17- WX00277 (AA) NWA/BS: 100001220428 0020 IAW 10 U.S.C. 2410(a), the period of performance may not exceed 07/13/2018. *FUNDS EXPIRE: 09/30/2017 (O&MN,N)					
700304	R425	PWS/Subtask Para #(s)3.5, 3.6, 3.7, 3.8 (O&MN,N)					
7004	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - BASE YEAR SERVICES (PMW 150)   CPFF (O&MN,N)	1.0	LO			\$105,356.00
700401	R425	PWS/Subtask Para #(s)3.9 (O&MN,N)					
7005	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - BASE YEAR SERVICES (PMW 160)   CPFF (OPN)	1.0	LO			\$105,695.19

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7006		BASE YEAR CLIN   Not Separately Priced (NSP) Contract Data Requirements List (CDRLs) in accordance with the DD Form 1423	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 1 SERVICES   CPFF (OPN)	1.0	LO			\$81,572.20
710101	R425	PWS/Subtask Para #(s) 3.1 PR 1300720450 - NTCSS Support (OPN)					
7102	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 1 SERVICES   CPFF (OPN)	1.0	LO			\$616,262.80
710201	R425	PWS/Subtask Para #(s)3.2, 3.3, 3.4 PR 1300720450 NTCSS Support (OPN)					
710202	R425	PWS/Subtask Para #(s)3.2, 3.3, 3.4 PR 1300720450 NTCSS Support (OPN)					
7103	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 1 SERVICES   CPFF (O&MN,N)	1.0	LO			\$40,632.19
710301	R425	PWS/Subtask Para #(s) 3.7, 3.8 PR 1300720450 MFOM LCSF Support (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7104	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 1 SERVICES   CPFF (O&MN,N)	1.0	LO			\$115,648.00
710401	R425	PWS/Subtask Para #(s) 3.9 PR 1300720450 NTCSS CB-ISEA Support (O&MN,N)					
7105	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 1 SERVICES   CPFF (OPN)	1.0	LO	\$0.00	\$0.00	\$0.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7106		OPTION YEAR I CLIN   Not Separately Priced (NSP) Contract Data Requirements List (CDRLs) in accordance with the DD Form 1423	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 2 SERVICES   CPFF (OPN)  Option	1.0	LO			\$83,206.87
7202	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 2 SERVICES   CPFF (OPN)  Option	1.0	LO			\$437,229.04
7203	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 2 SERVICES   CPFF (O&MN,N)  Option	1.0	LO			\$131,389.93
7204	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 2 SERVICES   CPFF (O&MN,N)  Option	1.0	LO			\$109,610.67
7205	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 2 SERVICES   CPFF (OPN)  Option	1.0	LO			\$108,973.33

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7206		OPTION YEAR II CLIN   Not Separately Priced (NSP) Contract Data Requirements List (CDRLs) in accordance with the DD Form 1423	1.0	LO			NSP

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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 3 SERVICES   CPFF (OPN)  Option	1.0	LO			\$84,875.69
7302	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 3 SERVICES   CPFF (OPN)  Option	1.0	LO			\$445,637.01
7303	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 3 SERVICES   CPFF (O&MN,N)  Option	1.0	LO			\$134,022.41
7304	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 3 SERVICES   CPFF (O&MN,N)  Option	1.0	LO			\$111,806.23
7305	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 3 SERVICES   CPFF (OPN)  Option	1.0	LO			\$110,695.64

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7306		OPTION YEAR III CLIN   Not Separately Priced (NSP) Contract Data Requirements List (CDRLs) in accordance with the DD Form 1423	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 4 SERVICES   CPFF (OPN)  Option	1.0	LO			\$86,578.67
7402	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 4 SERVICES   CPFF (OPN)  Option	1.0	LO			\$454,321.77
7403	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 4 SERVICES   CPFF (O&MN,N)  Option	1.0	LO			\$136,711.73
7404	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 4 SERVICES   CPFF (O&MN,N)  Option	1.0	LO			\$114,050.22

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7405	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 4 SERVICES   CPFF (OPN)  Option	1.0	LO			\$112,634.77

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7406		OPTION YEAR IV CLIN   Not Separately Priced (NSP) Contract Data Requirements List (CDRLs) in accordance with the DD Form 1423	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9001	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - BASE YEAR ODCs   COST (O&MN,N)	1.0	LO	\$4,185.06		
9101	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 1 ODCs   COST (O&MN,N)  Option	1.0	LO	\$1,611.43		
9201	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 2 ODCs   COST (O&MN,N)  Option	1.0	LO	\$4,185.06		
9301	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 3 ODCs   COST (O&MN,N)  Option	1.0	LO	\$1,611.43		
9401	R425	NTCSS ISEA, AEA, ILS, APG IPT SPPT - OPTION YEAR 4 ODCs   COST (O&MN,N)  Option	1.0	LO	\$5,796.49		

**5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)**

(a) The fixed fee work performed under this contract is \$ \_\_\_\_\_, *provided* employed on such work by the Contractor. If substantially less than \_\_\_\_\_ staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to 6 percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment

(End of clause)



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**5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)**

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

CLIN                      Total Staff-hours of Direct Labor (X)

7001

7001

7001

7001

7001

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that zero (0) staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

1. If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.
2. If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, except the "term" of performance shall not exceed a 12 month period. In no event shall the Contractor be required to provide more than 105 % of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.
3. If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff- hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.
4. If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.
5. Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights

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within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) 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 DCAA office to which vouchers are submitted:

1. The total number of staff-hours of direct labor expended during the applicable period.
2. A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
3. A breakdown of other costs incurred.
4. The Contractor's estimate of the total allowable cost incurred under the contract for the period. **In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:**
5. The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
6. A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph

(d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph

(d) above.

(End of clause)

### **5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989)**

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in Section Clause of this contract entitled "Fixed Fee", are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO FIXED FEE</u>
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(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I “Limitation of Funds” clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
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(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

(End of clause)

**5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)**

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,278,155.49 inclusive of fee. It is estimated that these funds will cover the cost of performance through 13 July 2019. Subject to the provisions of the FAR 52.232-22 “Limitation of Funds” clause of this contract, no legal liability on the part of the Government for payment in excess of \$ shall arise unless additional funds are made available and are incorporated as modifications to this contract.

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(End of clause)

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

#### SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

Work under this performance-based task order will be performed in accordance with the following description/ specifications/ statement of work (SOW) which herein will be referred to as Performance Work Statement (PWS):

**SHORT TITLE:** Naval Tactical Command Support System (NTCSS) In-Service Engineering Activities (ISEA), Acquisition Engineering Agent (AEA), Integrated Logistics Support (ILS), Advanced Planning Group (APG) Integrated Product Team (IPT) Support

Funding Document N00039-17-WX00277 (AA) provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S. Code 2410 (a). The Period of Performance is 12 months; therefore this period of performance may not exceed 13, July 2018.

#### 1.0 PURPOSE

##### 1.1 SCOPE

Work under this Space and Naval Warfare Systems Center Atlantic (SPAWARSYSCEN Atlantic or SSC Atlantic) task order (TO) includes engineering, acquisition, configuration management, and logistic support to the NTCSS ISEA AEA ILS APG IPT, hereafter referred to as “the IPT”. The IPT provides engineering, acquisition, configuration management, and logistic support to the Naval Tactical Command Support System (NTCSS), Maintenance Figure of Merit (MFOM), and Consolidated Afloat Network and Enterprise Services (CANES) systems.

This TO is funded with multiple appropriations as delineated on specified contract line item numbers (CLINs). The TO period of performance spans: one (1) year base and provision for four (4) additional one (1) year options. The applicable TO PWS task(s) associated with each funding CLIN is outlined in Section B and Section G of the RFP. NOTE: Work will not be performed in Afghanistan.

#### 2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

##### 2.1 REQUIRED DOCUMENTS

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The following instructional documents are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal.

	Document Number	Title
a.	DoDM 5200.01	DoD Manual – Information Security Program Manual dtd 24 Feb 12
b.	DoDD 5205.02E	DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12
c.	DoD 5205.02-M	DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08
d.	DoD 5220.22-M	DoD Manual – National Industrial Security Program Operating Manual (NISPOM) dtd 28 Feb 06
e.	DoDI 5220.22	DoD Instruction – National Industrial Security Program dtd 18 Mar 11
f.	DoDI 8510.01	DoD Instruction – Risk Management Framework (RMF) for DoD Information Technology (IT) dtd 12 Mar 14
g.	DoD 8570.01-M	Information Assurance Workforce Improvement Program dtd 19 Dec 05 with Change 3 dtd 24 Jan 12
h.	SECNAVINST 5239.3B	Secretary of the Navy Instruction – DoN Information Assurance Policy, 17 Jun 09
i.	SECNAVINST 5510.30	Secretary of the Navy Instruction – DoN Regulation – Personnel Security Program
j.	SPAWARINST 3084.1	Space and Naval Warfare Instruction – SOVT Preparation and Execution Guide (SPEG)
k.	SPAWARINST 3432.1	Space and Naval Warfare Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05
l.	SPAWARINST 4130.3	Space and Naval Warfare Instruction – Life Cycle Management Policy
m.	SPAWARINST 4720.1A	Space and Naval Warfare Instruction – Modernization and Installation Policy
n.	NAVADMIN 339/11	Navy Enterprise Information Technology Governance
o.		PEOC4I Life Cycle Configuration Management Implementation Manual Version 2.0 (LCCMIM)
p.	SL720-AA-MAN-010	Fleet Modernization Program (FMP) Management and Operations Manual

## 2.2 GUIDANCE DOCUMENTS

The following documents are to be used as guidance. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal.

