| | | | 1. CONTRACT ID CODE | | | E OF PAGES | |
|---|------------------------------------|---|---------------------|--|------------|---------------|-----------------------|
| AMENDMENT OF SOLICITATION | | | | U | | 1 | 3 |
| 2. AMENDMENT/MODIFICATION NO. 48 | 3. EFFECTIVE DATE 21-Sep-2016 | | | URCHASE REQ. NO. 1300595342 | | N | (If applicable) /A |
| 6. ISSUED BY CODE | N00178 | 7. ADMINISTERED BY (If other than Item 6) CODE S2404/ | | | | | |
| NSWC, DAHLGREN DIVISION | | DC | СМА | Manassas | | | SCD: C |
| 17632 Dahlgren Road Suite 157 | | 14 | 501 | George Carter Way, 2nd Floo | r | | |
| Dahlgren VA 22448-5110 | | Ch | nanti | lly VA 20151 | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (| No., street, county, State, and Zi | o Code) | | 9A. AMENDMENT OF SOLICITAT | ION NO. | | |
| Southeastern Computer Consulta | ints, Inc. | | | | | | |
| 5166 Potomac Drive Suite 400 | | | | | | | |
| King George VA 22485-5824 | | | | 9B. DATED (SEE ITEM 11) | | | |
| | | | | | | | |
| | | | | 10A. MODIFICATION OF CONTRA | ACT/ORD | ER NO. | |
| | | [| [X] | | • | | |
| | | | | N00178-04-D-4127-000 10B. DATED (SEE ITEM 13) | 8 | | |
| CAGE 1W582 FAC | LITY CODE | | | , , , | | | |
| CODE | | | | 28-Sep-2012 | | | |
| 11. | THIS ITEM ONLY APPL | IES TO AMEI | NDN | ENTS OF SOLICITATIONS | | | |
| []The above numbered solicitation is amend | | | | | | is not extend | ded. |
| Offers must acknowledge receipt of this amendr (a) By completing Items 8 and 15, and returning | | | | | | | ed: or (c) Bv |
| separate letter or telegram which includes a refe | erence to the solicitation and am | endment number | s. FA | ILURE OF YOUR ACKNOWLEDGEME | INT TO E | BE RECEIVE | ED AT THE |
| PLACE DESIGNATED FOR THE RECEIPT OF amendment you desire to change an offer alread | | | | | | | |
| and this amendment, and is received prior to the 12. ACCOUNTING AND APPROPRIATION DAT | | ed. | | | | | |
| | , | ECTION G | | | | | |
| | | | | | | | |
| | | | | NS OF CONTRACTS/ORDER | RS, | | |
| | | | | S DESCRIBED IN ITEM 14. | E IN THE | E CONTRAC | T ORDER NO. IN |
| () ITEM 10A. | | | | | | | |
| | | | | | | | |
| date, etc.)SET FORTH IN ITEM 14, F | | | | NISTRATIVE CHANGES (such as cha | nges in p | paying office | , appropriation |
| [] C. THIS SUPPLEMENTAL AGREEM | IENT IS ENTERED INTO PURS | SUANT TO AUTH | IORIT | Y OF: | | | |
| [X] D. OTHER (Specify type of modifica | tion and authority) | | | | | | |
| [X] D. OTHER (Specify type of modifica FAR 52.232-22 | ion and admonty) | | | | | | |
| E. IMPORTANT: Contractor [X] is not, [|] is required to sign this docu | | | ppies to the issuing office. | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFIC/ SEE PAGE 2 | ATION (Organized by UCF secti | on headings, incl | luding | solicitation/contract subject matter wh | nere feas | sible) | |
| | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or p | rint) | 16A. NAME AN | ID TIT | LE OF CONTRACTING OFFICER (Typ | e or print | t) | |
| | | | | | | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | | | allace-Taylor, Contracting Off | licer | 160 | DATE SIGNED |
| | 100. DATE DIGINED | | | | | 100. | |
| (Cignoture of powers puttering days) | | BY /s/Rola | | Y Wallace-Taylor | | 21-S | ep-2016 |
| (Signature of person authorized to sign) NSN 7540-01-152-8070 | | 30-105 | (5 | Signature of Contracting Officer) STANDARD | FORM | 30 (Rev 10. | -83) |
| PREVIOUS EDITION UNUSABLE | | ~~ | | Prescribed by | GSA | | , |
| | | | | FAR (48 CFR) | 53.243 | | |

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
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GENERAL INFORMATION

The purpose of this modification is to add funding to SLIN 7200 creating SLIN 7200AT, and to SLIN 9200 creating SLIN 9200AL. The mod also updates the Funding Profile and Allotment of Funds charges found in Section H.

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

The Line of Accounting information is hereby changed as follows:

7200AM:

```
From: CJ 1761804 8VBP 251 WS020 0 050120 2D 000000 A00003259574
To: CK 1761804 8VBP 251 WS020 0 050120 2D 000000 A00003259574
```

The total amount of funds obligated to the task is hereby increased from \$12,532,488.30 by \$41,000.00 to \$12,573,488.30.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|-----------|-----------|-----------|
| 7200AT | OPN | 0.00 | 36,000.00 | 36,000.00 |
| 9200AL | OPN | 0.00 | 5,000.00 | 5,000.00 |

The total value of the order is hereby increased from \$14,481,977.00 by \$0.00 to \$14,481,977.00.

| CLIN/SLIN | From (\$) | By (\$) | To (\$) |
|-----------|--------------|-------------|--------------|
| 7200AA | 85,172.39 | (36,000.00) | 49,172.39 |
| 7200AT | 0.00 | 36,000.00 | 36,000.00 |
| 9200AA | 1,681,164.00 | (5,000.00) | 1,676,164.00 |
| 9200AL | 0.00 | 5,000.00 | 5,000.00 |

The Period of Performance of the following line items is hereby changed as follows:

| CLIN/SLIN | From | То |
|-----------|------|-----------------------|
| 7200AT | | 9/21/2016 - 9/27/2016 |
| 9200AL | | 9/21/2016 - 9/27/2016 |

DISTRIBUTION:

Contractor:

- COR:
- ACOR

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
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ACO:

AID #144509

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. | Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|------|------|-----------|----------------|
| 4000 | U008 | Base Period, 28 September 2012 - 27 September 2013, Training Tools support for the CSCS in accordance with Section C, PWS. (Fund Type - TBD) | - | | | | | \$2,567,888.47 |
| 400001 | U008 | Award CSCS Training Tools \$1,000,000, Mod 7: realign 15k from labor to ODC, new total 985000. Mod 08: Replaced 15k, new total 1000000. mod 35 realigned \$7700 from labor to ODC. New SLIN total is \$992,300 (O&MN,N) | | | | | | |
| 400002 | U008 | Award CSCS Training Tools \$145,000 (RDT&E) | | | | | | |
| 400003 | U008 | Award CSCS Training Tools \$480,000. Mod 9: Moved 15k to CLIN 60001 (O&MN,N) | | | | | | |
| 400004 | U008 | Award CSCS Training Tools \$400,000, Mod 6 add 25k; Mod 15 deobligate \$15,000 (RDT&E) | | | | | | |
| 400005 | U008 | CSCS Training Tools Labor Funding \$60,000 (RDT&E) | | | | | | |
| 400006 | U008 | CSCS Training Tools Labor Funding \$110,000; Mod 15 deobligate \$7,000 (RDDA) | | | | | | |
| 400007 | U008 | CSCS Training Tools Labor Funding \$445,000; Realign \$5,000 to ODCs (AF); Mod 15 deobligate \$18,000 (RDDA) | | | | | | |
| 400008 | U008 | CSCS Training Tools Labor Funding \$53,403 (RDT&E) | | | | | | |
| 400009 | U008 | CSCS Training Tools Labor Funding \$90,902; Mod 15 deobligate \$31,000 (RDT&E) | | | | | | |
| 4100 | U008 | Option Period I 28 September 2013 - 27 September 2014, Training Tools support for the CSCS in accordance with Section C, PWS. (Fund Type - TBD) | - | | | | | \$3,077,575.22 |
| 410001 | U008 | MOD 08 - ACRN AJ - \$80,000; MOD 20 added \$6,162 from 61001-AJ | | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cos | st | Fixed Fee | CPFF |
|--------|------|---|-----|------|----------|----|-----------|------|
| | | (RDT&E) | | | | | | |
| 410002 | U008 | MOD 08 - ACRN AK - \$340,000; MOD 20 added \$19,000 from 610002-AK (OPN) | | | | | | |
| 410003 | U008 | MOD 08 - ACRN AL - \$241,167.75 (Fund Type - OTHER) | | | | | | |
| 410004 | U008 | MOD 08 - ACRN AM - \$275,000; MOD 20 added \$5,000 from SLIN 610004-AM (O&MN,N) | | | | | | |
| 410005 | U008 | MOD 08 - ACRN AN - \$57,000 (RDT&E) | | | | | | |
| 410006 | U008 | MOD 08 - ACRN AP - \$17,000 (RDT&E) | | | | | | |
| 410007 | U008 | MOD 10 - ACRN AQ - \$285,000 (RDT&E) | | | | | | |
| 410008 | U008 | MOD 10 - ACRN AR - \$80,000 (RDT&E) | | | | | | |
| 410009 | U008 | MOD 12 - ACRN AS - \$190,000; MOD 16 PLUS UP \$294,843; MOD 20 added \$14,838 from SLIN 610009-AS (O&MN,N) | | | | | | |
| 410010 | U008 | MOD 12 - ACRN AS - \$275,172; MOD 20 added \$15,000 from SLIN 610010-AS (O&MN,N) | | | | | | |
| 410011 | U008 | MOD 12 - ACRN AT - \$11203 (RDT&E) | | | | | | |
| 410012 | U008 | MOD 13 - ACRN AU - \$270,172; MOD 20 added \$20,000 from SLIN 610012-AU (O&MN,N) | | | | | | |
| 410013 | U008 | MOD 14 - ACRN AV - \$203,328 (RDT&E) | | | | | | |
| 410014 | U008 | MOD 14 - ACRN AW - \$57,625 (RDT&E) | | | | | | |
| 410015 | U008 | MOD 14 - ACRN AX - \$54,718 (RDT&E) | | | | | | |
| 410016 | U008 | MOD 16 - ACRN AY - \$3,015 (OPN) | | | | | | |
| 410017 | U008 | MOD 17 - ACRN AZ - \$10,000 (RDT&E) | | | | | | |
| 410018 | U008 | MOD 17 - ACRN BA - \$75,000 (RDT&E) | | | | | | |
| 410019 | U008 | MOD 17 - ACRN BB - \$20,000 (RDT&E) | | | | | | |
| 410020 | U008 | MOD 17 - ACRN BC - \$150,000 (O&MN,N) | | | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. | Cost | Fixed | Fee | C | PFF |
|---------|-------|--|----------|--------|-------|------------|-------|-------|-----|-------------|
| 410021 | U008 | MOD 18 - ACRN BD - \$86,000 (O&MN,N) | | | | | | | | |
| 410022 | U008 | MOD 18 - ACRN BE - \$13,182; MOD 19 DEOBLIGATE \$13,182 FUNDING WAS FOR OPTION 2 (RDT&E) | | | | | | | | |
| 410023 | U008 | MOD 18 - ACRN BF - \$450,000; 2410(a) Authority is hereby invoked; MOD 19 DEOBLIGATE \$450,000 FUNDING WAS FOR OPTION 2 (O&MN,N) | | | | | | | | |
| 410024 | U008 | MOD 18 - ACRN BA - \$15,000; MOD 19 DEOBLIGATE \$15,000 FUNDING WAS FOR OPTION 2 (RDT&E) | | | | | | | | |
| 410025 | U008 | MOD 18 - ACRN AZ - \$4,083; MOD 19 \$4,083 FUNDING WAS FOR OPTION 2 (RDT&E) | | | | | | | | |
| 410026 | U008 | MOD 18 - ACRN BB - \$15,942; MOD 19 DEOBLIGATE \$15,942 FUNDING WAS FOR OPTION 2 (RDT&E) | | | | | | | | |
| For ODC | C Ite | ns: | | | | | | | | |
| Item | PSC | Supplies/Services | | | | | Q | ty Ui | nit | Est. Cost |
| 6000 | U008 | Base Period ODC's, 28 September 20 Direct Costs (ODCs) in support of (| | ~ | | - | 1 | .0 L0 | C | \$79,780.00 |
| 600001 | U008 | Award CSCS Training Tool \$37,347. M 08: Removed 15k, new total 37347. M 40001; (O&MN,N) | | | | | d | | | |
| 600002 | U008 | Award CSCS Training Tool \$62,876 Mod 15 deobligate \$25,000 (Fund Type) | | bligat | te 25 | s, new 378 | 76; | | | |
| 600002 | ττΟΟΟ | acac maning monly ODA Funding CE | 000 Bool | ion fi | mdin | ~ ¢5 000 f | rom | | | |

600003 U008 CSCS Training Tools ODC Funding \$5,000 Realign funding \$5,000 from labor (AF); Mod 15 deobligate \$1,000 (RDDA)

600004 U008 CSCS Training Tools ODC \$4,000 (RDT&E)

- 600005 U008 CSCS Training Tools ODC Funding \$2,357; Mod 15 deobligate \$600 (RDT&E)
- 6100 U008 Option Period I ODC's, 28 September 2013 27 September 2014, 1.0 LO \$202,878.00 Other Direct Costs (ODCs) in support of CLIN 4001. (Fund Type -TBD)
- 610001 U008 MOD 08 ACRN AJ \$20,000; MOD 20 realigned \$6,162 to SLIN 410001-AJ (RDT&E)
- 610002 U008 MOD 08 ACRN AK \$39,156; MOD 20 realigned \$19,000 to SLIN 410002-AK (OPN)

610003 U008 MOD 08 - ACRN AL - 7,500 (Fund Type - OTHER)

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| Item | PSC | Supplies/Services | Qty | Unit | Est. | Cost | |
|--------|------|--|-----|------|------|------|--|
| 610004 | U008 | MOD 08 - ACRN AM - \$20,820; MOD 20 realigned \$5,000 to 410004-AM (O&MN,N) | | | | | |
| 610005 | U008 | MOD 08 - ACRN AN - \$3,000 (RDT&E) | | | | | |
| 610006 | U008 | MOD 08 - ACRN AP - \$3,000 (RDT&E) | | | | | |
| 610007 | U008 | MOD 10 - ACRN AQ - \$15,000 (RDT&E) | | | | | |
| 610008 | U008 | MOD 10 - ACRN AR - \$20,000 (RDT&E) | | | | | |
| 610009 | U008 | MOD 12 - ACRN AS - \$14,838; MOD 20 realigned \$14,838 to SLIN 410009-AS (O&MN,N) | | | | | |
| 610010 | U008 | MOD 12 - ACRN AS - \$15,000; MOD 20 realigned \$15,000 to 410010-AS (O&MN,N) | | | | | |
| 610011 | U008 | MOD 12 - ACRN AT - \$3,314 (RDT&E) | | | | | |
| 610012 | U008 | MOD 13 - ACRN AU - \$20,000; MOD 20 realigned \$20,000 to SLIN 410012-AU (O&MN,N) | | | | | |
| 610013 | U008 | MOD 14 - ACRN AW - \$8,710 (RDT&E) | | | | | |
| 610014 | U008 | MOD 14 - ACRN AX - \$12,540 (RDT&E) | | | | | |
| 610015 | U008 | MOD 18 - ACRN BF -\$41,642; 2410(a) Authority is hereby invoked; MOD 19 DEOBLIGATE \$41,642 FUNDING WAS FOR OPTION 2 (O&MN,N) | | | | | |
| 610016 | U008 | MOD 18 - ACRN BA - \$2,497; MOD 19 DEOBLIGATE \$2,497 FUNDING WAS FOR OPTION 2 (RDT&E) | | | | | |
| 610017 | U008 | MOD 18 - ACRN BB - \$3.314; MOD 19 DEOBLIGATE \$3.314 FUNDING WAS | | | | | |

