

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7878		2. DELIVERY ORDER NO. 0002		3. EFFECTIVE DATE 2015 Apr 21		4. PURCH REQUEST NO. TBD		5. PRIORITY DO-C9			
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110			CODE N00178		7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151			CODE S2404A		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR PRISM MARITIME LLC 1416 Kelland Drive, Suite B Chesapeake VA 23320-4447			CODE 4LE80		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE			This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
PRISM MARITIME LLC			L.Nichols Contracts Manger								
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/>			If this box is marked, supplier must sign Acceptance and return the following number of copies:								
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *		21. UNIT	22. UNIT PRICE		23. AMOUNT	
		See Schedule									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$	
				BY: /s/Dana M Phillips				04/21/2015 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE		g. E-MAIL ADDRESS			FINAL						
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		34. CHECK NUMBER				
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL		35. BILL OF LADING NO.				
					FULL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

## GENERAL INFORMATION

Award is hereby made to Prism Maritime based on their proposal in response to solicitation N00024-15-R-3067.

The following are incorporated into the award:

- 1) General Information: Remove of the solicitation amendment details and solicitation overview.
- 2) Section B: Added proposed Hours and Share Ratio
- 3) Section B: Populated the B.3 Incentive Fee Table
- 4) Section C: Remove of the requirement stating Offerors must meet all mandatory requirements at time of proposal submission or provide an acceptable plan to meet the requirements by time of award.
- 5) Section F: Entered the Period of Performance Dates and remove the estimated start date
- 6) Section G: G.2 Updated Payment Instructions
- 7) Section G: G.3 Filled in the respective Contract Specialist, Administrative Contracting Officer, Contracting Officer Representative and the removal of the Alternate Contracting Officer Representative.
- 8) Section G: G.4 Completed 252.232-7006 Wide Area Workflow Payment Instructions
- 9) Section G: G.7 Completed Consent to Subcontract
- 10) Section G: G.8 Consent to Direct Charge Management and Support Labor
- 11) Section G: Provided an increment of funds
- 12) Section H: H.2 re-named title from Desired Qualifications to Minimum Qualifications
- 13) Section H: H.8 Completed the Funding Profile reflective of an increment of funds at award.
- 14) Section H: H.9 Completed the Allotment of Funds Table
- 15) Section H: H10 Completed 5252.216-9122 Level of Effort – Alternative 1
- 16) Section H: H12 Completed the Savings Initiatives Clause
- 17) Section I: Removed Provisions Incorporated by Reference
- 18) Section I: Revised the 52.217-9 Options to Extend the Term of the Contract Table
- 19) Section I: Completed 52.222-2 Payment of Overtime Premiums

## INCREMENTAL FUNDING

This order is incrementally funded. In Section H, the clauses FUNDING PROFILE and NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS shows the total amount of funding obligated to date. A conformed copy of the Task Order is issued with each modification. The information contained in this General Information Section is not repeated in subsequent conformed copies.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 1 of 85	FINAL
----------------------------------	----------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	N060	BASE PERIOD - Technical and Engineering Services Support for Chemical, Biological, Radiological, and Nuclear Defense (CBRND) IAW Performance Work Statement (Fund Type - TBD)		HR			
		Max Fee					
		Min Fee				\$	
		Government Overrun Share Line					
		Government Underrun Share Line					
700001	N060	Award Incremental Funding (RDT&E)					

For Cost Type / NSP Items

7099		BASE PERIOD - CDRLS in support of CLIN 7000				1.0	LO	NSP
------	--	---	--	--	--	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7100	N060	OPTION 1 - Technical and Engineering Services Support for Chemical, Biological, Radiological, and Nuclear Defense (CBRND) IAW Performance Work Statement (Fund Type - TBD)		HR			
		Option					
		Max Fee					
		Min Fee					

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 2 of 85	FINAL
----------------------------------	----------------------------	-----------------	-------

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

For Cost Type / NSP Items

7199		OPTION 1 - CDRLs in support of CLIN 7100				1.0	LO	NSP
------	--	--	--	--	--	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7200	N060	OPTION 2 - Technical and Engineering Services Support for Chemical, Biological, Radiological, and Nuclear Defense (CBRND) IAW Performance Work Statement (Fund Type - TBD)  Option		HR			
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For Cost Type / NSP Items

7299		OPTION 2 - CDRLs in support of CLIN 7200				1.0	LO	NSP
------	--	--	--	--	--	-----	----	-----

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	N060	AWARD TERM PERIOD 1 - Technical and Engineering Services Support for Chemical, Biological, Radiological, and Nuclear Defense (CBRND)		HR	\$		

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 3 of 85	FINAL
----------------------------------	----------------------------	-----------------	-------

Item PSC Supplies/Services Qty Unit Target Cost Target Fee CPIF

IAW Performance Work  
Statement (Fund Type -  
TBD)

Option

Max Fee

Min Fee

Government  
Overrun  
Share Line

Government  
Underrun  
Share Line

For Cost Type / NSP Items

7399 AWARD TERM PERIOD 1 - CDRLs in support of CLIN 7300 1.0 LO NSP

For Cost Type Items:

Item PSC Supplies/Services Qty Unit Target Cost Target Fee CPIF

7400 N060 AWARD TERM PERIOD 2 -  
Technical and  
Engineering Services  
Support for Chemical,  
Biological,  
Radiological, and  
Nuclear Defense (CBRND)  
IAW Performance Work  
Statement (Fund Type -  
TBD)

HR

Option

Max Fee

Min Fee

Government  
Overrun  
Share Line

Government  
Underrun  
Share Line

For Cost Type / NSP Items

7499 AWARD TERM PERIOD 2 - CDRLs in support of CLIN 7400 1.0 LO NSP

For ODC Items:



7100		\$	\$	\$	\$	\$	\$	\$	\$
7200		\$	\$	\$	\$	\$	\$	\$	\$
7300		\$	\$	\$	\$	\$	\$	\$	\$
7400		\$	\$	\$	\$	\$	\$	\$	\$

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

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

(iii) The share ratio for the CPIF portion of the fee structure is 70/30 (70% Government and 30% Contractor) for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the *final* target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order.

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

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

**CLAUSES INCORPORATED IN FULL TEXT:**

**B.4 HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 6 of 85	FINAL
----------------------------------	----------------------------	-----------------	-------

#### **B.5 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

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

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

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

#### **B.7 HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT–ALTERNATE 1) (NAVSEA) (MAY 2010)**

(Applicable to CLIN 7000, if and to the extent Options are exercised and Award Terms are awarded, CLINs 7100 through 7400.)

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

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

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

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

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

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

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

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

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

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

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



CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 7 of 85	FINAL
----------------------------------	----------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C.1 BACKGROUND

The Naval Surface Warfare Center-Dahlgren (NSWCDD) Code Z20 has been tasked by Naval Sea Systems Command (NAVSEA) Code 05P5, Damage Control, Fire Fighting, Chemical Biological Defense (CBD), Environmental Division (DC/FF/CBD/ENV) with the duties and responsibilities of the Chemical, Biological, Radiological and Nuclear Defense (CBRND) for the areas of Detection, Collective Protection, Information Systems, Decontamination and Medical Systems; including Technical Design Agent (TDA), Acquisition Engineering Agent (AEA) and In-Service Engineering Agent (ISEA). Additionally the Pentagon Force Protection Agency (PFPA) provides tasking to assist them in analysis, development and support to their Chemical and Biological Defense mission. NSWCDD, through Code Z20 directly supports the NAVSEA Office for CBRND/ Damage Control, Firefighting and Recoverability (DC/FF). NSWCDD, Code Z20 provides a full spectrum of program and in-service support to the Navy's Warfighting Enterprises; Fleet Readiness Enterprise (FRE), Surface Warfare Enterprise (SWE), Naval Aviation Enterprise (NAE) and Navy Expeditionary Combat Enterprise (NECE). In addition, NSWCDD, Code Z20 also provides a full spectrum of program and in-service support to the Commander, Naval Installations Command (CNIC), Military Sealift Command (MSC) and limited support to the United States Coast Guard (USCG), the Defense Threat Reduction Agency (DTRA), Department of Homeland Security (DHS), Office of Naval Research (ONR) and the Pentagon Force Protection Agency (PFPA).

### C.2 SCOPE

This Performance Work Statement (PWS) describes the effort required of the contractor in support of Navy CBRND programs. The overall scope of CBRND programs is to develop and deploy equipment, systems, and practices that protect the warfighter from chemical, biological, radiological and nuclear attack. CBRND consists of the following programs:

**Collective Protection (COLPRO):** Provides collective protection zones to protect personnel and vital ship spaces from toxic chemical, biological agents, and radioactive fallout.

**Decontamination (DECON):** Installs and supports equipment with the ability to conduct decontamination actions that enable the quick restoration of combat power, maintain/recover essential functions that are free from the effects of chemical, biological, radiological and nuclear (CBRN) hazards, and facilitate the return to pre-incident operational capability as soon as possible.

**Detection & Medical Systems:** Installs and supports detection equipment that is capable to continually provide the information about the CBRN situation at a time and place by detecting, identifying, and quantifying CBRN hazards in air, water, on land, on personnel, equipment or facilities. This capability includes detecting, identifying, and quantifying those CBRN hazards in all physical states (solid, liquid, gas).

**Individual Protection Equipment (IPE):** Installs and supports equipment with the capability to shield the force from harm caused by CBRN hazards by preventing or reducing individual exposures, or applying prophylaxis to prevent or mitigate negative physiological effects.

**Information Systems (IS):** Provides an architecture of information systems with the ability to characterize the CBRN hazard by developing a clear understanding of the current and predicted CBRN situation; collect and assimilate information from sensors, intelligence, medical, etc. in near real-time to inform personnel, provide actual and potential impacts of CBRN hazards; envision critical SENSE, SHIELD, and SUSTAIN end states (preparation for operations); and visualize the sequence of events that moves the force from its current state to those end states.

**Information Technology (IT):** Maintains the software and databases necessary to track and report the

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 8 of 85	FINAL
----------------------------------	----------------------------	-----------------	-------

CBRND equipment inventory in real time and provides for the rollup reports required for the annual report to Congress. IT support to also include shipboard installation of IT equipment related to Navy and its CBRND capability.

Counter Proliferation Detection and Identification Capability (CPC) for Visit, Board, Search and Seizure (VBSS): Installs and supports equipment to support Visit Board Search and Seizure (VBSS) teams addressing their need for CBR sensors, protective equipment, and drug detection kits in support of UN sanctions.

Z20 support for CBR sustainment: Provides R&D, management and oversight of equipment and technologies.

Z20 Research and Development Biological/Chemical laboratory sustainment and support: Provides management and oversight of equipment and technologies to maintain safe and effective development laboratory. This includes biological safety and fume hood certifications and support to air system actuators, dampers, compressed air, vacuum, water treatment, autoclave systems and related laboratory systems.

This work will provide support and technical services, to include Integrated Logistic Support (ILS), system analysis, engineering services, document development; financial tracking, Fleet support coordination, and distribution and installation of appropriate systems and equipment on afloat and ashore assets. Travel will be required to/from various locations CONUS and OCONUS.

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

It is the intent of this PWS to fully implement the principles of the Department of Defense acquisition reform initiatives. Specifically, reference is made to the Secretary of Defense policy promulgated by memorandum on June 29, 1994 and the SECNAV policy memorandum of 21 December 1994 regarding the use of specifications and standards by all Navy programs. As stated in the memorandum, when performance specifications are not practical, non-Government (industry developed) standards shall be used. Only those military standards and specifications for which waivers have been obtained will be cited if appropriate or shall only be cited for guidance.

