

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
V

PAGE OF PAGES  
1 4

2. AMENDMENT/MODIFICATION NO.  
87

3. EFFECTIVE DATE  
26-Jul-2018

4. REQUISITION/PURCHASE REQ. NO.  
Refer to Section G

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

6. ISSUED BY CODE

N00178

7. ADMINISTERED BY (If other than Item 6) CODE

S5111A

NSWC, DAHLGREN DIVISION  
17632 Dahlgren Road Suite 157  
Dahlgren VA 22448-5110

DCMA HAMPTON  
2000 Enterprise Parkway, Suite 200  
Hampton VA 23666

SCD: C

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

Southeastern Computer Consultants, Inc.  
5166 Potomac Drive Suite 400  
King George VA 22485-5824

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4127-0013

10B. DATED (SEE ITEM 13)

31-Mar-2015

CAGE CODE 1W582

FACILITY CODE

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

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

[X] D. OTHER (Specify type of modification and authority)  
Unilateral IAW FAR 52.232-22, Limitation of Funds

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

26-Jul-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

## GENERAL INFORMATION

The purpose of this modification is to provide the following:

- 1) Increment of funds as shown below and in Section B and in Section G; and
- 2) Update the Funding Profile and Allotment of Funds profiles in Section H.

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

The total amount of funds obligated to the task is hereby increased from [REDACTED]  
[REDACTED]

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	FINAL
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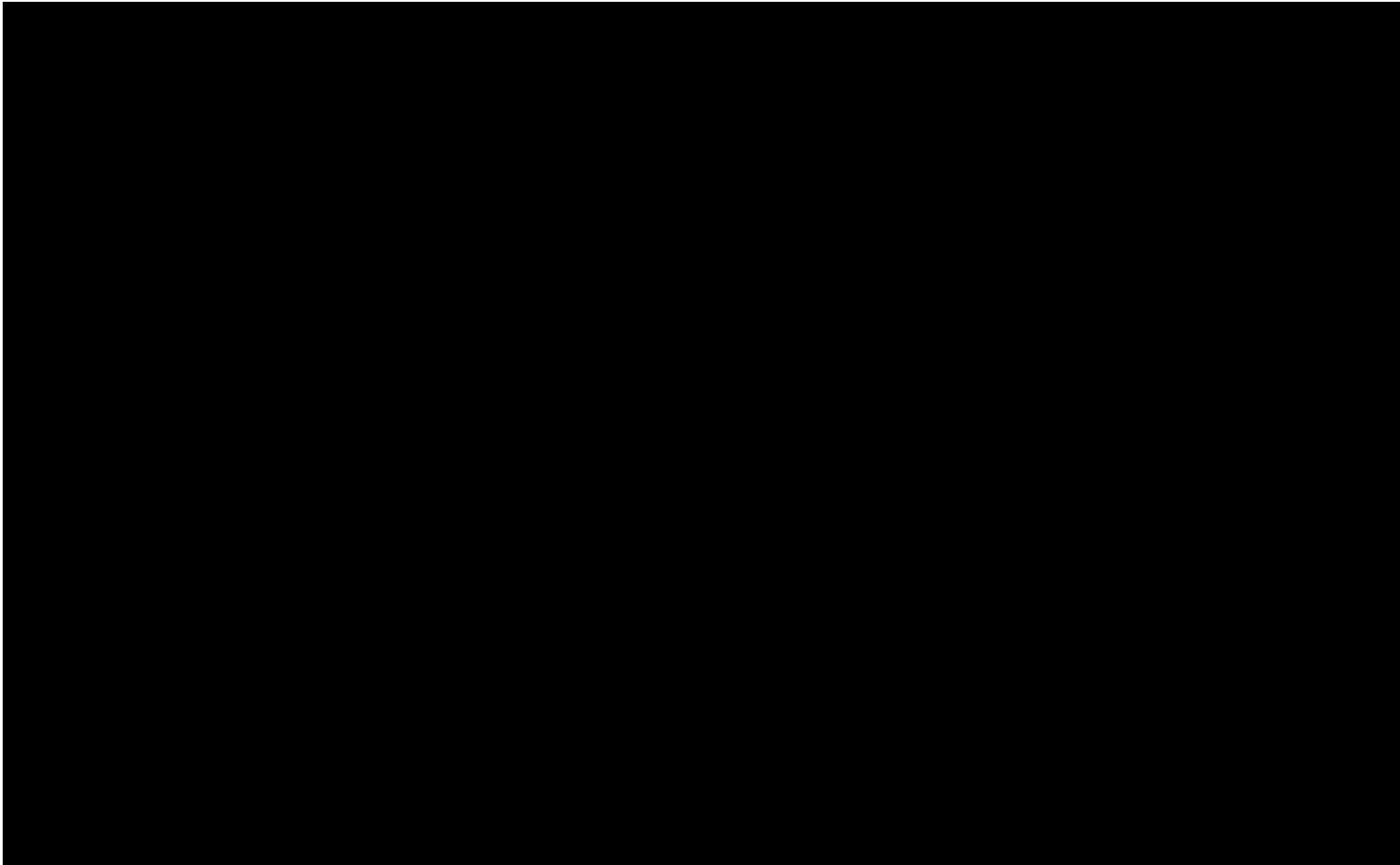








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**NOTE 1: LABOR HOURS**

The number of labor hours listed above\* for the Base Period, each Option Period, and Award Terms shall reflect the Level of Effort provided in Section H, 5252.216-9122 (Alt.1) Level of Effort clause.

\*Labor hours are to be filled in at time of award.

**NOTE 2: AWARD TERM**

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

**NOTE 3: NOT SEPARATELY PRICED**

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

**B.1 TYPE OF ORDER**

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

Items in the 7xxx series are cost plus incentive fee and not separately priced (NSP) type.

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

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## B.2 ADDITIONAL CLINS

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

## B.3 INCENTIVE FEE INSTRUCTIONS

Note: Upon award, the successful Offeror's proposed Minimum Fee percentage, Maximum Incentive Fee percentage, and target incentive fee, if less than the solicitation stated thresholds, will be incorporated in the below table and in FAR clause 52.216-10 INCENTIVE FEE in Section I.

(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

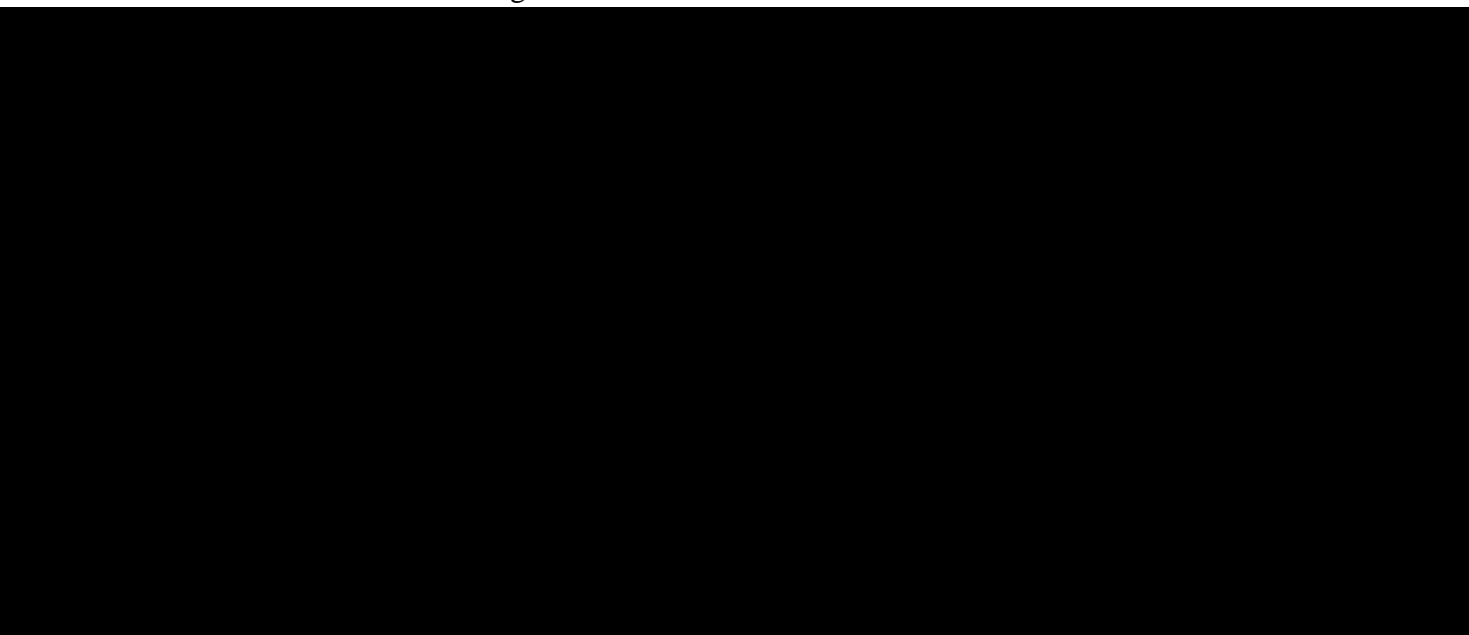
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included in the target cost.

(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 (FAR52.216-10) 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.



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

(a) As part of the negotiated fixed price or total estimated amount of this task order, 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.

**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

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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 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (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 contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

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

### **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

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

**B.9 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA)  
(FEB 1997)**

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C.1 PERFORMANCE WORK STATEMENT

#### **Mandatory Requirements:**

Offerors must meet the following mandatory requirements or have an acceptable plan to meet the requirements by time of award. In addition, 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 personnel providing direct technical support shall have SECRET clearances. Additionally, any employee who is located at the non-Dahlgren sites (Pascagoula, Bath or Moorestown) shall have SECRET clearances maintained through the period of performance of the task order. Interim clearances are acceptable.
- b) **Requirement 2** – Facility Security Clearance. The offeror’s primary facility in the Dahlgren vicinity must be cleared to the SECRET level for preparation, reproduction, and storage of classified material which shall be maintained throughout the life of the task order.
- c) **Requirement 3** - Facility Location. The contractor’s primary facility shall be located within 60 minutes commuting distance of NSWCDD, Dahlgren, VA. Additionally, there is a requirement for a minimum of (1) key personnel to be located within 60 minutes commuting distance of EACH non-Dahlgren location in Pascagoula, MS; Moorestown, NJ; and Bath, ME.

#### **Background:**

The Contractor shall provide Configuration and Data Management (CDM) support to U.S. Government and Department of Defense (DoD) efforts assigned to the W50 Systems Certification and Fleet Operations Division at the Naval Surface Warfare Center Dahlgren Division (NSWCDD). In addition to leading traditional Navy Configuration Management (CM) programs, W50 provides expertise in developing CM programs for non-traditional acquisition strategies for Navy and Marine Corp programs. The scope of this Performance Work Statement (PWS) includes the application of CM to hardware and software systems; combat systems; system of systems; emerging capabilities; and development and implementation of CM policy. It includes the management of government and commercially developed hardware and software configurations and supporting documentation, and supporting process automation and tools in every phase of the acquisition life cycle. CM processes and data must support systems engineering and development activities, and provide the configuration data required for logistics support and sustainment activities in order to increase operational readiness and minimize life cycle costs. Programs currently supported include AEGIS Combat System (ACS) including AEGIS Modernization, Aegis Ballistic Missile Defense (BMD), Littoral Combat Ship (LCS) Combat System and Mission Module, Zumwalt Class DDG-1000 that includes Waterfront CM at Bath ME, Joint Counter Radio Controlled Improvised Electronic Warfare (JCREW), Solid State Laser (SSL), Marine Corps Systems Command (MARCORSYSCOM) which includes Engineering Information Management (EIM)/Systems Engineering, Interoperability,



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Architectures & Technology (SIAT), Naval Engineering Support (NES) and Mission Payload Module Non-Lethal Weapon System (MPM-NLWS) and other supporting programs, Ship Self Defense System (SSDS), Objective and Product Line Architecture, Cooperative Engagement Capability (CEC), Shipboard Gridlock System/Auto Correlation (SGS/AC), USMC Common Aviation Command and Control System (CAC2S), USMC Ground/Air Task Oriented Radar (G/ATOR), Common Display System, Advanced Gun System (AGS) /Long Range Land Attack Projectile (LRLAP) and US Coast Guard. While some of these programs are fielded to operational forces, and U.S. and foreign ships, others are in different phases of the acquisition process. For the AEGIS and Aegis BMD programs, contractor on-site support is required, at NSWCDD, Dahlgren, VA; Bath, ME; Pascagoula, MS; and Moorestown, NJ. For the Zumwalt DDG-1000 program, contractor on-site support is required, at NSWCDD, Dahlgren, VA; and DDG-1000 Waterfront at Bath, ME.