610017 U008 MOD 18 - ACRN BB - \$3,314; MOD 19 DEOBLIGATE \$3,314 FUNDING WAS FOR OPTION 2 (RDT&E)

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|----------------|
| 7000 | U008 | Option Period II, 28 September 2014 - 27 September 2015 Training Tools Support for the CSCS in accordance with Section C PWS. (Fund Type - TBD) | 0.0 | LH | \$0.00 | \$0.00 | \$0.00 |
| 7100 | | Option Period II, 28 September 2014 - 27 September 2015 Training Tools Support for the CSCS in accordance with Section C PWS. | | | | | \$3,358,073.92 |
| 7100AA | U008 | Option Period II, Labor - HOLDING SLIN (Fund Type - TBD) | | | | | \$100,331.92 |
| 7100AB | U008 | MOD 20 ACRN BE - \$13,182 - 1300451965-01 (RDT&E) | | | | | \$13,182.00 |
| 7100AC | U008 | MOD 20 ACRN BF \$450,000 - 1300451965-02 2410(a) Authority is hereby invoked (O&MN,N) | | | | | \$450,000.00 |

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|--------|------|--|-------------------|-----|--------------|-------------|------------|-----------------|------|--------|
| | | | | | | | | | | |
| Item | PSC | Supplies/Services | | Qty | Unit | Est. Cost | Fixed (| Fee C | PFF | |
| 7100AD | U008 | MOD 20 ACRN BA - #15, 1300451965-03 (RDT&E) | | | | | | \$ | 15,0 | 00.00 |
| 7100AE | U008 | MOD 20 ACRN AZ - \$4,0 1300451965-04 (RDT&E) | | | | | | \$ | 4,08 | 3.00 |
| 7100AF | U008 | MOD 20 ACRN BB - \$15, 1300451965-05 (RDT&E) | | | | | | \$ | 15,9 | 42.00 |
| 7100AG | U008 | MOD 20 ACRN BG -\$110 1300445321-05 - 2410 hereby invoked (O&MN | (a) Authority is | | | | | \$ | 110, | 000.00 |
| 7100AH | U008 | MOD 20 ACRN BH - \$79 1300445321-07 (RDT&E) | | | | | | \$ | 79,3 | 48.00 |
| 7100AJ | U008 | MOD 20 ACRN BJ - \$470 1300450859-01 (OPN) | 0,000 - | | | | | \$ | 470, | 000.00 |
| 7100AK | U008 | MOD 20 ACRN BK - \$80 1300448496 - 2410(a) hereby invoked (O&MN | Authority is | | | | | \$ | 80,0 | 00.00 |
| 7100AL | U008 | MOD 21 ACRN BL \$40000 Incremental Funding F Collection Mission (F OTHER) | Radar Data | | | | | \$ | 40,0 | 00.00 |
| 7100AM | U008 | MOD 22 ACRN BM \$202,5 1300451965-0006 Incre (Fund Type - OTHER) | | | | | | \$ | 202, | 500.00 |
| 7100AN | U008 | MOD 24- ACRN BP - \$13 1300469190 (O&MN,N) | 38,000 - | | | | | \$ | 138, | 000.00 |
| 7100AP | U008 | MOD 25 - ACRN BQ - \$1 1300462464 (OPN) | L50,000- | | | | | \$ | 150, | 000.00 |
| 7100AQ | U008 | MOD 26 - ACRN BR - \$2 1300477972 (O&MN,N) | 20,000 - | | | | | \$ | 20,0 | 00.00 |
| 7100AR | U008 | MOD 27 - ACRN BP - \$2 PR#1300469190; MOD -3 (\$1,682.56) (O&MN,N) | • | | | | | \$ | 248, | 317.44 |
| 7100AS | U008 | MOD 27 - ACRN BP - \$5 PR#1300451965 - 2410 hereby invoked. Mod - \$19,000. (RDT&E) | (a) Authority is | | | | | \$ | 491, | 000.00 |
| 7100AT | U008 | MOD 27 - ACRN BT - \$2 PR#1300480792 (O&MN,1 | | | | | | \$ | 205, | 000.00 |
| 7100AU | U008 | MOD 28 - ACRN BU - \$6 PR1300474115, MOD 29 (\$30) (O&MN,N) | | | • | | | \$ | 66,5 | 22.00 |
| 7100AV | U008 | MOD 30 - ACRN BV - \$2 PR1300462464 (OPN) | 142,651- | | | | | \$ | 142, | 651.00 |

PR1300462464 (OPN)

| | C | CONTRACT NO. | DELIVERY ORDER NC |). | AMENDM | IENT/M | ODIFICAT | ION NO. | PAC | GE | FINAL |
|--------|------|---|---------------------------------|-----|--------|--------|----------|---------|-----|--------|----------|
| | | 300178-04-D-4127 | 0008 | | 48 | | | | 6 o | f 90 | |
| | | | | | | | | | | | |
| Item | PSC | Supplies/Services | | Qty | Unit | Est. | Cost | Fixed 3 | Fee | CPFF | |
| 7100AW | U008 | MOD 31 ACRN BW - \$193 1300451965-0010 (O&MI | | | | | | | | \$193, | 000.00 |
| 7100AX | U008 | MOD 33 ACRN BX \$139, #1300520332 INCREMENT -39 deobligated \$16,3 | TAL FUNDING. Mod | | | | | | | \$123, | 196.56 |
| 7200 | | Option III, 28 Septer September 2016 Train: Support for the CSCS with Section C PWS. | ing Tools | | | | | | | \$3,29 | 7,508.39 |
| 7200AA | U008 | Option Period III, 28 - 27 September 2016 Support for the CSCS with Section C PWS. TBD) | Fraining Tools in accordance | | • | | | | | \$49,1 | 72.39 |
| 7200AB | U008 | Option 3 - Mod 35 \$38 funds - 10 USC 2410 invoked. (O&MN,N) | | | | | | | | \$58,0 | 00.00 |
| 7200AC | U008 | Option 3 - Mod 35 \$29 Funds. (RDT&E) | 92,935 - RDT&E | | | | | | | \$292, | 935.00 |
| 7200AD | U008 | Option 3 - Mod 35 \$2 funds - 10 USC 2410 invoked. (O&MN,N) | | | | | | | | \$218, | 486.00 |
| 7200AE | U008 | OPTION 3 - \$35,000 OM -37 (O&MN,N) | MN FUNDS, MOD | | | | | | | \$35,0 | 00.00 |
| 7200AF | U008 | OPTION 3 LABOR \$210,0 FUNDS: MOD -37 (O&MN | | | | | | | | \$210, | 000.00 |
| 7200AG | U008 | MOD 38 - ACRN CD - \$3 1300538463 (OPN) (OPN | | | | | | | | \$386, | 814.00 |
| 7200AH | U008 | MOD 38, ACRN CE; \$32 #1300538462 (OMN) (O& | | | | | | | | \$32,9 | 00.00 |
| 7200AJ | U008 | Mod 39 funding provid Data collections Read Operational Support. | ch-Back | | | | | | | \$35,0 | 00.00 |
| 7200AK | U008 | MOD 39 ADDED \$436,302 SUPPORT (RDT&E) | 2 FOR BMD | | | | | | | \$436, | 302.00 |
| 7200AL | U008 | OPTION 3 - MOD 40, AG - PR # 1300538462/00 | | | | | | | | \$28,3 | 33.00 |
| 7200AM | U008 | Incremental Funding | (O&MN,N) | | | | | | | \$200, | 000.00 |
| 7200AN | U008 | Incremental Funding | (O&MN,N) | | | | | | | \$921, | 667.00 |
| 7200AP | U008 | MOD 43 - Radar Data (Reach-Back Operationa FUNDING (O&MN,N) | | | • | | | | | \$46,8 | 99.00 |
| 7200AQ | U008 | Labor funding for Rad Collection Reachback | | | | | | | | \$20,0 | 00.00 |

| | | DNTRACT NO.DELIVERY ORDER NO.AMENDMENT00178-04-D-4127000848 | MODIFICATION NO | 9. PAG | |
|----------------|---------------|--|-----------------|--------|-------------|
| Item | PSC | Supplies/Services Qty Unit Est | t.Cost Fixed | l Fee | CPFF |
| | | \$20,000 (OMN) (O&MN,N) | | | |
| 7200AR | U008 | Labor funding for CLIN 7200, Mod 46 | | | \$275,000.0 |
| 7200AS | U008 | Option 3 - Labor funding for Radar Data Collections Reach-Back Operational Support, Mod 47 (O&MN,N) | | | \$15,000.00 |
| 7200AT | U008 | OPTION 3 - LABOR FUNDING FOR TRAINING TO IN-SERVICE CREW MEMBERS OF MODERNIZED AEGIS DESTROYERS FOR ACB-12/16 (OPN)(MOD 48) (OPN) | | | \$36,000.00 |
| or ODC Item | l Iter PSC | ns: Supplies/Services | Qty | Unit | Est. Cost |
| 9000 | U008 | Option Period II, 28 September 2014 - 27 September 2015 support of CLIN 7000. (Fund Type - TBD) | 5, ODCs in 1.0 | LO | \$0.00 |
| | | Option | | | |
| 9100 | | | | | \$120,609.0 |
| 9100AA | U008 | ODC in support of CLIN 7100 - HOLDING SLIN (Fund Type - | • TBD) 1.0 | LO | \$2,820.00 |
| 9100AB | U008 | MOD 20 ACRN BF - \$41,642 - 1300451965-02; 2410(a) Author hereby invoked (O&MN,N) | ority is 1.0 | LO | \$41,642.00 |
| 9100AC | U008 | MOD 20 ACRN BA - \$2,497 - 1300451965-03 (RDT&E) | 1.0 | LO | \$2,497.00 |
| 9100AD | U008 | MOD 20 ACRN BH - \$5,000 - 1300445321-07. Mod -39 deobli \$1,185 (RDT&E) | .gated 1.0 | LO | \$3,815.00 |
| 9100AE | U008 | MOD 20 ACRN BB - \$3,314 - 1300451965-05. Mod -39 deobli \$3,314 (RDT&E) | .gated 1.0 | LO | \$0.00 |
| 9100AF | U008 | MOD 20 ACRN BJ - \$17,778 - 1300450859-01. Mod -39 deobl \$4,000 (OPN) | igated 1.0 | LO | \$13,778.00 |
| 9100AG | U008 | MOD 20 ACRN BG - \$10,000 - 1300445321-06; 2410(a) Author hereby invoked. Mod -39 deobligates \$5,000 (O&MN,N) | ority is 1.0 | LO | \$5,000.00 |
| 9100AL | U008 | MOD 21 ACRN BL \$5000 1300460208-00002 ODC. Mod -39 deck \$3,000 (Fund Type - OTHER) | oligates 1.0 | LO | \$2,000.00 |
| 9100AM | U008 | MOD 23 ACRN BN \$15,000 - 1300451965-00007 (RDT&E) | 1.0 | LO | \$15,000.00 |
| 9100AN | U008 | ODC in support of CLIN 7100 AN - ACRN BP - \$5,518 - 130 Mod -39 deobligates \$3,000 (O&MN,N) | 0469190. 1.0 | LO | \$2,518.00 |
| 9100AP | U008 | MOD 25- ACRN BQ - \$8,539 - 1300462464 (OPN) | 1.0 | LO | \$8,539.00 |
| 9100AQ | U008 | MOD 27- ACRN BS - \$40,000 - 1300451965 - 2410(a) Author hereby invoked. Mod -39 Deobligated \$22,000 (RDT&E) | tity is 1.0 | LO | \$18,000.00 |
| | ττοοο | MOD 30 - ACRN BT - \$5,000- PR1300462464 (OPN) | 1.0 | LO | \$5,000.00 |
| 9100AR | 0008 | | | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|----------------|
| 9200AA | U008 | ODC in support of CLIN 7200 (Fund Type - TBD) | 1.0 | LO | \$1,676,164.00 |
| 9200AB | U008 | Option 3 - Mod 35 $2,000-$ OMN funds - 10 USC 2410 (a) authority is invoked. (O&MN,N) | 1.0 | LO | \$2,000.00 |
| 9200AC | U008 | Option 3 - Mod 35 \$10000- RDTE funds (RDT&E) | 1.0 | LO | \$10,000.00 |
| 9200AD | U008 | Option 3 - Mod 35 $8000-$ OMN funds - 10 USC 2410 (a) authority is invoked. (O&MN,N) | 1.0 | LO | \$8,000.00 |
| 9200AE | U008 | ODC in support of CLIN 7200 (O&MN,N) | 1.0 | LO | \$15,000.00 |
| 9200AF | U008 | MOD 38; \$15,000 PR# 1300538463 (OPN) (OPN) | 1.0 | LO | \$15,000.00 |
| 9200AG | U008 | ODC in support of CLIN 7200 MOD -39 FUNDING $25,000\ \rm RDT\&E$ FUNDS. (RDT&E) | 1.0 | LO | \$25,000.00 |
| 9200AH | U008 | Mod 43 - Radar Data Collections Reach-Back Operational Support, OMN funding (O&MN,N) | 1.0 | LO | \$1,000.00 |
| 9200AJ | U008 | PROVIDE ENGINEERING TECHNCIAL AND MANAGERIAL SERVICES FOR PEO SHIPS IN THE MODIFICATION OF TRAINING TOOLS AND MATERIALS FOR THE DESTROYER MODERNIZATION PROGRAM (TPS CSC0100340) (O&MN,N) | 1.0 | LO | \$20,000.00 |
| 9200ak | U008 | ODC in support of CLIN 7200 INCREMENTAL FUNDING \$500 MOD -47 (O&MN,N) | 1.0 | LO | \$500.00 |
| 9200AL | U008 | ODC in support of CLIN 7200 (OPN) (\$5,000) (OPN) | 1.0 | LO | \$5,000.00 |

NOTE 1: LABOR HOURS (LH)

At the time of award, the number of labor hours listed above (0.0 LH) in the Base Period and each Option Period will be changed to coincide with the Level of Effort provided in Section H, SEA 5252.216-9122 Level of Effort clause and the number of hours reflected in the cost proposal of the successful offeror.

NOTE 2: Option clause

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

NOTE 3: ODCs

Unburdened travel costs are specified in Section L. Materials, if proposed, will be limited to those approved at time of award.

B.1 USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

B.2 TYPE OF ORDER

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

Items in the 4xxx and 7xxx series are cost plus fixed fee type. Items in the 6xxx and 9xxx series are cost only, excluding fee.

B.3 ADDITIONAL CLINS

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

B.4 FEE RATE

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

52.216-8 Fixed Fee, 15% (not to exceed \$100,000) of the fee payment will be reserved.

B.5 FINALIZED FIXED FEE

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

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

CLAUSES INCORPORATED IN FULL TEXT

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 cost.