**Documents can be found on Google.**

#### **TIER 1**

- NAVSEA S0300-B2-MAN-010 (Series) – SUPSHIP Operations Manual
- NAVSEA S5090-CL-MMC-010, Pipe Jumper Hose System (PJHS) Kit No. 1 and Kit No. 2
- NAVSEA S6220-EM-MMO-010, Breathing Air Compressor (BAC)
- NAVSEA S6220-EV-MMO-010, Oceanus-E3 Compressor
- NAVSEA S6290-AQ-MMC-010/09687, Portable Exothermic Cutting Unit
- NAVSEA S9040-AA-GTP-010/SSCR (Series) – Shipboard Systems Certification Requirements for Surface Ship Industrial Periods (Non-Nuclear)
- NAVSEA S9074-AQ-GIB-010/248 – Requirements for Welding & Brazing procedure and performance qualifications
- NAVSEA SS100-AJ-MMO-010, Firefighter Extraction Systems (FES)
- NAVSEA SS100-AK-MMA-010, Breathing Air Reducing Station (BARS) Technical Manual,

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 9 of 85	FINAL
----------------------------------	----------------------------	-----------------	-------

## Operation and Maintenance, Organizational and Intermediate Levels

- NAVSEA SS600-AS-OMI-010 Emergency Escape Breathing Device (EEBD)
- NAVSEA Standard 009-04 – Quality Management System; Provide
- NAVSEA Standard 009-06 – Protection during Contamination-Producing Operations and Maintaining Cleanliness Accomplish
- NAVSEA Standard 009-09 – Process Control Procedure (PCP); Provide and Accomplish
- NAVSEA Standard 009-11 – Insulation and Lagging Requirements; Accomplish
- NAVSEA Standard 009-12 – Welding, Fabrication, and Inspection Requirements; Accomplish
- NAVSEA Standard 009-22 – Shipboard Electric Cable; Test
- NAVSEA Standard 009-23 – Interferences; Remove and Install
- NAVSEA Standard 009-32 – Cleaning and Painting Requirements; Accomplish
- NAVSEA Standard 009-35 – Confined Space Entry, Certification, Fire Prevention and Housekeeping; Accomplish
- NAVSEA Standard 009-40 – Requirements for Contractor Cranes at Naval Facilities; Accomplish
- NAVSEA T9074-AS-GIB-010/271 – Requirements for Non-Destructive Tests
- NAVSEAINST 4280.2C – Master Agreement for Repair and Alterations of Vessels
- NAVSEA Standard Item 009-73, "Shipboard Electrical/Electronic/ Fiber Optic Cable; remove, relocate, repair, and install
- NAVSEAINST S0400-AD-URM-010/TUM (Series) – Tag Out User's Manual
- TS9090-310D – Alterations to Ships Accomplished by Alterations Installations Teams

## **TIER 2**

- ANSI Z39.18 – Scientific and Technical Reports – Elements, Organization, and Design
- ASME ANSI Y14.5M – Dimension and Tolerance
- CINLANTFLT/CINPACFLT 4790.3 (Series) – Joint Fleet Maintenance Manual
- DOD-STD-2101 – Classification of Characteristics
- Fan, Portable Medium Capacity (Box Fan) Technical Manual (Manufacturer)
- MIL-DTL-31000 – Technical Data Package
- MIL-STD-961E – Defense and Program-Unique Specifications Format and Content
- NAVEDTRA 131 series, Personnel Performance Profile-Based Curriculum Development Manual
- NAVSHIPS 0347-0601, Model 777D-Bronze
- NAVSUP P529 Warehouse Modernization and Layout Planning Guide
- Portable Electric-Powered All-Purpose Rescue Set (PEARS) P-16 Rescue System Owner Operation

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 10 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

## & Maintenance Manual

- Portable Electric-Powered All-Purpose Rescue Set (PEARS) P-40 & P-25 Power Pusher Ram Instruction Manual
- TDA-99 Operators Manual.
- Technical Manual for MCU-2/P &A/P masks,
- TM 3-4240-341-10 Technical Manual Operators Instructions, M-45 Mask
- TM 3-4240-346-10 Operators Manual for M40A/1
- TM 3-4240-346-20&P Unit Maintenance Manual M40A/1 series masks
- TM 8415-10/3 Operators Manual Joint Service Lightweight Integrated Suit Technology Chemical Protective Ensemble
- 49 Code of Federal Regulations
- OPNAVINST 5100.23 (series) Navy Safety and Occupational Health Program Manual

## OTHER

- Alteration Installation Teams (AIT) Manager's Quality Assurance Program (AMQAP) and Quality Assurance (QA) Workbook required records and documentation
- NAVSEA Standard Items (SI) - <http://www.navsea.navy.mil/CNRMC/SERMC/SSRAC1/standard.aspx>.
- NAVSEA Technical Specification (TS) 9090-310 (Series), Alterations to Ships Accomplished by Alteration Installation Teams
- NAVSEA Technical Publication S0400-AD-URM-010/ Tag-Out User's Manual (TUM)
- NAVSEA S9AA0-AB-GOS-010/General Specifications for Overhaul (GSO) of Surface Ships
- NAVSEA SL720-AA-MAN-010 Volumes 1 & 2, Fleet Modernization Program (FMP) Management and Operations Manual

## C.4 REQUIREMENTS

### C.4.1 PROGRAM MANAGEMENT

The contractor shall provide program management support consisting of analysis, research, draft documentation, and comment for support for acquisition and in-service programs/initiatives. The contractor shall research, draft documents, and provide recommendations for the Government in their oversight responsibilities for engineering and technical issues. Contractor responsibilities for equipment include all components associated with equipment including, special tools, test, measurement, and diagnostic equipment (TMDE). The contractor shall prepare draft correspondence (memorandums, letters and naval messages), prepare presentations and briefings (slide presentations), prepare program and technical point papers, develop program management plans, and provide general records filing. The contractor shall develop an integrated master schedule risk management plan. The contractor shall provide a monthly status report. (CDRL A001/A002/A003/A004/A005/A006)

### C.4.2 ENGINEERING

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 11 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

The contractor shall provide engineering expertise to support basic and applied research and engineering for the design, development, integration, and testing of equipment and systems. The contractor shall provide this expertise to NSWCCD by participating in a wide variety of projects and programs that enhance the quality and performance and reduce the cost of CBRND equipment and systems.

#### **C.4.3 ACQUISITION ENGINEERING**

Acquisition engineering is in the area of a product/program development, not production of the approved item. It does not include production/procurement of the approved product. The contractor shall perform searches of the technical literature, and participate in development research scopes of work in planning and execution of engineering projects and may be expected to provide support documents. Some of the engineering functions associated with these programs include surveys of technology to seek new materials or methods, preparing drawing and test report reviews, conducting critical part identification, conducting logistics engineering change proposal screening and processing, performing source inspections acceptance maintained by the Government, participating in obsolescence management, and the standardization of tool development. (CDRL A004)

#### **C.4.4 SYSTEMS INTEGRATION**

The contractor shall identify and document data to ensure equipment and computer program compatibility; system/component interface; identify and provide recommended solutions to equipment interface problems; review and monitor system tolerances; participate with the Government in performing system tests to assess performance, safety, operability, reliability, and maintainability; and review Engineering Change Proposals (ECPs) for interface impacts in accordance with Government Furnished Information (GFI). The contractor shall coordinate and integrate all activities related to Human Systems Integration (manpower, personnel, training, human factors, and system safety, and health factors), identify design and performance issues, and develop and implement solutions. The contractor shall annotate all recommendations with rationale and justification for all assumptions used to arrive at any aforementioned recommendations. (CDRL A004)

#### **C.4.5 ENGINEERING CHANGE KITS**

The contractor shall identify the requirement for Government Furnished Material (GFM); develop, assemble, and deliver Engineering Change Kits in accordance with MIL-D-81992; and validate these engineering change kits by performing initial installations. Source material, special equipment, and tools will be provided to the contractor as GFI, GFE, and GFM. (CDRL A004)

#### **C.4.6 ENGINEERING TECHNICAL DATA SUPPORT**

The contractor shall develop engineering technical data packages, review technical data packages provided as GFI for technical accuracy, prepare subsequent changes for inclusion to the data package, make recommendations for changes with supporting rationale, and upon approval by the NSWCCD SME, incorporate these changes into the technical data package and evaluate these changes for their immediate or potential impact upon the data package. (CDRL A004)

#### **C.4.7 ENGINEERING DRAWING MAINTENANCE**

The contractor shall prepare or modify engineering drawings and associated lists to meet the requirements of MIL-DTL-31000B, ASME Y14.100, ASME Y14.5M-94, and DOD-STD-2101, as specified above (PWS Section C.3) for specified equipment. The contractor shall prepare or modify engineering change descriptions (Engineering Change Notices (ECNs), ECPs, and Notices of Revision (NORs)). The contractor shall review technical data changes, provided as GFI, for technical accuracy, completeness, suitability, and adequacy for inclusion into the Technical

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 12 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

Documentation. The contractor shall have the capability to alter drawing originals, sketches, or draft versions of the drawings provided as GFI using conventional drafting tools/equipment, Computer Aided Drafting (CAD) Systems or computer drafting/management systems such as Engineering Documentation Management Information and Control System (EDMICS). Furnished material shall include a format sample or blank copy of each drawing format suitable for reproduction. All EDMICS related changes shall be performed on site at NSWCDD using Government Equipment. All CAD related changes shall be made at the contractor facility using contractor's equipment. These changes shall be in such a format to be directly portable to the GFE EDMICS equipment by the contractor. Prior to delivering completed drawing packages, the contractor shall inspect each new or modified drawing to ensure compliance with ASME Y14.100. (CDRL A007/A008/A009)

#### **C.4.8 DATA PACKAGE PREPARATION**

The contractor shall prepare a data package to meet the requirements of the specifications and standards (specified in PWS Section C.3) utilizing Government furnished draft versions of existing drawings. The contractor shall review Government furnished design drawings and verify completeness, identify missing or incomplete data, and bring drawing standards into compliance with ASME Y14.100, ASME Y14.5M-94, and DOD-STD-2101, or other applicable specifications and standards cited in PWS Section C.3. The contractor shall recommend specifications; performance thresholds; suitable military specification components in the Navy supply system; and methods of testing, cleaning, inspection, and packaging to facilitate completion of the Level 3 or product level drawing technical data package to meet the specifications within PWS Section C.3 and provide the Government with their rationale for making such recommendations. Before acceptance by the Government, the technical data package shall meet the requirements of this PWS. (CDRL A004)

#### **C.4.9 ASSOCIATED DOCUMENTATION**

The contractor shall prepare, from GFI, technical documentation to support CBRND systems and programs. This documentation shall include systems and component specifications, technical manuals, user guides, application notes, installation drawings and checkout procedures, and technical bulletins. The contractor shall ascertain that the resulting documentation ensures accuracy and faithfulness to the source technical information. (CDRL A004)

#### **C.4.10 INSPECTION OF ENGINEERING DRAWINGS**

The contractor shall provide technical support for the review of engineering data packages describing configuration items. The contractor shall provide the requisite engineering (both design and production), logistics support analysis, and drafting expertise to review data packages to ensure compliance with DOD-D-1000 or other applicable standard, DOD-STD-2101, ASME Y14.100, and ASME Y14.5M-94. The contractor shall take into consideration the equipment life cycle cost, mission, and other data provided as GFI in conducting the review. The contractor shall identify and document any aspects of the data package not meeting Government requirements and shall document the rationale for all determinations made on the issues listed above.

#### **C.4.11 FIELD ENGINEERING**

The contractor shall perform field-engineering tasks related to maintaining and enhancing deployed equipment in accordance with the equipment's operational specifications or improved specifications.