	Document Number	Title
a.	MIL-STD-1916	DoD Test Method Standard – DoD Preferred Methods for Acceptance Of Product
b.	DoDD 5000.01	DoD Directive – The Defense Acquisition System
c.	DoDI 5000.02	DoD Instruction – Operation of the Defense Acquisition System
d.	ISO/IEC 12207	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – Software Life Cycle Processes
e.	ISO/IEC 15288	International Organization for Standardization/ International Electrotechnical Commission: Systems and Software Engineering – System Life Cycle Processes
f.	HSPD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004
g.	DoDM-1000.13-M-V1	DoD Manual – DoD Identification Cards: ID card Life-Cycle dtd 23 Jan 14

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	Document Number	Title
h.	FIPS PUB 201-2	Federal Information Processing Standards Publication 201-2 – Personal Identity Verification (PIV) of Federal Employees and Contractors, August 2013
i.	Form I-9, OMB No. 115-0136	US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136 – Employment Eligibility Verification
j.	N/A	SSC Atlantic Contractor Check-in portal – <a href="https://wiki.spawar.navy.mil/confluence/display/SSCACOG/Contractor+Checkin">https://wiki.spawar.navy.mil/confluence/display/SSCACOG/Contractor+Checkin</a>
k.	N/A	SSC Atlantic OCONUS Travel Guide portal – <a href="https://wiki.spawar.navy.mil/confluence/display/SSCACOG/OCONUS+Travel+Guide">https://wiki.spawar.navy.mil/confluence/display/SSCACOG/OCONUS+Travel+Guide</a>
l.	MIL-STD-901D	Shock Tests. H.I. (High-Impact) Shipboard Machinery, Equipment and Systems, Requirements for
m.	MIL-STD-740	Structure borne Sound Measurements
n.	MIL-STD-167	Mechanical Vibration Measurements
o.	MIL-DTL-24643	Cables, Low Smoke Halogen-Free for Shipboard Use
p.	MIL-STD-1310	Shipboard Bonding, Grounding, and Shielding
q.	MIL-STD 196E	Joint Electronics Type Designation System
r.	MIL-STD-130M	Identification Marking of U.S. Military Property
s.	MIL-DTL-15024	Plates, Tags and Bands for Identification of Equipment

### 2.3 SOURCE OF DOCUMENTS

The contractor shall obtain all applicable documents. Many documents are available from online sources. Specifications and commercial/industrial documents may be obtained from the following sources:

Copies of Federal Specifications may be obtained from General Services Administration Offices in Washington, DC, Seattle, San Francisco, Denver, Kansas City, MO., Chicago, Atlanta, New York, Boston, Dallas and Los Angeles.

Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, 3801 Tabor Avenue, Philadelphia, PA 19120-5099. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099.

All other commercial and industrial documents can be obtained through the respective organization's website.

### 3.0 PERFORMANCE REQUIREMENTS

The following paragraphs list all required support non-personal services tasks that will be required throughout the Task Order (TO) life. The contractor shall provide necessary resources and knowledge to support the listed tasks. Contractors shall perform requirements in accordance with Federal Acquisition

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Regulation (FAR) and/or Defense Federal Acquisition Regulation Supplement (DFARS) which do not include performance of inherently Governmental functions. Specific objectives will be dependent on the basic contract and the TO written against the basic contract. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources. Travel may be required in the execution of the tasks in this PWS. Should travel be required, a trip report will be required at the completion of each trip (CDRL A015).

Note: In compliance with SPAWARINST 4720.1A – SPAWAR Modernization and Installation Policy, all contract installation work performed aboard Navy ships and Navy shore sites is under Installation Management Office (IMO) supervision; otherwise, a formal exemption request has been approved. In accordance with the Fleet Readiness Directorate Standard Operating Procedure (FRD SOP), COMSPAWARSYSCOM letter Ser FRD/235 dated 24 Apr 12, the contractor shall ensure proper notification and status updates of installation work performed outside of SSC Atlantic respective Areas of Responsibilities (AORs) are provided to the SPAWAR Officer in Charge (OIC) or applicable Geographic Lead.

### 3.1 ACQUISITION AND PROCUREMENT

*1300650970-001 – CLIN 7001-01(AA) – N00039-17-WX01958(AA) – 100001258429.0010*

*1300650970-002 – CLIN 7002-01(AB) – N00039-17-WX01958(AA) – 100001258430.0010*

The contractor shall provide functional and technical expertise supporting PMW-150 Master Install Schedule (MIS) to include evaluation, translating scheduled installations into approved NTCSS / MFOM hardware baselines; development of acquisition requirements (CDRL A011) based on approved baselines and approved installations; obtain all required approvals prior to formal procurement package development by government. The contractor shall be responsible for interfacing with vendors to determine estimated delivery dates, product shortages, issues, and replacement of failed or damaged deliveries. Contractor shall be familiar with Navy Enterprise Resource Planning (NERP), Wide Area Workflow (WAWF) and SSC Atlantic Command Operating Guide (COG). Contractor shall be familiar with NAVADMIN 339/11 (Navy Enterprise Information Technology Governance) and NDAA, Section 2867 (DoD CIO Approvals/Waivers for Obligation of Funds for Data Servers and Centers).

### 3.2 CONFIGURATION MANAGEMENT

*1300650970-004 – CLIN 7002-03(AD) – N00039-17-WX01958(AB) – 100001250328.0020*

*1300650970-007 – CLIN 7002-02(AG) – N00039-17-WX00277(AA) – 100001220216.0020*

\*Funding Document N00039-17-WX00277 (AA) provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S. Code 2410 (a). The Period of Performance is 12 months; therefore this period of performance may not exceed 13, July 2018.

The contractor shall support all aspects of Configuration Management as related to the NTCSS / MFOM



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program. The contractor shall support development and routing of Engineering Change Requests (ECRs) (CDRL A012) and document configuration of all new Commercial-Off-the-Shelf (COTS) equipment proposed for inclusion in either Program. The contractor shall be familiar with PEO C4I Life Cycle Configuration Management Implementation Manual Version 2.0 (LCCMIM) and SPAWARINST 4130.3 (SPAWAR Life Cycle Management Policy). The contractor shall be skilled in the use of SSC Atlantic configuration management tool CMPRO. Tasks include updating and maintaining configuration records in the Procurement and CMPRO database.

### 3.3 ENGINEERING

*1300650970-003 – CLIN 7002-02(AC) – N00039-17-WX01958(AB) – 100001250326.0020*

*1300650970-006 – CLIN 7003-01(AF) – N00039-17-WX00277(AA) – 100001220218.0020*

\*Funding Document N00039-17-WX00277 (AA) provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S. Code 2410 (a). The Period of Performance is 12 months; therefore this period of performance may not exceed 13, July 2018.

Contractor shall provide support to all engineering tasks for the IPT. The contractor shall provide resources knowledgeable with U.S. Navy afloat and ashore platforms and shall be familiar with the interfacing of various systems on-board. The contractor shall provide support services that consist of the following:

3.3.1 Provide support for testing and evaluation of COTS equipment.

3.3.2 Provide research and identify replacement equipment (CDRL A013).

3.3.3 Develop engineering test plans, evaluation plans, specifications and requirements documents (CDRL A013).

3.3.4 Provide engineering support in SSC Atlantic facilities and contracted production facilities (CDRL A013).

3.3.5 Review engineering drawings and assist in revisions as requested by the engineering drawing team.

3.3.6 Develop detailed instructions (CDRL A013) for installing and de-installing equipment.

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3.3.7 Provide on board technical assistance to fleet units worldwide as well as phone support to fleet users experiencing hardware failures.

3.3.8 Provide technical oversight and coordination between Naval Sea Systems Command (NAVSEA) Planning Yards, SSC Atlantic/Pacific and Naval Undersea Warfare Center (NUWC).

3.3.9 Develop Factory Acceptance Tests (FAT) (CDRL A013) and conduct testing of full-rate production racks prior to fleet installation.

### 3.4 ENGINEERING DATA AND TECHNICAL DOCUMENT

*1300650970-004 – CLIN 7002-03(AD) – N00039-17-WX01958(AB) – 100001250328.0020*

*1300650970-005 – CLIN 7002-04(AE) – N00039-17-WX01958(AB) – 100001250334.0020*

*1300650970-007 – CLIN 7003-02(AG) – N00039-17-WX00277(AA) – 100001220216.0020*

*\*Funding Document N00039-17-WX00277 (AA) provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S. Code 2410 (a). The Period of Performance is 12 months; therefore this period of performance may not exceed 13, July 2018.*

*1300650970-008 – CLIN 7003-03(AH) – N00039-17-WX00277(AA) – 100001220428.0020*

*\*Funding Document N00039-17-WX00277 (AA) provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S. Code 2410 (a). The Period of Performance is 12 months; therefore this period of performance may not exceed 13, July 2018.*

The contractor shall support the development of engineering technical documentation, system nomenclature, and Configuration Data Managers Database-Open Architecture (CDMD-OA) for NTCSS / MFOM and other programs as required. The contractor shall provide resources knowledgeable with NTCSS/MFOM installations and operations, Fleet Modernization/Installation Process (FMP) and SPAWAR System Operational Verification Test (SOVT) Preparation and Execution Guide (SPEG), SPAWARINST 3084.1. The contractor shall provide resources knowledgeable with MIL-STD 196E and shall be able to create system nomenclature via Joint Electronics Type Designation Automated System (JETDAS). The contractor shall provide resources knowledgeable with CDMD-OA and the creation of configuration work-files, Validation Aids (VALAIDs), and Alteration Installation Team (AIT) Verification Reports. The contractor shall provide support services that consist of the following:

#### 3.4.1 System Operational Verification Test (SOVT)

Support development of SOVT in accordance with (IAW) SPEG, SPAWARINST 3084.1. Platform SOVTs documentation (CDRL A014) shall be delivered to the government by A-4 (prior to 4 months) IAW PMW150 MIS.