## **C.2 CONFIGURATION PLANNING**

The contractor shall analyze specific needs required for each program and determine appropriate and effective CM implementation strategies that support requirements definition, systems engineering, development and integration, production and sustainment and operations. Process interaction includes In-Service Engineering Agents (ISEAs), shipyards, Software Support Activities, and Design Agents. The contractor shall develop policies, procedures, guidance, and business practices for the introduction and maintenance of Commercial Items and Non-Developmental Items (CI/NDI) and technology refresh. The contractor shall develop metrics to improve processes and effectiveness of the CM Program. The contractor shall assess the effectiveness of CM implementation and performance with performance metrics. (Contract Data Requirements List (CDRL A006)

C.2.1 The contractor shall develop a CM program that follows the Program Executive Office Integrated Warfare Systems (PEO IWS) Enterprise Configuration Control Process and Aegis Ballistic Missile Defense Program Directorate (MDA/AB) in accordance with Program Executive Office Integrated Warfare Systems Instruction (PEOIWSINST) 4130.1, as applicable.

C.2.2 The contractor shall develop a CM program for each program that follows the MARCORSYSCOM Order, 4130.1A, CM Policy, as applicable. The Contractor shall coordinate with interfacing program CM and Systems of Systems (SOSs) organizations to manage SoSs issues associated with each of the CM key functions. The contractor shall participate in Enterprise CM Integrated Product Team (IPT) to assist in developing and documenting processes to improve CM execution across MARCORSYSCOM and affiliated Program Executive Office (PEO). The contractor shall ensure program documentation is available and posted to specific sites per MARCORSYSCOM Systems Engineering policy.

C.2.3 The contractor shall implement continuous improvement initiatives to ensure effective execution of the CM program through assessments of tasks, processes, procedures and utilization of tools. The contractor shall participate in government rapid improvement events and assist in identifying areas of improvement and documenting revised processes.

C.2.4 The contractor shall generate and/or update CM Plans, updates to specifications and user

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documentation (e.g., Version Description Documents, Revision Description Documents), Charters, user's guides and Standard Operating Procedures (SOPs) that describe how CM is accomplished and demonstrate consistency between product definition, product configuration, and CM records. The contractor shall review Program Management plans and technical documentation and provide CM assessments. The contractor shall develop a CM Program Project Plan in support of the program plan and integrated master schedule. (CDRL A013)

C.2.5 The contractor shall participate in technical reviews, integrated product teams, working groups, and conferences and represent CM efforts and/or discussions, including discussions relating to safety change request issues.

C.2.6 The contractor shall generate and present technical briefs in support of the execution of the CM program, including preparing safety briefs in support of safety review boards and panels. (CDRL A005)

### **C.3 CONFIGURATION IDENTIFICATION**

C.3.1 The contractor shall provide support in establishing configuration identification nomenclature for hardware and software, including CI/NDI, firmware, and interfaces. The contractor shall track configuration items to the level necessary to fully support systems engineering, logistics, interface management, and planning functions. The Contractor shall compile system breakdown information and establish configurations for each baseline prior to initialization. The contractor shall conduct analyses of all configuration items to verify and validate associated nomenclature and part numbers.

C.3.2 The contractor shall establish nomenclature for baselines, versioning, documentation numbering, change proposal numbering, and item unique identification.

C.3.2.1 The contractor shall use the Joint Electronic Type Designator Automated System (JETDAS) and/or Configuration Management Reference Materials (CMRM) in the analysis and verification of nomenclature. The contractor shall interface and/or consult with the originator of the Nomenclature Assignment Request (NAR) and the organization's approval authority to ensure all notional, experimental, approved, and unapproved nomenclature is correctly identified.

C.3.2.2 The contractor shall use the Defense Logistics Information Service (DLIS) for part number verification. Liaison with the responsible Participating Acquisition Resource Manager (PARM) and In-Service Engineering Agent for the hardware and software which comprise the system shall be established to ensure a timely and accurate exchange of information relevant to the assignment of part numbers.

C.3.2.3 The contractor shall establish and maintain baselines throughout the entire life cycle. The baseline shall be initiated when the first notional configuration is identified and maintained for the life cycle of the configuration item. The baseline shall provide historical records of the evolution, as well as the current configuration; identify the change documents associated with each baseline; maintain data related to the applicability, approval status and impact of each change. Baseline definitions shall be provided to managers as input to technical decisions and at

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key program milestones. (CDRL A010)

## **C.4 CONFIGURATION CONTROL**

C.4.1 The contractor shall develop and/or review change proposals. (CDRL A008)

C.4.1.1 The contractor shall perform a review of each change, and analyze proposed changes for classification of change and impacts to identification/re-identification of affected hardware and software. This assessment shall include accuracy of nomenclature, determination of impact to next higher assembly, an evaluation for interchangeability, identification or relationships, including conjunctivity, CI/NDI impact, and provide an overall assessment of compliance with CM criteria. The contractor shall review change proposals and change requests for safety impact. (CDRL A015)

C.4.2 The contractor shall establish CM processes to support Configuration Control Boards (CCBs), and Local Configuration Control Board (LCCB) at the local, system, system of systems and enterprise level, including identification of change authority and integration of the change process with external processes. The contractor shall document these processes as a Standard Operating Procedure. (CDRL A007)

C.4.3 The contractor shall provide CM support for System and Software Review Board (SRB), Local Change Control Board (LCCB), Software Change Control Board (SCCB), Joint Problem Review Board (JPRB), Interface Control Working Group (ICWG) meetings, Requirement Working Group (RWG), Technical Review Team (TRT), Baseline Engineering Review Team (BERT), Combat System Working Group (CSWG) Board, other working groups, review boards, and change boards by distributing change packages, developing and distributing agendas, minutes and action items, and preparing final packages for CCB Chairman's signature. (CDRL A004, A016)

C.4.3.1 The contractor shall compile and distribute the following items for review: Software Trouble Reports (STR), Engineering Change Proposals (ECP), Advance Change Study Notices (ACSNs), Specification Change Notices (SCNs), Interface Change Requests (ICRs), Requests for Deviations/Waivers (RFDs/RFWs), and Ship Change Documents (SCDs). The contractor shall also collect and track review comments on the aforementioned items.

C.4.3.2 The contractor shall resolve action items in a timely manner, within one week or less.

C.4.3.3 The contractor shall prepare and/or consolidate technical assessments in support of the change boards. (CDRL A006)

C.4.3.4 The contractor shall submit for review and approval Standard Operating Procedures (SOP) for change control and status accounting processes. The SOP shall be developed for all activities associated with the execution of the CCB and review panels/boards. (CDRL A007)

C.4.4 The contractor shall analyze data collected from authoritative sources relating to system requirements, hardware, software, and firmware for correlation and applicability to baselines,

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ship classes, warfare areas, and program assets. The contractor shall analyze alteration documents to determine system impact and maintain the current and future configuration, availability, and installation status of the alterations. (CDRL A006)

C.4.5 The contractor shall integrate the Navy Modernization Process within the CM Program. The contractor shall generate, update, and/or process SCDs within the Naval Sea Systems Command (NAVSEA) Entitled Process for all phases.

C.4.6 For shipbuilding programs the contractor shall support identification and implementation of changes at the shipyards. The contractor shall support established processes and provide recommendations for improved efficiencies across the program. For the AEGIS Program and Zumwalt DDG-1000 Program, the contractor shall support the CM processes of the Ship Test Change Review Board as well as Waterfront Local Change Review Board ensuring accuracy of change applicability within the status accounting tool, and identification and resolution of CM related issues. The contractor shall perform analysis, monitoring, maintenance, and reporting to ensure configuration control of all systems under test.

C.4.6.1 The contractor shall provide meeting minutes for all review boards (CDRL A004)

C.4.6.2 The contractor shall provide status accounting reports. (CDRL A003)

## **C.5 CONFIGURATION STATUS ACCOUNTING**

C.5.1 The contractor shall maintain a configuration status accounting database in support of the CM programs. The contractor shall develop and implement requirements and metrics for accurate status accounting. (CDRL A006)

C.5.1.1 For the AEGIS Program and Zumwalt DDG-1000 Program, the contractor shall utilize the Advanced Configuration Control and Engineering Status System (ACCESS) for PEO IWS 1 and PEO IWS 9 activities and evaluate the capabilities of ACCESS against new program requirements.

C.5.1.2 For the AEGIS Program and Zumwalt DDG-1000 Program, the contractor shall support the ACCESS/Status Tracking and Reporting System (STARSYS) Interface and other systems as applicable for the transfer of data and resolution of data discrepancies in accordance with SOPs.

C.5.1.3 The contractor shall maintain other databases including the IBM Rational suite of tools to track software configurations.

C.5.2 The contractor shall manage hardware and software baselines with all supporting change documentation. The contractor shall develop and maintain parts indentured breakdown configurations. The contractor shall compile system breakdown information and establish initial configuration for each baseline, prior to initialization. The contractor shall assist in the maintenance of the configuration baseline throughout the lifecycle. The contractor shall track, approval status, applicability to the system, nomenclature or re-identification impact, conjunctivity with other changes, installation status and CM issues. (CDRL A003)

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C.5.3 The contractor shall produce and deliver agendas, minutes, action items, and/or reports on a regular basis in support of meetings and requests. The contractor shall develop and deliver metric reporting on change board activity. (CDRL A003, A004, A016)

C.5.4 The contractor shall provide status accounting reports to the Government systems engineering community. The contractor shall provide status accounting of safety assessments for software change requests determined to have safety impact. (CDRL A003)

C.5.5 The contractor shall perform and document technical verification, research, and coordination with design agents, shipbuilders and vendors to ensure that the information contained in the government approved databases (e.g. ACCESS, TeamCenter Enterprise, TeamCenter Community, Configuration Data Managers Database Open Architecture (CDMD-OA)) is accurate, complete and reflects the configuration of each element or ship's designated baseline. (CDRL A003)

C.5.6 The contractor shall perform analysis and provide reporting to systems engineering regarding the deltas between actual In-Service configurations and proposed engineering baseline changes for ship(s) targeted for upgrade. The contractor shall provide acquisition baselines in support of procurement documentation and shipbuilding contract schedules. (CDRL A003)

C.5.7 The contractor shall work with systems engineering and Software (Computer Program) baseline management to identify high visibility items (e.g., computer program/software sensitive equipment, firmware, high failure rate items, etc.) in the working design baseline and monitor and report on changes which might have an impact on these items. The contractor shall prepare periodic reports designed to keep managers up-to-date on software release information, software versions currently in use and change requests to be included in future versions/updates of software. The contractor shall maintain specification trees for each system baseline. These trees show the hierarchical relationship of specifications to one another, and include System Specifications, Segment Specifications, Interface Specifications, Software Requirements Specifications, Software Design Documents, and any other documents deemed pertinent by the sponsor. The contractor shall provide a report of software sensitive changes for associated certification panels. (CDRL A003)

C.5.8 The contractor shall monitor System Engineering Agents/System Integration Agents processes and other authoritative sources (i.e. Regional Maintenance & Modernization Coordination Office (RMMCO) and CDMD-OA) to ensure the configuration is updated to include the installation of alterations and replacements of equipment.