#### **C.4.12 INSTALLATION OF EQUIPMENT**

The contractor shall perform ship, facilities, and aircraft checks in accordance with installation drawings and specifications in preparation for installation of equipment. The contractor shall

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 13 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

annotate facilities, ship and aircraft class drawings accordingly; however, these annotations will not constitute a change to the drawing content. The contractor shall perform the installation of equipment in accordance with the applicable installation drawings and procedures. The contractor shall conduct associated operational verification tests to assure operational integrity of the installed equipment. The contractor shall review equipment installation requirements and documentation and provide recommendations with justifications. The contractor shall receive, inventory and verify GFM such as spares, support equipment, technical data, fleet introductory material and modification kits for ship or aircraft outfitting. (CDRL A004)

#### **C.4.13 PRODUCT ENGINEERING**

The contractor shall participate in system tests, functional interoperability, and reliability. The contractor shall analyze Test systems, either off-line or embedded, for effectiveness and suitability. (CDRL A004)

#### **C.4.14 SYSTEMS ANALYSES**

The contractor shall perform systems analyses to identify alternative concepts and solutions for CBRND requirements. The contractor shall collect and analyze performance data to develop and verify engineering models of equipment and systems. The contractor shall conduct statistical analyses of experimental data to determine significance of measured effects and associated confidence levels. The contractor shall apply state of the art analytical techniques to theoretical and empirical data to develop, refine, and verify detection and identification algorithms for chemical and biological detection equipment and systems. (CDRL A004)

#### **C.4.15 TECHNICAL**

The contractor shall provide technical support for the in-service production, operation, training, test, and maintenance of the Consortium of individual equipment and systems. The contractor shall establish and maintain the system engineering and logistics capabilities for: 1) a technical data repository; 2) accurate configuration management files; 3) a readiness assessment program to include a Reliability, Maintainability, and Availability (RMA) database. The contractor shall assist in research and analysis for development of Navy Reliability Centered Maintenance (RCM) in accordance with OPNAVINST 4790.

#### **C.4.16 ROUTINE TECHNICAL ASSISTANCE**

The contractor shall respond to routine and emergent end user technical issues and questions. The contractor shall respond within 72 hours. The contractor shall disseminate information and prepare for issue message advisories concerning technical, materiel readiness, and logistics issues.

#### **C.4.17 INSTALLATION TECHNICAL DATA SUPPORT**

The contractor shall develop, review, update, track, and provide comments and recommendations for selected portions or complete technical data packages. The technical data packages shall include drawings, specifications, Technical Repair Standards (TRSs), Navy Maintenance Requirements, Maintenance Task Analysis, Installation Operation and Checkout procedures (IOCs), Engineering Change Proposals (ECPs), Ship Alteration Records (SARs), Level of Repair Analysis (LORA), Transportability Design Criteria, Repair/Discard decision criteria, and Ship Installation Drawings (SIDs). (CDRL A010)

#### **C.4.18 TECHNICAL DATA REPOSITORY**

The contractor shall maintain a repository of technical information on the Consortium of individual equipment and systems. Information on items to be maintained in the repository shall include Naval Ship Technical Manuals (NSTM's), manufacturer technical manuals, drawings, specifications, Technical Repair Standards (TRSs), Installation Operation and Checkout procedures (IOCs),

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 14 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

Engineering Change Proposals (ECPs), Ship Alteration Records (SARs), and Ship Installation Drawings (SIDs). (CDRL A004)

#### **C.4.19 SHELF-LIFE MONITORING & PRODUCTION LOT TESTING**

The contractor shall: 1) gather and communicate information from surveillance programs on shelf-life and disposal of CBRND, Anti-Terrorism Force Protection (AT/FP), and DC/FF equipment to end users; 2) participate in meetings and activities of the Joint Service IPE Technical Working Group and the NBC Shelf Life sub Integrated Product Team (IPT); 3) coordinate lot testing of Navy IPE for shelf-life extension with the Joint CBRN Equipment Assessment Program; 4) identify material defects and degradation trends; 5) investigate and establish cause of material defects/deficiencies; 6) provide recommendations for corrective actions; 7) conduct a thorough review of lot numbers for equipment that is currently fielded and in storage waiting to be fielded; 8) identify by lot number when equipment will need surveillance/shelf-life extension and ensure that the appropriate amount of these lot numbers are obtained and set-aside for testing; 9) identify any obsolescence issues.

#### **C.4.20 CONFIGURATION MANAGEMENT**

The contractor shall manage configuration via the configuration data management process residing within the NSWCDD in-service engineering activity. Version control is essential for software development, managing web sites, documentation, engineering drawings, and other documentation which must be archived and controlled.

#### **C.4.21 READY ASSESSMENT PROGRAM**

The contractor shall collect common data and standardized metrics into a relational database that will aid in the improvement of equipment Reliability, Maintainability, and Availability (RMA). The contractor shall analyze this data and make recommendations for the assignment of sustainment priorities, allocation of maintenance resources, and determination of fiscal budgets for overall lifecycle support of the CBRND, AT/FP and DC/FF equipment. (CDRL A004)

#### **C.4.22 LOGISTICS**

The contractor shall provide integrated logistics support expertise in support of life cycle management for the CBRND equipment. The contractor shall participate in logistic activities, meetings, and teleconferences ensuring that: 1) there is consistency across the Navy programs; 2) ILS documentation reflect appropriate support strategy; 3) acquisition guidelines and requirements are being met; 4) proper support data elements are factored into the Life Cycle Cost (LCC) estimates; 5) the program is executable and sustainable. In support of these logistics program goals the contractor shall develop, implement and maintain a Logistics Data Base Management System and develop/review independent logistics assessment documentation. (CDRL A004)

##### **C.4.22.1 PROGRAM STRATEGY**

The contractor shall review current and future Program Strategies and fielding plans to include the Integrated Logistics Support Plan (ILSP) and determine the impacts for the logistic elements as to how they impact supportability. The contractor shall recommend program redirection such as, changes in OPNAV fielding priorities, fielding numbers, fielding configurations, changes in employment concepts and changes in shelf-life rules.

##### **C.4.22.2 SUPPORT EQUIPMENT**

The contractor shall review the requirements to perform required maintenance and identify the need for support equipment, including tools, calibration equipment, performance monitoring, fault isolation equipment and material handling devices. The contractor shall make recommendations as appropriate.



CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 15 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

#### **C.4.22.3 SUPPLY SUPPORT**

The contractor shall analyze the requirements for spares and repair parts required to operate and maintain equipment to include consumable or expendable items. For hardware supply support, the contractor shall include the provisioning phase; development of the allowance of the Allowance Equipage List (AEL), which will drive replenishment of spares. For software supply support, the contractor shall include the provisioning for software and firmware and phased refresh of the media. (CDRL A004)

#### **C.4.22.4 MANPOWER AND PERSONNEL**

The contractor shall recommend the CBRND needs for military and civilian manning with the skills required to operate and maintain a system over its lifetime at peacetime and wartime rates. The contractor shall collect data that the contractor will synthesize into a model to provide an estimate for the CBRND manpower and personnel requirements.

#### **C.4.22.5 TRAINING**

The contractor shall analyze the processes, procedures, devices, and equipment requirements that are needed to train civilian, active duty, and reserve military personnel to operate and maintain the systems. This training shall be in conjunction with Readiness Assist Visits, new equipment installs, and personnel refresher training, this includes individual and crew classroom training at Government facilities, as well as formal on the job training. The contractor shall provide basic familiarization training for the CBRND equipment. The contractor shall assist in the development of Navy TRPPM, NTSP and training items including proficiency training, ILE and similar computer based/multimedia training products.

#### **C.4.22.6 PACKAGING, HANDLING, STORAGE AND TRANSPORTATION**

The contractor shall evaluate and recommend the best practices for protecting systems against packaging/handling/transportation and storage environments that are inherent in production, deployment, and sustainment of the systems, support equipment and components. The contractor shall adhere to all Department of Transportation (DOT) shipping regulations. All shipments containing radioactive material shall adhere to local shipping policies and permits.

#### **C.4.22.7 CONFIGURATION MANAGEMENT**

The contractor shall assist in maintaining Government configurations (form, fit, function, and interface), facilitate tracking of fielded units, provide necessary spares, meet contingency requirements, maintain technical data, and provide upgrades and improvements that enhance the equipment availability and lower life cycle cost for CBRND.

#### **C.4.22.8 LOGISTICS TECHNICAL DATA**

The contractor shall maintain and update the logistics technical data that includes technical manuals, engineering drawings, technical repair standards and other related technical documentation that is required for operating, testing, and repairing and maintaining systems, subsystems, and components. (CDRL A010)

#### **C.4.22.9 FACILITIES**

The contractor shall analyze and make recommendations as to the type and amount of facilities required to support in-service, new, or modified equipment/systems for CBRND.

#### **C.4.22.10 COMPUTER LIFE CYCLE SUPPORT**

The contractor shall analyze and make recommendations as to the CBRND requirements for mission

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 16 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

critical and non-mission critical computer support resources. System design and supportability trade-offs shall consider software and firmware impact on each logistics element.

#### **C.4.22.11 INDUSTRIAL BASE ASSESSMENTS**

The contractor shall analyze the CBRND industrial base and develop and recommend comprehensive strategies that advocate all elements of Industrial Preparedness that are responsive to warfighter priorities.

#### **C.4.23 BUDGET FORMULATION**

The contractor shall research information while assisting the Government in the development of comprehensive multi-year (POM and PR) budget submissions.

#### **C.4.24 CENTRALIZED ASSETS MANAGEMENT**

The contractor shall provide centralized life cycle management, inspection, assessment, maintenance, repair, and issue of a centralized, rotatable pool of inventory, in support of the Navy's CB Detection, VBSS, CBR Medicinal, and Decontamination equipment at Government-owned locations at NAS Norfolk and NS San Diego. Life cycle management of associated material should include the use of a sponsor designated web-based bar-coding and shelf life tracking tool that can monitor material readiness of the Fleet and provide automatic roll-up to the CBRND Annual Report to Congress (ARC). The contractor shall build equipment allotments based upon the CBRD Readiness Assist Visit (PWS Section C.11) ship inventory requirements and assist the Government in the fielding of material to deploying ships (local delivery and shipping to CONUS and OCONUS sites). The contractor shall also assist in the recoup of material from returning deployers. This life cycle management may extend to CBRD assets for land-based sites as well.

#### **C.4.25 INSTALLATIONS SUPPORT**

The contractor shall provide Alteration Installation Team (AIT) support expertise in support of CBRND, AT/FP and DC/FF equipment and system alterations.

##### **C.4.25.1 ALTERATION INSTALLATION TEAM**

The contractor shall support the installation, removal or modification of installed equipment on board individual units. Additionally, the contractor shall supply welding, scaffolding, and gas free engineering support or assistance to the Government teams performing alterations as shipyard/locations policies direct. The tasking includes staging/overnight storage of material and equipment at the installation site, preparing equipment, hardware and material for installation, removing existing equipment and materials, running cables throughout the ship, installing connectors on electrical and fiber optic cables, mounting hardware and equipment, repair decking of ship spaces and exterior surfaces, preparing equipment and material for shipment and performing IOC procedures before departure. After each installation, a meeting will be held within 30 days to assess lessons learned, process, improvements, or other outstanding issues. The contractor shall have at least one member of the installation team participate. (CDRL A004)

##### **C.4.25.2 INSTALLING ACTIVITY FURNISHED ITEMS**

The contractor shall procure the Installing Activity Furnished (IAF) items as listed in the Government Furnished Information (GFI) technical data packages.