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### 3.4.2 Engineering Change Order (ECO) and Software Delivery Document (SWD)

Support development of ECO and SWD documents IAW SPAWAR Handbook, SPAWARINST 4130.5, and FMP Management and Operations Manual, SL720-AA-MAN-010. Develop Installation Procedures for NTCSS or MFOM equipment and racks in supporting ECO or Ship Alteration developments. ECO and SWD documents (CDRL A014) shall be delivered to the government by A-2 (2 months prior to the install) of the scheduled installation IAW PMW150 MIS.

### 3.4.3 Configuration Data Managers Database-Open Architecture (CDMD-OA)

Develop and submit configuration work files (CDRL A014) in CDMD-OA for afloat and ashore activities IAW FMP Management and Operations Manual, SL720-AA-MAN-010, and SSC Atlantic and SSC Pacific CDMD-OA policy. The contractor shall process and monitor configuration records in CDMD-OA including add/change/delete ILS records, as well as, track, update, and maintain NTCSS or MFOM CDMD-OA records for inventory and life cycle supports. The contractor shall provide CDMD-OA work files, Validation Aids (VALIDs), and AIT Verification Reports forms to Configuration Data Managers (CDMs) and the installation team prior to the installation. CDMD-OA work-files shall be entered in CDMD- OA system by A-2 of the scheduled installation IAW PMW150 MIS.

## **4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS**

### 4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS

When applicable, the contractor shall be responsible for the following:

4.1.1 Ensure that no production systems are operational on any RDT&E network.

4.1.2 Follow DoDI 8510.01 of 12 Mar 2014 when deploying, integrating, and implementing IT capabilities.

4.1.3 Migrate all Navy Ashore production systems to the NMCI environment where available.

4.1.4 Work with government personnel to ensure compliance with all current Navy IT & cybersecurity policies, including those pertaining to Cyber Asset Reduction and Security (CARS).

4.1.5 Follow SECNAVINST 5239.3B of 17 June 2009 & DoDI 8510.01 of 12 Mar 2014 prior to integration and implementation of IT solutions or systems.

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4.1.6 Register any contractor-owned or contractor-maintained IT systems utilized on task order in the Department of Defense IT Portfolio Registry (DITPR)-DON.

4.1.7 Only perform work specified within the limitations of the contract/task order.

## 5.0 TASK ORDER ADMINISTRATION

Task order administration is required for all task orders; it provides the government a means for task order management and monitoring. Regardless of the level of support, the ultimate objective of the contractor is ensuring the government's requirements are met, delivered on schedule, and performed within budget.

### 5.1 TASK ORDER LIAISON

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the government Contracting Officer and Contracting Officer's Representative (COR), as applicable. The contractor PM, located in the contractor's facility, shall ultimately be responsible for ensuring that the contractor's performance meets all government contracting requirements within cost and schedule. PM shall have the requisite authority for full control over all company resources necessary for task order performance. The PM shall have authority to approve task order proposals or modifications in emergent situations. The PM shall ultimately be responsible for the following: personnel management; management of government material and assets; and personnel and facility security. In support of open communication, the contractor shall initiate, unless otherwise directed at the task order level, periodic meetings with the COR.

### 5.2 TASK ORDER MONITORING AND MAINTENANCE

The contractor shall have processes established in order to provide all necessary resources and documentation during various times throughout the day in order to facilitate a timely task order (TO) award or modification. Prior to task order award, the contractor shall be responsible for providing any required support documentation in a timely manner so as to not disrupt the TO award process. To address urgent requirements, the contractor shall have processes established during business and non-business hours/days in order to provide all necessary documentation and resources to facilitate a timely TO award or modification. *NOTE: Directly billing to a TO prior to TO award is prohibited.*

#### 5.2.1 Task Order Administration Documentation

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Various types of TO administration documents are required throughout the life of the TO. At a minimum, the contractor shall provide the following documentation, unless otherwise specified:

#### 5.2.1.1 Task Order Status Report (TOSR)

The contractor shall develop a Task Order Status Reports (CDRL A001) and submit it monthly. The prime contractor shall be responsible for collecting, integrating, and reporting all subcontractor reports. The contractor shall develop and submit a TO status report monthly at least 30 days after TO award on the 10<sup>th</sup> of each month for those months the TO is active. The contractor shall report on various TO functions: performance, schedule, financial, business relations, and staffing plan/key personnel; see applicable DD Form 1423 for additional reporting details and distribution instructions. This CDRL includes a Staffing Plan (Attachment 1) and Personnel Listing (Attachment 2), necessary for additional data collection as applicable.

#### 5.2.1.2 Task Order Closeout Report

The contractor shall develop a task order (TO) closeout report (CDRL A002) and submit it no later than 15 days before the TO completion date. The prime contractor shall be responsible for collecting, integrating, and reporting all subcontracting information. See applicable DD Form 1423 for additional reporting details and distribution instructions.

#### 5.2.1.3 Contractor Manpower Reporting

The following reporting is required for all DoD contracts acquiring services regardless if cost type or firm-fixed price contract:

##### (a) Contractor's Manpower Quarterly Status Report (QSR)

The contractor shall provide a Contractor Manpower Quarterly Status Report (CDRL A003) to the government four times throughout the calendar year. Required by SSC Atlantic for all active service contracts/TOs (regardless if fixed-price or cost type), the Manpower report itemizes specific contract and/or TO administrative data for SSC Atlantic. Reporting period begins at the time of contract/TO award. Utilizing the format provided in QSR CDRL Attachment 1, the contractor shall collect required data throughout the specified performance period and shall submit one cumulative report on the applicable quarterly due date. See applicable DD Form 1423 for additional reporting details and distribution instructions. The following table lists the pre-set submittal due dates and the corresponding performance periods:

#	QUARTERLY DUE DATE	PERFORMANCE PERIOD
1	15 January	1 October – 31 December
2	15 April	1 January – 31 March
3	15 July	1 April – 30 June
4	15 Oct	1 July – 30 September

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(b) Enterprise-wide Contractor Manpower Reporting Application

In addition to the QSR CDRL reporting requirements noted above and pursuant to NMCARS 5237.102-90, the contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this TO for the DoD via a secure data collection website – Enterprise-wide Contractor Manpower Reporting Application (eCMRA). Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor shall completely fill-in all required data fields using the following web address: <https://doncmra.nmci.navy.mil/>.

Reporting inputs consists of labor hours executed during the contract/TO period of performance within each Government fiscal year (FY) which runs from October 1 through September 30. While inputs may be reported any time during the FY, the contractor shall report all data no later than October 31 of each calendar year. Contractors may direct questions to the help desk at <http://www.ecrma.mil/>.

5.2.1.4 WAWF Invoicing Notification and Support Documentation

Pursuant to DFARS clauses 252.232-7003, Electronic Submission of Payment Requests and 252.232-7006, Wide Area WorkFlow Payment Instructions, the contractor shall submit payment requests and receiving reports using DoD Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) application (part of the Wide Area Work Flow (WAWF) e-Business Suite) which is a secure government web-based system for electronic invoicing, receipt, and acceptance. In accordance with clause 252.232-7006, the contractor shall provide e-mail notification to the COR when payment requests are submitted to the iRAPT/WAWF and the contractor shall include cost back-up documentation (e.g., delivery receipts, time sheets, & material/travel costs, etc.) to the invoice in iRAPT/WAWF. As requested, the contractor shall directly provide a soft copy of the invoice and any supporting invoice documentation (CDRL A004) directly to the COR within 24 hours of request to assist in validating the invoiced amount against the products/services provided during the billing cycle.

5.2.1.5 Labor Rate Limitation Notification

For all cost type, labor-hour service contracts/TO (not applicable for Simplified Acquisition Procedures

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(SAP) contracts or contracts/TOs that are wholly fix-priced), the contractors shall monitor the following labor rates as part of the monthly contract/TO status report (see CSR/TOSR CDRL Attachment 2 – Personnel Listing). The contractor shall initiate required notification if specified threshold values are met. NOTE: TOs that are wholly firm-fixed price are exempt from this requirement. The ability of a contractor to monitor labor rates effectively will be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

(a) Fully burden labor rates per person (subcontractor included) charged on contract/task order – If the actual invoiced fully burden rate (inclusive of fee) of any individual in any labor category exceeds the threshold amount of \$165.00/hour and the individual’s rate was not disclosed in pre-award of the basic contract (or TO for IDIQ contracts), the contractor shall send notice and rationale (CDRL A005) for the identified labor rate to the COR who will then send appropriate notification to the Contracting/Ordering Officer. NOTE: Within one labor category, if the total collective estimated and/or actual hours in any given period of performance are less than or equal to 500 labor hours, the labor category is excluded from the required CDRL notification regardless if an individual within that labor category exceeds the threshold.