C.5.9 The contractor shall record, monitor, update and maintain the Navy approved baseline (Government Furnished Equipment (GFE) Baseline) for each AEGIS ship under construction as well as Zumwalt Ships. CDRL A006)

C.5.9.1 This baseline shall be prepared 24 months prior to AEGIS and Zumwalt Light Off utilizing the Government provided associated Shipbuilding contract, and maintained by continual incorporation of changes (Level III and IV ECPs) approved by NAVSEA or Supervisor of

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Shipbuilding (SUPSHIP). The contractor shall document and report all discrepancies between the GFE Contract Baseline and As-Received Baseline. (CDRL A003)

C.5.10 The contractor shall attend meetings and provide configuration status information, including the delivery status of associated configuration items to the end user, and change requests with safety impact. (A003)

C.5.11 The contractor shall capture, track, and audit test site configuration items for each test event. (CDRL A003)

C.5.12 The contractor shall ensure safety status information for all open change requests is provided for entry into the Hazard Tracking Database. The contractor shall input safety status information for open change requests into the Hazard Tracking Database.

C.5.13 The contractor shall maintain safety program schedules. These program schedules are maintained by utilizing Microsoft (MS) Project.

C.5.14 The contractor shall enter and/or produce data, download or export CM data in a manner where data can be imported into other databases for the purpose of generating a Configuration Status Accounting Report. The contractor shall require access to other contractor databases such as Lockheed Martin's STARSYS database on Integrated Data Environment (IDE), and Raytheon's WSTRs. The contractor shall upload data from the above databases as well as other configuration data provided by various developer organizations into government databases (for e.g. ACCESS). (CDRL A003)

## **C.6 CONFIGURATION AUDITS**

C.6.1 The contractor shall participate in functional and physical configuration audits including generating audit plans and reports, capturing and tracking discrepancies, and working discrepancies to closure. (CDRL A009, A012)

C.6.2 The contractor shall validate configuration reporting of hardware and software by conducting ship and/or site audits and reporting and resolving discrepancies. The contractor shall utilize a government barcode scanning system to audit configuration items for programs with item unique identification tags. For the AEGIS Program, these audits shall be conducted at the Backfit Program Test Facility during integration testing and after upgrades are implemented. (CDRL A006)

C.6.3 The contractor shall conduct audits of the total equipment suite tested at system integration sites (e.g. Production Test Center (PTC), Integration sites). The contractor shall download the baseline from the government database, utilize the government bar-code system to conduct the audit, resolve discrepancies, and upload verified data to the government approved database. (CDRL A003)

C.6.4 For shipbuilding programs, the contractor shall inspect all equipment not audited during receipt at the applicable shipyard to ensure all applicable CM information is accurately tracked in

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a government database (as-ordered vs. as-received). (CDRL A003)

C.6.5 The contractor shall conduct a post-delivery availability audit to verify that the equipment was correctly installed in the compartment location specified. The contractor shall capture discrepancies in the government database and update alteration installation status. (CDRL A003)

C.6.6 For shipbuilding programs, the contractor shall conduct a shipboard audit to verify change activity since ship custody transfer and/or post shakedown availability (alteration installations, equipment swap outs).

C.6.7 The contractor shall support Independent Logistics Assessments for CM and computer resource supportability.

## **C.7 SYSTEMS REQUIREMENTS MANAGEMENT**

C.7.1 The contractor shall develop understanding and familiarity with requirements tracing tools to ensure optimal performance for requirements tracing. Specifically, the contractor shall have knowledge of Dynamic Object Oriented Requirements System (DOORS) exchange process information with programs involved in requirements management and participate in sessions to advance capabilities of current and future tools.

C.7.2 The contractor shall provide technical and documentation assistance in the review of system and sub-system documentation to ensure requirements traceability, verification and compliance. The contractor shall assist in technical reviews, distribution of pertinent data, maintenance of program schedules, collection of comments and review of data associated with the systems requirements, verification plans, procedures, and reports.

C.7.2.1 The contractor shall provide results of the trace analysis, compliance issue recording and status accounting. (CDRL A006)

C.7.2.2 The contractor shall provide meeting minutes. (CDRL A004)

C.7.2.3 The contractor shall provide presentation material. (CDRL A005)

C.7.3 The contractor shall perform requirements traceability, change impact and compliance analysis assessments. The contractor shall participate in working groups to address requirements development. (CDRL A006)

C.7.4 The contractor shall maintain a requirements and compliance database utilizing the DOORS tool. Requirements shall be traced to lower level specifications and interface documents to ensure design meets the specified requirements. The contractor shall develop reports from the tracing tool to include specific event requirements, traceability, verification and/or validation, status, metrics, and element association. (CDRL A006)

C.7.5 The contractor shall participate in defining and documenting a process for capturing and

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controlling requirements within a requirement tracing tool like DOORS, defining attributes to uniquely identify requirements within the tool, updating the tool with approved changes and generating reports and SOPs in support of technical reviews and change control. The contractor shall develop requirements for databases and other tools, such as ACCESS, needed to support a CM program. (CDRL A006, A007)

## **C.8 TOOLS REQUIREMENTS MANAGEMENT**

C.8.1 The contractor shall identify, evaluate, recommend, and implement tools required to support the CM Program. The contractor shall tailor tool or reporting to support program requirements, including consideration for data exchange with other databases and/or tools. The contractor shall develop configuration status accounting databases using government-approved database software. The contractor shall provide programming support to develop structures, forms, reports, and predefined queries for databases. The contractor shall develop web interfaces into the configuration status accounting database. The contractor shall develop interfaces between legacy status accounting systems and newly acquired tools that perform similar functions. The contractor shall document system design in Database Design Documentation and generate SOPs to document information management processes. (CDRL A006, A007)

C.8.2 The contractor shall provide recommendations for and support the development of applications and enhancements to provide improved accessibility to the configuration information/data through web sites/applications. The contractor shall provide recommendations for providing needed information to the customers through a state of the art digital environment through existing or planned networks. (CDRL A006)

C.8.3 The contractor shall generate and maintain quality assurance plans for information systems. (CDRL A014)

C.8.3.1 The contractor shall perform quality review/analysis of information systems and procedures and identify areas for improvements; provide technical support for the quality control of the information contained in those systems; provide guidance and procedures for data accuracy/integrity and maintenance of data; run periodic ad hoc reports to review and validate the currency of data based on recent configuration activities. (CDRL A006)

C.8.4 The contractor shall provide system design and functionality training for the user community. The contractor shall apply the business and technical knowledge acquired during the development process to enhance the training curriculum. (CDRL A017)

C.8.5 The contractor shall provide support for Customer Acceptance Testing of information systems being used to support CM business processes. Test support shall require close coordination with the Information System communities to share business information, and to assist in generating plans, scenarios, procedures and data sets, and conducting tests to ensure adequate business validation prior to production release. The contractor shall generate test plans to address the total scope of the application/release and affected regression areas. (CDRL A018)

C.8.5.1 The contractor shall develop scenarios designed to represent the full scope of the test



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from a business perspective. The contractor shall develop and maintain a library of supporting test scripts/procedures. The contractor shall identify and load test data to support the test scripts/procedures. The contractor shall support the planning, set up, conduct, evaluation, and follow-up of all test exercises. This includes contacting test team members, scheduling conference rooms, setting up test environments, configuring equipment and customer accounts, and participating in or conducting test reviews. (CDRL A019)

C.8.6 The contractor shall provide analytical support for the continued development and enhancement of the government approved database and provide technical support for the review of database support documentation. The contractor shall review and analyze the database to evaluate and determine its ability to meet the user requirements and to satisfy business functions and requirements. The contractor shall attend change board meetings and provide supporting documentation for tools-related change board meetings.

C.8.6.1 The contractor shall perform analyses, assess impacts, and provide recommendations as requested; provide input relative to problems associated with daily operation of the database and explanation of proposed design enhancements; assist in the preparation and delivery of customer service requests to accomplish this task. (CDRL A006)

C.8.6.2 The contractor shall develop and maintain SOPs. (CDRL A007)

C.8.6.3 The contractor shall develop and present training materials for database releases, CM processes, and support tools. (CDRL A017)

## **C.9 CONFIGURATION DATA MANAGEMENT**

C.9.1 The contractor shall provide support in the development of program level documents by providing expertise to define a document review process and utilize an electronic repository such as SharePoint, TeamCenter Enterprise and/or ViewNet to adjudicate technical comments and track action items. The contractor shall provide support to distribute documentation for review, collect and consolidate comments, participate in the adjudication of the comments, maintain status of all comments, and provide and distribute the revised documentation. (CDRL A006)

C.9.2 The contractor shall coordinate the review of CDRLs from Design Agents and provide a report of the CDRL review. (CDRL A006)

C.9.2.1 For the AEGIS Program, the contractor shall support the Software CM (SCM) Specification Change Review, Implementation, and Baseline Evaluation (SCRIBE) by coordinating all notifications related to SCRIBE reviews and change pages, manage and/or update all comments using ViewNet tool, act as point of contact for the Navy Technical Representative and NSWCDD engineers, provide monthly metrics, charts and baseline specific data via the SCM Netbook; make user recommendation for ViewNet improvements. (CDRL A006)

C.9.2.2 For CEC program, the contractor shall compile and distribute the following items for review: Software Trouble Reports (STR), Engineering Change Proposals (ECPs), Advance

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Change Study Notices (ACSNs), Specification Change Notices (SCNs), Interface Change Requests (ICRs), Requests for Deviations/Waivers (RFDs/RFWs), and Ship Change Documents (SCDs). The contractor shall collect and track review comments on these items. (CDRL A006)

C.9.2.3 The contractor shall utilize ViewNet and download a list of documents scheduled for review by the SCRIBE and forward to project reviewers on a weekly basis.

C.9.2.4 The contractor shall utilize TeamCenter Enterprise and download a list of documents scheduled for review by the Combat System Working Group (CSWG) and Combat System Configuration Control Board (CSCCB) and various charters and boards and forward to project reviewers on a weekly basis.

C.9.3 The contractor shall maintain a central electronic file system of all technical data associated with a program and documentation associated with the CM program (SOPs, Work Instructions, etc.) utilizing a government developed tool that provides automated receipt, distribution and filing of data. The contractor shall define and implement an access/permission strategy and maintain access control lists.

C.9.4 The contractor shall provide technical data which is under configuration control to the project review offices for use in the preparation of shipbuilding contract schedules for GFE. (CDRL A006)

C.9.5 The contractor shall maintain the status of drawings in a government approved database that is web-accessible and obtain engineering release and change package status on a daily basis in order to support engineering reviews. The contractor shall review drawing changes and drawings for accuracy and post changes and drawings to the appropriate repository. The contractor shall develop and maintain web-enabled configuration status accounting databases and convert legacy databases. (CDRL A003)

C.9.6 The contractor shall maintain the master file of program specifications generated by the government. The specification may be classified up to the Secret level or unclassified. The contractor shall maintain a log for all classified documentation. (CDRL A003)

C.9.7 The contractor shall provide data management and CM functions for the NSWCCD AEGIS Systems Engineering Programs.

C.9.7.1 The contractor shall develop database structures, forms, reports, and predefined queries for databases that include STRs, ECPs, SCNs, RDWs, ACSNs, documents, software deliveries, test procedures, requirements, safety data, and library holdings. The contractor shall implement a library database and filing system in government workspace to receive, track status and location, duplicate, distribute, and store technical data. The database shall include a checkout system that includes tracking of technical documentation for library files, war rooms, or other permanent storage areas. The database shall be designed with a user-friendly interface to facilitate access to library files, scanned documents, graphic presentations, and other electronically stored data. The contractor shall audit the library monthly to ensure technical documentation is being acted upon within prescribed time limits. The contractor shall assist personnel in logging documents into

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and out of the library storage. The contractor shall deliver status accounting report for all library activity. (CDRL A003)

C.9.7.2 The contractor shall maintain the master version of NSWCDD presentations and assemble or revise presentation displays for the AEGIS Systems Engineering Programs. (CDRL A005)

C.9.7.3 The contractor shall provide CM support for scheduling and coordinating meetings and events, prepare minutes, action item lists, and attendance lists. The contractor shall provide reproduction and distribution support for technical documentation and presentation material. (CDRL A004)

C.9.7.4 The contractor shall establish and maintain a consolidated scheduling system for dates of interest including milestones, baseline schedules, meetings, action items, and other data.