B.6 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)

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

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

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

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

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

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

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

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C – PERFORMANCE WORK STATEMENT

C.1 INTRODUCTION

This is a performance based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality and the evaluation methods described in Section E, Special Contract Requirements, Quality Assurance Surveillance Plan.

C.2 BACKGROUND

The contractor shall provide technical and engineering support in the systems engineering, integration, development, maintenance, documentation, and operation of training tools for the Center for Surface Combat Systems (CSCS). These tools include but are not limited to those used for tactical team training: the AEGIS Combat Training System (ACTS); the Battle Force Tactical Trainer (BFTT); AEGIS Combat System Interface Simulation (ACSIS); and those used for operator training which include but are not limited to: Computer Aided Submode Training (CAST); Lesson Generator Program (LGP); CAST Lesson Authoring System (CLASS); Next Generation CLASS (NGC); and other interactive courseware and authoring systems. Both Shipboard and Shore-Based facility deliveries of programs and courseware that include ILE lesson development and integration on the Navy Knowledge Online (NKO) E-Learning environment will be required. The contractor shall provide support in the use of these tools at the CSCS, and subordinate activities as follows:

AEGIS Training and Readiness Center (ATRC) Dahlgren, VA CSCS Unit Dam Neck, VA

CSCS Unit Great Lakes, IL

CSCS Detachment East Norfolk, VA

CSCS Detachment West San Diego, CA

CSCS Detachment Mayport, FL

CSCS Detachment Norfolk, VA

CSCS Detachment Pacific Northwest, Everett, WA

CSCS Detachment Pearl Harbor, HI

CSCS Detachment San Diego, CA

CSCS Detachment Wallops Island, VA

CSCS Detachment Yokosuka, Japan

Mine Warfare Training Center San Diego, CA

Fleet Anti-Submarine Warfare (FASW) Training Center, San Diego, CA

Specific work descriptions are listed below.

C.3 TACTICAL TEAM TRAINING SYSTEM SUPPORT

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The contractor shall provide management plans [Contract Data Requirements List (CDRL) item A001], schedules (CDRL item A006), travel authorizations, technical, engineering, and analytical services in support of the systems engineering, integration, exercise scenario development, maintenance, and documentation of exercise scenarios for tactical team training systems. Some Illustrative systems are:

AEGIS Combat Training System (ACTS) Battle Force Tactical Trainer (BFTT) Next Generation Simulator (NGS) AEGIS Simulation Test and Training System (A-STATS) Joint Tactical Combat Training System (JTCTS) Joint Simulations System (JSIMS) Radar System Controller Environmental Simulator (RSCES) Distributed Sensor Simulation System (DS3) Multi-Link System Test/Training Tool (MLSTA-3) Aegis Combat Systems Interface Simulation (ACSIS)

C.3.1 Engineering and Analysis. The contractor shall provide engineering and analytical support to interface with various government/contractor organizations. The contractor shall review specification documents and provide comments to the appropriate Navy Review Team and/or Fleet Project Team. The contractor shall report any computer program problem found during the development and maintenance of exercise scenarios, by submitting a Test Observation Report (TOR) or an AEGIS Change Review Board (CRB) Computer Program Change Requests (CPCR), as appropriate. The contractor shall review and provide comments for TORs and CPCRs to determine the impact on the development and maintenance of scenarios (CDRL item A003). The contractor shall participate in reviews of TORs and CPCRs. The contractor shall participate in meetings related to the development, maintenance, and enhancement of ACTS exercise scenarios. The contractor shall participate in AEGIS CRB. The contractor shall perform analysis, make recommendations, and implement changes resulting from decisions made at this meeting. Additionally, the contractor shall provide minutes of this meeting. (CDRL item A002). The contractor shall periodically be required to provide on-site engineering support at the CSCS, the CSCS Detachments, Combat System Engineering Development Site (CSEDS), Moorestown, NJ, and Surface Combat System Center (SCSC), Wallops Island, VA to include but not be limited to: Navy validation of scenarios, lessons and feedback/CPCR analysis.

C.3.1.1 Integrating New Technology. The contractor shall provide technical, engineering, analytical, and operator support in efforts to integrate new technology into tactical team training systems and Navy Integrated Learning Systems.

C.3.2 Training Exercise Scenario Development. The contractor shall design tactical team training system exercise scenarios to incorporate available shipboard combat training devices. Representative systems are ACTS, BFTT, BMD, AN/SQQ-89 Onboard Trainer (OBT); AN/SLQ-32 Electronic Warfare OBT (EWOBT); and the Tomahawk Weapon System (TWS). Each exercise scenario shall contain objective-based requirements and realistic information for all warfare areas. (CDRL item A005)

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C.3.2.1 Training Exercise Scenario Maintenance. The contractor shall maintain exercise scenarios. The contractor shall provide configuration management of Training exercise scenarios and provide a written report. (CDRL items A002)

C.3.3 Verification and Validation. The contractor shall perform verification and validation (V&V) for each ACTS and BFTT exercise scenario prior to delivery. Tactical and training equipment required for exercise scenario V&V may be located at, but not limited to: CSCS, Dahlgren, VA; SCSC, Wallops Island, VA; Combat Systems Engineering Development Site (CSEDS), Moorestown, NJ; or fleet operating units. One element of the V&V process will be to verify correspondence of observed exercise scenario events with the prescribed exercise scenario timeline and other pertinent sections of the Exercise Controller Guide (ECG). The contractor shall provide support to CSCS during final Navy validation of the exercise scenarios at these sites. All discrepancies shall be corrected prior to final acceptance and delivery (CDRL item A003).

C.3.4 Documentation. The contractor shall provide an ECG and associated documentation for each tactical team training exercise scenario. All documentation shall be delivered in hard copy and magnetic media in approved word processing software (CDRL item A004)

C.3.5 Delivery. The contractor shall deliver exercise scenarios and supporting documentation on magnetic disk, or other media. The contractor shall provide support to NSWCDD for ACTS exercise scenario deliveries to: Navy ships, CSCS, Integrated Warfare Systems Lab (IWSL) Dahlgren VA, CSEDS, Surface Combat Systems Center (SCSC), CSCS Detachments (Dets) AEGIS Training and Readiness Center (ATRC) Dahlgren VA,CSCS Unit Dam Neck VA, CSCS Unit Great Lakes IL, CSCS Detachment East Norfolk VA,CSCS Detachment West San Diego CA, CSCS Detachment Mayport FL, CSCS Detachment Norfolk VA, CSCS Detachment Pacific Northwest Everett WA, CSCS Detachment Pearl Harbor HI, CSCS Detachment San Diego CA, CSCS Detachment Wallops Island VA, CSCS Detachment Yokosuka Japan, Mine Warfare Training Center San Diego CA, Fleet Anti-Submarine Warfare (FASW) Training Center San Diego CA, and AEGIS Test Teams (ATTs) worldwide (CDRL items A007 and A004).

C.3.6 Equipment. Tactical equipment required to perform exercise scenario pre-V&V is located at the CSCS. Final validation is performed at the sites referenced in C.2.3. Equipment at Government sites may be used on a non-interfering basis.

C.4 OPERATOR TRAINING SYSTEM SUPPORT

The contractor shall provide management plans (CDRL item A001), schedules (CDRL item A006), travel authorizations, technical, engineering, and analytical services in support of the systems engineering, integration, verification and validation, maintenance, and documentation of operator training including CAST Lessons, Lesson Generation Program (LGP), and other Interactive Courseware (ICW).

C.4.1 Engineering and Analysis. The contractor shall provide engineering and analytical support to interface with various government/contractor organizations. The contractor shall review specification documents and provide comments to the appropriate Navy Review Team

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and/or Fleet Project Team. The contractor shall report any computer program problem found during the verification and validation and maintenance of lessons, Interactive Courseware or Simulation, by submitting a Training Systems TOR, CAST Edit Log (CEL), or CPCR, as appropriate. The contractor shall review and provide comments for related TORs and CPCRs to determine the impact on the development and maintenance of lessons. The contractor shall participate in reviews of CPCRs. The contractor shall participate in meetings related to the development, and maintenance of CAST Lessons The contractor shall participate in meetings of CAST Lesson, ACMB, ACTS and AEGIS CRB. The contractor shall provide minutes of these meetings (CDRL item A002). The contractor shall periodically be required to provide on-site engineering support at the CSCS, CSCS Detachments Worldwide, CSEDS, and SCSC which shall include Navy V&V of lessons, and CAST Lesson Problem Report, Training Systems TOR analysis (CDRL item A003).

C.4.1.1 Integrating New Technology . The contractor shall provide technical, engineering, analytical, and operator support in efforts to integrate new technology into operator training systems.

C.4.1.2 Developing New Training Systems. The contractor shall provide technical, engineering, analytical, and design services in support of efforts to develop operator training systems in support of emerging requirements or to replace expiring operator training systems. All recommendations shall be submitted as analysis reports. (CDRL item A003).

C.4.2 Verification and Validation. The contractor shall perform Independent V&V (IV&V) of the operator training lessons using government furnished computer equipment located at CSCS, Dahlgren, VA; CSEDS, Moorestown, NJ; Surface Combat Systems Center (SCSC), Wallops Island, VA; or fleet operating units. (CDRL items A002)

C.4.2.1 Lesson Maintenance. The contractor shall revise operator lessons through a life cycle process when discrepancies are discovered. The contractor shall review and provide comments and rationale in a report for each operator-training lesson TOR (CDRL Item A003).

C.4.3 Documentation. The contractor shall maintain a database that provides a cross-reference of operator training lessons to AEGIS Personal Qualifications Standards (PQS) line items (CDRL item A008). Each lesson and the catalog of lessons shall contain the cross-reference data. The contractor shall maintain a database for the configuration control of CAST lessons (CDRL Item A008). At a minimum, this database shall consist of the Lesson Configuration Status Report and the Lesson History Report.

C.4.3.1 The contractor shall maintain the operator training lesson documentation for each baseline on an approved media in a format compatible with government computer systems (CDRL Item A004). This documentation provides guidance and assistance to the user in the design, development, validation, delivery, and maintenance of operator training lessons.

C.4.4 Delivery. The contractor shall deliver CAST lessons and supporting documentation on, magnetic disk or other media as specified. The contractor shall interface with various government/contractor organizations. The contractor shall provide support to NSWCDD for

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operator training lesson deliveries to the various ship/shore sites such as Navy ships, CSCS, IWSL, CSEDS, SCSC, CSCS Dets, ATTs, and various Navy Training Sites, worldwide (CDRL items A007).

C.5 CURRICULUM AND TRAINING TOOLS (C&TT) TRAINING SYSTEMS INTEGRATION

Engineering and Analysis. The contractor shall provide assistance in solving problems as they arise with the computer programs, which at a minimum includes; courseware, Operating Systems (OS), applications, Learning Management Systems (LMS) and support in developing and modifying Computer Based Training (CBT).

C.5.1 CBT Development. The contractor shall develop SCORM and ILE compliant courseware. Each Training Tool (TT) shall be developed in accordance with the instructional methods delineated in the Front End Analysis report and shall be current in respect to MIL-PRF-29612 and the Integrated Learning Environment Specifications, found at https://ile-help.nko.navy.mil/ile/index.aspx. The contractor shall develop and maintain production and delivery schedules for each assigned TT (CDRL item A006). CSCS TTs include at a minimum: CBT, Interactive Courseware (ICW), Computer Aided Instruction (CAI), graphics, video, animation, photographs, assignment sheets, job aids, charts, and on-demand training required to support Surface Combat Systems -. The Contractor shall develop ILE compliant Navy Learning Objective Statements (NLOS) for all re-engineered or new development TT. The TT shall be produced by the Contractor using the instructional strategies assigned to each NLOS (as determined by the Front End Analysis), and approved by the Government.

C.5.1.1 For each TT, the contractor shall develop and deliver, in the order listed, an ILE compliant Content Style Guide; Lesson Strategy Guide; Flow Diagram; Storyboard; On-Screen Lessons; Test Package/assessment items; and a Training System Support Document, (IAW CDRL items A004). The Contractor shall develop all Shareable Content Objects (SCOs)/Lesson content at the Enabling Learning Object(ELO) level. Each SCO (ELO) shall be developed to be dependent upon an associated Terminal Learning Object. Final TT course delivery, including all instructional media source files, shall be provided on CD or via electronic media as agreed upon between the Government and Contractor. Government Content Acceptance Testing (GCAT) of the final TT shall be conducted IAW, the most current revision of MPT&ECIOSWIT-ILE-SPEC-4 found at https://ile-help.nko.navy.mil/ile/index.aspx The Contractor shall complete draft Content Announcement and Submission Forms for each TT under development or revision requiring Government Content Acceptance Test (GCAT). The Contractor shall assist the Government in submitting final Content Announcement and Submission forms on-line using the checklist to be provided by the Government. The Contractor shall correct any course content discrepancies found during GCAT review. The date, time, and duration of GCAT will be IAW the Government approved TT production and delivery schedule.

C.5.1.2 CBT Maintenance. The contractor shall develop and maintain graphics, animations, video, photographs, audio, sound, and job aids as required for existing TTs in order to support current and future training requirements. The contractor shall deliver these with their associated media files and documentation to the CSCS and associated CSCS Learning Site. (CDRL item

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C.5.2 Delivery. The contractor shall provide TT material, graphics, and supporting documentation (CDRL item A004). TT Delivery shall consist of the courseware on approved media. The contractor shall facilitate electronic access to both unclassified and classified training tools, job aids, resources and other material. The contractor shall deliver all developmental materials/documentation (e.g. source code, executables, specifications, graphics, etc.) necessary for CSCS to maintain configuration control of the courseware throughout its lifecycle (CDRL items A004 A005, A007, and A008).

C.6 ENGINEERING ANALYSIS AND BMD READINESS SUPPORT

The contractor shall provide management plans (CDRL item A001), schedules (CDRL item A006), travel authorizations, Training, Engineering, and Readiness Support to CSCS and waterfront Detachments for AEGIS and SSDS baselines.

C.6.1 The contractor shall develop technical documentation to include; Operational Employment Guides, (OEG), Tactics, Techniques, and Procedures (TTP), Tactical Memorandums (TACMEMOS), Tactical Bulletins, Concepts of Operation (CONOPS), and Concepts of Employment (CONEMPS) which suggests changes to tactics, techniques, procedures, or doctrine. The appropriate Service doctrine and training organizations are responsible for actual changes.. (CDRL items A003)

C.6.2 The contractor shall provide programmatic, training, engineering support, and IAMD Readiness support for CSCS and waterfront Detachments to include Fleet Exercises, and Embedded Training Systems and AEGIS IAMD ships. The contractor shall provide a Status Report (CDRL item A001).

C.6.3 The Contractor shall provide operational mission support for the radar data collection missions. The contractor shall provide operational and technical support against real word data collection events. The Contractor shall collaborate with other agencies and NSWC laboratories to coordinate the data transfer of raw data and the analysis of collected radar data. The contractor shall coordinate the data release via PEO-IWS/PD-452 and coordinate data release to the designated Intelligence Community (IC). The Contractor shall assist with updating applicable fleet Tactical Memorandums (TACMEMOs) and generate updates for the maintenance of the Non Tactical Data Collection (NTDC) patch and Technical Data Collection (TDC) baseline capabilities used for existing AEGIS baselines, and associated documentation.

C.6.4 The contractor shall support and attend appropriate IC meetings, conferences, seminars, etc., related to AEGIS Special Data Collection operations and respond to IC questions concerning mission capabilities. The contractor shall periodically accompany members of the NSWCDD reach back cell (Govt) to brief post mission analysis to Fleet Commands, Theater and Combatant Commanders (COCOMs) as well as the ship board level on special data collection requirements. (CDRL item A002).