##### **C.4.25.3 CERTIFICATIONS OF PERSONNEL**

The contractor shall have procedures in place to assure that all personnel performing shipboard work maintain the required certifications for the work to be performed.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 17 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

#### **C.4.25.4 PROGRAM MANAGEMENT SUPPORT**

The contractor shall attend in-process reviews. Meetings may be held via telecom, at a Government facility, or at the contractor's facility. The contractor shall document the proceedings and complete action items within the scope of this PWS. The contractor shall submit meeting minutes and technical reports. (CDRL A003)

#### **C.4.26 READINESS ASSIST VISITS (RAV)**

The contractor shall assist the Government in performing materiel readiness evaluations within 90 days of a scheduled ship or unit deployment. This effort shall also be available to provide the same readiness for surging units. These readiness evaluations shall (in accordance with RAV Policy) include CBR Detection (including medical PCR), Collective Protection, CBRND personal protection equipment, Decontamination, Vessel Boarding Search and seizure (VBSS), and Chemical and Bio-Consumables and CBRN Medicinal. (CDRL A004)

#### **C.4.27 INFORMATION TECHNOLOGY**

The contractor shall support a Navy wide inventory management system for the CBRND equipment. (CDRL A004)

#### **C.4.28 RADIOLOGICAL CONTROLS (RADCON) ASSESSMENTS**

The contractor shall assist in performing radiation surveys and support maintenance decontamination operations for U.S. Navy ships, system, and components that were exposed to fallout from the Fukushima Dai-Ichi nuclear power plant accident in Japan and other similar events and provide Contamination Technician (CT) training to ship personnel annually. CONUS and/or OCONUS travel may be required.

### **C.5 OTHER DIRECT COSTS (ODCs)**

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

The contractor may be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Joint Travel Regulations (JTR) and shall be pre-approved by the COR. All overnight travel under this order must be authorized by the COR, in writing or by electronic media, and must show, the number of people traveling, the number of days for the trip, and the reason for the trip. The contractor shall prepare Trip Reports (CDRL A003). The following travel destinations are anticipated for the performance of this task order: San Diego CA; Patuxent River MD; Norfolk VA; Sasebo Japan; New London CT; Earle NJ; Leonard Wood MO; Washington DC; Fallon NV; Key West FL; Kings Bay GA; NAS GUAM; Pearl Harbor HI; Bedford MA; Everett WA; Bangor ME; Pearl Harbor HI; Bremerton WA; Sigonella IT; Chinhae Korea.

#### **C.5.2 TRAINING**

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

#### **C.5.3 MATERIALS/RENTALS**

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 18 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

During the performance of this task order it may be necessary for the contractor to procure materials to respond to the mission requirements listed in the Performance Work Statement. This task order is issued under a services contract and the procurement of materials of any kind that are not directly related to and necessary for performance may be determined to be unallowable costs pursuant to FAR Part 31. The term "material" includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including hardware, services, and software. Any material provided by the contractor is subject to the requirements of the FAR, DFARS, and the applicable Department of Navy regulations and instructions. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

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

ODCs are required for the materials related to shipboard and facility installation of CBRD systems. These materials must be procured by the prime as they have responsibility for cost, performance and schedule on these installations. Much of the materials are raw products (e.g. steel, wire) that are fabricated into the foundations and pieces required in the installation of the CBD systems into designated ships/facilities.

**Materials/Rentals Allowed as Direct Charge:**

(a) Material required for installation of CBRND support equipment aboard ships and facilities.

Material/Rentals may include: fabrications-mounts for collective protection, decontamination stations, detector and control systems, installation cabling (fiber/copper) paint and painting tools, paint samples and lab analysis, abatement services (labor and materials), hazmat disposal services, rental of scaffolding, generators, and compressors, extension cords, hoses, unique tools, lagging, decking, welding, electrical, and fiber bio hood certifications, shipping, weld inspections/ NDT services, marine chemist support, consumables (e.g. welding rod, cutting wheels, fire cloth, flapper disks, and drill bits), connectors cable tags/ wire markers, truck rentals, forklift rentals, crane and operator rentals, barge rentals, certification services, additional services in support welding, fiber optics and materials movement.

(b) Materials required supporting sustainment and refurbishment, preventive maintenance, repair and upgrade related to continuation in service of CBRND equipment.

(c) Materials related to sustainment of naval ship and facilities CBRND sustainment. These materials to include consumables (e.g. desiccants', assays, reagents,) and storage support to allow efficient management of sustainment items particularly in the area of shelf life consumables. Tasks include packaging of sustainment supplies for ships/facilities.

(d) Materials in support of S&T efforts to include certifications (e.g. bio hoods), materials related to biosafety laboratory operational status, replacement equipment and, consumables, test items and supplies of immediate need.

(e) Shipping charges.

**C.5.3.1 PROCEDURE FOR OBTAINING COR AND CONTRACTING OFFICER APPROVAL FOR MATERIALS**

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

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 19 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

(a) Submit a written request for purchase of materials to the COR through e-mail. The COR shall review the request. If it requires Contracting Officer approval, the COR shall submit the request via the Contract Specialist to the Contracting Officer for review and approval.

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

- 1) Complete description of the material to be purchased
- 2) Quantity
- 3) Unit and Total Cost
- 4) Delivery/Freight charges
- 5) Any associated service charges such as assembly, configuration, packing, etc.
- 6) An explanation of the need for the material
- 7) List the competitive quotes received from potential suppliers
- 8) The basis for the selection of the selected supplier
- 9) Explanation of the determination of price reasonableness regarding the selected supplier costs
- 10) If the procurement is sole sourced to a particular supplier or manufacturer, include the rationale for limiting the procurement to that supplier or manufacturer.

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

#### **C.5.4 COSTS EXPRESSLY NOT ALLOWED FOR DIRECT CHARGE**

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

#### **C.5.5 INFORMATION TECHNOLOGY (IT) RESOURCES**

IT Resources shall not be purchased by the contractor unless DoD and Navy purchasing procedures have been satisfied and ITPR approvals obtained by the Government. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services. Requests from the contractor for IT resources must be provided to the COR/CS/Contracting Officer for approval prior to purchase.

#### **C.6 SECURITY**

C.6.1 All personnel performing under this task order shall possess at least a SECRET Security Clearance. Interim clearances are acceptable with the exception of areas exposed to NATO classified material. NATO is required for access to equipment documentation in support of ship installations and to access the DTIC system to obtain documents on equipment. For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4. Receipt and generation of classified material is required in order to hold documentation related to performance specifications of equipment and to generate drawings for the integration of equipment within ship systems. In performing under this contract, the contractor shall have access to U.S. classified information outside the U.S., Puerto Rico, U.S. Possessions, and Trust Territories in Japan. Access to the Defense Technical Information Center (DTIC) is required to research design of new systems and new equipment. Access to the Defense Courier System is required for transport of

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 20 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

classified material. Access to classified spaces and generation of classified material shall be in accordance with DD Form 254. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this task order. The contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances.

C.6.2 Facility Clearance: The Contractor shall possess and maintain a SECRET facility clearance as verified within the Industrial Security Facility Database.

C.6.3 Physical Security: The Contractor shall be responsible for safeguarding all Government information or property provided for Contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be secured as specified by the NISPOM and the NSWCCD Command Security Manual. SECRET storage is required at the contractor's facility in order to meet requirements of receiving and generating classified material in accordance with this contract.

C.6.4 Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc). The contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCCD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the contractor's performance rating. In the event that a contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the contractor.

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

C.6.5 Portable Electronic Devices (PEDs)

C.6.5.1 Non-Government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCCD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCCD instruction defines PEDS as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDS include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPad, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

C.6.5.2 PEDs belonging to an external organization shall not be connected to NSWCCD networks or infrastructure without prior approval from the NSWCCD Information Assurance and Compliance Branch, CXA10 . This approval will be granted using the TARIS form and action tracker process.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 21 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

C.6.5.3 personally owned hardware or software shall not be connected or introduced to any NSWCCD hardware, network or information system infrastructure.

#### C.6.6 Visits by Foreign Nationals and Foreign Representatives

C.6.6.1 Contract performance may require that the contractor host, at an off-base location, foreign nationals and/or foreign representatives. A foreign national is a person who is a citizen of a foreign nation, and who is not a citizen of the United States. A foreign representative is a person who represents a foreign interest in dealings with the U.S. Government, either directly or through dealings with a U.S. Government contractor. A foreign representative may be a United States citizen.

C.6.6.1.1 A contractor-hosted visit of a foreign national or foreign representative may be either an "official" visit or an "unofficial" visit. An official visit is a visit where the foreign national or foreign representative is representing a foreign government in an official capacity. An unofficial visit is a visit where the foreign national or foreign representative is not representing a foreign government.

C.6.6.1.2 A visit by a foreign national or a foreign representative may be either "DoD Sponsored" or "Non-DoD Sponsored". A DoD Sponsored visit is a visit that is coordinated by a DoD entity. A Non-DoD Sponsored visit is a visit that does not involve DoD coordination (A visit by either a foreign national or a foreign representative pursuant to performance by the contractor under this contract is not considered to be, by itself, a sponsored visit).

C.6.6.2 The contractor hosting a visit by either a foreign national or a foreign representative is responsible for adherence to Department of Defense and Department of the Navy directives, instructions, regulations, and manuals that govern foreign disclosure. "Foreign Disclosure" is defined as the disclosure of Classified Military Information (CMI) and Controlled Unclassified Information (CUI) to foreign nationals and/or foreign representatives. Disclosure of such information may be accomplished orally, visually, in writing, or by any other medium.

C.6.6.2.1 Classified Military Information (CMI). This is information that is originated by or for the Department of Defense, or a Military Department, or an entity under its jurisdiction and control, and which requires protection in the interest of national security. Such information is designated as SECRET, or CONFIDENTIAL.

C.6.6.2.2 Controlled Unclassified Information (CUI). This is information that although unclassified is subject to access or distribution limitations in accordance with statute or regulation. Included is information exempt from mandatory release to the public under the Freedom of Information Act, or information that is subject to export control.

C.6.6.3 Naval Surface Warfare Center Dahlgren Division (NSWCDD) Foreign National Visitor and Foreign Disclosure Application process. The NSWCDD has established a foreign national visitor approval and foreign disclosure process. Whenever, pursuant to the terms of this contract, a visit to a contractor facility or contractor workspace by a foreign national or foreign representative is anticipated, and one or more NSWCDD employees will be in attendance at this visit/meeting for the purpose of potential discussions, above the public release level, resulting in disclosure of either CMI or CUI, a completed "NSWCDD Foreign National Visitor and Foreign Disclosure Application" e-form must be supplied to the Contractor's Facility Security Officer (FSO). The accountable NSWCDD personnel attending the meeting must ensure that the NSWCDD disclosure process has been complied with and an approved copy of the "NSWCDD Foreign National Visitor and Foreign Disclosure Application" generated e-form has been provided to the COR and the Contractor's FSO. The Contractor's FSO should ensure that approved copies of the e-form are maintained at their facility as a record of compliance with requirements set forth in the National Industrial Security Program Operating Manual (NISPO) as well as the requirements set forth above.

### C.7 ON-SITE ENVIRONMENTAL AWARENESS

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 22 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

C.7.1 The contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.7.2 The contractor shall ensure that each contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCCD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCCD training coordinator or their COR.

C.7.3 The contractor shall ensure that each contractor employee not required to complete the training described in part (b) above (i.e., those who do not have and will not be issued a CAC) reads the NSWCCD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCCD website, [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office).

C.7.4 Within 30 days of commencing contract performance, the contractor shall certify by e-mail to their COR that the requirements captured by (b) and (c) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—(b) or (c) above--each employee has satisfied.

C.7.5 Contractor copies of the records generated by the actions described in (b) and (c) above will be maintained and disposed of by the contractor in accordance with SECNAVINST 5210.8D.

## **C.8 ON-SITE SAFETY REQUIREMENTS**

C.8.1 The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

C.8.2 The contractor shall ensure that each contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at NSWCCD. This document is available at: [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

C.8.3 The contractor shall provide each contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

C.8.4 The contractor shall provide each contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

C.8.5 Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision)[provided upon request]. Prior to bringing radioactive materials or machine sources on base, the contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

C.8.6 The contractor shall ensure that all hazardous materials (hazmat) procured for NSWCCD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCCD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the Government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/).