(b) Average actual labor rates (total actual fully burdened labor costs “divided by” total number of hours performed) compared to average negotiated labor rates (total negotiated fully burdened labor costs “divided by” total number of hours negotiated) – If the average actual burdened labor rates exceeds the average proposed/negotiated rate by 15%, the contractor shall send notice and rationale (CDRL A005) for the rate variance to the COR who will then send appropriate notification to the Contracting /Ordering Officer. Additionally, contractors shall notify the COR if variances exceed 15% for more than three consecutive months. Contractors shall annotate the variance percentage of monthly average actual labor rates versus average negotiated labor rates in the monthly contract/TO status reports.

#### 5.2.1.6 ODC Limitation Notification

Contractors shall monitor Other Direct Costs (ODCs) as part of the monthly contract/TO status reports. For this monitoring purpose, ODCs include incidental material, travel, and other non-labor costs (excluding subcontracting and consultant labor cost) required in performance of the service. For any given period of performance, if the cumulative total cost of ODCs exceeds the awarded total cost of ODCs (regardless of any modifications to the awarded amount) by 10%, the contractor shall send notice and rationale (CDRL A005) for exceeding cost to the COR who will then send a memorandum signed by the PM (or equivalent) to the Contracting Officer documenting the reasons justifying the increase of ODC. The ability of a contractor to monitor ODCs will be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

#### 5.2.1.7 Limitation of Subcontracting

In accordance with FAR 52.219-14, Limitations on Subcontracting is applicable for contracts/TOs that have been wholly or partially set aside for small business or 8(a) concerns. When providing services, the prime contractor shall perform at least 50% of the total contract labor cost. When providing supplies (other than procurement from a non-manufacturer of such supplies), the prime contractor shall perform

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work for at least 50% of the cost of manufacturing the supplies, not including the cost of material. To ensure compliance with clause 52.219-14, the contractor shall develop and submit a Limitation of Subcontracting Report (LSR) (CDRL A006) every 3 months. See applicable DD Form 1423 for reporting details and distribution instructions. The labor cost provided should correspond to the cumulative monthly submitted invoices. The government reserves the right to perform spot checks and/or request copies of any supporting documentation. If the prime contractor's total labor cost is under 50% at either the contract and/or TO level, the contractor shall annotate in the LSR the deficiency and include an explanation addressing why the contractor is non-compliant and if the contract/TO is not complete how the prime contractor intends to rectify the deficiency.

### 5.3 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD policy, this TO does not require Earned Value Management (EVM) implementation due to the cost of TO (base plus all options) does not exceeding \$20M. In lieu of EVM, the contractor shall develop and maintain, a Contract Funds Status Report (CDRL A007) to help track cost expenditures against performance.

## 6.0 QUALITY

### 6.1 QUALITY SYSTEM

Upon task order award, the prime contractor shall have and maintain a quality assurance process that meets TO requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The contractor shall have a sufficiently documented quality system which contains procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system based on a contractor's internal auditing system. Thirty (30) days after TO award, the contractor shall provide to the government a copy of its Quality Assurance Plan (QAP) and any other quality related documents (CDRL A008) as applicable to the TO. The contractor shall make the quality system available to the government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this task order may continue to be used. If any quality documentation is disapproved or requires revisions, the contractor shall correct the problem(s) and submit revised documentation NLT 2 weeks after initial disapproval notification. The contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime's internal audit system. The Government reserves the right to disapprove the contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the contractor's quality assurance plan and development of quality related documents as needed. At a minimum, the contractor shall ensure their quality system meets the following key criteria:

- Establish documented, capable, and repeatable processes
- Track issues and associated changes needed



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- Monitor and control critical product and process variations
- Establish mechanisms for feedback of field product performance
- Implement and effective root-cause analysis and corrective action system
- Establish methods and procedures for continuous process improvement

## 6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

### 6.2.1 General

The contractor shall have processes in place that coincide with the government's quality management processes. The contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. As applicable, the contractor shall also support and/or participate in event-driven milestones and reviews as stated in the Defense Acquisition University's (DAU's) DoD Integrated Defense Acquisition, Technology, and Logistics Life Cycle Management System Chart which is incorporates multiple DoD directives and instructions – specifically DoDD 5000.01 and DoDI 5000.02. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with SSC Atlantic requirements and with the SSC Atlantic Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI) program. As part of a team, the contractor shall support projects at SSC Atlantic that are currently, or in the process of, being assessed under the SSC Atlantic EPO CMMI program. The contractor shall be required to utilize the processes and procedures already established for the project and the SSC Atlantic EPO CMMI program and deliver products that are compliant with the aforementioned processes and procedures. Although having a formal CMMI appraisal is desired, it is not required.

## 6.3 QUALITY ASSURANCE

The contractor shall perform all quality assurance process audits necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M, or quality system, and the contractor shall deliver related quality plan/procedural documents upon request. The Government reserves the right to perform any additional audits deemed necessary to assure that the contractor processes and related services, documents, and material meet the prescribed requirements and to reject any or all processes or related services, documents, and material in a category when noncompliance is established.

## 6.4 QUALITY CONTROL

The contractor shall perform all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M, or quality system the contractor shall submit related quality objective evidence upon request. Quality objective evidence (CDRL A008) includes any of the following as applicable:

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- Detailed incoming receipt inspection records
- First article inspection records
- Certificates of Conformance
- Detailed sampling inspection records based upon MIL-STD-1916 (Verification Level III)
- Quality Measurement and Analysis metrics/data

The Government reserves the right to perform any inspections or pull samples as deemed necessary to assure that the contractor provided services, documents, material, and related evidence meet the prescribed requirements and to reject any or all services, documents, and material in a category when nonconformance is established.

## 6.5 QUALITY MANAGEMENT DOCUMENTATION

In support of the TO's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS), the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A009) submitted 10 days after Task Order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A010) submitted monthly.

## 7.0 DOCUMENTATION AND DELIVERABLES

### 7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following listing identifies the data item deliverables required under this contract/TO and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the basic contract. The contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task. The contractor shall not develop any CDRL classified TOP SECRET with SCI.

CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due
A001	Task Order Status Report	5.2.1.1, 8.1.2	MTHLY	30 Days after TO award (DATO) and monthly on the 10th
A002	Task Order Closeout Report	5.2.1.2	1TIME	NLT 15 days before completion date
A003	Contractor's Manpower Quarterly Status Report	5.2.1.3	QRTLY	15 Jan, 15 Apr, 15 Jul, & 15 Oct
A004	Invoice Support Documentation	5.2.1.4	ASREQ	Within 24 hrs from request
A005	Limitation Notification & Rationale	5.2.1.5, 5.2.1.6	ASREQ	Within 24 hrs from occurrence
A006	Limitation to Subcontracting Report	5.2.1.7	QRTLY	NLT 105 DATO and every third month on the 10th
A007	Contract Funds Status Report (CFSR)	5.4	MTHLY	10 <sup>th</sup> of Each Month

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CDRL #	Deliverable Title	PWS Ref Para	Frequency	Date Due
A008	Quality Documentation	6.1, 6.4	ASREQ	Within 24 hrs from request
A009	Cost and Milestones Schedule Plan	6.5	One time with revisions (ONE/R)	NLT 10 DATO; revision NLT 7 days after receipt of govt review
A010	Contractor CPARS Draft Approval Document (CDAD) Report	6.5	MTHLY	30 DATO and monthly on the 10 <sup>th</sup>
A011	Acquisition and Procurement	3.1	WEEKLY	Tuesday and Friday of each week
A012	Configuration Management	3.2	MTHLY	Monthly on the 10th
A013	Engineering Documentation	3.3.2, 3.3.3, 3.3.5, 3.3.6, 3.3.9	MTHLY	Monthly on the 10th
A014	Engineering Data and Technical Document	3.4.1, 3.4.2, 3.4.3	ASREQ	Scheduled delivery dates will be provided by SSC Atlantic 52520 IAW NTCSS/OOMA/MFOM Master MIS or as directed by PMW150.
A015	Trip Report	3.0	ASREQ	NLT 10 days after completion of each trip

## 7.2 ELECTRONIC FORMAT

At a minimum, the contractor shall provide deliverables electronically by e-mail; hard copies are only required if requested by the government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. The contractor shall provide all data in an editable format compatible with SSC Atlantic corporate standard software configuration as specified below. Contractor shall conform to SSC Atlantic corporate standards within 30 days of task order award unless otherwise specified. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the government.*

	Deliverable	Software to be used
a.	Word Processing	Microsoft Word
b.	Spreadsheet/Graphics	Microsoft Excel
c.	Presentations	Microsoft PowerPoint
d.	Scheduling	Microsoft Project
e.	Computer Aid Design (CAD) Drawings	AutoCAD/Visio

## 7.3 INFORMATION SYSTEM

### 7.3.1 Electronic Communication

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The contractor shall have broadband Internet connectivity and an industry standard email system for communication with the government. The contractor shall be capable of Public Key Infrastructure client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on contract shall be accessible by e-mail through individual accounts during all working hours.

### 7.3.2 Information Security

Pursuant to DoDM 5200.01, the contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. The contractor shall disseminate unclassified DoD information within the scope of assigned duties and with a clear expectation that confidentiality is preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

#### 7.3.2.1 Safeguards

The contractor shall protect government information and shall provide compliance documentation validating they are meeting this requirement in accordance with DFARS Clause 252.204-7012. The contractor and all utilized subcontractors shall abide by the following safeguards:

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.
- (d) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DoD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." The contractor shall ensure all solutions meet FIPS 140-2 compliance requirements.
- (e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.

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(f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.

(g) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

(h) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

(i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:

1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
3. Prompt application of security-relevant software patches, service packs, and hot fixes.