C.6.5 The contractor shall support the Center for Surface Combat Systems(CSCS) with

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Systems Software orientation of AEGIS ship crews and battle staffs in NTDC operation, TDC Operations, Coherent Data Collection System (CDCS) installation and operations, and other AEGIS Special Data Collection matters and activities. (CDRL item A002).

C.6.6 The contractor shall support PD-452 and IWS 2.0 periodic review and update of Instruction 9010.3.

C.6.7 The contractor shall provide assigned personnel that possess a TS SCI level clearance to support radar data collection missions support and tasking. The contractor shall provide personnel that meet that level of support identified in the Key personnel section (H).

C.7 MONTHLY PROGRESS REPORTS

The contractor shall submit a Monthly Progress Report, as specified in CDRL item A001. The progress report shall reflect both prime and subcontractor data at the same level of detail. The monthly report is comprised of two main areas: a contract summary report and individual Plan Of Action and Milestones POAM/work area reports.

C.7.1 Contract Progress Summary – Each contract progress summary shall include the following:

- a) Contract title, period of performance, total value.
- b) Listing of all contract modifications to include number, effective date and purpose.
- c) A summary of all POAMs issued to include number, date, and subject.

d) An organization chart naming all personnel (including Support) who are supporting tasking under the contract. Task leaders shall be identified. Both administrative and technical personnel shall be shown.

e) A list of all correspondence for which a reply has not been received or provided.

f) A listing of all contractor Key Personnel to include: name (person originally proposed and subsequent substitution, if applicable), contract and contractor labor category, % of availability (both as originally proposed and actual), and work area/POAMs to which assigned, work location and company (if applicable).

g) A listing of all Personnel that possess a Common Access Card (CAC) to include: name, location, company, email address and task area supporting.

h) A cumulative listing of GFP provided to include identification of the item, date provided, and date returned. A cumulative listing of CAP which is understood to include those non-consumable material items which are direct-charged to the contract as well as equipment.

i) A listing of Subcontractors currently performing and any additinal subcontractors are added since award.

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C.7.1.1 Individual POAM Progress Reports

(a). Work Area (WA) number, title, modifications (include number, date, and purpose), period of performance, contractor and Government Contract Subject Matter Expert (SME).

(b). Reference each WA numerically and describe each task completed or currently being performed. Include a detailed description of technical efforts to date, schedules, travel conducted, progress made, problems encountered and resolved, recommendations, and planned efforts (both near and long-term).

(c). Schedule/milestone chart(s) if appropriate to the effort.

(d). Expenditures

(1) Man-Hours

(a) A rectangular coordinate line graph showing planned and actual man-hour expenditures in cumulative format for the POAM period. Numerical values shall be identified for the values plotted.

(b) Names of all personnel charged to include contract labor category, current charges, and cumulative charges (labor-hours only).

(c) A listing, by contract labor category, of all personnel approved for work on the contract. Subcontractor personnel should be identified to the appropriate firm.

(2) Dollars

(a) A rectangular coordinate line graph showing planned and actual expenditures in cumulative format for the POAM period. Numerical values shall be identified for the values plotted.

(b) A comparison with total amount invoiced for the corresponding period and explanation for any differences (other than rounding).

(c) Data deliveries during the period to include title/description, CDRL reference, date due, date delivered, and classification. This data shall be cumulative in the final report for the order.

(d) Classified GFI received during the period to include: title, date received, classification, and disposition. This data shall be cumulative in the final report for the POAM.

(e) A cumulative listing of GFP provided to include identification of the item, date provided, and date returned. GFP is understood to include those non-consumable material items that are direct-charged to the contract as well as equipment, etc., actually provided by the Government. (CDRL item A009)

(f) A detailied description of all ODC's (Travel and Material) including amount charged. Additionally, if ODC's for any Work Area or at Contract Level Exceed 10% of labor values, the

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contractor shall provide this information in the Monthly Progress Report and any supporting information or rationale.

(g) Provide a list of all personnel's fully burdened labor rates and labor categories for the task order. When any individual's annual fully burdened labor rate (through fee) exceeds \$260K per year of the performing contractor's standard man-year the contractor shall include this information in the Monthly Progress Report and any supporting information or rationale.

(h) Provide the Average Spend Rate vs. average Bid Rate for the contract and each Work Area.

(i) Any variation greater than 10% in the Average Spend Rate vs. Average Bid Rate shall be explained at the contract and/or WA level.

(j) QASP metrics in accordance with the requirements of Section E 2.2 Quality Assurance Surveillance Plan and as indicated in Table 4 of this QASP.

C.7.1.2 Comptroller Monthly Report. The contractor shall provide a Comptroller Monthly Report within 10 days after delivery of the Monthly Report, as set forth below.

(a) Cost Analysis. The contractor shall provide a monthly cost analysis report of each Work Area (WA) and totals to the CLIN level to the CSCS Comptroller and COR that includes as a minimum: WA title, actual cost incurred to date, fee, Estimate Cost to Completion and Total Cost to Complete for each WA. Total funding, amount expended and remaining funds for each WA shall also be included.

(b) Labor Analysis. The contractor shall provide a monthly labor analysis report of each task area to the CSCS Comptroller and COR that includes as a minimum: WA title, actual man hour expenditure, estimate of man-hours to completion, a summation of actual and estimated hours and Full Time Equivalent (FTE) man hours for each WA. This data shall also be totaled at the CLIN level.

C.7.1.3 Accounting Classification Reference Number (ACRN) Report.

(a) ACRN Analysis. The contractor shall provide a monthly ACRN analysis report to CSCS Comptroller and COR that includes as a minimum: ACRN, CLIN, Amount Funded per Mod, Total Funded, Amount invoiced, invoiced to date per ACRN, remaining funding and percentage invoiced. Government format will be provided.

(b) A comparison with total amount invoiced for the corresponding period per CLIN and explanation for any difference (other than rounding).

C.8 SEMI-ANNUAL IN-PROGRESS REVIEW (IPR)

The contractor shall prepare Semi-Annual IPRs, to be held at a location mutually agreed upon by the contractor, Contracting Officer Representative (COR), and Contracting Officer. Meeting

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agenda shall be provided in accordance with CDRL A007. The Contractor's semi-annual IPR presentation shall contain at a minimum, the following information in viewgraph form:

a. Contract Number, Period of Performance, Total Value.

b. An organization chart listing all personnel who are currently working under the contract. The chart shall show areas of responsibility and lines of control. The chart shall include and identify subcontractor personnel.

c. Reference each POAM numerically and describe each task completed or currently being performed. Include a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts.

d. A graphic depiction of planned and actual labor hours to date, along with planned hours to complete contract requirements. Potential under runs or overruns should be noted and explained.

e. A graphic depiction of planned, invoiced, and actual dollar expenditures, along with planned expenditures to complete. Potential under runs or overruns should be noted and explained.

f. Identification of any administrative problems encountered in performance of the contract.

C.9 ANNUAL GOVERNMENT FURNISHED PROPERTY (GFP) REPORT

Government-owned property in the custody of the Contractor shall be reported monthly. This requirement is in addition to anything required by regulation, statute, or the assigned Government Property Administrator. This includes items loaned by the Government as well as that which is contractor acquired. The Contractor shall deliver monthly, in accordance with CDRL Item Number A001, a Government-Owned Property Database Report. All items in the report shall be sorted by Government bar code, Government plant account number, and Government minor property number. The GFP is listed in Attachment J.7 will be provided to the contractor within thirty (30) days of contract award.

C.10 DATA DELIVERABLES

Exhibit A provides a master CDRL for this requirement. Individual POAMs will reflect their unique data requirements by reference to this document. Specific titles, frequency, due dates, distribution, and other special requirements will be reflected in the POAMs. For purposes of this contract, dates specified in POAMs for initial and subsequent deliveries, refer to the dates when actual delivery to local /CSCS distribution is required rather than the date shown on the document and/or its transmittal letter.

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

The contractor shall develop a POA&M for each work area. The signed POA&M shall be provided electronically to the Contract Subject Matter Experts (SMEs), COR, and Contract Specialist within twenty-one (21) calendar days after Task Order Award, Exercise of Option, Technical Instruction issuance, and/or Modifications to the Technical Instruction or the Task

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Order which affect the Level of Effort or Dollar Ceilings. While contractor format is acceptable, with the COR's approval, the following information shall appear, at a minimum, on each POA&M:

- (a) Date POA&M Submitted
- (b)Work Area/Project Name (and Number when applicable)
- (c) Task order Number
- (d) POA&M Performance Period
- (e) Contractor interfaces.
- (f) Program Manager.
- (g) Task Area Manager
- (h) Government Interface
- (i) COR & ACOR
- (j) SME
- (k) Contractor Technical Lead
- (l) Work Summary/Description
- (m) Schedule of Events Proposed/Planned to Accomplish Task
- Include a list of planned deliverables and their due dates

Include a list of issues/risks in meeting the planned tasking/deliverables

- (n) Estimated Level Of Effort (LOE) Required
- (o) Include the LOE Estimated to perform for the period
- (p) Include schedules/plans for obtaining additional personnel if applicable
- (q) Include identification of subcontractor employees as appropriate
- (r)Estimated Cost

Include all cost (management, support, travel, labor, relocations) and all fees for that task area for the period.

C.12 FACILITY ACCESS

Performance of this contract will require the contractor to have access to CSCS and NSWCDD facilities. The contractor shall comply with such procedures as are established for each of the facilities.

The contractor shall utilize certain Government controlled Information Technology (IT) equipment.

The Government will provide access to special applications computer resources on a not to interfere basis located at the CSCS, to include but not be limited to the following: Versatile Training System (VTS); Authoring Instructional Materials (AIM); ACSIS, and PCs in support of CAST, BFTT, and ICW lesson development.

C.13 ELECTRONIC SPILLAGES 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

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data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc). The contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of CSCS 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.

CSCS Command 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. Command Security will identify the contractor facility and contract number associated with all electronic spillages during the investigation that involve contractor support. Command Security will notify the Contracts Division with the contractor facility name and contract number, incident specifics and associated costs for clean up. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

C.14 SECURITY CLEARANCES:

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachments J.1 and J.2) provides the security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

C.15 GOVERNMENT PROVIDED SPACE: Government furnished space will be provided for contractor personnel at the following locations. Further charges for these requirements will be specified by contract modification.

| Location of Work Space | # Persons |
|---|-----------|
| Commander Destroyer Squadron 26, Virginia Beach, VA) Building 112 | 1 |
| NSWCDD (Q33), Dahlgren VA Building 1470 | 2 |

C.16 TRAINING

The Contractor awarded this effort is expected to provide fully trained and competent personnel to accomplish various tasking. No costs associated with the training of contractor personnel will be reimbursed. The title of the event is irrelevant (conference, seminar, symposium, etc.); if there is a fee charged to participate, it is considered training and will not be reimbursed.

Notwithstanding the above, it is understood that the Government may order services requiring knowledge and skills of a newly emergent technology. The Contracting Officer may, on a case

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basis, authorize the expenditure of Government funds for the training of Contractor personnel

C.17 OTHER DIRECT COSTS (ODC's)

TRAVEL REQUIREMENTS

All travel under this effort must be requested of, or authorized by, the Government SME or the COR, 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 effort. Travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations. Specific Travel requirements shall be identified in Plan of Actions Milestone Agreements (POAMs).

C.18 MANDATORY REQUIREMENTS

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

Facility Security Clearance - The contractor's primary facility providing support to this Task Order must be located within one-hour of the Center for Surface Combat Systems (CSCS), Headquarters, Dahlgren, VA with a SECRET security clearance or higher.

Key Personnel Security Clearances - Key Personnel Security Clearances - Two (2) Senior AEGIS Combat System Specialists and one (1) AEGIS Combat System Data Collection Specialist must be cleared at the final TOP SECRET level. All other key personnel must be cleared to the SECRET level for which interim clearances are acceptable. Non-key persons who require access to CSCS facilities shall possess a SECRET or higher level security clearance prior to directly charging support to the contract.

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

C.19 PRIOR WRITTEN PERMISSION FOR SUBCONTRACTS

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

C.20 NON-DISCLOSURE AGREEMENTS (NDAs)

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

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

C.21 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.22 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.

C.23 NON-PERSONAL SERVICES/ INHERENTLY GOVERNMENTAL FUNCTIONS

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

(b) Inherently-Governmental functions are not within the scope of this Task Order. Decisions relative to programs supported by the contractor shall be the sole responsibility of the

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Government. The contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

C.24 CONTROL OF CONTRACTOR PERSONNEL

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

C.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

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via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this task order.

C.26 IDENTIFICATION BADGES

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

C.27 USE OF INFORMATION SYSTEM (IS) RESOURCES:

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

In the event that the contractor is required to have access to NSWCDD IS resources, the login name used for access shall conform to the NMCI login naming convention. If the contractor requires access to applications/systems that utilize client certificates for authentication, the contractor is responsible for obtaining requisite certificates from a DOD or External Certificate Authority. If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office.

Connections Between NSWCDD and Contractor Facilities

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

C.28 SKILLS AND TRAINING

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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 contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

C.29 SUBCONTRACTORS/CONSULTANTS

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

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

- (2) Impact on subcontracting goals, and
- (3) Impact on providing support at the contracted value.
- (4) Impact on compliance with FAR 52.219-14.

C.30 HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL2000)

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

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

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

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

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

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

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

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

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to

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

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

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

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

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

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

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

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

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

C.31 Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

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

(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto

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Government property, the Contractor shall provide the both the Contracting Officer and the COR with an inventory and Material Safety Data Sheet (MSDS) for these materials.

C.32 Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

The contractor shall insure that all employees who have a NSWCDD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base access. For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDD Physical Security in advance of the date, time and location where the NSWCDD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

C.33 Ddl-G12 POST AWARD MEETINGS

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at Task Order award).

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

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

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

C.34 SHIPBOARD PROTOCOL

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

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

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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.

 \cdot 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.

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

 \cdot 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.

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

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

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

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

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

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is

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required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

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

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

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

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

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

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

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

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

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

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

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the

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Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-6), as applicable.

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

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

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

C.37 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

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functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

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

C.38 HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

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

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

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

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

C.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.

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SECTION D PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

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

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance shall be performed at NSWCDL, Dahlgren, VA by the COR designated herein.

E.2 PERFORMANCE BASED CRITERIA:

E2.1 PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION).Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan below.

(b) The plan defines that this review and acceptance will become 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.

E2.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. PURPOSE

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

This Task Order provides System Engineering and Training Analysis Support for CSCS, Dahlgren. The resulting performance based order will have cost plus fixed fee Labor CLINS, and cost only Other Direct Cost (ODC) CLINS. The order will be for a base year with two one-year options. A properly executed QASP will assist the Government in achieving the overall objectives of this procurement.

2. AUTHORITY

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

3. SCOPE

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

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(b) The contractor's performance on this task order will be evaluated by the Government as described below. The first evaluation will cover the first six-months of performance with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under this task order. For the first six-month period and each subsequent twelve-month period, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the six/twelve-month period but will not include cumulative information from prior reports. For each period, the Contractor will complete a self- assessment of the performance provided, to be delivered to the COR and Contract Specialist NLT 60 days following the period being evaluated. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" overall performance rating for the period evaluated, the next option period will not be exercised. As options are exercised, improved performance is required as demonstrated in Table 2.