C.8.7 Upon request the contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a contractor's injury/illness rates are above the Bureau of Labor & Statistics



CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 23 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

C.8.8 Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

C.8.9 The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCCD to the Safety Office.

C.8.10 The contractor shall ensure that all on-site contractor work at NSWCCD is in accordance with the NSWCCDINST 5100.1D Occupational Safety and Health Instruction, available at: [https://wwwdd.nmci.navy.mil/program/Safety\\_and\\_Environmental\\_Office/Safety/Safety.html](https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html)

### C.9 MANDATORY REQUIREMENTS

Mandatory Requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

- a) Requirement 1 - Personnel Security Clearances. All technical personnel\* providing direct technical support shall have SECRET clearances. Interim clearances are acceptable.
- b) Requirement 2 - Facility Security Clearance. The prime contractor's facility must be cleared to the SECRET level with at least SECRET storage capability.
- c) Requirement 3 – The prime contractor must have a Quality Management System (QMS) approved by NAVSEA 04XQ.

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

### C.10 HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA)(SEP 1992)

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

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

CDRL No.	Title	Data Item Description
A001	Contracting Officer's Management Report	DI-MGMT-81864
A002	Program Progress Report/IPR	DI-MGMT-80555A
A003	Conference Report/Trip Report	DI-ADMN-81308A
A004	Technical Report - Study/Services	DI-MISC-80508B
A005	Integrated Program Management Report/POA&M	DI-MGMT-81861
A006	Contractor's Risk Management Plan	DI-MGMT-81808
A007	Revisions to Existing Government Documents	DI-ADMN-80925

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 24 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

A008	Engineering Change Proposal (ECP)	DI-CMAN-80639C
A009	Notice of Revision (NCR)	DI-CMAN-80642C
A010	Product Drawings/Models and Associated Lists	DI-SESS-81000E

### **C.11 CONTRACTING OFFICER REPRESENTATIVE's (COR) MANAGEMENT REPORT (CDRL A001)**

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

### **C.12 IN-PROGRESS REVIEW (IPR)**

The Contractor shall conduct both formal and informal IPRs of work being performed. IPRs may be conducted at the overall Task Order level or for specific work areas. Reviews will be scheduled by the Contractor. At the time the review is scheduled, the Government will communicate the specific purpose of the review and advise the Contractor as to the desired content of the presentation. IPRs will be held approximately every 6 months unless waived by the Government. Minutes and action items shall be produced and distributed by the contractor. (CDRL A002)

### **C.13 PLAN OF ACTION AND MILESTONES (POA&M)**

C.13.1 The contractor shall develop a Plan Of Action and Milestones (POA&M) (CDRL A005) and Staffing Plan Document for each work area and shall submit the POA&Ms for review within thirty (30) calendar days after Contract Award, Exercise of Option and/or modifications to the contract which affect the Level of Effort or Dollar Ceilings.

C.13.2 The contractor shall prepare an Element POA&M/Staffing Plan Document, for each element/work area, for delivery.

C.13.3 The following information shall appear, at a minimum, on each Element level POA&M/Staffing Plan:

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

C.13.4 Estimated Level of Effort (LOE) Requirement. This section shall include the LOE estimated to perform the work. Schedules/Plans for obtaining additional individuals shall be included, if applicable.

C.13.5 Total Element Cost. Estimated cost shall include all cost (management, support, travel, labor, relocations, all fees, etc.) for that element.

C.13.6 Each POA&M shall be signed by the contractor (to include signature by Contractor's Element-Level Manager) and shall have a signature block for sign off and approval by the Government.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 25 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

C.13.7 Each POA&M shall be reviewed and signed by the Contracting Officer.

#### C.14 GOVERNMENT FURNISHED INFORMATION

The Government will provide all applicable technical documentation and information to the contractor as Government Furnished Information (GFI). This GFI will be provided as required or at the request of the contractor.

#### C.15 GOVERNMENT FURNISHED SPACE

(a) The Government will furnish Government office space to contractor employees as listed below:

Position	FTEs	Location
Senior Logistician	1	NSWCDD Bldg 1480
CBR Technician	5	NS Norfolk (3)/NS San Diego (2)
Senior Biologist	2	NSWCDD Bldg 1480
Biologist	2	NSWCDD Bldg 1480
Senior Chemist/Biochemist	1	NSWCDD Bldg 1480
Chemist	2	NSWCDD Bldg 1480
Software Engineer	1	NSWCDD Bldg 1480
Senior Technician	2	NSWCDD Bldg 1480
Technician	1	Pentagon
Senior System Engineering Analyst	1	NSWCDD Bldg 1480
Lab Technician	2	NSWCDD Bldg 1480
System/Program Analyst	1	NSWCDD Bldg 1480
Project Manager	2	NSWCDD Bldg 1480(1)/NS Norfolk 132(1)

(b) Contractor employees will have access to Government office resources such as office furnishings, NMCI Personal Computers, printer, photocopiers, fax machines, telephones, and other office equipment. These resources are currently available within the Government and will be provided only when required for the performance of the duties in the Performance Work Statement.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 26 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

## **C.16 LABOR TRIPWIRE JUSTIFICATIONS**

(a) The contractor shall advise the COR and the Contract Specialist, by e-mail, if the pending addition of any individual (Key or non-Key) will be at a fully loaded (through target fee) labor rate that exceeds the labor tripwire amount in a contract labor category with no previous tripwire approval. If the contract labor category has not been approved, the contractor may not proceed with the addition until he is advised by the Contract Specialist that the request has been approved.

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

(c) Currently, the labor tripwire is \$156 per hour, regardless of the number of labor hours the proposed individual will work. The contractor will be advised of any changes to this tripwire level that occur during performance.

## **C.17 NON-DISCLOSURE AGREEMENTS**

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

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

## **C.18 DIGITAL DELIVERY OF DATA**

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

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

(c) Digital delivery means (such as Internet tools, websites, shared networks, and the like)

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 27 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

#### **C.21 TERMINATION OF EMPLOYEES WITH U.S. GOVERNMENT**

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

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

#### **C.22 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS**

(a) The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. The Government will not direct the hiring, dismissal or reassignment of contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 28 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately in accordance with the clause 52.243-7.

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

### **C.23 SUBCONTRACTORS/CONSULTANTS**

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

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

(c) Statements addressing:

- (1) The impact on the contractor's ability to provide service at the contracted price,
- (2) The impact on compliance with FAR 52.219-14, Limitations on Subcontracting.(also show calculations)
- (3) Sole source justification (if applicable)
- (4) A copy of the proposed subcontractor's cost or price proposal.
- (5) Documentation establishing that the negotiated price is fair and reasonable.
- (6) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract if lower than the prime contractor's rate caps.
- (7) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be directly obtained by the prime contractor.

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

### **C.24 CONTROL OF CONTRACTOR PERSONNEL**

The contractor shall comply with the requirements of NAVSEA and NSWCCD instructions regarding

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 29 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

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

### **C.25 CONTRACTOR IDENTIFICATION**

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

(b) All contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from another contractor personnel are present.

### **C.26 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum,

(1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and

(2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to:

(1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted;

(2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer;

(3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement;

(4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and

(5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 30 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

**C.27 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

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

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

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

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

**C.28 HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)**

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

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

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



CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 31 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

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

### **C.29 HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 32 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

### **C.30 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 33 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

contract, the offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The contractor shall provide notice within 14 days of receipt of any information that may indicate a potential OCI and how they shall mitigate this.

### **C.31 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

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

### **C.32 DdI-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE**

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

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

### **C.33 DdI-C40 USE OF INFORMATION SYSTEM (IS) RESOURCES**

#### **Contractor Provision of IS Resources**

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

#### **Contractor Use of NSWCCD IS Resources**

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

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

#### **Connections Between NSWCCD and Contractor Facilities**

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the contractor and ISs owned or operated by NSWCCD, such interconnection shall take place only

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 34 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

after approval from the NSWCDD Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

### **C.34 SHIPBOARD PROTOCOL**

This tasking may involve platform engineering and fleet support onboard ship. As such, the Contractor is responsible that shipboard protocol is strictly followed. Visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship; the contractor is responsible for obtaining and maintaining specialized training (i.e. nuclear awareness, safety, quality control, etc.) and certification (i.e. SUBSAFE certificates etc.); personnel performing on board US Navy Ships must have at least a Secret Security Clearance; if not led by a government representative the contractor is responsible for briefing the ship/command upon arrival as to the purpose of the visit and expected duration; and the contractor is responsible for debriefing the ship/command upon departure as to the success of the tasking and the operational condition of affected equipment.

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

#### **SAFETY**

-Safety Requirements. The Contractor shall comply with all applicable DOD, DON, NAVSEA, NSWCDD, OSHA and private shipyard facility safety instructions, policies, procedures and guidance while on Government or private shipyard property. The Contractor shall request any needed clarification of safety procedures and guidance from the COR. The Contractor shall immediately report any unsafe working conditions to the on-site Government manager.

-Safety PPE. The Contractor will provide all employees with the required safety equipment. The contractor shall ensure that all safety and personal protection equipment (PPE), such as hard hats, safety shoes, safety glasses, hearing protection, flashlights, and any other task-specific PPE are available to employees and used or worn as required.

-Alarms/Drills. Contract personnel shall adhere to all alarm or drill procedures and document alarms or drills in the trip report.

-Physical Requirements. Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship both pier-side and underway. Contractors must be able to stand; walk; climb stairs; balance; stoop; kneel; crouch or crawl around and lift a maximum of 50 lbs. (single person).

-Medical Screening. If the contractor is embarking aboard any U.S. Navy vessel for a period longer than 24 hours, the Contractor shall comply with COMUSFLTFORCOM/COMPACFLT INSTRUCTION 6320.3A regarding the medical and dental screening.

#### **HAZMAT**

-HAZMAT Handling. The Contractor shall provide, and comply with all applicable Federal, State and local laws and DOD, DON, NAVSEA, and NSWCDD instructions, policies, procedures and guidance pertaining to, the purchase, handling, storage, transfer, use and disposal of hazardous materials (HAZMAT). The Contractor shall contact NSWCDD Technical Point of Contact or the HAZMAT Coordinator in advance of commencing such work to ensure compliance with the latest procedures, including those for handling potential spills. The Contractor shall contact the appropriate local HAZMAT Coordinator who will monitor Contractor storage, transfer, handling, use

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 35 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

and disposal of HAZMAT on Government property prior to conducting such work. The Contractor shall request any needed clarification that arises in regards to HAZMAT procedures and guidance from the Local Government HAZMAT Coordinator.

-HAZMAT Disposal. The Contractor shall provide HAZMAT disposal of unused or expired materials, which shall be in accordance with all applicable federal, state and local laws.

-HAZMAT Impacts. The Contractor shall notify the COR of any requirements under this Statement of Work, that may be determined or discovered to impact the protection of endangered plant or animal species or environmentally-sensitive areas, prior to commencing such work.

#### TRAINING/CERTIFICATIONS/LICENSES

-Certifications and Licenses. Contractor personnel will have the appropriate training and valid certifications or licenses as required based on the work to be accomplished.

-Training. Repair and maintenance employees working aboard vessels, dry docks and piers shall have a valid 10-hour OSHA Maritime Shipyard Employment Course #7615 or NAVSEA-approved equivalent completion card within 60 days of employment.

-Private Shipyards. Private Shipyards may require other documentation and additional training in advance of proceeding to the yard. There may be fees associated with the training for contractors.

#### SECURITY

-Personnel Security. Contractor employees shall be a U.S. Citizen. There will be times when contractor employees will be assigned tasking in areas where there will be "Sensitive information or equipment". These employees shall possess and maintain at least a SECRET security clearance or the level appropriate to work in these areas on this Contract.