(j) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

(k) Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

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### 7.3.2.2 Compliance

Pursuant to DoDM 5200.01, the contractor shall include in their quality processes procedures that are compliant with information security requirements.

## 8.0 SECURITY

### 8.1 ORGANIZATION

#### 8.1.1 Security Classification

All work performed under this task is “unclassified.” A facility security clearance (FCL) is not required; therefore, no DoD Contract Security Classification Specification, DD Form 254, exist. Pursuant to DoDM 5200.01 – Volume 4, Controlled Unclassified Information, the contractor shall safeguard any sensitive government information.

#### 8.1.2 Security Officer

The contractor shall appoint a Facility Security Officer (FSO) to support those contractor personnel requiring access to government facility/installation and/or access to information technology systems under this TO. The FSO is a key management personnel who is the contractor’s main POC for security issues. The FSO shall have a U.S. Government security clearance equal to or higher than the FCL required on this task order. The FSO shall be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on TO. Responsibilities include entering and updating the personnel security related and mandatory training information within the Staffing Plan document, which is an attachment to the task order status report (TOSR) (CDRL A001).

### 8.2 PERSONNEL

The contractor shall conform to the security provisions of DoDI 5220.22/DoD 5220.22-M – National Industrial Security Program Operating Manual (NISPOM), SECNAVINST 5510.30, DoD 8570.01-M, and the Privacy Act of 1974. Prior to any labor hours being charged on contract, the contractor shall ensure all personnel (including administrative and subcontractor personnel) have obtained and can maintain favorable background investigations at the appropriate level(s) for access required for the contract/task order, and if applicable, are certified/credentialed for the Cybersecurity Workforce (CSWF). A favorable background determination is determined by either a National Agency Check with Inquiries (NACI), National Agency Check with Law and Credit (NACLC), or Single Scope Background Investigation (SSBI) and favorable Federal Bureau of Investigation (FBI) fingerprint checks. Investigations are not necessarily required for personnel performing unclassified work who do not require access to government installations/facilities, government IT systems and IT resources, or SSC Atlantic information. *Cost to meet these security requirements is not directly chargeable to task order.*

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NOTE: If a final determination is made that an individual does not meet or cannot maintain the minimum fitness standard, the contractor shall permanently remove the individual from SSC Atlantic facilities, projects, and/or programs. If an individual who has been submitted for a fitness determination or security clearance is "denied" or receives an "Interim Declination," the contractor shall remove the individual from SSC Atlantic facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is approved. All contractor and subcontractor personnel removed from facilities, projects, and/or programs shall cease charging labor hours directly or indirectly on task order and contract.

## 8.2.1 Access Control of Contractor Personnel

8.2.1.1 Physical Access to Government Facilities and Installations Contractor personnel shall physically access government facilities and installations for purposes of site visitation, supervisory and quality evaluation, work performed within government spaces (either temporary or permanent), or meeting attendance. Individuals supporting these efforts shall comply with the latest security regulations applicable to the government facility/installation.

(a) The majority of government facilities require contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. The contractor shall initiate and submit a request for visit authorization to the COR in accordance with DoD 5220.22-M (NISPOM) not later than one (1) week prior to visit – timeframes may vary at each facility/ installation. For admission to SSC Atlantic facilities/installations, the contractor shall forward a visit request to Joint Personnel Adjudication System (JPAS) /SMO 652366; faxed to 843-218-4045 or mailed to Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified COR. For visitation to all other govt. locations, the contractor shall forward visit request documentation directly to the on-site facility/installation security office (to be identified at task order level) via approval by the COR.

(b) Depending on the facility/installation regulations, contractor personnel shall present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement. NOTE: SSC Atlantic facilities located on Joint Base Charleston require a Common Access Card (CAC) each time physical installation access is required. Contractor shall contact SSC Atlantic Security Office directly for latest policy.

(c) All contractor persons engaged in work while on Government property shall be subject to inspection of their vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department at that location.

## 8.2.1.2 Identification and Disclosure Requirements

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Pursuant to DFARS subpart 211.106, Contractors shall take all means necessary to not represent themselves as government employees. All Contractor personnel shall follow the identification and disclosure requirement as specified in local clause 5252.237-9602, Contractor Identification. In addition, contractor and subcontractors shall identify themselves and their company name on attendance meeting list/minutes, documentation reviews, and their electronic digital signature.

#### 8.2.1.3 Government Badge Requirements

As specified in local clause 5252.204-9202, Contractor Picture Badge, some contract personnel shall require a government issued picture badge. While on government installations/facilities, contractors shall abide by each site's security badge requirements. Various government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel. Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF-86 for Common Access Card (CAC)) to the applicable government security office via the task order COR. The contractor FSO, which is required in local clause 5252.204-9200, Security Requirements, shall track all personnel holding local government badges at contract or TO level.

#### 8.2.1.4 Common Access Card (CAC) Requirements

Some government facilities/installations (e.g., Joint Base Charleston) require contractor personnel to have a Common Access Card (CAC) for physical access to the facilities or installations. Contractors supporting work that requires access to any DoD IT/network also requires a CAC. Granting of logical and physical access privileges remains a local policy and business operation function of the local facility. The contractor is responsible for obtaining the latest facility/installation and IT CAC requirements from the applicable local Security Office. When a CAC is required to perform work, contractor personnel shall be able to meet all of the following security requirements prior to work being performed:

(a) Pursuant to DoD Manual (DoDM-1000.13-M-V1), issuance of a CAC is based on the following four criteria:

1. eligibility for a CAC – to be eligible for a CAC, Contractor personnel's access requirement shall meet one of the following three criteria: (a) individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the government on a recurring bases for a period of 6 months or more, (b) individual requires both access to a DoD facility and access to DoD network on site or remotely, or (c) individual requires remote access to DoD networks that use only the CAC logon for user identification.

2. verification of DoD affiliation from an authoritative data source – CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting Systems (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Trusted Associated Sponsorship System (TASS) (formally Contractor Verification System (CVS)).



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3. completion of background vetting requirements according to FIPS PUB 201-2 and DoD Regulation 5200.2-R – at a minimum, the completion of Federal Bureau of Investigation (FBI) fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NACI) investigation to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. NOTE: Contractor personnel requiring logical access shall obtain and maintain a favorable National Agency Check with Law and Credit (NACLC) investigation. Contractor personnel shall contact the SPAWARSSYSCEN Atlantic Security Office to obtain the latest CAC requirements and procedures.

4. verification of a claimed identity – all contractor personnel shall present two forms of identification in its original form to verify a claimed identity. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list must be a valid (unexpired) State or Federal Government-issued picture identification (ID). The identity documents will be inspected for authenticity, scanned, and stored in the DEERS.

(b) When a contractor requires logical access to a government IT system or resource (directly or indirectly), the required CAC will have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Pursuant to DoDM 1000.13-M-V1, CAC PKI certificates will be associated with an official government issued e-mail address (e.g. .mil, .gov, .edu). Prior to receipt of a CAC with PKI, contractor personnel shall complete the mandatory Cybersecurity Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee shall complete annual cybersecurity training. The following guidance for training and form submittal is provided; however, contractors shall seek latest guidance from their appointed company Security Officer and the SPAWARSSYSCEN Atlantic Information Assurance Management (IAM) office:

1. For annual DoD Cybersecurity/IA Awareness training, contractors shall use this site: <https://twms.nmci.navy.mil/>. For those contractors requiring initial training and do not have a CAC, contact the SPAWARSSYSCEN Atlantic IAM office at phone number (843)218-6152 or e-mail questions to [ssc\\_lant\\_iam\\_office.fcm@navy.mil](mailto:ssc_lant_iam_office.fcm@navy.mil) for additional instructions. Training can be taken at the IAM office or online at <http://iase.disa.mil/index2.html>.

2. For SAAR-N form, the contractor shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SPAWARSSYSCEN Atlantic IAM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms will be routed to the IAM office via encrypted e-mail to [ssclant\\_it\\_secmtg@navy.mil](mailto:ssclant_it_secmtg@navy.mil).

#### 8.2.1.5 Contractor Check-in and Check-out Procedures

All SPAWARSSYSCEN Atlantic contractor personnel requiring or possessing a government badge and/or

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CAC for facility and/or IT access shall have a SPAWARSYSCEN Atlantic government sponsor and be in compliance with the most current version of Contractor Check-in and Check-out Instruction and Forms as posted on the Command Operating Guide (COG) website. At contract award throughout contract completion, the contractor shall provide necessary employee information and documentation for employees hired, transferred, and/or terminated in support of this contract within the required timeframe as cited in the Check-in and Check-out instructions. The contractor FSO shall ensure all contractor employees whose services are no longer required on contract return all applicable government documents/badges to the appropriate government representative. NOTE: If the contractor does not have access to the SSC Atlantic COG website, the contractor shall get all necessary instruction and forms from the COR.

#### 8.2.2 Security Training

Regardless of the contract security level required, the contractor shall be responsible for verifying applicable personnel (including subcontractors) receive all required training. At a minimum, the contractor FSO shall track the following information: security clearance information; dates possessing Common Access Cards; issued & expired dates for SPAWARSYSCEN Atlantic Badge; Cybersecurity training; Privacy Act training; Personally Identifiable Information (PII) training; Cybersecurity Workforce (CSWF) certifications; etc.

#### 8.2.3 Disclosure of Information

In support of DFARS Clause 252.204-7000, contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know". The contractor shall not use any information or documentation developed by the contractor under direction of the government for other purposes without the consent of the government Contracting Officer.