C.9.7.5 Deleted in Amendment 02

C.9.7.5.1 Deleted in Amendment 02

C.9.7.5.2 Deleted in Amendment 02

C.9.7.5.3 Deleted in Amendment 02

## **C.10 RELEASE MANAGEMENT**

C.10.1 The contractor shall prepare builds of new software releases to test facilities and the end user. The contractor shall maintain a separate Quality Assurance (QA) area in the software development environment to be used as a repository for approved software configuration items. The contractor shall copy approved files to the QA area and shall compile and link files to create executable load files. In this manner, the contractor shall ensure the reproducibility of software builds tested by engineers/programmers during unit testing of the software. The contractor shall use executable files in the QA directory and master media created from the QA directory to reproduce executable load files for delivery to the end user. The contractor shall transmit the site data Software Version Document (SVD) for delivery for each specific platform or end user. The contractor shall load cycle each piece of media produced to ensure that the files contained in it will load and execute in a host system prior to release. The contractor shall assemble software delivery packages and ensure that the appropriate documents (SVD & briefs) are included in the package and all media is labeled and marked. The contractor shall ensure appropriate transmittals and shipping forms are included with the delivery package, and proper addresses and points of contacts are included on each form. The contractor shall travel to ships/sites and install software. The contractor shall maintain status accounting records of software delivered to ships/sites to include computer system configuration item identifiers, delivery dates; media return dates, and other pertinent status information. The contractor shall document build product and release processing in SOPs. The contractor shall maintain the status of specifications' document ownership, release/signature dates, update status, and other information deemed pertinent by the sponsor. (CDRL A003, A007)

C.10.2 The contractor shall maintain logs of receipts, transmittals, documentation records,

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problem reports and change documents. (CDRL A003)

C.10.2.1 The contractor shall use the ACCESS database to maintain logs of receipts, transmittals, documentation records, problem reports and change documents for programs that maintain configuration status accounting data in ACCESS.

C.10.3 The contractor shall participate in functional and physical configuration audits (FCA & PCA) of designated platforms to verify that software and/or hardware installed at the site is authorized and complete. The contractor shall conduct a physical audit of computer program media of tapes, removable interchangeable media modules, compact disks, optical disks, etc. and provide a report documenting results of the audit. (CDRL A003)

C.10.4 The contractor shall support the transfer of operational programs and associated documentation to the ships at ship custody transfer.

C.10.5 The contractor shall barcode computer program/software media and documentation upon receipt.

C.10.6 The contractor shall purge all obsolete media from the media library when software is no longer used by end user. The contractor shall provide input to discrepancy reports and audit reports. (CDRL A003)

## **C.11 OTHER RELATED TASKING**

C.11.1 The contractor shall establish, implement, and maintain a CM training and certification program to ensure sufficient knowledge and skills are developed, sustained, and applicable to implementing CM processes. The contractor shall have the necessary skills and knowledge to perform the assigned training activities. Training needs shall be periodically assessed and evaluated for consistency and relevance to program needs.

C.11.2 The contractor shall support, coordinate, and/or attend various System CM and SCM meetings given 24-hour notice.

C.11.3 The contractor shall develop and/or present technical briefs and training material. The contractor shall produce presentation books in support of safety review boards and panels. (CDRL A005, A017)

C.11.4 The contractor shall provide on-site CM support to applicable Navy Technical Representative Offices (e.g. Moorestown, NJ) for all tasking identified in this PWS.

C.11.5 The contractor shall provide on-site CM support to applicable SUPSHIP and Test Team offices (e.g. Pascagoula, MS and Bath, ME). The contractor shall ensure its personnel adhere to local host requirements when performing land based and shipboard configuration, LCCB, and audits.

## **C.12 NON-DISCLOSURE AGREEMENTS**

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The contractor shall sign a Non-Disclosure Agreement (NDA) due to obligations and responsibility not to discuss, divulge or otherwise disclose any information, procedure, correspondence, documentation, evaluation or other data pertaining to this acquisition, except as approved by the Contracting Officer, or as otherwise authorized by law with Lockheed Martin Maritime and Sensor Systems/Moorestown, NJ; General Dynamics, Pittsfield, MA; Northrop Grumman, Bethpage, NY; and Raytheon, Tewksbury, MA.

Contractor personnel may be required, at any time, to sign non-disclosure statements as applicable to specific tasking. The Contracting Officer Representative (COR) will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that is considered business or program sensitive and returned to the COR for endorsement and retention.

### **C.13 PROGRESS REPORTS**

C.13.1 The contractor shall provide a monthly progress report. (CDRL A001)

### **C.14 IN-PROCESS REVIEWS**

C.14.1 The contractor shall conduct an In-Process Review (IPR) quarterly with the Technical Assistants (TAs), Contract Specialist, and other NSWCCD personnel designated by the COR upon NSWCCD request. Minutes and action items shall be produced and distributed by the contractor. (CDRL A004)

### **C.15 PLAN OF ACTIONS AND MILESTONE REQUIREMENTS**

C.15.1 The contractor shall develop a Plan of Actions and Milestones (POA&M) (A002). As directed by the COR, the contractor may develop a Plan Of Action and Milestones (POA&M) and Staffing Plan Document for each work area and shall submit the POA&Ms for review within twenty one (21) calendar days after Contract Award, Exercise of Option and/or modifications to the contract which affect the Level of Effort or Dollar Ceilings.

C.15.2 The contractor shall prepare an Element POA&M/Staffing Plan Document, for each element/work area, for delivery.

C.15.3 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

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h. Government Interface, COR

i. Work Summary/Description

j. Schedule of Events Proposed/Planned to Accomplish Task

C.15.4 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.15.5 Total Element Cost. Estimated cost shall include all cost (management, support, travel, labor, relocations, all fees, etc.) for that element.

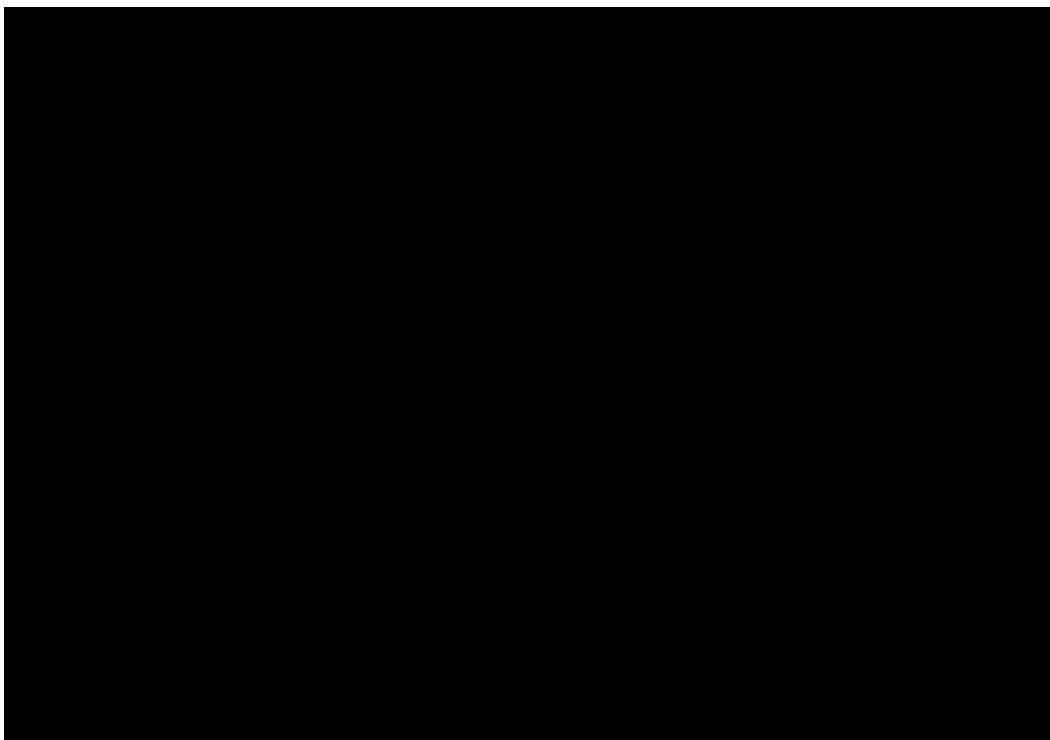
C.15.6 Each POA&M shall be signed by the contractor (to include signature by Contractor's Element-Level Manager) and shall have a signature block for sign off and approval by the Government.

C.15.7 Each POA&M shall be reviewed and signed by the Contracting Officer.

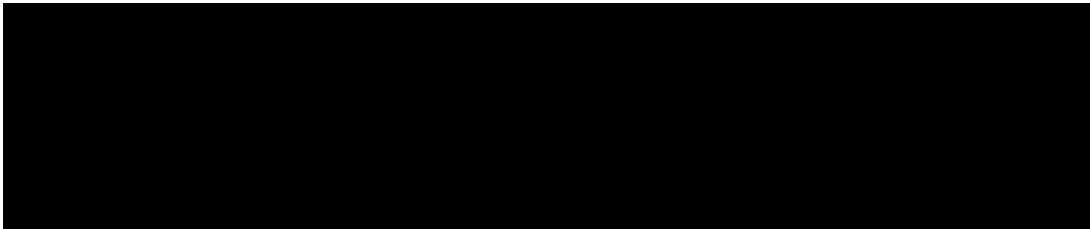
## **C.16 OTHER DIRECT COSTS (ODC)**

### **C.16.1 TRAVEL**

The contractor shall be required to travel in performance of this task order. All travel under this order must be requested and approved by the COR prior to travel. Requests shall be in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. The contractor is not authorized to perform any travel that is not in conjunction with this order. Specific travel requirements shall be identified in the POA&Ms. The following travel locations are anticipated:



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The contractor shall provide a trip report. (CDRL A011)

## **C.17 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.18 SECURITY**

C.18.1 Access to and preparation of classified material shall be in accordance with the DD Form 254. All individuals performing under this task order, including those located at Pascagoula, Moorestown, and Bath, are required to have and maintain throughout the life of the contract, as a minimum, a Secret security clearance. Interim clearances are acceptable. All Individuals shall obtain facility and personnel security clearances as required by the Department of Defense Industrial Security Program prior to working on tasks requiring clearances.

C.18.2 The contractor shall require access to Communications Security (COMSEC), Non-SCI Intelligence Information, NATO, and PII information in the performance of this contract to support Configuration and Data Management.

C.18.3 The contractor facility shall possess and maintain a SECRET facility clearance as verified within the Industrial Security Facility Database (ISFD) with SECRET storage capability. The contractor shall be responsible for safeguarding all Government information or property provided for contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be secured as specified.

C.18.4 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

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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 cleanup. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

## **C.19 ON-SITE ENVIRONMENTAL AWARENESS**

C.19.1 The contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.19.2 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.19.3 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.19.4 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.19.5 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.20 ON-SITE SAFETY REQUIREMENTS**

C.20.1 The contractor shall strictly adhere to Federal Occupational Safety and Health



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

C.20.2 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.20.3 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.20.4 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.20.5 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.20.6 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.20.7 Upon request the contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

C.20.8 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.20.9 The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCCD to the Safety Office.

C.20.10 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,

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

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

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

## **C.22 CONTRACTOR IDENTIFICATION**

C.22.1 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.

C.22.2 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.23 CONTROL OF CONTRACTOR PERSONNEL**

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

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Government property shall be subject to Department of Defense and Navy Standards of Conduct.

#### **C.24 Dd1-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS**

(a) The Contractor shall ensure that all employees who have a NSWCDD 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 NSWCDD Physical Security of all changes in their personnel requiring NSWCDD base access.

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

#### **C.25 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 but not limited to Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as but not limited to "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with

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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 Procuring Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this task order.

## **C.26 PORTABLE ELECTRONIC DEVICES (PEDs)**

C.26.1 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 the current 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, iPADS, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

C.26.2 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.

C.26.3 Personally owned hardware or software shall not be connected or introduced to any NSWCCD hardware, network or information system infrastructure.

## **C.27 USE OF INFORMATION SYSTEM (IS) RESOURCES**

(a) Contractor Provision of IS Resources Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

(b) Contractor Use of NSWCCD IS Resources

(1) 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.