-Security Information. The Contractor shall furnish a list of personnel and their security clearances on file to the COR no later than 20 calendar days prior to commencement of shipboard work.

-Security Requirements. The Contractor shall comply with all DOD, DON, NAVSEA, NSWCCD security instructions, policies, procedures and guidance as they apply to the contractor both on and off Government property. This shall include proper check-in and check-out procedures of all contractor personnel occupying Government facilities.

-Security Access and Control. The Contractor is responsible for ensuring the return of any Common Access Cards (CACs) issued to their employees upon employee separation and/or upon termination of this contract.

-Private Shipyards. Private Shipyards may require additional security documentation in advance of proceeding to the yard. There may be fees associated with the badging for contractors.

#### **C.35 HQ-C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)**

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

#### **C.36 HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA)(DEC 2005)**

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 36 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

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

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

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

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

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

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

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

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

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

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

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

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 37 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

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

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

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

### **C.37 POST AWARD MEETINGS**

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

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

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

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

### **C.38 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

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

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

### **C.39 CERTIFICATIONS**

The contractor shall have one or more individuals with the following certifications:

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 38 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

- NBPI or NACE Level I or higher inspector certifications
- Authorized OSHA 10 HR Maritime #7615 Trainer
- Level II Visual Weld Inspector
- Passive Countermeasures System (PCMS) Installer/Inspector
- Connector Inspector Qualifications

These certifications can be associated with any labor category. Work will be performed on Navy, United States Coast Guard (USCG), Military Sealift Command (MSC) and commercial ships.



CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 39 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

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

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practices. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

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

---

(Name of Individual Sponsor)

---

(Name of Requiring Activity)

---

(City and State)

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

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 40 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE**

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

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

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

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

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

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

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

<http://cpars.navy.mil>

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

#### **E.3.1 PURPOSE**

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

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

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

#### **E.3.2 AUTHORITY**

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

#### **E.3.3 SCOPE**

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 41 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

E.3.3.3 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor’s own quality control plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Order regardless of whether the work is performed by contractor employees or by subcontractors. The contractor’s QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the contractor’s QCP.

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

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

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 42 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

E.3.3.5 A preliminary CPARS evaluation/rating will be performed. The purpose of this review is to determine whether the Contractor is performing at least at a Satisfactory level for each area to be assessed using Table 1. This methodology will be utilized as an important factor in determining whether or not to exercise Option 1 and 2 under the Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

E.3.3.6 Options Periods 3 and 4 are Award Term Periods (See Table 2). In order for an Award Term option to be exercised, the contractor must have achieved at least a Very Good for four out of the seven elements and not less than Satisfactory for the remaining three major elements. One of the four major elements that the contractor must achieve a Very Good in shall be "Task Performance" at least a Satisfactory in the remaining three elements.

#### **E.3.4 ROLES AND RESPONSIBILITIES**

##### **E.3.4.1 Contracting Officer**

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

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

##### **E.3.4.2 Contract Specialist**

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

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

##### **E.3.4.3 Contracting Officer's Representative (COR)**

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

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

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

##### **E.3.4.4 Subject Matter Expert (SME)**

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

E.3.4.4.2 The SME provides input to the COR as to the quality of technical performance for their

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 43 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

respective area(s) of expertise.

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

### **E.3.5 SCHEDULE**

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

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

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

### **E.3.6 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS**

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

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

E.3.6.3 If the Contractor fails to meet the required performance level based on the preliminary review, the Government may not exercise the next Option period under the Order. "meeting the required performance level" means that the contractor must receive at least a Satisfactory rating (see table 1) for each of the seven (7) major element that are evaluated (Task Performance, Staffing, Customer Satisfaction, Management Performance and Problem Resolution, Cost Efficiency, Subcontracting, and Other Direct Cost) for the performance period being evaluated (See Table 3).

E.3.6.4 Options Periods 3 and 4 are Award Term Periods (See Table 2). In order for an Award Term option to be exercised, the contractor must have achieved at least a Very Good rating for 4 out of 7 major elements.

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

### **E.3.7 METHODOLOGIES TO MONITOR PERFORMANCE**

#### **E.3.7.1 Surveillance Techniques**

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

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

(d) Customer Feedback

E.3.7.2 Customer Feedback

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

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

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

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

**E.3.8 QUALITY ASSURANCE DOCUMENTATION**

E.3.8.1 The Performance Management Feedback Loop

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

E.3.8.2 Monitoring System

The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using the methodology described herein. Interim evaluations will be done IAW paragraph E.3.5.0 as input to Option Exercise determinations. Formal CPARS evaluations shall be conducted on an annual basis.

Table 1 – Overall Performance Ratings

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

Table 2 – QASP Objectives

--

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

Table 3 – Task Performance Evaluation Criteria and Standards

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
I. Task Performance					
Timeliness	Contractor frequently misses deadlines, or is slow or	Contractor occasionally misses deadlines,	Contractor routinely meets deadlines, schedules,	Contractor routinely meets deadlines and schedules and	Contractor routinely delivers ahead of deadlines, schedules, and responds

	non-responsive to respond to Government requests.	schedules or is slow or occasionally non-responsive to respond to Government requests.	quickly responds to Government requests.	occasionally delivers early and responds immediately to Government requests.	immediately to Government requests.
Quality	Deliverables are typically not well researched and contain many technical inaccuracies. Rework is frequently required.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally required	Data Deliverables received are well researched, complete and technically accurate. No more than one (2) revisions are typically needed to accept the item. Other deliverable meet all Contract requirements.	Data Deliverables received are well researched, complete and technically accurate. Other deliverables meet all Contract requirements.	Data Deliverables received are always well researched, complete and technically accurate. They frequently exceed technical expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
II. Staffing	Contractor provides marginally qualified or unqualified personnel.  Lapses in coverage occur regularly.	Contractor provides marginally qualified personnel.  Lapses in coverable occur more than occasionally.	Contractor provides qualified personnel.  Lapses in coverage occur occasionally and are successfully managed by the contractor with to minimize impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications.	Contractor provides a mix of qualified and highly qualified personnel.  Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications	Contractor provides highly qualified personnel.  Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality.  New/and or substitute resumes submitted IAW contract reqmts.  Personnel work products fully consistent with resume qualifications.



III. Customer Satisfaction	Fails to meet customer expectations	Contractor occasionally fails to meet customer expectations.	Meets customer expectations.	Routinely meets or occasionally exceeds customer expectations.	Exceeds customer expectations.
IV. Management Performance & Problem Resolution					
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the contractor takes corrective action without Government involvement.
Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.
Communication	Contractor fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner and it frequently proactive in managing communication.	Contractor takes proactive approach such that communications are almost always clear, effective and timely.
V. Cost Efficiency					
Cost Mgmt & Reporting	Contractor regularly experiences cost overruns.  Cost reports are late and contain errors.  Invoicing is not accurate or	Contractor may experience occasional cost overruns.  Cost reports are occasionally	Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used	Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences	Contractor often completes the effort at lower than estimated costs. Funds and resources used in a most cost-effective manner.

	submitted in a timely manner. Supporting detail is missing or incomplete.	late and/or contain errors. Invoices are occasionally late or contain errors. Supporting detail contains occasional errors	in cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely (no more than 3 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.	occasional cost under runs. Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely (no more than 3 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.	Cost reports are timely, accurate, complete and clearly written. Invoices are timely (no more than 2 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.
VI. Subcontracting	Subcontractor invoices are rarely paid in a timely manner.	Subcontractor invoices are not paid in a timely manner. SB subcontractor invoices are not expedited.	Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.	Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.	Subcontractor invoices are paid in a timely manner. SB subcontractor invoices are expedited.
VII. Other Direct Cost (ODC)	ODCs are not accurately or timely reported or invoiced. Errors are not quickly corrected.  Does not comply with contract requirements for ODC authorizations.  Burdened unit costs higher than proposed.	ODCs are occasionally not reported or invoiced in timely manner. Errors not consistently corrected in a timely manner.  Occasionally does not comply with authorization requirements in contract. Burdened unit costs are rarely higher than proposed.	ODCs are accurately and timely reported and invoiced. Any errors noted are quickly corrected.  Contractor complies with contract requirements for ODC authorization 100% of time.  Burdened unit costs are no higher than proposed.	ODCs are accurately and timely reported and invoiced. Errors are rare and quickly corrected.  Contractor complies with contract requirements for ODC authorization 100% of time.  Burdened unit costs are occasionally lower than proposed.	ODCs are accurately and timely reported and invoiced.  Contractor complies with contract requirements for ODC authorization 100% of time.  Burdened unit costs are often lower than proposed.

**E.3.9 AWARD TERM PLAN**

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 49 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

## 1. INTRODUCTION

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

## 2. ORGANIZATION

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

## 3. RESPONSIBILITIES

The responsibilities of the award-term organization are as specified in paragraph E.3.4 of the QASP.

## 4. AWARD-TERM PROCESSES

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

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

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

d. End-of-Period Evaluations. The "end of period" evaluation to determine whether the first award term (CLIN 7300) will be awarded shall occur in Option 2 in accordance with the schedule in paragraph E.3.5 of the QASP. The "end of period" evaluation for the second award term (CLIN 7400) shall also be in accordance with the QASP schedule.

## 5. AWARD-TERM PLAN CHANGE PROCEDURE

Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 50 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	4/21/2015 - 4/20/2016
9000	4/21/2015 - 4/20/2016

### CLIN - DELIVERIES OR PERFORMANCE

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

7000	4/21/2015 - 4/20/2016
9000	4/21/2015 - 4/20/2016

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

7100	4/21/2016 - 4/20/2017
7200	4/21/2017 - 4/20/2018
9100	4/21/2016 - 4/20/2017
9200	4/21/2017 - 3/20/2018

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

7300	4/21/2018 - 4/20/2019
7400	4/21/2019 - 4/20/2020
9300	4/21/2018 - 3/20/2019
9400	4/21/2019 - 3/20/2020

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

7099	4/21/2015 – 4/20/2016
7199	4/21/2016 - 4/20/2017
7299	4/21/2017 - 4/20/2018
7399	4/21/2018 - 4/20/2019
7499	4/21/2019 - 4/20/2020

Services to be performed hereunder will be primarily at NSWCDD. Other locations include: Norfolk, VA; San Diego, CA; and Arlington, VA.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 51 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 52 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### G.1 ACCOUNTING DATA

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

### G.2 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

In accordance with (DFARS) PGI 204.7108 (d)(2) Payment Instructions, Line Item Specific: Sequential ACRN order. The following payment instructions apply to this task order:

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

### G.3 DdI-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

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

[ ] Procuring Contracting Officer (PCO):

- (a) Name:  
Code: 0252  
Address: Naval Surface Warfare Center, Dahlgren Division  
17632 Dahlgren Road, Suite 157  
Dahlgren, Virginia 22448-5100  
Phone:  
FAX:  
E-mail:

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

[ ] Contract Specialist:

- (a) Name:  
Code: 0251  
Address: Naval Surface Warfare Center, Dahlgren Division  
17632 Dahlgren Road, Suite 157

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 53 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

Dahlgren, Virginia 22448-5100

Phone:  
FAX:  
E-mail:

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

[ \* ] Administrative Contracting Officer (ACO)

(a) Name:  
Code: DCMA Hampton Roads  
Address: 2000 Enterprise Parkway, Suite 200  
Phone: Hampton, VA 23666  
FAX:  
E-mail: \_\_\_\_\_

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

[ \* ] Contracting Officer Representative (COR):

(a) Name:  
Code: Z20  
Address: 17320 Dahlgren Rd  
Building 1480  
Dahlgren, VA 22448  
Phone:  
FAX:  
E-mail:

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as Attachment J.2 to this Task Order.