#### 8.2.4 Handling of Personally Identifiable Information (PII)

When a contractor, including any subcontractor, is authorized access to Personally Identifiable Information (PII), the contractor shall complete annual PII training requirements and comply with all privacy protections under the Privacy Act (FAR clause 52.224-1, Privacy Act Notification. and 52.224-2, Privacy Act). The contractor shall safeguard PII from theft, loss, and compromise. The contractor shall transmit and dispose of PII in accordance with the latest DON policies. The contractor shall not store any government PII on their personal computers. The contractor shall mark all developed documentation containing PII information accordingly in either the header or footer of the document: "FOUO – Privacy Sensitive. Any misuse or unauthorized disclosure may result in both criminal and civil penalties." Any unauthorized disclosure of privacy sensitive information through negligence or misconduct can lead to contractor removal or contract termination depending on the severity of the disclosure. Upon discovery of a PII breach, the contractor shall immediately notify the Contracting Officer and COR. Contractors responsible for the unauthorized disclosure of PII shall be held accountable for any costs associated with breach mitigation, including those incurred as a result of having to notify personnel.

### 8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

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Security programs are oriented towards protection of classified information and material. Operations Security (OPSEC) is an operations function which involves the protection of any critical information – focusing on unclassified information that may be susceptible to adversary exploitation. Pursuant to DoDD 5205.02E and SPAWARINST 3432.1, SPAWARSCEN Atlantic’s OPSEC program implements requirements in DoD 5205.02-M – OPSEC Program Manual. Note: OPSEC requirements are applicable when contract personnel have access to either classified information or unclassified Critical Program Information (CPI)/sensitive information.

### 8.3.1 Local and Internal OPSEC Requirement

Contractor personnel, including subcontractors if applicable, shall adhere to the OPSEC program policies and practices as cited in the SPAWARINST 3432.1 and existing local site OPSEC procedures. The contractor shall development their own internal OPSEC program specific to the contract and based on SPAWARSCEN Atlantic OPSEC requirements. At a minimum, the contractor’s program shall identify the current SPAWARSCEN Atlantic site OPSEC Officer/Coordinator.

### 8.3.2 OPSEC Training

Contractor shall track and ensure applicable personnel receive initial and annual OPSEC awareness training. Training may be provided by the government or a contractor’s OPSEC Manager. Contractor training shall, as a minimum, cover OPSEC as it relates to contract work, discuss the Critical Information applicable in the contract/task order, and review OPSEC requirements if working at government facilities. The contractor shall ensure any training materials developed by the contractor shall be reviewed by the SSC Atlantic OPSEC Officer, who will ensure it is consistent with SSC Atlantic OPSEC policies. OPSEC training requirements are applicable for personnel during their entire term supporting SPAWAR contracts.

### 8.3.3 SSC Atlantic OPSEC Program

Contractor shall participate in SSC Atlantic OPSEC program briefings and working meetings, and the contractor shall complete any required OPSEC survey or data call within the timeframe specified.

## 8.4 DATA HANDLING AND USER CONTROLS

### 8.4.1 Data Handling

At a minimum, the contractor shall handle all data received or generated under this contract as For Official Use Only (FOUO) material

### 8.4.2 Effective Use of Controls

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The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc.) at all times to protect contract related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. The contractor shall ensure provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references. In compliance with Para 7.3.2.1, the contractor shall ensure Data-at-Rest is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation.

## **9.0 GOVERNMENT FACILITIES**

Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. All contractor personnel with supplied government facilities shall be located at SSC Atlantic in Norfolk, VA. Note: *The burdened labor rate for those contractor personnel designated as "government site" shall include overhead costs allocable to government site work, consistent with the contractor's established accounting practices.*

## **10.0 CONTRACTOR FACILITIES**

The contractor's facility location shall not present a hardship to complete work required on task order. The contractor shall have real-time communication available at time of award. No specific facility location is required.

## **11.0 CONTRACT PROPERTY ADMINISTRATION**

No contract property (i.e., Government Furnished Information (GFI), Government-furnished property (GFP), or Contractor-acquired Property (CAP)) will be provided or acquired on this contract.

NOTE: For NMCI assets that are assigned to a contractor and removed from a government facility, the contractor employee shall possess at all times a Property Pass (OF-7) with each NMCI asset that will be authorized and signed by the COR or other authorized government personnel. Although NMCI assets are not currently tracked as GFP, the contractor shall separately track and report all NMCI assets assigned to all contractor employees for use on this contract/TO. For reporting purposes, the contractor shall include a copy of the NMCI asset list (separate from the GFP inventory list) in the contract/TO status report (CDRL A001).

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## **12.0 SAFETY ISSUES**

### **12.1 Occupational Safety and Health Requirements**

The contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and Government property. The contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the respective task orders under this contract. Without government assistance, the contractor shall make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system.

#### **12.1.1 Performance at government facilities**

In addition to complying to local clause 5252.223-9200, Occupational Safety and Health Requirements, the contractor shall immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and COR. Additionally, the contractor is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

### **12.2 SAFETY TRAINING**

The contractor shall be responsible to train all personnel that require safety training. Specifically, where contractors are performing work at Navy shore installations, that requires entering manholes or underground services utility the contractor shall provide a qualified person as applicable in 29 CFR 1910 or 29 CFR 1926 or as recommended by the National Institute for Occupational Safety and Health (NIOSH) Criteria Document for Confined Spaces. Also, when contractors are required to scale a tower, all applicable personnel shall have Secondary Fall Protection and Prevention training.

## **13.0 SMALL BUSINESS SUBCONTRACTING PLAN**

Not applicable.

## **14.0 TRAVEL**

### **14.1 LOCATIONS**

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The contractor shall ensure all travel is performed pursuant to local clause 5252.231-9200, Reimbursement of Travel Costs. For planning purposes, the contractor shall provide adequate personnel to support the travel requirements listed below. The proposed estimated travel cost cannot exceed the not-to-exceed (NTE) value cited in the applicable pricing model. Travel estimates are in accordance with the latest Joint Travel Regulations (JTR) for DoD Civilian Personnel. *Note: During the request for proposal (RFP) phase, a contractor may propose an alternate Travel value less than the NTE value in the pricing model, but the proposal must contain substantiating information validating the cost differential; if no validation is provided, the proposal material cost will be adjusted to government proposed NTE value.*

Base Year

# Trips	# People	# Days/Nights	From (Location)	To (Location)
1	1	5/4	Norfolk, VA	San Diego, CA
1	1	5/4	Norfolk, VA	Charleston, SC

Option Year 1

# Trips	# People	# Days/Nights	From (Location)	To (Location)
1	1	5/4	Norfolk, VA	Groton, CT

Option Year 2

# Trips	# People	# Days/Nights	From (Location)	To (Location)
1	1	5/4	Norfolk, VA	San Diego, CA
1	1	5/4	Norfolk, VA	Charleston, SC

Option Year 3

# Trips	# People	# Days/Nights	From (Location)	To (Location)
1	1	5/4	Norfolk, VA	Groton, CT

Option Year 4

# Trips	# People	# Days/Nights	From (Location)	To (Location)
1	1	5/4	Norfolk, VA	San Diego, CA
1	1	5/4	Norfolk, VA	Groton, CT
1	1	5/4	Norfolk, VA	Charleston, SC

15.0 COR DESIGNATION

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The Contracting Officer Representative (COR) for this task order is Mr. Hai Vo, Code 52520 who can be reached at phone (757)541-6028; e-mail: [hai.vo@navy.mil](mailto:hai.vo@navy.mil) .

## **16.0 TRANSPORTATION OF EQUIPMENT/MATERIAL**

No transportation of equipment/material is required by the contractor on this TO.

## **17.0 ACCEPTANCE PLAN**

Inspection and acceptance is performed by the COR on all services, data, and non-data deliverables in accordance with the Quality Assurance Surveillance Plan (QASP), PWS Attachment 1.

## **18.0 OTHER CONDITIONS/REQUIREMENTS**

### **18.1 NON-DISCLOSURE AGREEMENT (NDA) REQUIREMENTS**

Throughout the performance of the requirements of this PWS, personnel will be exposed to various levels of government and manufacturer information that should not be disclosed to third parties. In order to restrict use and dissemination of this information, each person performing work on this PWS will be required to sign a Non-Disclosure Agreement (NDA), PWS Attachment 3.

### **18.2 FUNDING ALLOCATION**

This TO is funded with multiple appropriations with various Accounting Classification Reference Numbers (ACRNs) which may or may not cross multiple task order performance years. Depending on the services performed and the applicable timeframe, the contractor shall invoice cost in accordance with Section B, Section C, and Section G of the TO award. Unless otherwise advised, the contractor shall itemize all summary of work and financial information in the TOSR CDRL by each TO funding CLIN. The ability of the contractor to perform adequate billing and accounting will be reflected in the contractor's annual government Contractor Performance Assessment Report (CPAR) rating.

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## **LIST OF ATTACHMENTS**

PWS Attachment 1 -- Quality Assurance Surveillance Plan (QASP)

PWS Attachment 2 -- CDRLs – DD Form 1423 with attachments

PWS Attachment 3 -- Non-Disclosure Agreement (NDA) form

*[END OF PWS]*

### **5252.237-9600 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)**

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

(d) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

For educational and experience requirements, the following criteria are applicable:

Note 1 To ensure that postsecondary education possessed by individuals meets an acceptable level of quality; educational degrees shall come from accredited institutions or programs. See [www.ed.gov](http://www.ed.gov) for more accreditation information. At a minimum, to receive credit for a Master and Doctorate, all degrees shall be earned from an institution that has been regionally accredited by one of the six associations:



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MSA, NASC, NCA, NEASC, SACS, and WASC.