(2) 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.

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(c) 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 after approval from the 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 NSWCCD firewall.

**C.28 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, 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.29 SKILLS AND TRAINING**

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

**C.30 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.31 SHIPBOARD PROTOCOL**

This tasking may involve platform engineering and fleet support onboard ship. As such, the offeror is reminded of his responsibility to assure that shipboard protocol is stringently followed.

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Specifically, visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship; the contractor is responsible for obtaining and maintaining specialized training (i.e. nuclear awareness, safety, quality control, etc.) and certification (i.e. SUBSAFE certificates etc.); personnel performing on board US Navy Ships must have at least a Secret Security Clearance; if not led by a government representative the contractor is responsible for briefing the ship/command upon arrival; and the contractor is responsible for debriefing the ship/command upon departure to include operational status of the equipment. The Contractor shall ensure its personnel adhere to these requirements when performing shipboard tasking. Compliance shall be reported in the trip report. All assigned personnel must possess at least a SECRET Security Clearance. All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy and procedures.

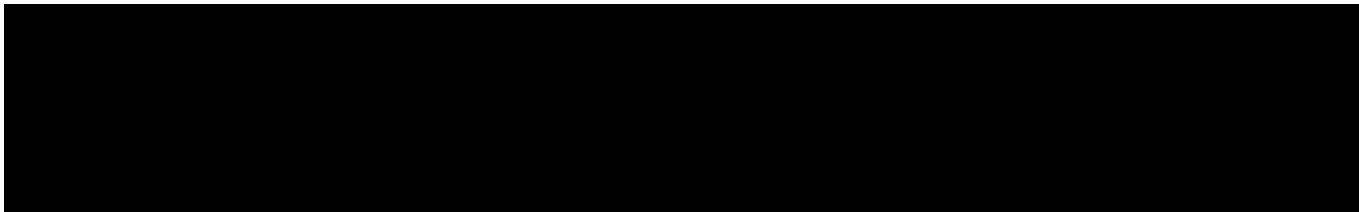
- Alarms – actual or drill shall be reported and procedures appropriately adhered.
- Safety – hardhats, tag-outs, safety shoes, goggles, safety harnesses, etc., as appropriate shall be utilized.
- Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship both pier side and underway.
- Must be able stand; walk; climb stairs; balance; stoop; kneel; crouch or crawl around and lift a maximum of 50 lbs (single person) in the test environment.
- HAZMAT – Bringing hazardous materials aboard, using hazardous materials is strictly prohibited.
- The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

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

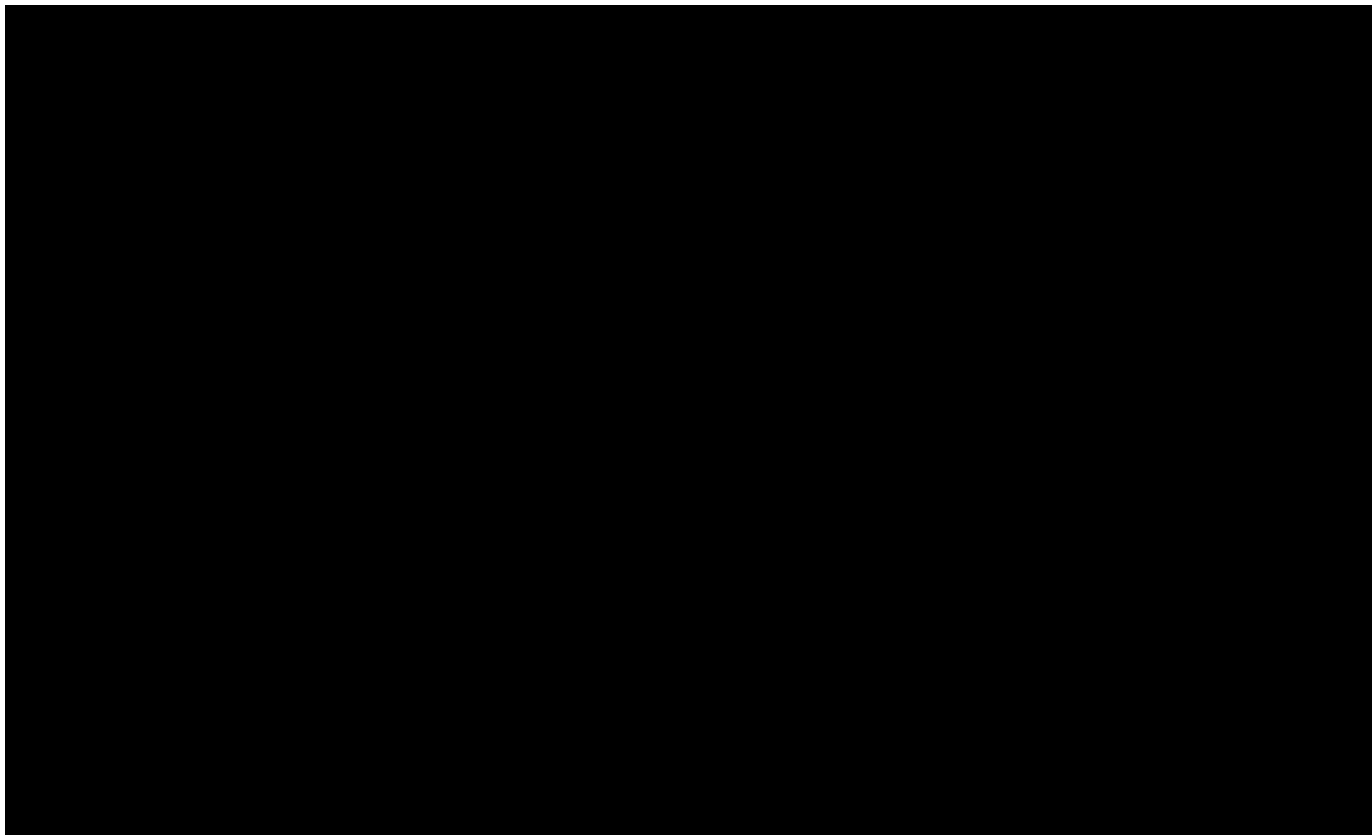
### **C.32 GOVERNMENT FURNISHED SPACE**

Request approval to furnish Government office space to contractor employees in support of W Enterprise CM Contract as listed below:

- a. These contractor employees will occupy Government space while carrying out tasks as described in the PWS. The nature of the contract tasking requires onsite, continuous contractors support. Contractor personnel must have direct access to facilities and equipment at NSWCDD and Land Base Test Site, and must work closely with government personnel on a daily basis. Government furnished space will be provided for contractor employees. Please see below the list below of personnel sitting in Government spaces:



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b. The spaces will be used for technical support in the areas of computer program management, documentation management, and software products management relative to land based test sites and the Aegis Fleet. The Systems Control and Fleet Operation branch technical support includes implementation of processes, life cycle support, and utilization of computer program applications to perform CM, DM, media builds and installations.

c. Contractor employees will have access to Government office resources such as office furnishings, NMCII 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.

d. Contractor employees will be required to work co-located with government employees. With respect to Contractor-Government interaction, the contractor will assume responsibility for supervision of its employees, ensuring that scheduling and instructions originate with Contractor management. Such contractor-initiated supervision will prevent the provision of personal services and assure that contractor personnel are not assigned tasking outside the contractual Performance Work Statement.

(6) The contractor shall adjust the on-site labor mix in coordination with the government.

### **C.33 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

(a) The contractor shall report ALL contractor labor hours (including subcontractor labor hours)

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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.34 HQ C-1-0001 ITEM(S) - 7099-7499 DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

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

#### **C.35 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

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

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

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

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any



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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.36 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.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be

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licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

### **C.37 HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)**

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement - (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document.

Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document.

Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List

(CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DICMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue.

Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be

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provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) – An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MILHDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

- (1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.
- (2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.
- (3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.
- (4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.
- (5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

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(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

### **C.38 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 contract 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 contract, 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 contract may create a potential organizational conflict of interest on the instant contract 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 contract 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 contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

(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

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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 contract and for a period of three years after completion of performance of this contract, 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 contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. 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 contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract 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 contract 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 contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract 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 contract 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

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marketing or selling to the United States Government its product lines in existence on the effective date of this contract; 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 contract.

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

### **C.39 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.40 eCRAFT STANDARD LANGUAGE**

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

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

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information->

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[eCraft-](#) under eCRAFT information. The eCRAFT e-mail address for report submission is: [Ecrafft.nuwc.npt.fct@navy.mil](mailto:Ecrafft.nuwc.npt.fct@navy.mil). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

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

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## **SECTION D PACKAGING AND MARKING**

### **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:

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(Name of Individual Sponsor)

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(Name of Requiring Activity)

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(City and State)

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



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## **SECTION E INSPECTION AND ACCEPTANCE**

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

#### **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.

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

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

### **E.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,

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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**

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

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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

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.

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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 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

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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

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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.

QASP OBJECTIVES			
Assessment Period	Acceptable Performance Definition	Schedule	Incentives
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
<b>I. Task Performance</b>					
Timeliness	Contractor frequently misses deadlines, or is slow or non-responsive to respond to Government requests.	Contractor occasionally misses deadlines, schedules or is slow or occasionally non-responsive to respond to Government requests.	Contractor routinely meets deadlines, schedules, quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivers early and responds immediately to Government requests.	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to Government requests.
Quality	Deliverables are typically not well researched and contain many technical inaccuracies. Rework is frequently required.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally required	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	Contractor provides a mix of qualified and highly qualified personnel.  Lapses in coverage are rare and are successfully managed by the contractor with	Contractor provides highly qualified personnel.  Lapses in coverage are rare and are successfully managed by the contractor with no impact on timeliness or quality.

			<p>impact on timeliness or quality.</p> <p>New/and or substitute resumes submitted IAW contract reqmts.</p> <p>Personnel work products fully consistent with resume qualifications.</p>	<p>no impact on timeliness or quality.</p> <p>New/and or substitute resumes submitted IAW contract reqmts.</p> <p>Personnel work products fully consistent with resume qualifications</p>	<p>New/and or substitute resumes submitted IAW contract reqmts.</p> <p>Personnel work products fully consistent with resume qualifications.</p>
III. Customer Satisfaction	Fails to meet customer expectations	Contractor occasionally fails to meet customer expectations.	Meets customer expectations.	Routinely meets or occasionally exceeds customer expectations.	Exceeds customer expectations.
IV. Management Performance & Problem Resolution					
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	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally	Contractor's management takes proactive approach in dealing with Government representatives and

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

### E.3.9 AWARD TERM PLAN

#### 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

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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.