4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

(1) A person duly appointed with the authority to enter into (Procuring Contracting Officer (PCO)) or administer (Administrative Contracting Officer (ACO)) contracts and make related determination and findings on behalf of the Government. The PCO for this Task Order is identified in section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting order. Contracting Officers are designated via a written warrant, which sets forth limitations of their respective authority.

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

In addition to providing annual reports to the Contracting Officer, the COR shall maintain a complete Quality Assurance file. The file shall contain copies of all reports, evaluations, communications, recommendations, and any actions related to the Government's performance of the quality assurance function. The COR shall forward these records to the Contracting Officer at termination or completion of the order:

(b) Contract Specialist

(1) Assigned by the PCO to provide daily administration of the Task Order.

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

(c) Contracting Officer's Representative (COR)

(1) An individual appointed in writing by the PCO to act as their authorized representative to assist in technical administration of the Order. The COR is appointed in the Task Order award.

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The limitations of authority are contained in a written letter of appointment which is a formal attachment to the Order.

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

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

(d) Subject Matter Experts (SME)

(1) SMEs may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or POAMs issued under the Task Order.

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

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

5. METHODS OF QA SURVEILLANCE

a) The methods of surveillance used in the administration of this QASP are identified in Tables 1 thru 3. The Government will conduct surveillance of contractor performance utilizing the evaluation and measurement criteria in this QASP, supplemented with additional information listed below, to determine whether the contractor is effectively complying with all the terms and conditions of the Task Order. The assessed performance level using this QASP will be a determining factor in the PCO's decision to exercise an option or not.

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

6. DOCUMENTATION

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

7. SURVEILLANCE

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

(a) <u>Performance Ratings</u>: The Government will evaluate the contractor's performance of

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the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

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

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

TABLE 1: OVERALL PERFORMANCE RATINGS

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

(b) Objectives / Determination:

1. Interim/Informal

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

2. Annual

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

TABLE 2: OBJECTIVES

| Assessment Period | Acceptable Performance Definition | How Measured | Outcome |
|----------------------|--------------------------------------|-----------------------|--|
| Base: | | months using the QASP | (+) Meet the acceptable performance definition as a condition for exercise |

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| | roll up of Tables 3, 5 and 6. | annually using the CPARS system covering the previous 12 months. | of option 1.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 1.* |
|------------|---|---|---|
| Option I: | Summary Task Performance rating of at least "Satisfactory" based on the roll up of Tables 3, 5 and 6, with two (2) or more work ares rated "Excellent". See Below. | Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months. | (+) Meet the acceptable performance definition as a condition for exercise of an option. 2.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option. 2.* |
| Option II: | Summary Task Performance rating of at least "Satisfactory" based on the roll up of Tables 3, 5 and 6, with two (2) or more work areas rated "Excellent". See Below. | Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months. | Input into Final CPARS Evaluation. |

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

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

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

(e) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this task order such as a Contractor Performance Assessment

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Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report.

TABLE 3: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

| CRITERIA | UNSATISFACTORY | SATISFACTORY | EXCELLENT |
|--------------------------|---|--|--|
| Task Performance | Work product fails to meet 90% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4 | in Performance | Work product meets 100% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4 |
| Staffing | Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly. | Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per task order policy. | Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per task order policy. Contractor ensures staff training remains current. |
| Timeliness | Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests. | Contractor routinely meets deadlines, schedules, and responds quickly to government requests. | Contractor always meets deadlines, schedules, and responds immediately to government requests. |
| Customer Satisfaction | Fails to meet customer expectations | Meets customer expectations. | Exceeds customer expectations. |

TABLE 4: PERFORMANCE REQUIREMENTS SUMMARY TABLE

| 11 | Performance Objective | | i i coop i a si c | QASP Monitoring Method |
|----------|--------------------------|----------------------|--|---------------------------|
| C.5,C.6, | | technically accurate | Documents are completed using no more than two (2) | ** |

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| | Verification and Validation, Maintenance, BMD Readiness and engineering support | correct. Documents and revisions are delivered IAW agreed upon schedules | review cycles. | Contractor to provide metrics of due dates met/not met and number of submissions required for Governemnt approval. |
|--|--|---|---|---|
| C.3.1, C.4.1, C.6.3, C.6.4, C.6.5, C.6.6 | | correct. Documents and revisions are | Deliveries are provided with at least 95% accuracy and corrections are incorporated with no more than one (1) review. | Government review and contractor metrics. |
| C.3.1.1, C.4.1.1, C.4.1.2 | New Technology integration and New Training Systems development. | Systems operational and operator ability to successfully perform integration support of new technology into training systems. All reports are delivered in IAW CDRL | Systems operational, and implementable for programs. 99% of the time. | Government oversight of review/comment/ approval process, timeliness and review of methods and procedures |

| Work Area: | Performance Objective | Performance Standard | Acceptable Quality Level (AQL) | QASP Monitoring Method |
|-----------------|---|---|--|---|
| C.3.2, C.3.5 | Training scenario Development | Scenarios are objective based, realistic and accurate | Operational, and implementable for Combat Training Devices. Interium deliveries not less than 95% complete. | Government review of execution and performance . |
| · · · | Training scenario Maintenance Lesson Maintenance | Scenarios are maintained with current accurate objectives. Lessons are maintained in a current and accurate | implementable for Combat Training Devices. Interium deliveries not less than | Government review of execution and performance. |

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| | | manner. | | |
|--------------------------|--|---|--|---|
| C.3.3, C.4.2 | Verification and Validation | Reviews Computer aided submode training lessons and scenarios content in context of operationally executing missions, and operator ability to successfully perform required duties | Appropriate contractor personnel availabel not less than 98%. | Government oversight and review of execution. |
| C.3.4, C.4.3, C6.1 | User/Technical Documentation and Data Base. | Documents are technically accurate and grammatically correct. Data base is accurately cross reverenced. Documents and revisions are delivered IAW agreed upon schedules | Documents provided with at least 95% accuracy and corrections incorporated with no more than one (1) review cycle. | Government review of documents. |
| C.5 | Curriculum and training tools Engineering Analysis | Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW the CDRLs | Documents provided with at least 95% accuracy and corrections incorporated with no more than one (1) review cycle. | Government oversight adn review of deliverables. |
| C.5.1 | CBT Development, Production and Delivery Schedules | maintenance and production schedules are | Developed and maintained with 95% accurancy. Corrections incorporated with no more than one (1) review cycle. | Government review/comment |
| C5.2, C5.1.1 | CBT Delivery | Course is SCORM and ILE compliant. The content is technically accurate and grammatically correct. | Operational on Navy ILE. Content is provided with at least 95% accurancy with no more than one (1) revision. | Government review/comment |
| C.5.1.2 | CBT Maintenance | Course is SCORM and ILE compliant. The | Operational on Navy ILE. Content is | Government review/comment |

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| | content is technically | provided with at least | |
|--|------------------------|------------------------|--|
| | accurate and | 95% accruarcy with | |
| | grammatically correct. | no more than one (1) | |
| | | revision. | |

| Task Order | Performance | Performance | Acceptable | QASP Typical |
|--------------|-----------------------|----------------|------------------------|----------------------|
| Reference | Objective | Standard | Quality Level (AQL) | Monitoring Method |
| All reported | Other Direct Costs | All OD Cs are | Contractor | COR review of |
| & invoiced | (ODC), including | accurately and | complies with | Monthly |
| costs | travel, are fully | timely | contract | Progress Report, |
| | consistent with | requested, | procedures for | other reports of |
| | those authorized | reported, and | ODC | costs incurred, |
| | IAW contract | invoiced. | authorization | and invoices. |
| | procedures. | | 100% of time. | |
| | | | | |
| | | | | |
| | Burdened ODC | | Burdened ODC | |
| | charges are no higher | | charges are no | |
| | than the contract or | | higher than ratio | |
| | TI-approved ratio to | | for contract | |
| | burdened labor | | period or T.I., as | |
| | costs. | | applicable. | |

TABLE 5: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

| CRITERION | UNSATISFACTORY | SATISFACTORY | EXCELLENT |
|----------------|---|---|---|
| | Problems are unresolved, repetitive, or take excessive government effort to resolve. | Government | Problems are non-existent or the contractor takes corrective action without government involvement. |
| Responsiveness | Contractor's management is unresponsive to government requests and | Contractor's management is responsive to government requests | Contractor's management takes proactive approach in dealing with government representatives and anticipates Government |

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| | | | concerns. |
|----------------|---|---|---|
| Communications | Contractor often fails to communicate with government in an effective and timely manner. | communicates with government in an effective and timely | Contractor takes a proactive approach such that communications are almost always clear, effective and timely. |

TABLE 6: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

| CRITERION | UNSATISFACTORY | SATISFACTORY | EXCELLENT |
|-----------------------|--|--|---|
| Cost Management | , | agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and | Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent. |
| Cost Reporting | Reports are generally late, inaccurate incomplete or unclear. | , 1 | Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective. |
| Invoice Management | and/or contain errors. Differences between invoiced amounts and progress report expenditures are | date of the period being invoiced; are accurate with respect to both amounts and | Invoices reports are no more than two weeks after end date of period being invoiced; are accurate with respect to both ACRNs/SLINs invoiced; and all differences between |

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| g | loes not respond to overnment questions in a imely manner. | and differences between progress report expenditures and invoiced costs are explained. Contractor responds to government questions in a timely manner | progress report expenditures and invoiced costs are fully explained. Contractor is very proactive in responding to government questions and takes prompt action to resolve any issues. |
|---|--|---|---|
|---|--|---|---|

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SECTION F DELIVERABLES OR PERFORMANCE

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

| 4000 | 9/28/2012 - 9/27/2013 |
|--------|------------------------|
| 4100 | 9/28/2013 - 9/27/2014 |
| 6000 | 9/28/2012 - 9/27/2013 |
| 6100 | 9/28/2013 - 9/27/2014 |
| 7000 | 9/28/2014 - 9/27/2015 |
| 7100AA | 9/28/2014 - 9/27/2015 |
| 7100AB | 9/28/2014 - 9/27/2015 |
| 7100AC | 9/28/2014 - 9/27/2015 |
| 7100AD | 9/28/2014 - 9/27/2015 |
| 7100AE | 9/28/2014 - 9/27/2015 |
| 7100AF | 9/28/2014 - 9/27/2015 |
| 7100AG | 9/28/2014 - 9/27/2015 |
| 7100AH | 9/28/2014 - 9/27/2015 |
| 7100AJ | 9/28/2014 - 9/27/2015 |
| 7100AK | 9/28/2014 - 9/27/2015 |
| 7100AL | 11/24/2014 - 9/27/2015 |
| 7100AM | 12/11/2014 - 9/27/2015 |
| 7100AN | 12/29/2014 - 9/27/2015 |
| 7100AP | 1/8/2015 - 9/27/2015 |
| 7100AQ | 2/4/2015 - 9/27/2015 |
| 7100AR | 12/11/2014 - 9/27/2015 |
| 7100AS | 2/25/2015 - 9/27/2015 |
| 7100AT | 2/27/2015 - 9/27/2015 |
| 7100AU | 1/26/2015 - 9/30/2015 |
| 7100AV | 5/27/2015 - 9/27/2015 |
| 7100AW | 7/30/2015 - 9/30/2015 |
| 7100AX | 8/20/2015 - 9/27/2015 |
| 7200AA | 9/28/2015 - 9/27/2016 |
| 7200AB | 9/28/2015 - 9/27/2016 |
| 7200AC | 9/28/2015 - 9/27/2016 |
| 7200AD | 9/28/2015 - 9/27/2016 |
| 7200AE | 11/9/2015 - 9/27/2016 |
| 7200AF | 11/9/2015 - 9/27/2016 |
| 7200AG | 12/3/2015 - 9/27/2016 |
| 7200AH | 12/3/2015 - 9/27/2016 |
| 7200AJ | 9/28/2015 - 9/27/2016 |
| 7200AK | 9/28/2015 - 9/27/2016 |
| 7200AL | 4/7/2016 - 9/27/2016 |
| 7200AM | 4/14/2016 - 9/27/2016 |
| 7200AN | 5/9/2016 - 9/27/2016 |
| 7200AP | 5/20/2016 - 9/27/2016 |
| | |

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| | | | | |
| 7200AQ | | 6/29/2016 - 9/26/2016 | | |
| 7200AR | | 7/20/2016 - 9/27/2016 | | |
| 7200AS | | 8/9/2016 - 9/27/2016 | | |
| 7200AT | | 9/21/2016 - 9/27/2016 | | |
| 9100AA | | 9/28/2014 - 9/27/2015 | | |
| 9100AB | | 9/28/2014 - 9/27/2015 | | |
| 9100AC | | 9/28/2014 - 9/27/2015 | | |
| 9100AD | | 9/28/2014 - 9/27/2015 | | |
| 9100AE | | 9/28/2014 - 9/27/2015 | | |
| 9100AF | | 9/28/2014 - 9/27/2015 | | |
| 9100AG | | 9/28/2014 - 9/27/2015 | | |
| 9100AL | | 11/24/2014 - 9/27/2015 | | |
| 9100AM | | 12/15/2014 - 9/27/2015 | | |
| 9100AN | | 12/29/2014 - 9/27/2015 | | |
| 9100AP | | 1/8/2015 - 9/27/2015 | | |
| 9100AQ | | 2/25/2015 - 9/27/2015 | | |
| 9100AR | | 5/27/2015 - 9/30/2015 | | |
| 9200AA | | 9/28/2015 - 9/27/2016 | | |
| 9200AB | | 9/28/2015 - 9/27/2016 | | |
| 9200AC | | 9/28/2015 - 9/27/2016 | | |
| 9200AD | | 9/28/2015 - 9/27/2016 | | |
| 9200AE | | 11/9/2015 - 9/27/2016 | | |
| 9200AF | | 12/3/2015 - 9/27/2016 | | |
| 9200AG | | 9/28/2015 - 9/27/2016 | | |
| 9200AH | | 5/20/2016 - 9/27/2016 | | |
| 9200AJ | | 6/13/2016 - 9/27/2016 | | |
| 9200AK | | 8/9/2016 - 9/27/2016 | | |
| 9200AL | | 9/21/2016 - 9/27/2016 | | |
| | | | | |

F.1 CLIN - DELIVERIES OR PERFORMANCE

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

| 4000 | 9/28/2012 - 9/27/2013 |
|--------|-----------------------|
| 4100 | 9/28/2013 - 9/27/2014 |
| 6000 | 9/28/2012 - 9/27/2013 |
| 6100 | 9/28/2013 - 9/27/2014 |
| 7000 | 9/28/2014 - 9/27/2015 |
| 7100AA | 9/28/2014 - 9/27/2015 |
| 7100AB | 9/28/2014 - 9/27/2015 |
| 7100AC | 9/28/2014 - 9/27/2015 |
| 7100AD | 9/28/2014 - 9/27/2015 |
| 7100AE | 9/28/2014 - 9/27/2015 |
| 7100AF | 9/28/2014 - 9/27/2015 |
| 7100AG | 9/28/2014 - 9/27/2015 |
| | |