**Government Subject Matter Expert (SME)**

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

**G.4 252.232-7006 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

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 54 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

certification is done external to the entitlement system.

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

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

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

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

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

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

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

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

\_\_\_\_\_ Cost Voucher \_\_\_\_\_

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

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

\_\_\_\_\_ N00178 \_\_\_\_\_

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00178
Admin DoDAAC	S2404A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	S2404A
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable



CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 55 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA47B
Other DoDAAC(s)	Not Applicable

**\*\* To be provided in the award document**

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

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

\_\_\_\_\_

(g) WAWF point of contact.

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

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

**G.5 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

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

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

**G.6 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working,

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 56 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

(a) The following **subcontractors are approved on this order**:

Airtec Inc  
AMSEC LLC  
Battelle Memorial Institute  
Camber Corporation  
Gryphon Technologies  
Joint Research and Development

#### **G.8 CONSENT TO DIRECT CHARGE MANAGEMENT AND SUPPORT LABOR**

The following contractors have been approved to direct charge management and support labor:

Prism Maritime LLC

Accounting Data

SLINID	PR Number	Amount
-----		

LLA :  
AA 1751319 F4TD 000 41756 0 068941 2D 000000 320027659000  
Standard Number: N4175615WX50131  
Incremental Funding,

900001 130048857000001  
LLA :  
AA 1751319 F4TD 000 41756 0 068941 2D 000000 320024659000  
Standard Number: N4175615WX50131  
Incremental Funding,

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 57 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 58 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS**

To perform the requirements of the PWS, the Government DESIRES Key Personnel with the appropriate experience and professional development qualifications. Key Personnel qualification levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled Ddl-H11 CHANGES IN KEY PERSONNEL in this Section H. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

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

(b) Professional Certifications and Development - Professional development includes honors, degrees, publications, professional licenses, accreditations, and certifications that directly impact the offerors' ability to perform the contract. Retention of these credentials, as required to maintain accreditation, throughout the duration of the contract is the responsibility of the contractor. The years of experience listed above are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have the necessary credentials and accreditations to perform the work.

(c) Accumulation of Qualifying Experience - Experience may be accumulated concurrently. All experience must be clearly supported by the resume or it will be discounted during the evaluation.

Non-Key Personnel are the non-resumed personnel proposed to provide hours on this requirement.

### **H.2 KEY LABOR CATEGORY MINIMUM QUALIFICATIONS**

#### **Contract Program Manager**

- Five (5) years experience in management of engineering projects involving maintenance, repair, testing, product improvement, and shipboard alteration installations of CBRND Protection, Detection, and Decontamination Systems.
- Management experience of execution of Alteration Installation Teams (AIT) and associated documentation requirements.
- Experience developing and providing presentations for Contract/Program Status
- Experience in the DOD material acquisition procedures
- Experience with CBRND, ST/FP, DC/FF, Collective Protection System (CPS) and Shipboard equipment and systems
- Experience in the preparation of these program management products: Business Case Analysis, Implementation Plans, Spending Plans and projections, Justification Documents and Briefings, and Budget Impact Statements

#### **Shipboard Installation Manager**

- Five (5) years experience in management of engineering projects involving maintenance, repair, testing, product improvement, and shipboard alteration installations of CBRND Protection, Detection, and Decontamination Systems.
- Working knowledge of Naval Sea Systems Command, Naval Surface Warfare Center, Naval Ship Yard, Ship Building Organizations and Waterfront Maintenance Community.
- Working knowledge of Shipboard and Marine systems/equipment, RMMCO Process, Waterfront

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 59 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

Maintenance Activities, Work Authorization Forms (WAF) process for AIT Shipboard Installations and T/S 9090-310, NAVSEA 009 Standard Items and Fleet Maintenance and Modernization Plan (FMMP).

- Experience in the preparation of these program management products: Business Case Analysis, Implementation Plans, and Integrated Master Schedule (IMS).

### **CBR Technician (30086)**

- Five (5) years of experience in shipboard systems maintenance, test and evaluation, field support and training.
- Three (3) years of applicable professional experience with the operations and repair of Navy CBRD equipment with emphasis on detection, decontamination and collective protection.
- Navy shipboard experience in damage control or associated rating.
- Working knowledge of shipboard protocol and Naval Waterfront Maintenance Community. (This is a position with frequent travel.)
- Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>.

### **Senior Logistician**

Five (5) years of Naval experience or experience with the Naval Logistics System that should include:

- Experience in identifying material and logistic requirements for ship alteration and repair.
- Experience with the Navy supply and procurement systems and procedures for requisitioning and purchasing material required to support ship alterations and repairs.
- Experience in researching types and quantities of equipment allowed aboard ship, to include a minimum of one year experience in use of the Ship's Configuration and Logistic Support Control (SCLSC) database.
- Experience in identifying hardware, software, supply, and training support requirements for new equipment and systems.
- Experience in the preparation of these program management products: Business Case Analysis, Implementation Plans, Spending Plans, POM/PR Exhibits, Justification Documents and Briefings, Budget Impact Statements.

### **H.3 NON-KEY LABOR CATEGORY MINIMUM QUALIFICATIONS**

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

### **Non-Destructive Test (NDT) Level III Inspector**

- Five (5) years waterfront Quality Assurance Management work experience three (3) years minimum work experience as NDT Level III

Experience Required:

- Job Training: Quality Assurance and NDT Level III
- NDT Level III Examiner certification

### **Senior Biologist**

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 60 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

- Bachelor's or Master's degree in Biology or related field AND
- Four (4) years of experience with leading and/or performing research and development in a Government laboratory.
- Experience leading multiple research efforts, successfully collaborating with other teams, and performing as part of a team.

### **Biologist**

- Bachelor's or Master's degree in Biology or related field AND
- Two (2) years of experience performing research and development in a Government laboratory.
- Experience leading multiple research efforts, successfully collaborating with other teams, and performing as part of a team.

### **Senior Chemist/Biochemist**

- Bachelor's or Master's degree in Chemistry or related field AND
- Five (5) years of experience in organic, inorganic, physical, or analytical chemistry.
- Two (2) years of experience leading and/or performing research and development in a Government laboratory.
- Experience leading multiple research efforts, successfully collaborating with other teams, and performing as part of a team.

### **Chemist**

- Bachelor's or Master's degree in Chemistry or related field AND
- Five (5) years of experience in organic, inorganic, physical, or analytical chemistry.
- Two (2) years experience performing research and development in a Government laboratory.

### **Software Engineer:**

- Five (5) years of experience designing and implementing user interfaces. (i.e. JavaScript, HTML, CSS, object Oriented JavaScript, jQuery)
- Experience with the latest HTML5 features (especially local storage) architecting and deploying large scale JavaScript web applications
- Experience with engineering MVC Design patterns, JavaScript frameworks such as Backbone.JS (or any other .JS )
- OR Bachelor's or Master's degree in Computer Science

### **Senior Technician (30085)**

- Five (5) years of experience in shipboard systems maintenance, test and evaluation, field support and training.
- Three (3) years experience with the operations and repair of Navy CBRD equipment with emphasis on detection, decontamination and collective protection.
- Experience with the Navy 3M system for maintenance, test instrumentation requirements analysis, procurement, configuration and operation including computer-based data acquisition systems.
- Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>.

### **Technician (30082)**

- Three (3) years experience in shipboard systems maintenance, test and evaluation, field support and training.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 61 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

- Two (2) years experience with the operations and repair of Navy CBRD equipment with emphasis on detection, decontamination and collective protection.
- Experience with the Navy 3M system for maintenance, test instrumentation requirements analysis, procurement, configuration and operation including computer-based data acquisition systems.
- Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>.

### **Senior Systems Engineering Analyst**

- Five (5) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.
- Experience with the analysis of hardware specifications to resolve complex problems in the development of laboratory systems, detailed interface descriptions of the systems, and future requirements planning

### **Senior Project Analyst**

- Five (5) years of experience in project and program management documentation include cost analysis, presentations, process analysis and design, technical problem solving, and analytical/logical thinking.

### **QA Manager**

- Five (5) years experience conducting Quality Assurance of engineering projects involving maintenance, repair, testing, product improvement and shipboard alteration installations of M&E and CBRND Protection, Detection and Decontamination Systems.
- Working knowledge of Shipboard and Marine systems/equipment, RMMCO Process, Waterfront Maintenance Activities, Work Authorization Forms (WAF), process for AIT Shipboard Installations and knowledge of T/S 9090-310, NAVSEA 009 Standard Items and Fleet Maintenance and Modernization Plan (FMMP).
- Knowledge of Ship Installation Drawings (SIDs), SWBS, NAVSEA 04X, QA Approval documentation and shipboard configuration.
- Knowledge in the development and execution of internal audits and conducting audits of vendors and subcontractors.
- Knowledge of shipboard installation inventories to include material/equipment for the installation, consumables and tools required to execute the installation.

### **Configuration Manager**

- Five (5) years experience with Navy supply system and management of the configuration of equipment and supporting parts supplies throughout the Navy's operational inventory.
- Experience in database analysis and updates for configuration, alteration, and/or logistical data specific to CBR systems, utilizing the Configuration Data Managers Database - Open Architecture (CDMD-OA).
- Experience developing and maintaining Integrated Logistical Support (ILS) documentation for CBRD systems including Technical Manual (TM), Life Cycle Sustainment Plan (LCSP), Navy Training Support Plan (NTSP), Fielding Plan, and Performance Based Logistics (PBL).
- Experience in developing Provisioning Technical Documentation (PTD) utilizing Interactive Computer Aided Provisioning System (ICAPS) to request Allowance Parts List (APL) and/or Allowance Equipage List (AEL) for CBRD systems and equipment.

### **Ship Qualified Fitter/Welder/Burner (23960)**

- Two (2) years experience in fitting, welding, and burning.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 62 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

- Experienced in the welding of materials of the general types: (a) HY80; (b) NICU; (c) K-MONEL; (d) 304 L CRES; (e) 17-4-PH; (f) Aluminum Alloys 5086 and 5456 on ships.
- Experience in welding principles to meet optimum welding parameters to achieve acceptable welds in accordance with fabrication standards: MIL-STD-22D (joint design), MIL-STD-278 (ships), and MIL-STD- 248 (ships).
- Certified to current nationally approved qualifications for the following welding processes: (a) Shielded Metal ARC Welding; (b) Gas Metal Arc Welding; (c) Gas Tungsten Arc Welding (TIG); and (d) Oxyacetylene welding.
- Experience in reading blueprints, processing instructions, welding standards and technical manuals.
- Experience in troubleshooting and repairing welding equipment.
- Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>.

### **Ship Qualified Electrician (23160)**

- Formal electronics training, to include: installation tasks, soldering, cable dressing, cable tray, conduit, and making/repairing connectors.
- Four (4) years of experience in electronics repair, maintenance and checkout.
- One (1) year experience in electronics installation.
- Certified to current nationally approved qualifications.
- Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>.

### **Laboratory Technician (30210)**

- Four (4) years of non-supervisory physical/biological/chemical science experience. Two (2) years of related research laboratory experience.
- Experience in setting up, performing and evaluating complex chemical, biological and/or physical tests and experiments under the general guidance and direction of professional staff members.
- Experience in conducting non-routine qualitative and quantitative analysis of materials in support of the development of new products, materials and/or processing methods., with limited oversight.
- Experience in operating a wide variety of laboratory test equipment and apparatus including prototype systems and pilot line equipment.
- Experience in preparing and processing experimental operations involving complex formulations, precise calibration, difficult sampling, advanced experimental techniques and advanced concepts.
- Experience working in a biological or physical research facility.
- Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>.

### **System/Program Analyst**

- Four (4) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking OR Bachelor's degree in Physical Sciences or Mathematics.