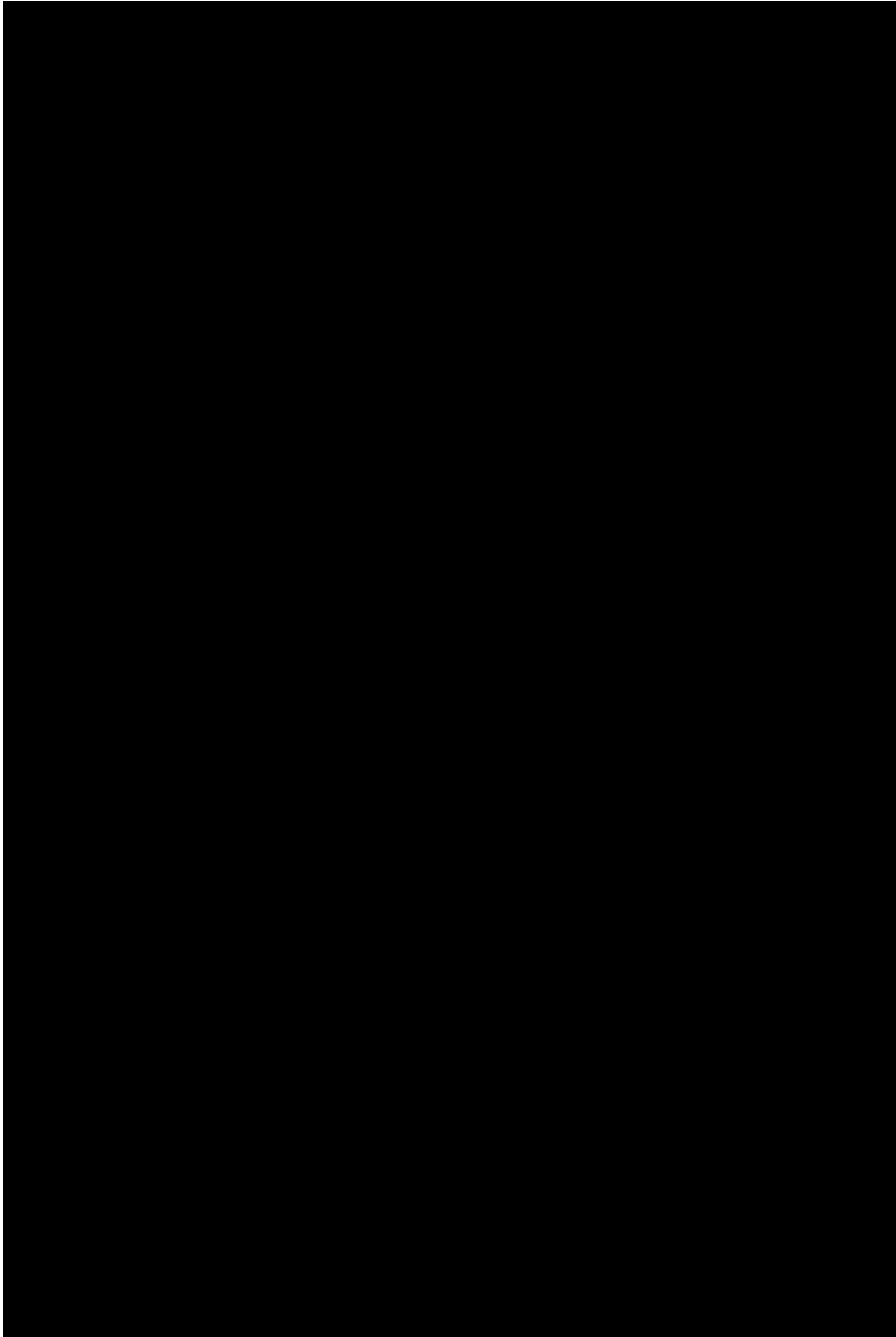
d. End-of-Period Evaluations. The "end of period" evaluation to determine whether the first award term (CLIN 7300) will be awarded shall occur in Option 2 in accordance with the schedule in paragraph E.3.5 of the QASP. The "end of period" evaluation for the second award term (CLIN 7400) shall also be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

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**SECTION F DELIVERABLES OR PERFORMANCE**































































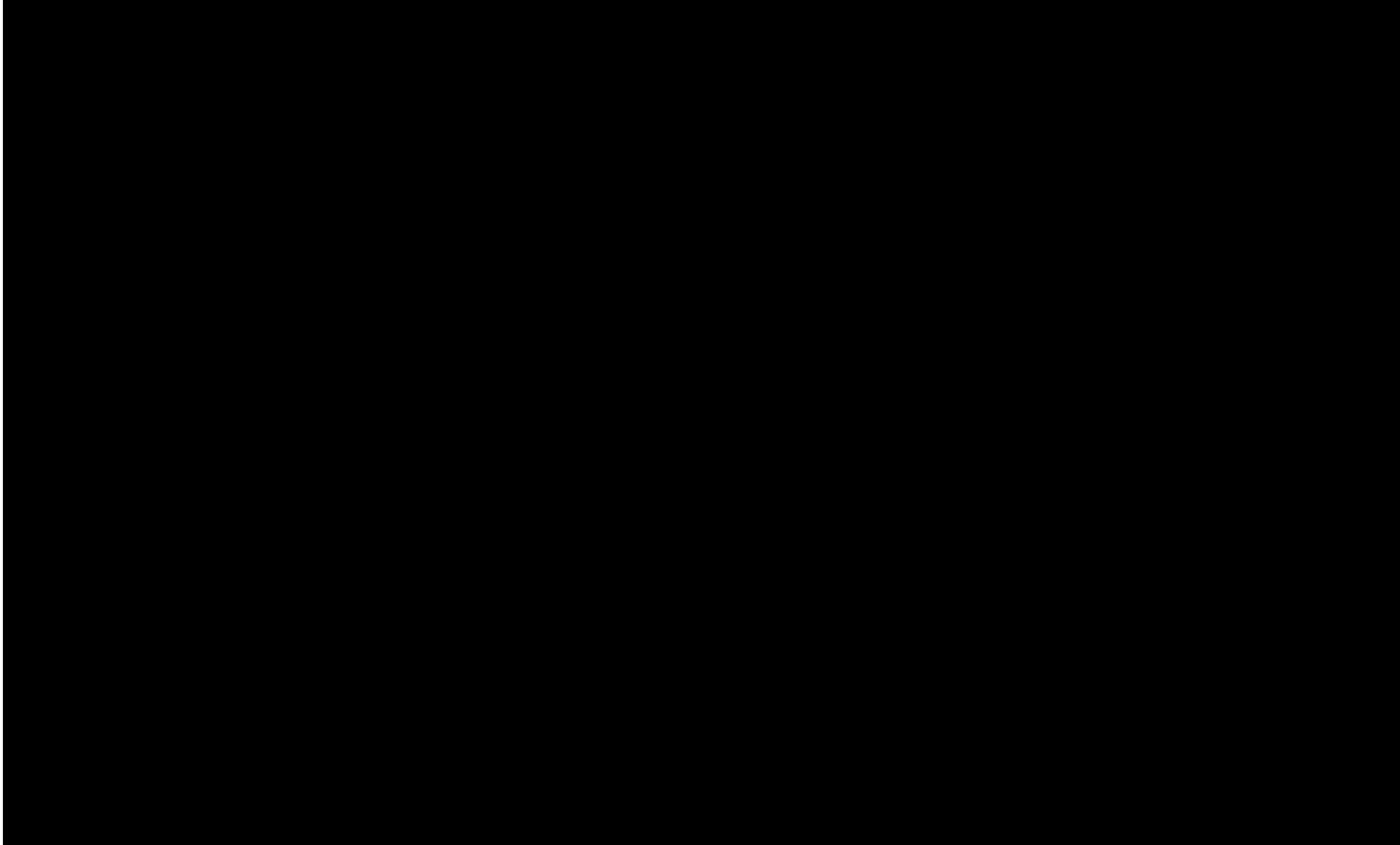








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All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G.1 ACCOUNTING DATA**

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, 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 SPECIAL INVOICE INSTRUCTIONS**

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

### **G.3 PAYMENT INSTRUCTIONS**

The following payment instruction applies only to CLINs 7001 and 9001:

In accordance with (DFARS) PGI 204.7108 "Line item specific: Single Funding"(d) The following payment instructions apply to this task order:

Per DFARS 252.204-0001 Line Item Specific: Single Funding. (SEP 2009) - The payment office shall make payment using the ACRN funding of the line item being billed. We need to ensure ACRN designated in a SLIN only pays for work in area designated by the SLIN.

The following payment instruction applies CLINS 7002 and 9002:

In accordance with (DFARS) PGI 204.7108 Payment Instructions, Line item specific: contracting officer specified ACRN order. If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction:

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item ACRN Order

7002 Pay from ACRN cited on Invoice

9002 Pay from ACRN cited on Invoice

The following payment instruction applies to all other CLINS:

In accordance with (DFARS) PGI 204.7108 Payment Instructions, Line item specific: proration. If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN, insert the following:

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252.204-0006 Line Item Specific: Proration. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

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

(b) The Payment Office shall make payment using the ACRN funding of the line item being billed.

Note: The Government may change the Payment Instruction.

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

Procuring Contracting Officer (PCO):

[REDACTED]

(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:

[REDACTED]

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

Administrative Contracting Officer (ACO):

(a) Name: DCMA Manassas

Code: S2404A

Address: 14501 George Carter Way  
Chantilly, VA 20151

(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.

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Contracting Officers Representative (COR):

[REDACTED]

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

Alternate Contracting Officers Representative (ACOR):

(a) Name:  
Code:  
Address: TBD  
Phone:  
FAX:  
E-mail:

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

Subject Matter Experts:

The SME is the COR's subject matter expert for specific work areas as described in the QASP in Section E. SMEs will be identified at the Technical Instruction level.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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



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(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\*

Field Name in WAWF	Data to be entered in WAWF
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)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	TBD
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

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activity's WAWF point of contact: DLGR\_NSWC\_WAWF@navy.mil.

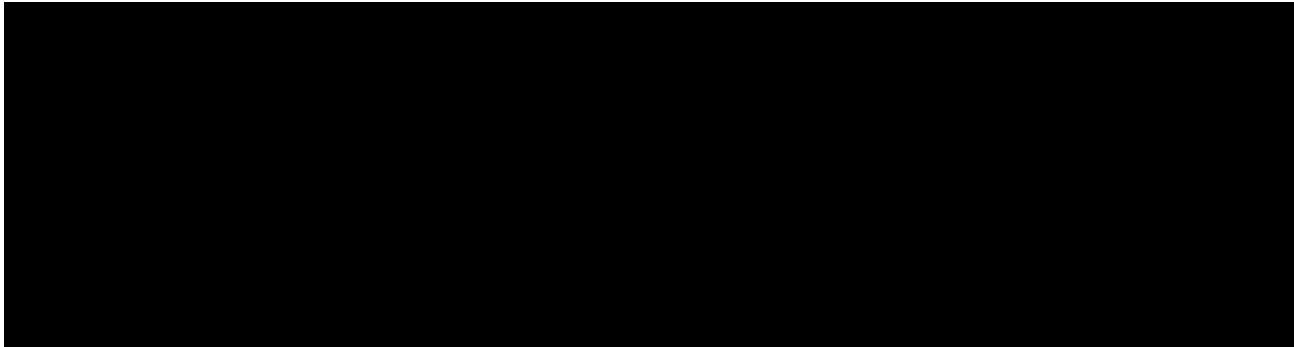
(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

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

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

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

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



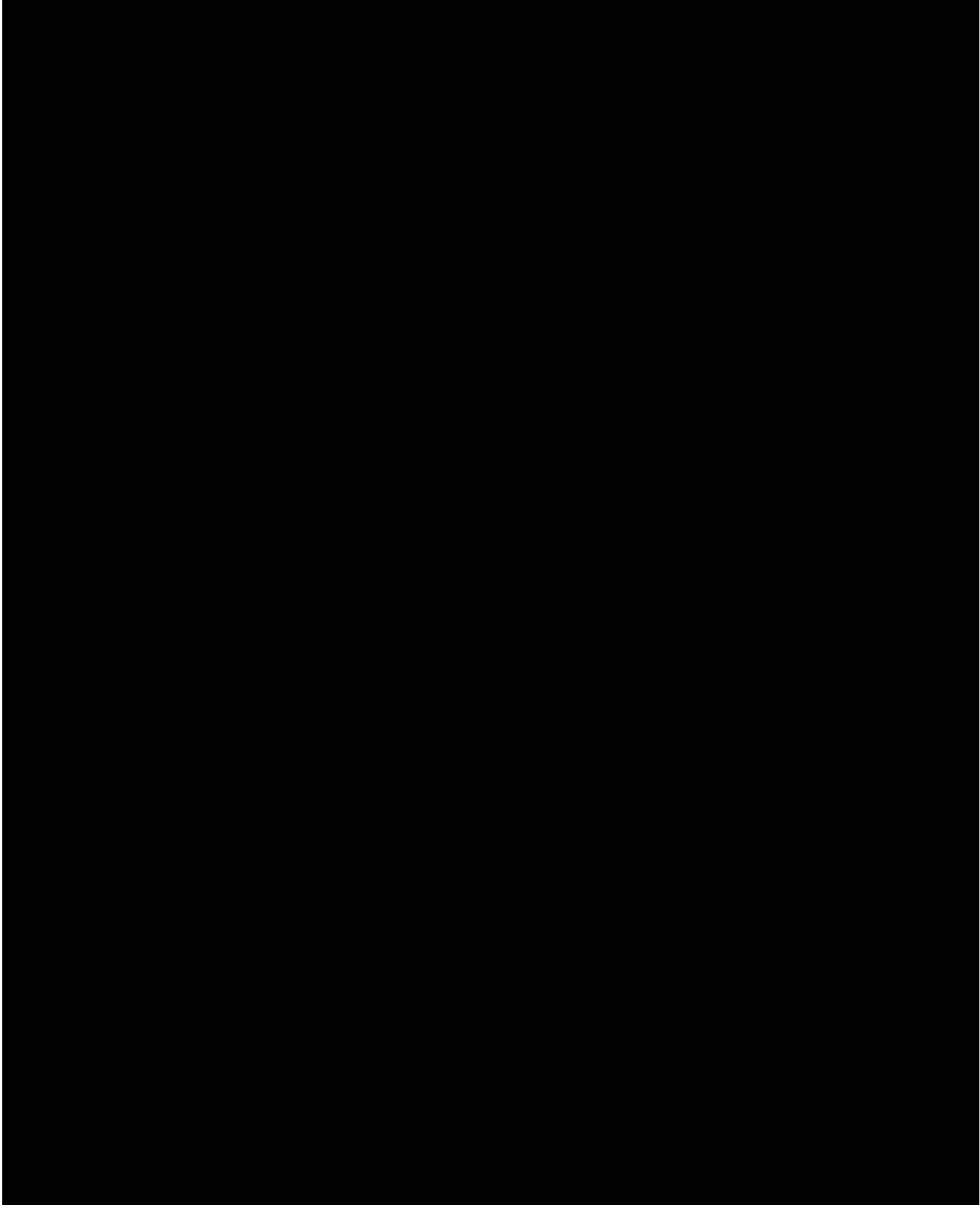
#### **G.8 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