Note 2 Bachelors of Science (BS) or Associate's (AS) degrees in Applied Science, Computing, Engineering, and Technology shall be from an Accreditation Board for Engineering and Technology (ABET) accredited program (see [www.abet.org](http://www.abet.org)).

Note 3 When not specified, higher education above a labor category's minimum can be credited as years of experience as long as the higher degree is within the same required field of study as the minimum degree required. The following Educational credit applies: a MS degree equals four (4) years of experience and a PhD degree equals five (5) years of experience.

Note 4 Technology degrees do not qualify as Engineering or Physical Science Degrees.

Note 5 Engineering Positions require diploma/written Engineering degrees versus grandfathered. If a State PE License is required due to the requirement, it can be specified under the "Specific Experience."

Note 6 Service Contract Act (SCA) titles and reference numbers are in accordance with Contract Act Directory of Occupations (Fifth Edition), published in [www.dol.gov](http://www.dol.gov).

The following lists the applicable contract labor categories with their corresponding minimum personnel qualifications:

### **1. Subject Matter Expert (SME) 1**

**Education:** Technical Training in CDMD-OA

**Experience:** Eight (8) years of hands-on experience in supporting NTCSS/OOMA/MFOM or similar project to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in CDMD-OA

### **2. Subject Matter Expert (SME) 2**

**Education:** Technical Training in Configuration Management, Engineering, and Engineering Data & Technical Documentation

**Experience:** Ten (10) years of hands-on experience with NTCSS/OOMA/MFOM or similar project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service

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leadership in Configuration Management, Engineering, and Engineering Data & Technical Documentation

### **3. Subject Matter Expert (SME) 1**

**Education:** Technical Training in Configuration Management, Engineering, and Engineering Data & Technical Documentation

**Experience:** Eight (8) years of hands-on experience with NTCSS/OOMA/MFOM or similar project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in Configuration Management, Engineering, and Engineering Data & Technical Documentation

### **4. Administrative Assistant (SCA 01020)**

**Education:** Associate's Degree in Business or Computer Science.

**Experience:** Four (4) years of experience, to include: word processing, spreadsheet development, documenting management issues, financial analysis, data collection, report processing, brief preparation, read milestone schedules and send and receive emails. Two (2) years of work experience shall be within DoD. Note: Experience may be concurrent.

***OR***

**Education:** High School Diploma or GED.

**Experience:** Eight (8) years of experience to include: word processing, spreadsheet development, documenting management issues, financial analysis, data collection, report processing, brief preparation, read milestone schedules and send and receive emails. Two (2) years of work experience shall be within DoD. Note: Experience may be concurrent.

### **5. Program Manager**

**Education:** Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

**Experience:** Fifteen (15) years of technical experience in support of Federal Contract Management, to include: Equipment Support, System Support, and Programmatic Support. Eight (8) years of Program Management experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of Federal Contracts, preferably SSC Atlantic Task Orders. Note: Experience may be concurrent. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

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## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his duly authorized representative.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7001	7/14/2017 - 7/13/2018
7002	7/14/2017 - 7/13/2018
7003	7/14/2017 - 7/13/2018
7004	7/14/2017 - 7/13/2018
7005	7/14/2017 - 7/13/2018
7101	7/14/2018 - 7/13/2019
7102	7/14/2018 - 7/13/2019
7103	7/14/2018 - 7/13/2019
7104	7/14/2018 - 7/13/2019
7105	7/14/2018 - 7/13/2019
9001	7/14/2017 - 7/13/2018

### CLIN - DELIVERIES OR PERFORMANCE

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

7001	7/14/2017 - 7/13/2018
7002	7/14/2017 - 7/13/2018
7003	7/14/2017 - 7/13/2018
7004	7/14/2017 - 7/13/2018
7005	7/14/2017 - 7/13/2018
7101	7/14/2018 - 7/13/2019
7102	7/14/2018 - 7/13/2019
7103	7/14/2018 - 7/13/2019
7104	7/14/2018 - 7/13/2019
7105	7/14/2018 - 7/13/2019
9001	7/14/2017 - 7/13/2018

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

7201	7/14/2019 - 7/13/2020
7202	7/14/2019 - 7/13/2020
7203	7/14/2019 - 7/13/2020
7204	7/14/2019 - 7/13/2020
7205	7/14/2019 - 7/13/2020

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7301	7/14/2020 - 7/13/2021
7302	7/14/2020 - 7/13/2021
7303	7/14/2020 - 7/13/2021
7304	7/14/2020 - 7/13/2021
7305	7/14/2020 - 7/13/2021
7401	7/14/2021 - 7/13/2022
7402	7/14/2021 - 7/13/2022
7403	7/14/2021 - 7/13/2022
7404	7/14/2021 - 7/13/2022
7405	7/14/2021 - 7/13/2022
9101	7/14/2018 - 7/13/2019
9201	7/14/2019 - 7/13/2020
9301	7/14/2020 - 7/13/2021
9401	7/14/2021 - 7/13/2022

Services to be performed hereunder will be provided at Government and Contractor facilities in accordance with Section C.

The above periods of performance for the option(s) to extend the term of the task order shall apply only if the Government exercise the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract".

The Government reserves the right to reduce the term of the option as necessary in order to ensure compliance with the performance timeline set forth in FAR clause 52.216-22(d).

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## SECTION G CONTRACT ADMINISTRATION DATA

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) *Definitions.* As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

2-N-1 (Services Only)

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

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

*Not applicable.*

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
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Pay Official DoDAAC	HQ3338
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Issue By DoDAAC	N65236
Admin DoDAAC	S5111A
Inspect By DoDAAC	N65236
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N65236
Service Acceptor (DoDAAC)	N65236
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	S5111A
Other DoDAAC(s)	N/A

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

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

Not Applicable

(g) *WAWF point of contact.*

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

Contracting Officer Representative  
Hai D Vo, 52520  
9456 Fourth Ave  
Norfolk, VA 23511  
hai.vo@navy.mil  
757-541-6028



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

**252.204-0012 Line Item Specific: by Contractor Invoice. (April 2012)**

The payment office shall make payment using the specific ACRN(s) cited on the contractor's invoice and, in no event, may payment exceed the funded amount for the ACRN(s) cited. CLINs have multiple funding from multiple customers. Payment cannot be made using any of the PGI 204.7108 clause due to one customer's funds would be paying for another customer's work. Use PGI 204.7108 (d) 012 other and pay from the ACRNs cited on the invoice. Government advises contractor on ACRNS to invoice.

Rationale for DFAS - Multiple customers and funding sources are represented under this task order. Based on the type of work contracted for on behalf of the DoD/Navy customers, payment by CLIN/SLIN/ACRN is significantly important. Our customer's work is highly dependent upon coordinated efforts between the availability of ships, personnel, and other required sources need to accomplish the ships' construction. The funding received is expected to be accomplished with the associated dollars provided by a specific customer for a specific ship hull. Where it would make sense to have a contract for each customer, thus making an automated payment simple to implement, it is woefully unrealistic. We have an efficient contract award business model which considers the effort it takes to award one contract with multiple funding customers versus multiple contracts per funding customer. Not paying in accordance with PGI 12 Other clause will result in great harm to the Government.

**5252.201-9201 Designation of Contracting officer's Representative (Mar 2006)**

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

**CONTRACTING OFFICER REPRESENTATIVE**

Name: Hai D. Vo, 52520  
Phone: 757-541-6028  
E-mail: [hai.vo@navy.mil](mailto:hai.vo@navy.mil)

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

**5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (JAN 2007)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be

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paid by that party might be considered to the extent permitted by law.

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

(End of clause)

**5252.216-9210 TYPE OF CONTRACT (DEC 1999)**

This is a Cost Plus Fixed Fee, Level of Effort task order.

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(End of clause)

**5252.232-9206 SEGREGATION OF COSTS (DEC 2003)**

(a) The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:

- (1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and
- (2) to the Procuring Contracting Officer.

(End of clause)

Accounting Data

SLINID	PR Number	Amount
700101	130065097000001	66700.00
LLA :		
AA 97X4930 NH3S 253 77777 0 050120 2F 000000 A00004049212		
Standard Number: N0003917WX01958 (AA)		
PR: 1300650970		
ACRN: AA		
FUNDING DOC: N0003917WX01958		
COST CODE: A00004049212		
NWA/BS: N0003917WX01958		
*FUNDS EXPIRE: 12/31/2017		

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700201 130065097000002 22850.00

LLA :  
 AB 97X4930 NH3S 253 77777 0 050120 2F 000000 A10004049212  
 Standard Number: N00039-17-WX01958 (AA)  
 PR: 1300650970  
 ACRN: AB  
 COST CODE: A10004049212  
 FUNDING DOC: N00039-17-WX01958 (AA)  
 NWA/BS: 100001258430 0010  
 \*FUNDS EXPIRE: 12/31/2017

700202 130065097000003 18410.00

LLA :  
 AC 97X4930 NH3S 253 77777 0 050120 2F 000000 A20004049212  
 Standard Number: N00039-17-WX01958 (AB)  
 PR: 1300650970  
 ACRN: AC  
 COST CODE: A20004049212  
 FUNDING DOC: N00039-17-WX01958 (AB)  
 NWA/BS: 100001250326 0020  
 \*FUNDS EXPIRE: 12/31/2017