### **Project Manager**

- Five (5) years of acquisition experience leading a team of skilled professional, technical, and support personnel.
- Experience interfacing with program managers and a proven ability to deliver quality products



CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 63 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

on time and within budget.

- Experience in the writing of reports and status documents.

#### **AIT Team Lead**

- Five (5) years experience in maintenance, repair, test, product improvement and shipboard alteration installations of HM&E and CBRND Protection, Detection and Decontamination Systems.
- Experience in Shipboard and Marine systems/equipment, RMMCO Process, Waterfront Maintenance Activities, Work Authorization Forms (WAF), process for AIT Shipboard Installations and T/S 9090-310, NAVSEA 009 Standard Items and Fleet Maintenance and Modernization Plan (FMMP).
- Experience with Ship Installation Drawings (SIDs), SWBS, and shipboard systems/equipment configuration.
- Experience in the development and execution of internal audits and conducting audits of vendors and subcontractors.
- Experience conducting shipboard installation inventories to include material/equipment for the installation, consumables and tools required to execute the installation.

#### **Quality Assurance Inspector**

- Bachelor's degree and two (2) years technical experience OR Associates degree and five (5) years technical experience in manufacturing, inspection, and testing of support services, OR eight (8) years Technical Experience in Shipbuilding/Repair Industry. Degree should be in Engineering, Quality, or a related field.

#### **Statistician**

- Bachelor's degree that includes at least 15 hours of statistics (or a combination of mathematics and statistics totaling 15 hours) and 10 hours of computer science.
- Experience in the development of mathematical theory or apply statistical theory and methods to collect, organize, interpret, and summarize numerical data to provide usable information.
- Experience in statistical analysis involving CBD related products.

#### **Installation Helper (23470)**

- Two years (2) experience with shipboard insulation and procedures/protocols.
- Experience in the operation of standard power tools – hand drill, hand saw and possess the ability to read/ follow simple instructions.
- Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>.

Must be certified in the following:

- NAVSEA Fire Watch Stander certified
- NAVSEA Cableway certified

#### **Draftsman/AutoCAD Specialist (30064)**

- Associate's degree from a school in drafting or illustration.
- Experience: Two (2) years experience in drafting/illustrating in the electronics field.
- Experience in computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items.
- Experience with DoD processes and procedures.

OR

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 64 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

- Five (5) years experience in drafting/illustrating in the electronics field.
- Experience in computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items.
- Experience with DoD processes and procedures.
- Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>.

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

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

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

#### **H.5 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL**

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

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

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

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

#### **H.6 RESUME FORMAT AND CONTENT REQUIREMENTS**

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

- Complete Name
- Task Order Labor Category

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 65 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

- Percentage of time to be allocated to this effort
- Current level of security clearance level per JPAS (identify if interim or final)
- Current work location and planned work location upon award of this Task Order.  
If the individual is key on another contract with a period of performance that will overlap this requirement, note plans to satisfy both contracts if the Offeror is selected for award.

Chronological Work History/Experience Show experience and date(s) as follows:

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

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

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

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

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

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

(g) Gaps in experience shall be avoided.

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

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

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

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

(i) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 66 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Solicitation N00024-14-R-3551 by \_\_\_\_\_ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

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

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

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

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

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

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

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

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

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

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

**H.8 DdI-H40 FUNDING PROFILE**

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

LABOR CLIN	CLIN Total	Previously Funded	Funding This Action	Total Dollars Funded	Balance Unfunded	Hours Funded
7000		\$0.00	\$	\$	\$	
9000		\$0.00	\$	\$	\$	
<b>TOTAL BASE</b>	<b>\$</b>	<b>\$0.00</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	
<b>TOTAL</b>	<b>\$</b>	<b>\$0.00</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	

**H.9 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 67 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

LABOR CLIN	COST	FEE	TOTAL
7000	\$		
<b>TOTAL</b>			

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

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

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

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

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

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

	Total Labor Hours	Compensated	Uncompensated
Base Year (CLIN 7000)			
Option Year 1 (CLIN 7100)			
Option Year 2 (CLIN 7200)			
Award Term 1 (CLIN 7300)			
Award Term 2 (CLIN 7400)			

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately \_\_\_\_ / 52 weeks = approximately \_\_\_\_ hours per week for the \_\_\_\_ FTE's. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 68 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 504,300 of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 69 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

man-hour performed in accordance with the terms of the contract.

#### **H.11 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

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

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

#### **H.12 SAVINGS INITIATIVES**

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

- (a) Annual Labor Escalation: % in the Base Year, OY1, OY2, Award Term 1 and Award Term 2
- (b) Maximum Pass-Thru Rate: %
- (c) Lower Target, Maximum and/or Minimum Fee rates than those reflected in the solicitation.

Min Fee %  
Target Fee %

Max Fee %

#### **H.13 LABOR TRIPWIRE JUSTIFICATION**

- (a) The Contractor shall advise the COR and the Contract Specialist, by e-mail, if the pending addition of any individual (Key or non-Key) will be at fully burdened average labor rate (including pass-through and/or target fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until the contractor is advised by the Contract Specialist that the request has been approved by the Contracting Officer.
- (b) The Contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order. If the individual is a subcontractor or consultant, the rate build-up shall include the prime contractor's pass through rate.
- (c) Currently, the fully burdened average labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (prime, subcontractor, or consultant) will work. The contractor will be advised of any changes to this tripwire level that occur during performance. All Fully Burden Average Labor Rate of \$156/hour or greater shall require the COR and the PCO's review and written approval.

#### **H.14 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)**

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

#### **H.15 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)**

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD 010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 70 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

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



CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 71 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest (DEC 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-12	Data Universal Numbering System Number Maintenance(DEC 2012)
52.204-99	System for Award Management Registration Deviation (AUG 2012)
52.215-21	Reqs for Certified Cost or Pricing Data and Data other than Certified Cost or Pricing Data- Mods (OCT 2010)
52.222-40	Notification of Employees Rights under the NLR Act (DEC 2010)
52.222-41	Service Contract Act of 1965 (NOV 2007)
52.223.18	Encouraging Contractor Policies to Ban Text Msging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.243-7	Notification of Changes (APR 1984)
252.204-7000	Disclosure of Information (DEC 1991)
252.204-7007	Annual Representations and Certifications, Alternate A (MAY 2013)

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

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

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

#### 52.216-10 INCENTIVE FEE (JUN 2011)

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

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

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

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

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

(c) Withholding of payment.

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

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 72 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

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

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

(1) The fee payable under this contract shall be the target fee increased by thirty cents (\$0.30) for every dollar that the total allowable cost is less than the target cost or decreased by thirty cents (\$0.30) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than nine percent (9.0%) or less than three percent (3%) of the target cost.

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

(i) Payments made under assignments; or

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 73 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

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

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

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
7100, 7199, 9100	No later than 12 months after the Task Order Award date.
7200, 7299, 9200	No later than 24 months after the Task Order Award date.
7300, 7399, 9300	No later than 36 months after the Task Order Award date.
7400, 7499, 9400	No later than 48 months after the Task Order Award date.

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

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

**52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)**

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 74 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

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

(b) General.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work--

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 75 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

**52.222-17 – NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)**

- (a) "Service employee," as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.
- (b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.
  - (1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.
  - (2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.
- (i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 76 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 77 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 78 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email [displaced@dol.gov](mailto:displaced@dol.gov) .

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause



CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 79 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

Task Order Labor Category	Dept. of Labor Category	GS Equivalent
Senior Technician	Engineering Technician V	GS-9
Shipfitter/Welder /Burner	Welder, Combination, Maintenance	WG-10
Lab Technician	Laboratory Technician	GS-6
Installation Helper	Laborer	WG-2
Ship Qualified Electrician	Electrician, Maintenance	WG-10
Draftsman/AutoCAD Specialist	Drafter/CAD Operator IV	GS-8
Technician	Engineering Technician II	GS-4
Chemical Biological Research Technician	Engineering Technician VI	GS-11

## SERVICE CONTRACT ACT WAGE DETERMINATION(S)

(a) Due to the nature of some of the support required by the Performance Work Statement a Wage Determination has been determined to be necessary to ensure appropriate minimum wages and fringe benefits are paid to those non-exempt personnel performing under this Task Order. Work under this Task Order involves performance in King George, VA, Norfolk, VA and San Deigo, CA. Attachment J.11 provides Rev. 11 to Wage Determination No.2005-2103 for the state of Virginia.

The following table provides a correlation between Task Order labor categories in Section H and the Wage Determination Occupations shown in Attachment J.10.

Task Order Labor Category	Dept. of Labor Category	Code
Senior Technician	Engineering Technician V	30085
Shipfitter/Welder/Burner	Welder, Combination, Maintenance	23960
Lab Technician	Laboratory Technician	30210
Installation Helper	Laborer	23470
Ship Qualified Electrician	Electrician, Maintenance	23160
Draftsman/AutoCAD Specialist	Drafter/CAD Operator IV	30064
Technician	Engineering Technician II	30082
Chemical Biological Research Technician	Engineering Technician VI	30086

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 80 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

**52.243-7 NOTIFICATION OF CHANGES (APR 1984)**

(a) *Definitions.*“contracting officer,” as used in this clause, does not include any representative of the contracting officer.

“specifically authorized representative (sar),” as used in this clause, means any person the contracting officer has so designated by written notice (a copy of which shall be provided to the contractor) which shall refer to this paragraph and shall be issued to the designated representative before the sar exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of government conduct that the contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the contracting officer, the contractor shall notify the administrative contracting officer in writing promptly, within 10 calendar days from the date that the contractor identifies any government conduct (including actions, inactions, and written or oral communications) that the contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the contractor, the notice shall state -

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

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the contractor, unless the notice reports a direction of the contracting officer or a communication from a sar of the contracting officer, in either of which events the contractor shall continue performance; provided, however, that if the contractor regards the direction or communication as a change as described in

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 81 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the sar shall be reduced to writing promptly and copies furnished to the contractor and to the contracting officer. The contracting officer shall promptly countermand any action which exceeds the authority of the sar.

(d) Government response. The contracting officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the contracting officer shall either—

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

(1) If the contracting officer confirms that government conduct effected a change as alleged by the contractor, and the conduct causes an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(I) in the contract cost or delivery schedule or both; and

(II) in such other provisions of the contract as may be affected.

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

#### **5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)**

(a) GENERAL

(1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 82 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

(2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

(b) IDENTIFICATION OF HAZARDOUS WASTES - The items listed below identifies the types of hazardous wastes that were required to be removed by the contractor, or that are expected to be generated, during the performance of work under this contract.

Wastes – paint removal, paint brushes, trays, rags and tape w/residual paint, discarded welding rods, adhesives or contact cement, fuel for use in a generator, cutting fluids and air tool oil, removed cables containing PVC and ventilation gasket material.

(c) GENERATOR IDENTIFICATION NUMBERS

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 83 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

(6) Hazardous Waste Manifests - For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain ISEA Installation Manager concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the ISEA Installation Manager for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify ISEA Installation Manager within 3 business days of receipt of written notification by the State. After obtaining ISEA Installation Manager approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to ISEA Installation Manager for completion.

#### **NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19 of the basic contract.

#### **AWARD TERM CLAUSE**

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

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

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

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

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

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 84 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

reached on changes, the initial award term plan remains in effect.

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

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

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

CONTRACT NO. N00178-14-D-7878	DELIVERY ORDER NO. 0002	PAGE 85 of 85	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment J.9 - Acronyms List

Attachment J.11 Service Contract Act Wages per Locality

Exhibit A - CDRLS

Attachment J.1 - DD254

Attachment J.4 - Cost Summary Format

Attachment J.5 - Supporting Cost Data

Attachment J.8 - Staffing Matrix

Attachment J.6 - Industry Day Slides

Attachment J.7 - Industry Day Attendance

Attachment J.10 - SCA Labor Categories