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

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their

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charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

























































































































































































































































































































































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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### Note 1: Definitions for Desired Qualifications

(a) General Qualifications – General experience includes work experience in the Configuration Management (CM)/Data Management (DM) disciplines to include: CM Planning, Configuration Identification, Configuration Control, Configuration Status Accounting, Configuration Verification and Audits, or DM, as it applies to the accomplishment of the technical objectives of the PWS.

(b) Specialized Experience – Is defined as those experiences necessary to successfully support the area of the task order PWS proposed. Specialized experience requirements will differ depending upon the section of the PWS being supported. Offerors shall describe the specialized experience unique to each employee and match it to the section of the contract performance work statement that the individual will support.

Specialized experience includes work experience in any of the following specific areas of CM/DM as applied to system engineering processes for U.S. Government and DOD systems, combat systems, system of systems, emerging capabilities, and information technology:

-- CM Planning: Development of CM Programs, author CM Plans and standard operating procedures, determine appropriate and effective CM strategies, development of metrics to improve CM processes, enterprise CM initiatives, generate and present technical briefs, leadership and execution of CM Program

- Configuration Identification: Process nomenclature requests in accordance with DOD requirements, define product structure and nomenclature requirements, develop software versioning schema, develop identification procedures for Commercial-Off-The-Shelf (COTS)/Non-Developmental Items (NDI), establish and maintain baselines. Participate in development of system and subsystem specifications including the management of requirements and traceability.

-- Configuration Control: Develop processes for configuration control, relationships between changes and configuration items, priority and approval requirements, impact assessments, alignment of program CM processes with Navy Modernization process, maintaining configuration control of interfaces, documentation control, management of review and assessment process for changes, coordination of changes across an enterprise

-- Configuration Status Accounting: Requirements for and reporting of configuration status accounting of system/ship configuration, development of requirements for CM tools, produce material for configuration control boards, development and delivery of training for tools and status accounting processes

-- Configuration Verification and Audits: Development of plans, tools and reporting of functional and physical configuration audits, ship/system/test facility configurations. Resolution of findings. Participation in audits.

-- Data Management: Define document review process, DM strategies and plans, identify reporting periodicity, requirements for sharing of data between tools, workflow development and implementation, procedures to maintain data integrity and validate accuracy and timeliness of data

-- Release Management: Experience producing media labels, transmittals, software version description documents, reproducing media, access control management, coordination of delivery to end user, verification of technical data, author Configuration Control Board Directives

### H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

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To perform the requirements of the Performance Work Statement (PWS), the Government desires Key Personnel with the appropriate experience and professional qualifications. Key Personnel qualification levels are considered to be **desired** for those individuals whose resumes are submitted for evaluation with the proposal. All individuals performing under the key personnel labor categories are considered key. Resumes for any replacement of key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled 5252.237-9106 - Substitution of Personnel. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed.

## **H.2 KEY PERSONNEL – DESIRED QUALIFICATIONS**

### **PROGRAM MANAGER**

- A Bachelor's degree
- Fifteen (15) years combined general and specialized experience in Configuration and Data Management
- Within the 15 years stated above, eight (8) years of specialized experience in one or more specific areas of CM/DM as applied to system engineering processes for U.S. Government and DOD systems, combat systems, system of systems, emerging capabilities, and information technology systems.
- Five (5) years DoD contract management experience.
- Experience managing multiple projects simultaneously.
- Experience in financial planning and reporting and status reporting, project planning, developing business strategy, risk identification and mitigation, quality management, cost estimation and contract management.

### **PROJECT MANAGER**

- A Bachelor's degree
- Fifteen (15) years of combined general and specialized experience in Configuration and Data Management.
- Within the 15 years stated above, eight (8) years of specialized experience in one or more specific areas of CM/DM as applied to system engineering processes for U.S. Government and DOD systems, combat systems, system of systems, emerging capabilities, and information technology systems.
- Five (5) years of experience in leading and supervising personnel for a CM program.
- Experience in all aspects of project performance to include technical, cost, and schedule.
- Experience providing technical direction to all project activities and personnel, including formulating and enforcing work standards, assigning project schedules, reviewing work, supervising project personnel and communicating policies and organizational goals and objectives to all project personnel.

### **SENIOR ANALYST**

- A Bachelor's degree
- Ten (10) years of general Configuration and Data Management experience, to include at least five

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(5) years of specialized experience in one or more specific areas of CM/DM as applied to system engineering processes for U.S. Government and DoD systems, combat systems, system of systems, emerging capabilities, and information technology systems.

- Experience with Configuration Management Planning, Configuration Identification, Configuration Control, Configuration Status Accounting, Configuration Verification and Audits, or Data Management

#### SENIOR SPECIALIST

- Ten (10) years of general Configuration and Data Management experience, to include at least five (5) years of specialized experience in one or more specific areas of CM/DM as applied to system engineering processes for U.S. Government and DoD systems, combat systems, system of systems, emerging capabilities, and information technology.

### H.3 NON-KEY PERSONNEL – 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.

#### MID-LEVEL ANALYST

- A Bachelor's degree
- Seven (7) years of general Configuration and Data Management experience, to include at least four (4) years of specialized experience in one or more specific areas of CM/DM as applied to system engineering processes for U.S. Government and DOD systems, combat systems, system of systems, emerging capabilities, and information technology systems.
- Experience with Configuration Management Planning, Configuration Identification, Configuration Control, Configuration Status Accounting, Configuration Verification and Audits, or Data Management.

#### JR. ANALYST

- A Bachelor's degree.
- Four (4) years of general Configuration and Data Management experience, to include at least two (2) years of specialized experience in one or more specific areas of CM/DM as applied to system engineering processes for U.S. Government and DOD systems, combat systems, system of systems, emerging capabilities, and information technology systems. Experience with Configuration Management Planning, Configuration Identification, Configuration Control, Configuration Status Accounting, Configuration Verification and Audits, or Data Management.

#### SPECIALIST

- Seven (7) years of general Configuration and Data Management experience, to include at least four (4) years of specialized experience in local/wide area networks, workstation/personal computer installation and maintenance, and/or operation of application software.

#### JR. SPECIALIST

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- Four (4) years of general Configuration and Data Management experience, to include at least two (2) years of specialized experience in local/wide area networks, workstation/personal computer installation and maintenance, and/or operation of application software.

#### TECHNICAL EDITOR/DOCUMENT SPECIALIST

- Five (5) years of experience in use of computer generated documentation with experience in use of MS Office, to include at least two (2) years of experience in technical publications of Navy/DoD/Joint R&D programs.

#### **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.

#### **H.6 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.7 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data

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Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYDH-40010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

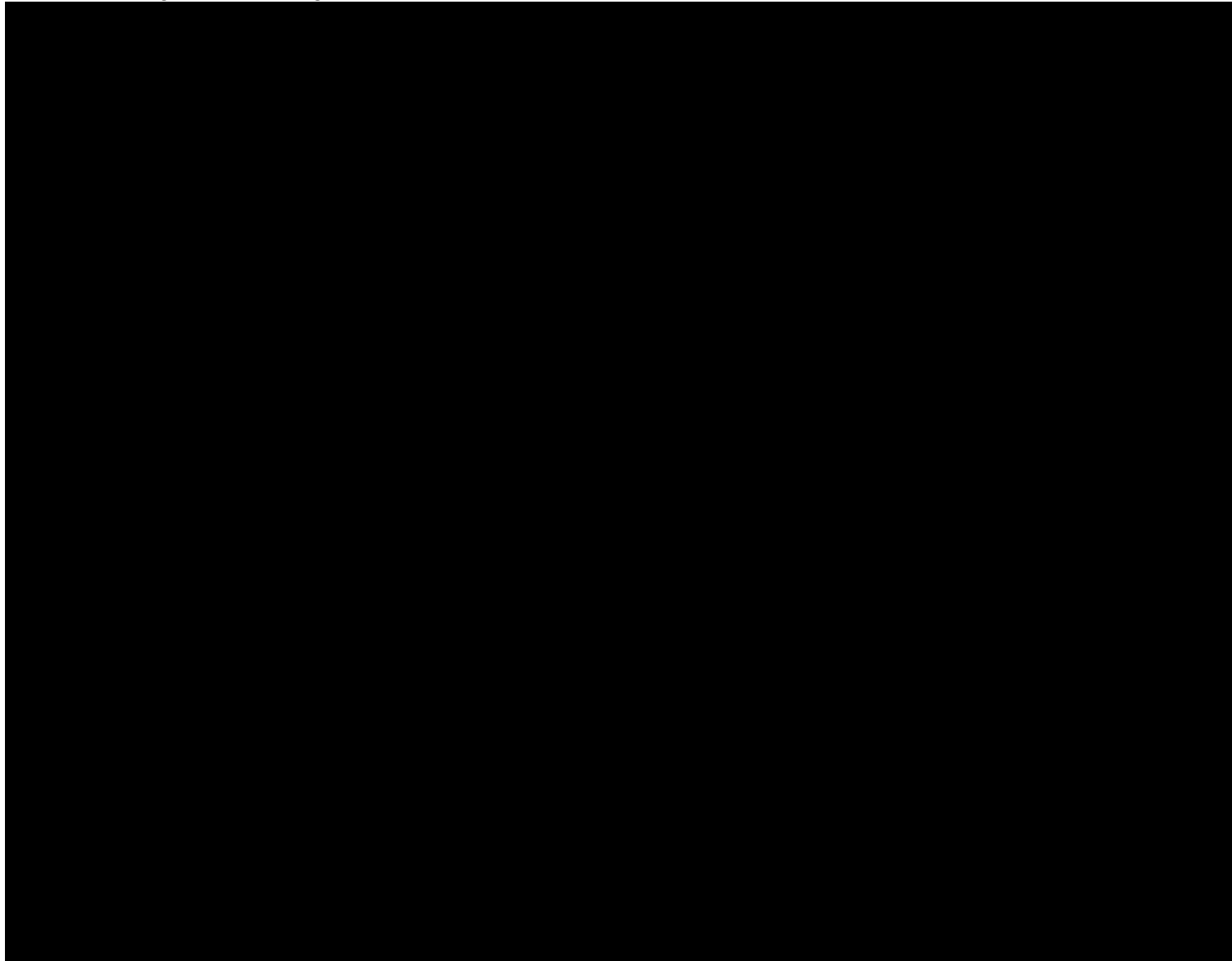
(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000  
Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