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| | | | | |
| 7100AH | | 9/28/2014 - 9/27/2015 | | |
| 7100AJ | | 9/28/2014 - 9/27/2015 | | |
| 7100AK | | 9/28/2014 - 9/27/2015 | | |
| 7100AL | | 11/24/2014 - 9/27/2015 | | |
| 7100AM | | 12/11/2014 - 9/27/2015 | | |
| 7100AN | | 12/29/2014 - 9/27/2015 | | |
| 7100AP | | 1/8/2015 - 9/27/2015 | | |
| 7100AQ | | 2/4/2015 - 9/27/2015 | | |
| 7100AR | | 12/11/2014 - 9/27/2015 | | |
| 7100AS | | 2/25/2015 - 9/27/2015 | | |
| 7100AT | | 2/27/2015 - 9/27/2015 | | |
| 7100AU | | 1/26/2015 - 9/30/2015 | | |
| 7100AV | | 5/27/2015 - 9/27/2015 | | |
| 7100AW | | 7/30/2015 - 9/30/2015 | | |
| 7100AX | | 8/20/2015 - 9/27/2015 | | |
| 7200AA | | 9/28/2015 - 9/27/2016 | | |
| 7200AB | | 9/28/2015 - 9/27/2016 | | |
| 7200AC | | 9/28/2015 - 9/27/2016 | | |
| 7200AD | | 9/28/2015 - 9/27/2016 | | |
| 7200AE | | 11/9/2015 - 9/27/2016 | | |
| 7200AF | | 11/9/2015 - 9/27/2016 | | |
| 7200AG | | 12/3/2015 - 9/27/2016 | | |
| 7200AH | | 12/3/2015 - 9/27/2016 | | |
| 7200AJ | | 9/28/2015 - 9/27/2016 | | |
| 7200AK | | 9/28/2015 - 9/27/2016 | | |
| 7200AL | | 4/7/2016 - 9/27/2016 | | |
| 7200AM | | 4/14/2016 - 9/27/2016 | | |
| 7200AN | | 5/9/2016 - 9/27/2016 | | |
| 7200AP | | 5/20/2016 - 9/27/2016 | | |
| 7200AQ | | 6/29/2016 - 9/26/2016 | | |
| 7200AR | | 7/20/2016 - 9/27/2016 | | |
| 7200AS | | 8/9/2016 - 9/27/2016 | | |
| 7200AT | | 9/21/2016 - 9/27/2016 | | |
| 9100AA | | 9/28/2014 - 9/27/2015 | | |
| 9100AB | | 9/28/2014 - 9/27/2015 | | |
| 9100AC | | 9/28/2014 - 9/27/2015 | | |
| 9100AD | | 9/28/2014 - 9/27/2015 | | |
| 9100AE | | 9/28/2014 - 9/27/2015 | | |
| 9100AF | | 9/28/2014 - 9/27/2015 | | |
| 9100AG | | 9/28/2014 - 9/27/2015 | | |
| 9100AL | | 11/24/2014 - 9/27/2015 | | |
| 9100AM | | 12/15/2014 - 9/27/2015 | | |
| 9100AN | | 12/29/2014 - 9/27/2015 | | |
| 9100AP | | 1/8/2015 - 9/27/2015 | | |
| 9100AQ | | 2/25/2015 - 9/27/2015 | | |
| 9100AQ 9100AR | | 5/27/2015 - 9/30/2015 | | |
| 2100/ HX | | 5/27/2015 7/50/2015 | | |

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| | | | | |
| 9200AA | | 9/28/2015 - 9/27/2016 | | |
| 9200AB | | 9/28/2015 - 9/27/2016 | | |
| 9200AC | | 9/28/2015 - 9/27/2016 | | |
| 9200AD | | 9/28/2015 - 9/27/2016 | | |
| 9200AE | | 11/9/2015 - 9/27/2016 | | |
| 9200AF | | 12/3/2015 - 9/27/2016 | | |
| 9200AG | | 9/28/2015 - 9/27/2016 | | |
| 9200AH | | 5/20/2016 - 9/27/2016 | | |
| 9200AJ | | 6/13/2016 - 9/27/2016 | | |
| 9200AK | | 8/9/2016 - 9/27/2016 | | |
| 9200AL | | 9/21/2016 - 9/27/2016 | | |

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

9000

2/27/2014 - 9/27/2015

F.2 For proposal purposes, the estimated date of Task Order Award is 3 September 2012. The Government reserves the right to award sooner or later if necessary. The start and end date will be updated accordingly upon Task Order award.

F.3 Servicies to be performed hereunder will be provided primarily at CSCS, Dahlgren VA. Additional work will be performed at the following locations:

CSCS Detachments Combat Sytems Engineering Development Site (CSEDS), Mooretown, NJ Surface Combat Systems Center (SCSC), Wallops Island, VA NSWCDD, Dahlgren, VA.

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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 stablished sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

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 indentified 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 In accordance with DFARS PGI 204.7108 "Other" (d)(12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

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

EFFECTIVE WITH MOD 20 and Exercise of Option Period 2:

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

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

Procuring Contracting Officer (PCO):

| (a) | Name: | |
|-----|----------|---|
| | Code: | 0251 |
| | Address: | Naval Surface Warfare Center, Dahlgren Division |
| | | Bldg 183 |
| | | Dahlgren, Virginia 22448-5100 |
| | Phone: | |
| | E-mail: | |

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

Contract Specialist:

| (a) | Name: | |
|-----|----------|---|
| | Code: | 0251 |
| | Address: | Naval Surface Warfare Center, Dahlgren Division |
| | | Bldg 183 |
| | | Dahlgren, VA 22448-5100 |
| | Phone: | |
| | E-mail: | |

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

Administrative Contracting Officer (ACO)

(a) Name: DCMA MANASSAS-Hampton Office

Attn:Code:S2404AAddress:2000 Enterprise Parkway,, Suite 200Phone:757-251-6158

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FAX: E-mail:

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

Contracting Officer Representative (COR):

| (a) | Name: | |
|-----|----------|-------------------------|
| | Code: | CN00CA |
| | Address: | 5395 1st Street |
| | | Bldg 1520 |
| | | Dahlgren, VA 22448-5200 |
| | Phone: | |
| | FAX: | |
| | E-mail: | |

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

Alternate Contracting Officer Representative (ACOR):

| (a) | Name: | |
|-----|----------|-------------------------|
| | Code: | CN00C |
| | Address: | 5395 1st Street |
| | | Dahlgren, VA 22448-5200 |
| | 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.

Government Subject Matter Expert (SME)

The Government SME is the COR's subject matter expert (SME) for specific work areas as described in Section E.4 (d).

G.5 HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF

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

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

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

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

Type of Document(s) (contracting officer check all that apply)

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

Acceptance

Locations (contracting officer complete appropriate information as applicable)

| Issue DODAAC | N00178 |
|-------------------------|-------------|
| Admin DODAAC | S2404A |
| Pay Office DODAAC | HQ0338 |
| Inspector DODAAC | N/A |
| Service Acceptor DODAAC | N3596A |
| Service Approver DODAAC | N3596A |
| Ship To DODAAC | N3596A |
| DCAA Auditor DODAAC | * |
| LPO DODAAC | N3596A |
| Inspection Location | DESTINATION |
| Acceptance Location | DESTINATION |

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

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

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

Send Additional Email Notification To:

Contract Specialist:

Contracting Officer Rep:

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact for NSWCDD at

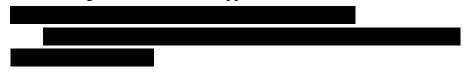
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DLGR NSWC WAWF@NAVY.MIL

G.6 CONSENT TO SUBCONTRACT

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

The following subcontractors are approved on this order:



G.7 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

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

G.8 Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

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

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(b) Training

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

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

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

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

(e) Only the following items are allowable as Other Direct Cost (ODC) items under this Task Order:

Travel as proposed by SCCI.

ODC's proposed by SCCI, in accordance with their DCAA approved accounting system: Common Access Card (CAC) readers and related \$40/yr X 15 employees. Communications - Phone, PDA Blackberry (\$3,000 yr) Reproduction/Printing/Binding (\$5,000 yr) Delivery - Mail/FedEX (\$1,000 yr) Occupancy Rate for 7 subcontractors FTE positions located in SCCI facilities. Annual cost per FTE at SCCI-Dahlgren, VA (\$5,452/yr*7+ \$38,164)

All additional ODC items are unallowable as a direct charge to this Task Order without expressed advance approval by the Contracting Officer.

(f) Administrative Support labor may be direct charged as proposed by SCCI, GDIT, and LM. Novonics did not propose the direct charge of Administrative Support.

Accounting Data SLINID PR Number Amount ------400001 1300296735 100000.00 T.T.A : AA 1721804 8B5B 252 VU021 0 050120 2D 000000 A00001345009 CSCS Training Tools Award 1300296735-00001 400002 1300304385 145000.00 LLA : AB 97X4930 NH1E 251 77777 0 050120 2F 000000 A00001395367 Award CSCS Training Tools 1300304385-00001 400003 1300296735 480000.00

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-04-D-4127 0008 48 58 of 90 LLA : AA 1721804 8B5B 252 VU012 0 050120 2D 000000 A00001345009 Award CSCS Training Tools 1300304385-00002 400004 1300304248 400000.00 LLA : AC 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001394228 Award CSCS Training Tools 1300304248-00001 37347.00 600001 1300296735 T.T.A : AA 1721804 8B5B 252 VU021 0 050120 2D 000000 A00001345009 1300296735-00003 600002 1300304248 62876.00 T.T.A : AC 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001394228 Award CSCS Training Tools 1300304248-00001 BASE Funding 2125223.00 Cumulative Funding 2125223.00 MOD 01 400005 1300296879 60000.00 LLA : AD 1721319 A5XB 252 WS010 0 050120 2D 000000 A00001345484 CSCS Training Tools Labor Funding 1300296879-00001 MOD 01 Funding 60000.00 Cumulative Funding 2185223.00 MOD 02 400006 1300336102 110000.00 LLA : AE 9730400 2520 XCS PD09F Y 13A3FY 13 147100 00251HQ00063 226810400040603892C00 044411 CSCS Training Tools Labor Funding 1300336102-00001 MOD 02 Funding 110000.00 Cumulative Funding 2295223.00 MOD 03 400007 1300336102 445000.00 LLA : AF 9730400 2520 XCS PB09F Y 13A3FY 13 147100 00251hg00063 226300400040603892C00 044411 Standard Number: HQ0006322630 CSCS Training Tools Labor Funding 1300336102-00002 600003 1300336102 5000.00 LLA : AF 9730400 2520 XCS PB09F Y 13A3FY 13 147100 00251HQ00063 226300400040603892C00 044411 Standard Number: HQ0006322630 CSCS Training Tools Labor Funding 1300336102-00002 MOD 03 Funding 450000.00 Cumulative Funding 2745223.00 MOD 04

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(5000.00)

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MOD 07

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CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-04-D-4127 0008 48 61 of 90 LLA : AA 1721804 8B5B 252 VU021 0 050120 2D 000000 A00001345009 1300296735-00003 610001 1300369674 20000.00 LLA : AJ 1731319 A5XB 252 WS010 0 050120 2D 000000 A10001845716 PR: 130036967400002 FED: 9/30/14 WCD: 9/30/14 RDT&E 610002 1300375346 39156.00 LLA : AK 1721810 81CC 252 VU021 0 050120 2D 000000 A00001882736 PR: 130037534600001 FED: 9/30/14 WCD: 9/30/14 OPN 610003 1300378181 7500.00 LLA : AL 97X4930 NH1E 252 77777 0 050120 2F 000000 A00001907099 PR: 130037818100001 FED: WCD: OTHER 610004 1300375347 20820.00 LLA : AM 1731804 8B5B 252 VU021 0 050120 2D 000000 A00001882738 PR: 130037534700001 FED: 9/30/13 WCD: 9/30/13 OM&N 610005 1300376254 3000.00 LLA : AN 9730400 2520 XCS PB09F Y 13A3FY 13 147100 00251HQ00063 226300400040603892C00 044411 PR: 130037625400001 FED: 9/30/14 WCD: 9/30/14 RDT&E 610006 1300376254 3000.00 LLA : AP 9730400 2520 XCS PD09F Y 13A3FY 13 147100 00251HQ00063 226810400040603892C00 044411 PR: 130037625400002 FED: 9/30/14 WCD: 9/30/14 RDT&E MOD 08 Funding 1103643.75 Cumulative Funding 3999528.75 MOD 09 400003 1300296735 (15000.00)LLA : AA 1721804 8B5B 252 VU012 0 050120 2D 000000 A00001345009 Award CSCS Training Tools 1300304385-00002 600001 1300296735 15000.00 LLA : AA 1721804 8B5B 252 VU021 0 050120 2D 000000 A00001345009 1300296735-00003 MOD 09 Funding 0.00 Cumulative Funding 3999528.75

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MOD 10 410007 130037625400003 285000.00 LLA : AQ 9740400 2520 XCS D09PF Y 14ABMF 5A 3FY141 571AB253HQ00 064298470400040603892 044411 PR: 130037625400003 FED:9/30/15 WCD: RDT&E HQ0006429847 410008 130037625400004 80000.00 LLA : AR 1741804 22M8 252 3596A 0 068566 2D XMC002 3596A4GSTAGQ PR: 130037625400004 FED:9/30/14 WCD: RDT&E N3596A14WXMC002/AA 610007 130037625400003 15000.00 LLA : AQ 9740400 2520 XCS D09PF Y 14ABMF 5A 3FY141 571AB253HQ00 064298470400040603892 044411 PR:130037625400003 FED:9/30/15 WCD: RDT&E HQ0006322681 610008 130037625400004 20000.00 T.T.A : AR 1741804 22M8 252 3596A 0 068566 2D XMC002 3596A4GSTAGQ PR:130037625400004 FED:9/30/14 WCD: RDT&E N3596A14WXMC002/AA MOD 10 Funding 400000.00 Cumulative Funding 4399528.75 MOD 11 Funding 0.00 Cumulative Funding 4399528.75 MOD 12 410009 130039532900001 190000.00 LLA : AS 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002062733 PR: 1300395329-00001 FED: 09/30/2014 WCD: OM&N BS-882114.04010152 ACTS (POAM 3.1)(TSP ATC0100157) 130039532900003 410010 275172.00 LLA : AS 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002062733 PR: 1300395329-00003 FED: 09/30/2014 WCD: OM&N BS-882114.04010152 ACTS (POAM 3.1)(TSP ATC0100157) 410011 130037625400005 11203.00 LLA : AT 9740400 2520 XCS D09PF Y 14ABDF 40 5FY141 571AB253HQ00 064308330400040603892 044411 PR: 1300376254-00005

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FED: 09/30/2015 WCD: RDT&E HQ0006430833 610009 130039532900002 14838.00 LLA : AS 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002062733 PR: 1300395329-00002 FED: 09/30/2014 WCD: OM&N BS-882114.04010152 ACTS (POAM 3.1)(TSP ATC0100157) 610010 130039532900004 15000.00 LLA : AS 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002062733 PR: 1300395329-00004 FED: 09/30/2014 WCD: OM&N BS-882114.04010152 ACTS (POAM 3.1)(TSP ATC0100157) 610011 130037625400006 3314.00 LLA : AT 9740400 2520 XCS D09PF Y 14ABDF 40 5FY141 571AB253HQ00 064308330400040603892 044411 FED: 09/30/2015 WCD: RDT&E HQ0006430833 MOD 12 Funding 509527.00 Cumulative Funding 4909055.75 MOD 13 410012 130039532900005 270172.00 LLA : AU 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002062733 ACTS/CAST Support (TPS ATC0100157) 610012 130039532900006 20000.00 LLA : AU 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002062733 ACT/CAST Support (TPS ATC0100157) MOD 13 Funding 290172.00 Cumulative Funding 5199227.75 MOD 14 410013 130037625400007 203328.00 T.T.A : AV 9740400 2520 XCS D09PF Y 14ABMF 5A 3FY141 571AB253HQ00 064298470400040603892 044411 Standard Number: HQ0006429847 Funds are provided for SOW AM-14-209 410014 130037625400008 57625.00 LLA : AW 9740400 2520 XCS D09PF Y 14ABFI X2 1FY141 571AB251HQ00 064323680400040603892 044411 Standard Number: H00006432368 Funds are provided for Poam 6.1 (SOW F.14.007) 410015 130037625400010 54718.00 LLA :