700203 130065097000004 62100.00

LLA :  
 AD 97X4930 NH3S 253 77777 0 050120 2F 000000 A30004049212  
 Standard Number: N00039-17-WX01958 (AB)  
 PR: 1300650970  
 ACRN: AD  
 COST CODE: A30004049212  
 FUNDING DOC: N00039-17-WX01958 (AB)  
 NWA/BS: 100001250328 0020  
 \*FUNDS EXPIRE: 12/31/2017

700204 130065097000005 88642.49

LLA :  
 AE 97X4930 NH3S 253 77777 0 050120 2F 000000 A40004049212  
 Standard Number: N00039-17-WX01958 (AB)  
 PR: 1300650970  
 ACRN: AE  
 COST CODE: A40004049212  
 FUNDING DOC: N00039-17-WX01958 (AB)  
 NWA/BS: 100001250334 0020  
 \*FUNDS EXPIRE: 12/31/2017

700301 130065097000006 13300.00

LLA :  
 AF 97X4930 NH3S 253 77777 0 050120 2F 000000 A50004049212  
 Standard Number: N00039-17-WX00277 (AA)  
 PR: 1300650970  
 ACRN: AF  
 COST CODE: A50004049212  
 FUNDING DOC: N00039-17-WX00277 (AA)  
 NWA/BS: 100001220218 0020  
 IAW 10 U.S.C. 2410(a), the period of performance may not exceed 07/13/2018.  
 \*FUNDS EXPIRE: 09/30/2017

700302 130065097000007 43860.00

LLA :  
 AG 97X4930 NH3S 253 77777 0 050120 2F 000000 A60004049212  
 Standard Number: N00039-17-WX00277 (AA)  
 PR: 1300650970  
 ACRN: AG  
 COST CODE: A60004049212  
 FUNDING DOC: N00039-17-WX00277 (AA)  
 NWA/BS: 100001220216 0020  
 IAW 10 U.S.C. 2410(a), the period of performance may not exceed 07/13/2018.  
 \*FUNDS EXPIRE 09/30/2017

700303 130065097000008 43860.00

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LLA :

AH 97X4930 NH3S 253 77777 0 050120 2F 000000 A70004049212

Standard Number: N00039-17-WX00277 (AA)

PR: 1300650970

ACRN: AH

COST CODE: A70004049212

FUNDING DOC: N00039-17-WX00277 (AA)

NWA/BS: 100001220428 0020

IAW 10 U.S.C. 2410(a), the period of performance may not exceed 07/13/2018.

\*FUNDS EXPIRE: 09/30/2017

BASE Funding 359722.49

Cumulative Funding 359722.49

MOD P00001

700205 130070647900001 13350.00

LLA :

AJ 1781810 M2DY 310 00039 0 050120 2D 000000 A00004472780

BS-001815.0402010102

700206 130070647900002 38150.00

LLA :

AK 1781810 M2DY 310 00039 0 050120 2D 000000 A10004472780

BS-001815.0402020102

700304 130070647900003 12800.00

LLA :

AL 1781804 5B2B 257 00039 0 050120 2D 000000 A20004472780

BS-001815.0201010207

700401 130070647900004 5700.00

LLA :

AM 1781804 5B2B 257 00039 0 050120 2D 000000 A30004472780

BS-001815.0201010124

MOD P00001 Funding 70000.00

Cumulative Funding 429722.49

MOD P00002

710101 130072045000005 81572.20

LLA :

AN 1781810 M2DY 310 00039 0 050120 2D 000000 A00004565028

BS-001815.0402020102

710201 130072045000006 428422.80

LLA :

AN 1781810 M2DY 310 00039 0 050120 2D 000000 A00004565028

BS-001815.0402020102

710202 130072045000007 187840.00

LLA :

AP 1781810 M2DY 310 00039 0 050120 2D 000000 A10004565028

BS-001815.0402010102

710301 130072045000008 34950.00

LLA :

AQ 1781804 5B2B 257 00039 0 050120 2D 000000 A20004565028

BS-001815.0201010207

710401 130072045000009 115648.00

LLA :

AR 1781804 5B2B 257 00039 0 050120 2D 000000 A30004565028

BS-001815.0201010124

MOD P00002 Funding 848433.00

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Cumulative Funding 1278155.49

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

- (a) A contractor picture badge may be issued to contractor personnel by the SPAWAR Atlantic upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWAR Atlantic prior to completion of the picture badge request.
- (b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.
- (c) At the completion of the contract, the contractor shall forward to SPAWAR Atlantic a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

### 5252.209-9206 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

### 5252.217-9201 CONTRACT MAXIMUM AMOUNT (DEC 1999)

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercise, and unexpended balances may be used in succeeding option years.

(End of clause)

### 5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ Information include the following:

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and

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processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

(End of clause)

#### **5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)**

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by



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reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

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- (i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e. the building or other place where the employee regularly reports for work).
- (ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.
- (iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:
- (a) is self-propelled and licensed to travel on the public highways;
  - (b) is designed to carry passengers or goods; and
  - (c) *has four or more wheels or is a motorcycle or moped.*
- (iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.
- (v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.
- (iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles (18 + 18 - 14 = 22).*

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

*In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.*

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles (15 + 30 + 15 - 30 = 30).*

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles (45 + 67 + 12 - 24 = 100).*

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).*

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

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*In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.*

(End of Clause)

**5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)**

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
- (c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

**5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)**

- (a) Definition. As used in this clause, "sensitive information" includes:
  - (i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
  - (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
  - (iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;
  - (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).
- (b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.
- (c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—
  - (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
  - (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
  - (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
  - (iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non-Disclosure Agreement" for each employee prior to assignment;
  - (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

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(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

(End of clause)

#### **5252.242-9202 TECHNICAL DIRECTION (COST TYPE CONTRACTS) (APR 1992)**

(a) Technical Direction may be provided to the Contractor from time to time by the Contracting Officer or Contracting Officer’s Representative, if authorized, during the term (term is defined as the period of performance for the basic contract and any options that may be exercised) of this contract. Technical Direction will provide specific information relating to the tasks contained in the Statement of Work and will be provided to the contractor in writing. Any Technical Direction issued hereunder will be subject to the terms and conditions of the contract. The contract shall take precedence if there is any conflict with any Technical Direction issued hereunder, and cannot be modified by any Technical Direction.

(b) As stated, Technical Direction shall be issued in writing and shall include, but not be limited to, the following information:

- (1) date of issuance of Technical Direction;
- (2) applicable contract number;
- (3) technical direction identification number;
- (4) description of Technical Direction;
- (5) estimated cost;
- (6) estimated level of effort by labor category; and
- (7) signature of the PCO/COR.

(c) If the contractor does not agree with the estimated cost specified on the technical direction, or considers the technical direction to be outside the scope of the contract, he shall notify the PCO or COR immediately and, in the case of the estimated cost, arrive at a general agreement to the cost of the task. In the case of the direction requiring work that is out of the scope of the contract, the contractor shall not proceed with the effort unless and until the PCO executes a contract modification to include the change in scope.

(End of clause)

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## SECTION I CONTRACT CLAUSES

### 09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

All terms and conditions, including clauses, in the Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For the FAR: <http://acquisition.gov/far/>

For the DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> For the NMCARS: [https://acquisition.navy.mil/home/policy\\_and\\_guidance/nmcars](https://acquisition.navy.mil/home/policy_and_guidance/nmcars)

### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions	Jan 2012
52.203-3	Gratuities	Apr 1984
52.204-99	System for Award Management Registration (DEVIATION)	Aug 2012
52.227-11	Patent Rights -- Ownership by the Contractor	May 2014
52.227-13	Patent Rights -- Ownership by the Government	Dec 2007
252.215-7008	Only One Offeror	June 2012
252.227-7038	Patent Rights -- Ownership by the Contractor	June 2012
	(Large Business)	

(End of Clause)

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

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(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

#### **52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)**

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

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

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

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

(c) *General.*

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

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

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

(End of clause)

#### **52.244-2 SUBCONTRACTS (OCT 2010)**

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED TO ADD TEAM MEMBERS TO THE TASK ORDER AFTER AWARD. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION REQUIRED FOR APPROVAL.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

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- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination –
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allow ability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [To be determined at award]

(End of Clause)

**252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (SEP 2011)**

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).*



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(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: N/A

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

#### **252.219-7000 Advancing Small Business Growth (MAY 2015)**

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <http://www.sba.gov/content/table-small-businesssize-standards>.) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at [www.dla.mil/SmallBusiness/Pages/ptac.aspx](http://www.dla.mil/SmallBusiness/Pages/ptac.aspx).

(End of Clause)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment\_1A\_1B-Ref\_Info\_Sheets

Attachment\_2A-Prime\_Pricing\_Model

Attachment\_2B-Subcontractor\_Pricing\_Model

Attachment\_3-Past\_Performance\_Questionnaire

PWS\_Attachment\_1-QASP

PWS\_Attachment\_2-CDRLs\_DD\_Form\_1423

PWS\_Attachment\_3-Non-Disclosure\_Agreement

Attachment\_2A-Prime\_Pricing\_Model\_rev1

Attachment\_2B-Subcontractor\_Pricing\_Model\_rev1

Attachment\_2A-Prime\_Pricing\_Model\_rev2

Attachment\_2B-Subcontractor\_Pricing\_Model\_rev2

Attachment\_2A-Prime\_Pricing\_Model\_rev3

Attachment\_2B-Subcontractor\_Pricing\_Model\_rev3

Attachment\_2A-Prime\_Pricing\_Model\_rev4

Attachment\_2B-Subcontractor\_Pricing\_Model\_rev4