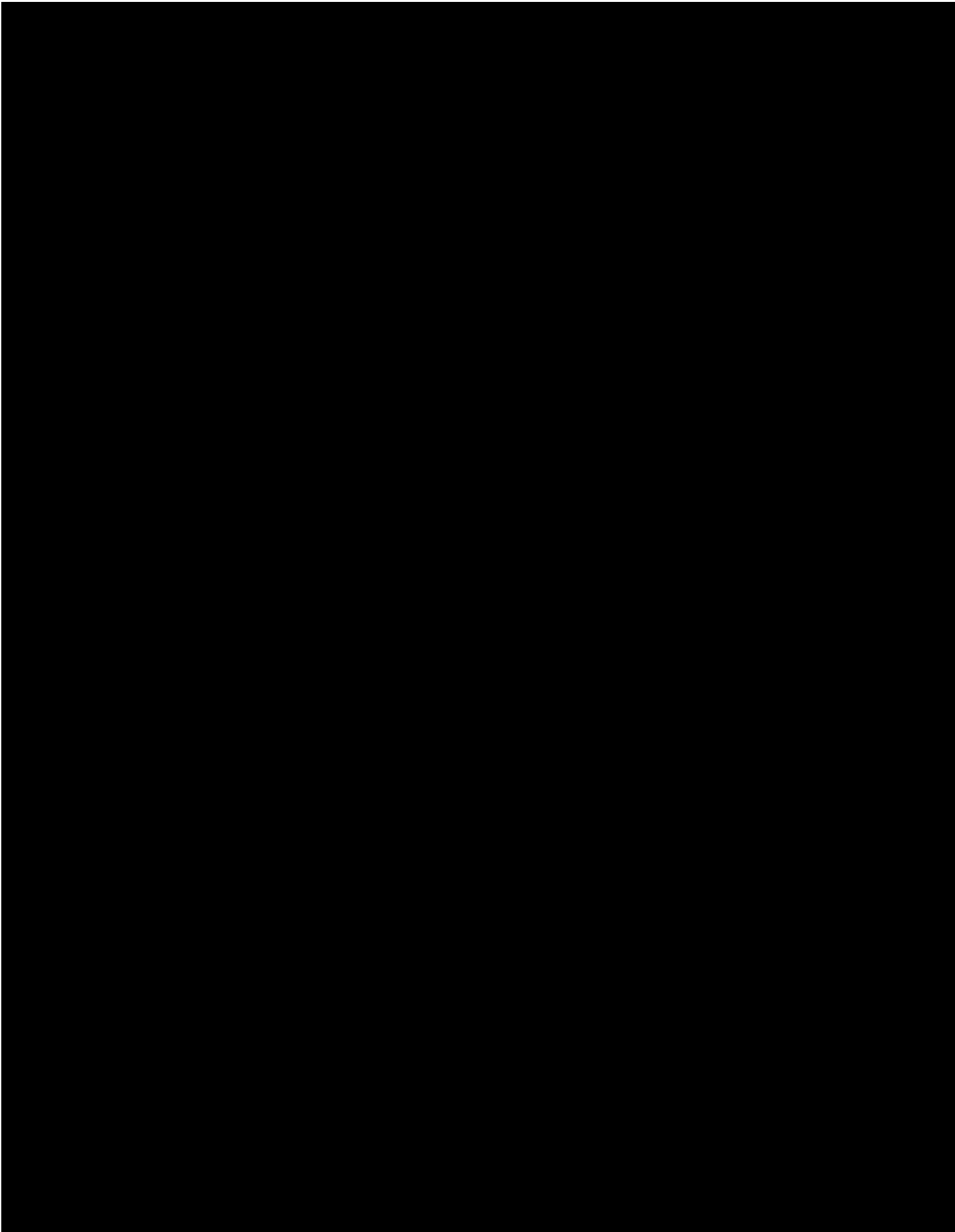
## **H.8 FUNDING PROFILE**

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





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travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be

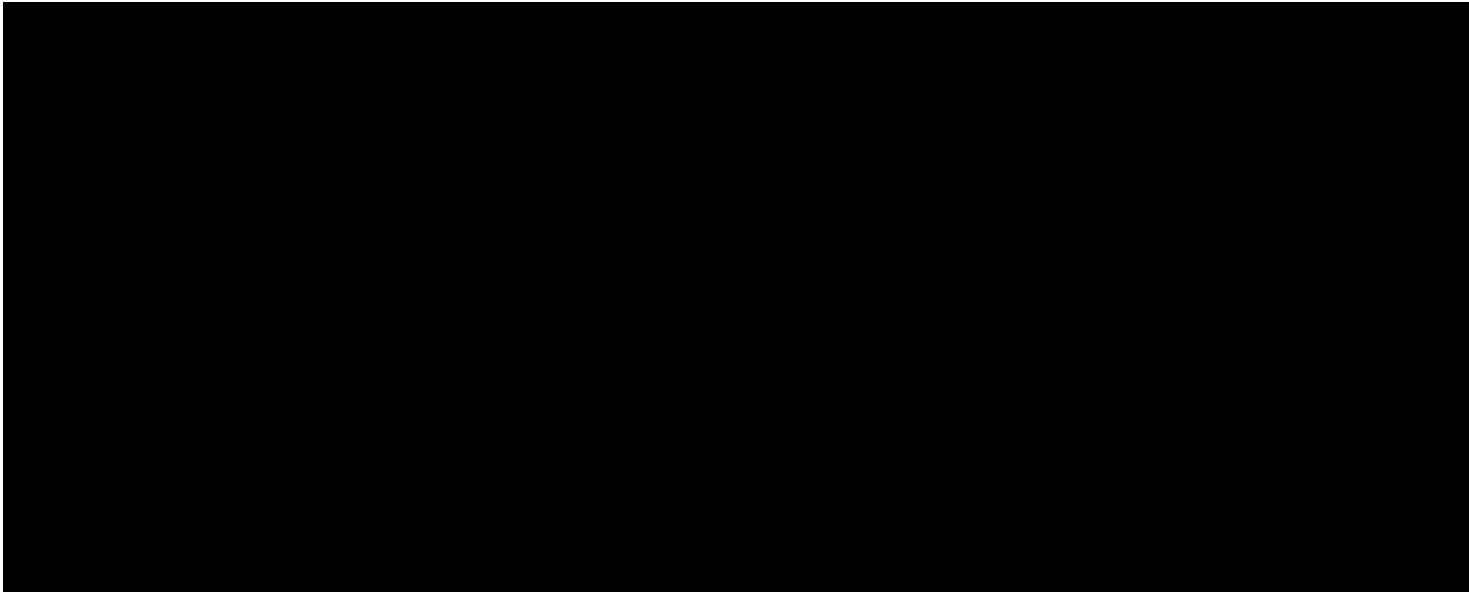


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prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

## **H.11 SAVINGS INITIATIVES**



## **H.12 RESUME FORMAT AND CONTENT REQUIREMENTS**

In order to facilitate evaluation, all resumes shall be provided in the following format:

(a) **HEADER**

Complete Name

Current Employer

Task Order Labor Category

Contractor Labor Category

Percentage of time to be allocated to this effort upon award of this Task Order

Current security clearance level per JPAS (identify if interim or final)

Current work location

Planned work location upon award of this Task Order

Note 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.

(b) **EDUCATION/PROFESSIONAL DEVELOPMENT** – Show any degrees, honors, publications, professional

licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and will impact the offeror's qualifications to perform under the Task Order. For education and training, the following format is preferred:

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

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

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

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE

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

ii. 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. 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. Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information. 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 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. Gaps in experience shall be avoided. Certification of correctness of information signed and dated by both the person named and the Offeror.

The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Task Order N00178-04-D-4127-0013 and intend to make myself available to work under any resultant contract to the extent proposed."

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Employee Signature and Date Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered.

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.13 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:

**See Attachment J.12 Government Furnished Property**

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In addition to the terms set forth elsewhere in the contract, the contractor may earn an extension or reduction to the contract period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. If scores are very good during Year 2, the contractor earns Year 4; if scores are very good in Year 3, the contractor earns Year 5. In Year 5, the contractor must earn a score of "excellent" in order for the contract period to be extended beyond Year 5. Consistent scores of "excellent" during succeeding years earn contract period extensions up to a maximum of 10 years. The contract period may also be reduced on the basis of the contractor's performance against the stated performance parameters. Points are awarded or deducted during each year of the contract on the basis of how the contractor has performed against the predetermined criteria. The contract period is then extended or reduced to reflect this assessment.

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond the base period of performance for superior performance or reduction of the contract period of performance because of poor performance. (b) Term Points. Positive or negative points are accumulated during each evaluation period on the basis of the contractor's performance. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, and an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. (c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the ATRB. The ATRB recommends an award term to the TDO, who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period. (d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan. (e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect. (f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 25 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period. (g) Disputes. Decisions regarding the award term, including—but not limited to—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 TDO. These decisions are final and are not subject to dispute. (h) Award-Term Extension. The contract period may be modified to reflect the TDO 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 TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

#### **H.14 eCRAFT LABOR CATEGORY CROSSWALK**

The Contractor shall utilize the below Labor Categories as part of the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) report submittal in accordance with C.40. This table identifies the Task Order Labor Category, as well as, the corresponding eCRAFT Labor Category for reporting purposes.

<b>Contract Labor Category (current title)</b>	<b>eCRAFT Labor Category Title</b>
Program Manager	MANAGER, PROGRAM/PROJECT I ----- MANP1
Project Manager	MANAGER, PROGRAM/PROJECT I ----- MANP1
Senior Analyst	SPECIALIST, CONFIGURATION MGMT III ----- SCM3
Senior Specialist	SPECIALIST, CONFIGURATION MGMT III ----- SCM3

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Mid-Level Analyst	SPECIALIST, CONFIGURATION MGMT II ----- SCM2
Junior Analyst	SPECIALIST, CONFIGURATION MGMT I ----- SCM1
Specialist	SPECIALIST, CONFIGURATION MGMT II ----- SCM2
Junior Specialist	SPECIALIST, CONFIGURATION MGMT I ----- SCM1
Technical Editor/Documentation Specialist	TECHNICAL WRITER I ----- 30461
Administrative Support	ADMINISTRATIVE ASSISTANT ----- 01020

## SECTION I CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest (DEC 2011)
52.204-6	Data Universal Numbering System Number (APR 2008)
52.204-8	Annual Representations and Certification (FEB 2009)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-12	Data Universal Numbering System Numbering Maintenance (DEC 2012)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (OCT 2010)
52.223.18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
252.204-7000	Disclosure of Information (DEC 1991)
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003)

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

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

### I.2 CLAUSES INCORPORATED BY FULL TEXT

#### I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

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

ITEM(s)	Latest Option Exercise Date
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

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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.

### **I.3 52.216-10 INCENTIVE FEE (June 2011)**

(Applicable to CLIN 7000; and, if exercised, CLIN 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 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.

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(e)(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;

(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

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with this clause.

#### **I.4 52.243-7 NOTIFICATION OF CHANGES (Apr 1984)**

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless



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

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

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

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

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

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

## **I.5 AWARD TERM CLAUSE**

In addition to the terms set forth elsewhere in the contract, and as provided in the QASP, the

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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 for four of the seven major elements and not less than Satisfactory for the remaining three major elements, the contractor earns Year 4 (Award Term 3); if performance is evaluated as Very Good for four of the seven major elements and not less than Satisfactory for the remaining three major elements in Year 4, the contractor earns Year 5 (Award Term 4). One of the four major elements that the contractor must achieve a Very Good in shall be "Task Performance."

(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 PCO together with a recommendation regarding awarding of the Award Term period. 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 QASP.

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

(e) Self-Evaluation. The contractor will submit a written self-evaluation of its performance for that period in accordance with the schedule in the QASP. 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, including—but not limited to—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-e 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.

#### **I.6 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003)**

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

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

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

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

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

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - Contract Data Requirements List (CDRL) DD 1423 dated

Att. J.1 -DD254\_Contract\_Security\_Classification\_Specification\_dated\_25MAR15

Att. J.2 - COR Appointment - Updated in Mod 76

Att. J.3 GFP\_ List

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