AX 9740400 2520 XCS D09PF Y 14ABFI X2 1FY141 571AB253HQ00 064331650400040603892 044411

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MOD 16 410009 130039532900007 294843.00 LLA : AS 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002062733 ACTS/CAST TPS ATC0100157) 410016 130043384400001 3015.00 LLA : AY 97X4930 NH1E 252 77777 0 050120 2F 000000 A00002349855 AEGIS MOD 16 Funding 297858.00 Cumulative Funding 5736206.75 MOD 17 410017 130037625400012 10000.00 LLA : AZ 9740400 2520 XCS D09PF Y 14ABFI X2 1FY141 571AB253HQ00 064302180400040603892 044411 Standard Number: HQ0006430218 410018 130037625400013 75000.00 LLA : BA 9740400 2520 XCS D09PF Y 14ABMF 5A 3FY141 571AB253HQ00 064298470400040603892 044411 Standard Number: HQ0006429847 410019 130037625400014 20000.00 LLA : BB 9740400 2520 XCS D09PF Y 14ABDF 40 5FY141 571AB253HQ00 064308330400040603892 044411 Standard Number: HQ0006430833 410020 130039532900009 150000.00 LLA : BC 1741804 8B5B 252 VU021 0 050120 2D 000000 A10002062733 ACTS/CAST Support (TPS PMS4000019) MOD 17 Funding 255000.00 Cumulative Funding 5991206.75 MOD 18 410021 130041947800001 86000.00 LLA : BD 1741804 8VBP 251 WS020 0 050120 2D 000000 A00002248399 Standard Number: N0002414WX00605 OPERATIONAL SUPPORT FOR RADAR DATA COLLECTION MISSIONS 410022 130044647200001 13182.00 T.T.A : BE 9740400 2520 XCS D09PF Y 14ABFI X2 1FY141 571AB253HQ00 064331650400040603892 044411 Standard Number: HQ0006433165 410023 130044532100001 450000.00 LLA : BF 1741804 60CA 253 00060 W 068732 2D X004AI 465794N76360 Standard Number: N4657914WX004AI POAM 3.2; 2410(a) Authority is hereby invoked 410024 130044532100002 15000.00 LLA : BA 9740400 2520 XCS D09PF Y 14ABMF 5A 3FY141 571AB253HQ00 064298470400040603892 044411 Standard Number: HQ0006429847 AM-14-209 (Poam 6.5) 410025 130044532100003 4083.00 LLA : AZ 9740400 2520 XCS D09PF Y 14ABFI X2 1FY141 571AB253HQ00 064302180400040603892 044411

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OPN 610004 130037534700001 (5000.00)LLA : AM 1731804 8B5B 252 VU021 0 050120 2D 000000 A00001882738 PR: 130037534700001 FED: 9/30/13 WCD: 9/30/13 OM&N 610009 130039532900002 (14838.00) LLA : AS 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002062733 PR: 1300395329-00002 FED: 09/30/2014 WCD: OM&N BS-882114.04010152 ACTS (POAM 3.1)(TSP ATC0100157) 610010 130039532900004 (15000.00) LLA : AS 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002062733 PR: 1300395329-00004 FED: 09/30/2014 WCD: OM&N BS-882114.04010152 ACTS (POAM 3.1)(TSP ATC0100157) 610012 130039532900006 (20000.00) T.T.A : AU 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002062733 ACT/CAST Support (TPS ATC0100157) 7100AB 130045196500001 13182.00 T.T.A : BE 9740400 2520 XCS D09PF Y 14ABFI X2 1FY141 571AB253H000 064331650400040603892 044411 Standard Number: HQ0006433165 F.14.035 (Poam 6.3) 7100AC 130045196500002 450000.00 T.T.A : BF 1741804 60CA 253 00060 W 068732 2D X004AI 465794N7636Q Standard Number: N4657914WX004AI Poam 3.2; 2410(a) Authority is hereby invoked 7100AD 130045196500003 15000.00 T.T.A : BA 9740400 2520 XCS D09PF Y 14ABMF 5A 3FY141 571AB253HQ00 064298470400040603892 044411 Standard Number: HQ0006429847 AM-14-209 (Poam 6.5) 7100AE 130045196500004 4083.00 LLA : AZ 9740400 2520 XCS D09PF Y 14ABFI X2 1FY141 571AB253HQ00 064302180400040603892 044411 Standard Number: HQ0006430218 F.14.007 (Poam 6.1) 7100AF 130045196500005 15942.00 LLA : BB 9740400 2520 XCS D09PF Y 14ABDF 40 5FY141 571AB253HQ00 064308330400040603892 044411 Standard Number: HQ0006430833 AD.14.339 (Poam 6.4) 7100AG 130044532100005 110000.00 LLA : BG 1741804 22M8 252 3596A 0 068566 2D XMC002 3596A4GSTAGQ Standard Number: N3596A14WXMC002 JSAF Support (Poam 3.2); 2410(a) Authority is hereby invoked

7100AH 130044532100007 79348.00

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-04-D-4127 0008 48 69 of 90 LLA : BH 9740400 2520 XCS D09PF Y 14ABMF 5A 3FY141 571AB251HQ00 064380740400040603892 044411 Standard Number: HQ0006438074 BMD SOW AM-14-209 7100AT 130045085900001 470000.00 LLA : BJ 1741810 81DM 252 VU021 0 050120 2D 000000 A00002470689 ACTS & CAST Support (TPS ATC0100174) 7100AK 130044849600001 80000.00 T.T.A : BK 1741804 8VBP 251 WS020 0 050120 2D 000000 A00002451553 WORK AREA C.6.2; 2410(a) Authority is hereby invoked 9100AB 130045196500002 41642.00 LLA : BF 1741804 60CA 253 00060 W 068732 2D X004AI 465794N7636Q Standard Number: N4657914WX004 Work Area Poam 3.2; 2410(a) Authority is hereby invoked 9100AC 130045196500003 2497.00 LLA : BA 9740400 2520 XCS D09PF Y 14ABMF 5A 3FY141 571AB253HQ00 064298470400040603892 044411 Standard Number: HQ0006429847 AM-14-209 (Poam 6.5) 9100AD 130044532100008 5000.00 LLA : BH 9740400 2520 XCS D09PF Y 14ABMF 5A 3FY141 571AB251HQ00 064380740400040603892 044411 Standard Number: HQ0006438074 BMD SOW AM-14-209 9100AE 130045196500005 3314.00 LLA : BB 9740400 2520 XCS D09PF Y 14ABDF 40 5FY141 571AB253HQ00 064308330400040603892 044411 Standard Number: HQ0006430833 AD.14.339 (Poam 6.4) 9100AF 130045085900001 17778.00 LLA : BJ 1741810 81DM 252 VU021 0 050120 2D 000000 A00002470689 ACTS & CAST Support (TPS ATC0100174) 9100AG 130044532100006 10000.00 LLA : BG 1741804 22M8 252 3596A 0 068566 2D XMC002 3596A4GSTAGQ Standard Number: N3596A14WXMC002 JSAF Support (Poam 3.2); 2410(a) Authority is hereby invoked MOD 20 Funding 1317786.00 Cumulative Funding 7394992.75 MOD 21 7100AL 130046020800001 40000.00 LLA : BL 1751804 8VBP 251 WS020 0 050120 2D 000000 A00002572404 9100AL 130046020800002 5000.00 LLA : BL 1751804 8VBP 251 WS020 0 050120 2D 000000 A00002572404 MOD 21 Funding 45000.00

Cumulative Funding 7439992.75

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BX 1751804 8B5B 251 VU021 0 050120 2D 000000 A00003019487

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-04-D-4127 0008 48 72 of 90 MOD 33 - ACRN BX \$130,514: 1300520332 INCREMENTAL FUNDING MOD 33 Funding 139514.00 Cumulative Funding 9531236.75 MOD 34 Funding 0.00 Cumulative Funding 9531236.75 MOD 35 7200AB 130052012900001 58000.00 T.T.A : BY 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003018728 Option 3 - Mod 35 \$38,000 - OMN funds - 10 USC 2410 (a) authority is invoked. 7200AC 130052261500001 292935.00 LLA : BZ 9750400 2520 XCS D09PF Y 15AB14 OF LFY151 671AB251HQ01 475472610400040603892 044411 Option 3 - Mod 35 \$292,935- RDTE funds. 7200AD 130052033500001 218486.00 LLA : CA 1751804 8B5B 251 VU021 0 050120 2D 000000 A00003019594 Option 3 - Mod 35 \$218,486 - OMN funds - 10 USC 2410 (a) authority is invoked. 9200AB 130052012900001 2000.00 LLA : BY 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003018728 Option 3 - Mod 35 \$2,000 - OMN funds - 10 USC 2410 (a) authority is invoked. 9200AC 130052261500001 10000.00 T.T.A : BZ 9750400 2520 XCS D09PF Y 15AB14 0F LFY151 671AB251HQ01 475472610400040603892 044411 Option 3 - Mod 35 \$10,000 - RDTE funds -9200AD 130052033500001 8000.00 LLA : CA 1751804 8B5B 251 VU021 0 050120 2D 000000 A00003019594 Option 3 - Mod 35 \$8,000 - OMN funds - 10 USC 2410 (a) authority is invoked. MOD 35 Funding 589421.00 Cumulative Funding 10120657.75 MOD 36 Funding 0.00 Cumulative Funding 10120657.75 MOD 37 7200AE 130053386700001 35000.00 LLA : CB 1761804 8VBP 251 WS020 0 050120 2D 000000 A00003140425 OPTION 3 - LABOR FUNDS \$35,000 FOR RADAR COLLECTIONS REACH-BACK OPERATIONAL SUPPORT, OMN FUNDS, MOD -37 7200AF 130052261500002 210000.00 LLA : CC 1761804 22M8 251 3596A 0 068566 2D XMC003 3596A6GSTAGQ Standard Number: N3596A16WXMC003 OPTION 3 - LABOR FUNDING FOR SSDS/AWT/BFTT SUPPORT MOD -37 9200AE 130052261500003 15000.00 LLA : CC 1761804 22M8 251 3596A 0 068566 2D XMC003 3596A6GSTAGQ Standard Number: N3596A16WXMC003 OPTION 3 - ODC FUNDING \$15,000 OMN, MOD-37 MOD 37 Funding 260000.00 Cumulative Funding 10380657.75

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CONTRACT NO. AMENDMENT/MODIFICATION NO. DELIVERY ORDER NO. PAGE FINAL N00178-04-D-4127 0008 48 74 of 90 BG 1741804 22M8 252 3596A 0 068566 2D XMC002 3596A4GSTAGQ Standard Number: N3596A14WXMC002 JSAF Support (Poam 3.2); 2410(a) Authority is hereby invoked 9100AL 130046020800002 (3000.00)LLA : BL 1751804 8VBP 251 WS020 0 050120 2D 000000 A00002572404 9100AN 130046919000001 (3000.00)LLA : BP 1751804 8B2B 252 WS010 0 050120 2D 000000 A00002650761 MOD 24 ACRN BQ - \$5,518 - 1300469190 9100AQ 130045196500009 (22000.00)LLA : BS 9750400 2520 XCS D09PF Y 15AB14 0F LFY151 671AB251HQ00 065439360400040603892 044411 9200AG 130052261500005 25000.00 LLA : CG 9760400 2520 XCS X09PF Y 16AB14 0F LFY161 771AB255HQ01 476507080400040603892 044411 Standard Number: HQ0147650708 OPTION 3 - ODC FUNDING - RDT&E FOR BMD SUPPORT MOD 39 Funding 417803.00 Cumulative Funding 11233174.75 MOD 40 7200AL 130053846200002 28333.00 LLA : CE 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003183423 OPTION 3 - LABOR FUNDING \$28,333. MOD 40 Funding 28333.00 Cumulative Funding 11261507.75 MOD 41 400003 13002967350002 (115498.52)LLA : AA 1721804 8B5B 252 VU012 0 050120 2D 000000 A00001345009 Award CSCS Training Tools 1300304385-00002 400006 130033610200001 (4620.18)LLA : AE 9730400 2520 XCS PD09F Y 13A3FY 13 147100 00251HQ00063 226810400040603892C00 044411 CSCS Training Tools Labor Funding 1300336102-00001 400007 130033610200002 (18298.37)T.T.A : AF 9730400 2520 XCS PB09F Y 13A3FY 13 147100 00251HQ00063 226300400040603892C00 044411 Standard Number: HQ0006322630 CSCS Training Tools Labor Funding 1300336102-00002 400009 130033610200004 (11999.76)LLA : AH 9730400 2520 972 01320 1 40400D 25 20XCSP F09FY13A0FY1 314710000251HQ0006325 044411 Standard Number: HQ0006325017 1300336102-00004 Funding in support of SOW F.13.007 410014 130037625400008 (763.76)T.T.A : AW 9740400 2520 XCS D09PF Y 14ABFI X2 1FY141 571AB251HQ00 064323680400040603892 044411 Standard Number: HQ0006432368 Funds are provided for Poam 6.1 (SOW F.14.007)

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410015 130037625400010 (4094.23)LLA : AX 9740400 2520 XCS D09PF Y 14ABFI X2 1FY141 571AB253HQ00 064331650400040603892 044411 Standard Number: HO0006433165 Funds are provided for SOW F.14.35 410017 130037625400012 (9966.84)LLA : AZ 9740400 2520 XCS D09PF Y 14ABFI X2 1FY141 571AB253HQ00 064302180400040603892 044411 Standard Number: HQ0006430218 F-14-007 (Poam 6.1) 410018 130037625400013 (9897.28)LLA : BA 9740400 2520 XCS D09PF Y 14ABMF 5A 3FY141 571AB253HQ00 064298470400040603892 044411 Standard Number: HQ0006429847 AM.14.209 (Poam 6.5) 410019 130037625400014 (4378.31)LLA : BB 9740400 2520 XCS D09PF Y 14ABDF 40 5FY141 571AB253HQ00 064308330400040603892 044411 Standard Number: HQ0006430833 AD.14.339 (Poam 6.4) 410020 130039532900009 (49568.20)LLA : BC 1741804 8B5B 252 VU021 0 050120 2D 000000 A10002062733 ACTS/CAST Support (TPS PMS4000019) 7200AM 130054772700001 200000.00 LLA : CK 1761804 8VBP 251 WS020 0 050120 2D 000000 A00003259574 Incremental Funding MOD 41 Funding -29085.45 Cumulative Funding 11232422.30 MOD 42 7200AN 130053846200003 921667.00 LLA : CE 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003183423 Incremental Funding MOD 42 Funding 921667.00 Cumulative Funding 12154089.30 MOD 43 7200AP 130057037800001 46899.00 LLA : CH 1761804 8VBP 251 WS020 0 050120 2D 000000 A00003436781 OPTION 2 - LABOR FUNDING FOR RADAR DATA COLLECTIONS REACH-BACK OPERATIONAL SUPPPORT, OMN FUNDING 9200AH 130057037800002 1000.00 LLA : CH 1761804 8VBP 251 WS020 0 050120 2D 000000 A00003436781 OPTION 2 - ODC FUNDING FOR RADAR DATA COLLECTIONS REACH-BACK OPERATIONAL SUPPORT, OMN FUNDING MOD 43 Funding 47899.00 Cumulative Funding 12201988.30

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-04-D-4127 0008 48 76 of 90 9200AJ 130053846200004 20000.00 T.T.A : CE 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003183423 ODC FUNDING FOR PEO SHIPS IN THE MODIFICATION OF TRAINING TOOLS AND MATERIALS FOR THE DESTROYER MODERNIZATION PROGRAM (TPS CSCS0100340) MOD 44 Funding 20000.00 Cumulative Funding 12221988.30 MOD 45 7200A0 130058088500001 20000.00 LLA : CJ 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003506701 LABOR FUNDING - RADAR DATA COLLECTION REACHBACK EFFORTS \$20,000, OMN FUNDING. MOD 45 Funding 20000.00 Cumulative Funding 12241988.30 MOD 46 7200AR 130058354500001 275000.00 LLA : CL 1761804 8B5B 252 VU021 0 050120 2D 000000 A00003526098 OPTION THREE - LABOR FUNDING FOR MODIFICATION OF TRAINING TOOLS AND MATERIALS FOR THE DESTROYER MODERNIZATION PROGRAM MOD 46 Funding 275000.00 Cumulative Funding 12516988.30 MOD 47 7200AS 130058701200001 15000.00 LLA : CM 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003550364 OPTION 3 LABOR FUNDING FOR RADAR DATA COLLECTIONS REACH-BACK OPERATIONAL SUPPORT. 9200AK 130058701200001 500.00 LLA : CM 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003550364 OPTION YEAR 3 - ODC FUNDING FOR RADAR DATA COLLECTIONS REACH-BACK OPERATIONAL SUPPORT MOD 47 Funding 15500.00 Cumulative Funding 12532488.30 MOD 48 7200AT 130059534200001 36000.00 T.T.A : CN 1761810 81DM 252 VU021 0 050120 2D 000000 A00003601021 OPTION 3 - LABOR FUNDING FOR TRAINING TO IN-SERVICE CREW MEMBERS OF MODERNIZED AEGIS DESTROYERS FOR ACB-12/16 9200AL 130059534200001 5000.00 LLA : CN 1761810 81DM 252 VU021 0 050120 2D 000000 A00003601021 OPTION 3 - ODC FUNDING FOR IN-SERVICE CREW MEMBERS OF MODERNIZED AEGIS DESTROYERS FOR ACB-12/16 MOD 48 Funding 41000.00 Cumulative Funding 12573488.30

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SECTION H SPECIAL CONTRACT REQUIREMENTS

177,957

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

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

(b) General.

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

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

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

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the PWS, the Government desires Key Personnel with the appropriate experience and professional development qualifications. Key Personnel qualification levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled **5252.237-9106** Substitution of Personnel in this Section H. Following award, the qualification levels are considered to be **minimums** for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

(a) Experience – The desired experience for each Key Labor Category must be directly related to the tasks and programs listed in the PWS. General experience in engineering, computer science, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the Technical objectives of the PWS is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below).

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

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

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

Post Award: Based on the Key Labor Category Desired Qualifications listed below and the PWS, the contractor will

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elect and manage the workforce supporting this contract. While government approval is required only for the Resumed Key Personnel, the entire workforce will be evaluated based on the contractor's performance of the PWS in accordance with the QASP.

H.2 KEY PERSONNEL - DESIRED QUALIFICATIONS

PROGRAM MANAGER

Ten (10) years experience in Combat System engineering development. Additionally, 7 years demonstrated qualities of leadership and responsibility in DOD Contract Program Management, and demonstrated responsibility for directing a multi-disciplined team of technical experts to produce a product within cost, schedule and time constraints.

SENIOR EXERCISE DEVELOPER

Four (4) years Combat Systems shipboard experience including two (2) deployments as CIC watch stander. Additionally, at least Four (4) years experience developing multi-threat, multi-war force scenarios in ACTS, ACSIS, Next Generation Simulator, and BFTT.

SENIOR ENGINEER ANALYST

Three (3) years experience with the AEGIS Combat System Development to include: design, development, test and evaluation, lifetime support maintenance, configuration management, and tactical training. Experience in the use of Learning Management Systems (LMS), SCORM, and Web multimedia development tools such as Flash.

SENIOR SOFTWARE ENGINEER

Five (5) years experience in computer program requirements definition, design, programming, and debug to include computer-based training applications. Experience in the use of Learning Management Systems (LMS), SCORM, and Web multimedia development tools such as Flash. Demonstrated experience in creatation of software programs, e.g., games, computer-based education, military interactive courseware, desktop publishing, spreadsheets, client/server applications, multimedia, interactive multimedia instruction, Internet technology, distance learning, and virtual reality. Experience in updating, repair, and modify code and routines of existing software programs.

SENIOR INSTRUCTIONAL DEVELOPER

Ten (10) years experience in Instructional Design using a systems approach to Computer Based Training, of which two (2) years includes Computer Based Training Systems with emphasis on development of Interactive Courseware, Simulations, associated documentation, and instructor preparation/training. Experience in Learning Management Systems (LMS), Electronic Performance Support Systems (EPSS), SCORM, Human Performance Technology (HPT), Web/multimedia development tools such as Flash and Dreamweaver, graphic design/manipulation tools such as PhotoShop and PageMaker, interface and screen design, interactive design, and simulation design. Experience Conducting analyses to identify and validate training requirements, document results of analyses, and develop and recommend training strategies for consideration of decision-makers.

SENIOR AEGIS COMBAT SYSTEMS SPECIALIST

Four (4) years Combat System shipboard experience including two (2) deployments as a senior CIC watch stander onboard a CG or DDG. Additionally, at least six (6) years as an Combat System Instructor. Two (2) individuals will require a Top Secrect Clearance. Demonstrated progressive experience in supervising the planning, organizing, review and implementation of Combat System training needs and requirements. Demonstrated ability in development of training materials. Demonstrated experience in the following knowledge of training methods, monitored simulations or problem-solving scenarios, and interactive, multimedia instructional technologies.

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AEGIS COMBAT SYSTEMS DATA COLLECTION SPECIALIST

Four (4) years Combat System shipboard experience including two (2) deployments as a senior CIC watch stander onboard a CG or DDG. Additionally, at least four (4) years as an Combat System Instructor. One (1) individual will require a Top Secrect Clearance. Demonstrated progressive experience in supervising the planning, organizing, review and implementation of Radar Data Collection Operational needs and requirements. Demonstrated ability to develop Standard Operational procedures, training materials, and operational materials. Demonstrated ability to operate the ACS in multiple configurations to validate radar data collection missions.

H.3 NON-KEY PERSONNEL - QUALIFICATIONS

INSTRUCTIONAL DEVELOPER

Experience in Instructional Design using a systems approach to Computer Based Training, which includes Computer Based Training Systems with emphasis on development of Interactive Courseware, Simulations, associated documentation, and instructor preparation/training. Experience in Learning Management Systems (LMS), Electronic Performance Support Systems (EPSS), SCORM, Human Performance Technology (HPT), Web/multimedia development tools such as Flash and Dreamweaver, graphic design/manipulation tools such as PhotoShop and PageMaker, interface and screen design, interactive design, and simulation design. Experience in conducting analyses to identify and validate training requirements, document results of analyses, and develop and recommend training strategies for consideration of decision-makers.

SOFTWARE ENGINEER

Experience in computer program requirements definition, design, programming, and debug to include computer-based training applications. Experience in the use of Learning Management Systems (LMS), SCORM, and Web multimedia development tools such as Flash. Experience in creating software programs, e.g., games, computer-based education, military interactive courseware, desktop publishing, spreadsheets, client/server applications, multimedia, interactive multimedia instruction, Internet technology, distance learning, Simulations and virtual reality. Experience in updating, repair, and modify code and routines of existing software programs.

CONFIGURATION MANAGEMENT SPECIALIST

Experience in supporting technical documentation, baseline and change configuration items. Experience in maintaining data and information, audit results and provide support to Configuration Control Meetings.

H.4 ADDITIONAL INFORMATION

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

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

H.5 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

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notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

H.6 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 and the 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) It is desired that resumes be submitted in the format required below. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

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

H.7 RESUME FORMAT AND CONTENT REQUIREMENTS

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

Complete Name Task Order Labor Category / Contractor Labor Category Percentage of time to be allocated to this effort Current security clearance level per JPAS (identify if interim or final) Current work location and 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. Chronological Work History / Experience – Show experience and date(s) as follows:

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

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

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

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

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

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

(g) Gaps in experience shall be avoided.

(h) The cut-off date for any experience claimed shall be the closing date of the solicitation.

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

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

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

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

(j) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation N00178-04-D-4127-0008 by ______ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

Employee Signature and Date Offeror Signature and Date

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

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

H.8 NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions issued via Task Order modification after the instruction has been signed by the Contracting Officer, COR and Contractor. As used herein, technical instructions are defined to include the following:

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

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

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

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effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the order.

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

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

Additional Information Relating to the Issuance of Technical Instructions:

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

H.9 Ddl-H40 FUNDING PROFILE

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

142,964

| | CPIF | Funds This Action | Previous Funding | TOTAL Funded Amount | Balance UNFUNDED | % Funded | Total Hours |
|----------------|------------------|----------------------|------------------|------------------------|---------------------|----------|-------------|
| Base | | | | | | | |
| 4000 | \$ 2,567,888.47 | ′ \$ - | \$ 2,567,888.17 | \$ 2,567,888.17 | \$ 0.30 | 100% | |
| 6000 | \$ 79,780.00 |) \$ - | \$ 79,780.00 | \$ 79,780.00 |) \$ - | 100% | |
| Total Base | \$ 2,647,668.47 | ′ \$ - | \$ 2,647,668.17 | \$ 2,647,668.17 | \$ 0.30 | 100% | |
| Option 1 | | | | | | | |
| 4100 | \$ 3,077,575.22 | 2 | \$ 3,077,575.13 | \$ 3,077,575.13 | \$ 0.09 | 100% | |
| 6100 | \$ 202,878.00 |) | \$ 122,878.00 | \$ 122,878.00 | \$ 80,000.00 | 61% | |
| Total Option 1 | \$ 3,280,453.22 | 2 \$ - | \$ 3,200,453.13 | \$ 3,200,453.13 | \$80,000.09 | 98% | |
| Option 2 | | | | | | - | |
| 7100 | \$ 3,358,073.92 | 2 \$ - | \$ 3,257,742.00 | \$ 3,257,742.00 | \$ 100,331.92 | 97% | |
| 9100 | \$ 120,609.00 |) \$ - | \$ 117,789.00 | \$ 117,789.00 | \$ 2,820.00 | 98% | |
| Total Option 2 | \$ 3,478,682.92 | 2 \$ - | \$ 3,375,531.00 | \$ 3,375,531.00 | \$ 103,151.92 | 97% | |
| Option 3 | | - | | | · | - | |
| 7200 | \$ 3,297,509.39 | \$36,000 | \$3,212,336.00 | \$ 3,248,336.00 | \$49,173.39 | 97% | |
| 9200 | \$ 1,777,664.00 | \$5,000 | \$96,500.00 | \$ 101,500.00 | \$ 1,676,164.00 | 5% | |
| Total Option 3 | \$ 5,075,173.39 | \$41,000 | \$ 3,308,836.00 | \$ 3,349,836.00 | \$ 1,725,337.39 | 65% | |
| Total Order | \$ 14,481,978.39 | 1 | \$ 12,532,488.30 | \$ 12,573,488.30 | \$ 1,908,489.70 | Ì | |

H.10 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

| CLIN | Allotted to Cost | Allotted to Fee | ΤΟΤΑΙ | Period of Performance | |
|------|------------------|-----------------|-----------------|--------------------------|----------------|
| Base | | | | Beginning | Funded through |
| 4000 | | | \$ 2,567,888.17 | 28-Sep-12 | 27-Sep-13 |

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| 6000 | \$ 79,780.00 | | |
|----------------|------------------|------------|-----------|
| Total Base | \$ 2,647,668.17 | | |
| Option 1 | | | |
| 4100 | \$ 3,077,575.13 | 28- Sep-13 | 27-Sep-14 |
| 6100 | \$ 122,878.00 | | |
| Total Option 1 | \$ 3,200,453.13 | | |
| Option 2 | | | |
| 7100 | \$ 3,257,742 | 28-Sep-14 | 27-Sep-15 |
| 9100 | \$ 117,789 | | |
| Total Option 2 | \$ 3,375,531 | | |
| Option 3 | | | |
| 7200 | \$ 3,248,336 | 28-Sep-15 | 27-Sep-16 |
| 9200 | \$101,500 | | |
| Total Option 3 | \$ 3,349,836 | | |
| Total Order | \$ 12,573,488.30 | | |

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

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

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

H.11 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)

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

| | Revised mod 42 Compensated | Uncompensated |
|----------------|----------------------------------|---------------|
| Base Period | | |
| CLIN 4000 - US | | |
| Option 1 | | |
| CLIN 4100 - US | | |
| Option 2 | | |
| CLIN 7100 - US | | |
| Option 3 | | |
| CLIN 7200 - US | | |
| TOTAL | | |

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

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

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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 full-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 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.

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(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.12 SAVINGS INITIATIVES

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

Annual Labor Escalation:

Maximum Pass-Thru Rate

Fixed Fee:

The above maximum rates are applicable to the prime contractor. In accordance with all Seaport-e Contracts, the subcontractor's fee rate shall not exceed the prime's Seaport-e contract fee rate. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

H.13 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19 of the basic contract.

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SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

| 52.203.16 | Preventing Personal Conflicts of Interest(DEC 2011) |
|--------------|--|
| 52.223-18 | Contractor Policy to Ban Text Messaging While Driving (SEP 2010) |
| 52.224-1 | Privacy Act Notification |
| 52.224-2 | Privacy Act |
| 252.222-7006 | Restrictions on the use of Mandatory Arbitration Agreements (DEC 2010) |

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.2.1 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.

| (| CLINS | LATEST OPTION EXERCISE DATE | |
|---|------------|--|--|
| Z | 100, 6100 | No later than 12 months after the Task Order Award date | |
| 7 | 7000, 9000 | No later than 24 months after the Task Order Award Date. | |

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 52.52.216-9122), if the total manhours delineated in paragraph (a) of the LEVELOF 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 aforement have been expended.

I.2.2 52.243-7 Notification of Changes (Apr 1984)

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(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

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

(d) *Government response*. The Contracting Officer shall promptly, within 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

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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.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Data Requirements List

Attachment J.1 - DD Form 254 Contract Security Classification Specification (Secret), Rev 1 (Mod -42) Attachment J.2 - DD Form 254 Contract Security Classification Specification (Top Secret), Rev 2 (Mod 42) Attachment J.3 - COR Appointment Letter - Stephanie Morris Attachment J.4 - ACOR Appointment Letter - Becky McDonnell Attachment J7.Rev1 - Government Furnished Property

Note: There are no Attachments J.6.

| ACOR | COR: | |
|------|-------|--|
| | ACOR | |
| ACO. | ACO : | |

Contractor: