

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 15-Nov-2011	4. REQUISITION/PURCHASE REQ. NO. 13042343	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 phillip.e.morris@navy.mil 850-235-5387	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

NSWC, PANAMA CITY
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Panama City FL 32407-7001
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DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Technical Systems Integration 816 Greenbrier Circle, Suite 208 Chesapeake VA 23320		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4147-HR09
		10B. DATED (SEE ITEM 13) 28-Feb-2011
CAGE CODE 0WWWV3	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.232-22 LIMITATION OF FUNDS

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wanda A Cutchin, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Wanda A Cutchin (Signature of Contracting Officer)	16C. DATE SIGNED 16-Nov-2011
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to add incremental funding. Accordingly, said Task Order is modified as follows:

1. The total amount of funds obligated to the task is hereby increased from \$1,834,593.35 by \$36,000.00 to \$1,870,593.35.

2. Section B - Incorporate Slins 400114 through 400115.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400114	RDT&E	0.00	26,000.00	26,000.00
400115	OPN	0.00	10,000.00	10,000.00

3. The total value of the order is hereby increased from \$3,128,260.36 by \$0.00 to \$3,128,260.36.

4. The total Task Order funding profile is as follows:

FUNDED LABOR: \$1,689,333.42
 FUNDED FEE: \$ 123,946.93
 FUNDED ODC: \$ 57,313.00
 TOTAL FUNDED: \$1,870,593.35

5. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, \$1,870,593.35 which includes a fixed fee of \$123,946.93 is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$1,870,593.35 shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The performance period for this task order from the date of award thru 2/28/2013.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Non-personal services to provide logistics and technical support to the NSWC PCD Logistics Branch IAW the SOW dated 5 March 2010 in Section C, attachment J4 CDRLs, attachment J5 QASP and attachment J6 Specification. Base year 1 March 2011 to 29 February 2012. (TBD)	23026.0	LH	\$1,349,330.63	\$98,990.97	\$1,448,321.60
400001	INCREMENTAL FUNDING, PR 00056388, ACRN AA, \$3,000 (SCN)					
400002	LABOR FOR 3.1.6.1 (FMS)					
400003	T&E SUPPORT 3.3 (OPN)					
400004	TRAINING SUPPORT 3.2.3: PMS 420 ORCA (RDT&E)					
400005	LABOR FOR 1.2 DATA ANALYSIS (O&MN,N)					
400006	LABOR FOR 3.2.1 (SCN)					
400007	LABOR FOR 3.3.2 (RDT&E)					
400008	GSC TASKING:ORCA ILS SUPPORT:3.1.3,3.2 .3,3.3.2 (OPN)					
400009	Labor for FMS Configuration Management 3.1.6.1 (FMS)					

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400010 OAMCM SUPPORT
EQPT
3.4.1, 3.4.2, 3.4.3
, 3.4.4 (RDT&E)

400011 Labor for FMS
Configuration
Management
3.1.6.1 (FMS)

400012 LABOR FOR OASIS
(RDT&E)

400013 LABOR FOR 1.2
DATA ANALYSIS
(O&MN,N)

400014 TRAINING SUPPORT
3.2.3 (RDT&E)

400015 TECHNICAL
DOCUMENTATION
3.2.1 (SCN)

400016 MAINTENANCE
PLANNING 2.0
(O&MN,N)

400017 LABOR (RDT&E)

400018 LABOR (RDT&E)

400019 RMS, LCS DT
(RDT&E)

400020 LCS MM IETM
(O&MN,N)

400021 PMS 420 ORCA
TRAINING AND SME
SUPPORT (RDT&E)

400022 LABOR (RDT&E)

400023 LABOR (RDT&E)

400024 ILS SUPPORT: 1.2
DATA
ANALYSIS/P-18/REP
AIR PARTS SUPPORT
(O&MN,N)

400025 ANALYSIS AND
DEVELOPMENT OF
LCS MCM MP FORMAL
CURRICULUM UNDER
3.2.3 TRAINING
SUPPORT (RDT&E)

400026 OASIS ILS LABOR
(RDT&E)

400027 OASIS TRAINING

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LABOR (RDT&E)

400028 ORCA LABOR (OPN)

400029 MK 105 LABOR
(O&MN,N)

400030 MAINTENANCE
PLANNING SUPPORT
(O&MN,N)

400031 LABOR (RDT&E)

400032 PROGRAM FINANCIAL
ANALYSIS SUPPORT
(OPN)

400033 LABOR FOR RMS
IETM TASKING
(RDT&E)

400034 LABOR (WCF)

400035 LABOR FOR ORCA
TRAINING & SME
SUPPORT; para
3.2.3 (RDT&E)

4001 Non-personal 24306.0 LH \$1,467,118.06 \$101,964.70 \$1,569,082.76
services to
provide logistics
and technical
support to the
NSWC PCD
Logistics Branch
IAW the SOW dated
5 March 2010 in
Section C,
attachment J4
CDRLs, attachment
J5 QASP and
attachment J6
Specification.
Award term one.
(TBD)

400101 CODE A24 LABOR
(RDT&E)

400102 LABOR (FMS)

400103 LABOR (FMS)

400104 LABOR (FMS)

400105 SOW PARA 3.4
(O&MN,N)

400106 PMS 495 ORCA
TRAINING AND SME
SUPPORT (OPN)

400107 PMS 420 ORCA
TRAINING AND SME

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SUPPORT (RDT&E)

400108 PROJECT FINANCIAL
SUPPORT (RDT&E)

400109 FMS FOR SPANISH
CM SUPPORT (FMS)

400110 FMS FOR LCS DET 1
TRAINING (RDT&E)

400111 TAIWAN SHIP
TRANSFER (FMS)

400112 LABOR (RDT&E)

400113 PMS 495 ORCA
TRAINING AND SME
SUPPORT PARA
3.2.3 (RDT&E)

400114 OASIS T&E
SUPPORT, ID 611
(RDT&E)

400115 LABOR, ID 651
(OPN)

4002 Non-personal 24306.0 LH \$1,511,164.60 \$105,025.93 \$1,616,190.53
services to
provide logistics
and technical
support to the
NSWC PCD
Logistics Branch
IAW the SOW dated
5 March 2010 in
Section C,
attachment J4
CDRLs, attachment
J5 QASP and
attachment J6
Specification.
Award term two.
(TBD)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	Other Direct Costs for travel and material IAW SOW in Section C. Base year 1 March 2011 to 29 February 2012. (TBD)	1.0	LO	\$110,856.00
600001	ODCs (SCN)			

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- 600002 OASIS TASK
(RDT&E)
- 600003 ODCs (SCN)
- 600004 GSC TASKING (OPN)
- 600005 OAMCM SUPPORT
EQPT, PARA 3.4
(RDT&E)
- 600006 SOW 3.1.6.1
TRAVEL FOR TAIWAN
NAVY SHIP CHECKS
(FMS)
- 600007 PMS 420 ORCA
TRAINING AND SME
SUPPORT (RDT&E)
- 600008 ODC (RDT&E)
- 600009 ODC (SCN)
- 600010 ORCA TRAINING &
SME SUPPORT; SOW
para 3.2.3
(RDT&E)
- 600011 ODC (WCF)
- 600012 ODC, CODE A24
(RDT&E)
- 600013 PMS 495 ORCA
TRAINING AND SME
SUPPORT (OPN)
- 600014 PMS 420 ORCA
TRAINING AND SME
SUPPORT (RDT&E)
- 6001 Other Direct 1.0 LO \$37,110.96
Costs for travel
and material IAW
SOW in Section C.
Award term one.
(TBD)
Option
- 6002 Other Direct 1.0 LO \$38,410.14
Costs for travel
and material IAW
SOW in Section C.
Award term two.
(TBD)
Option

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF

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7000	Non-personal services to provide logistics and technical support to the NSW PCD Logistics Branch IAW the SOW dated 5 March 2010 in Section C, attachment J4 CDRLs, attachment J5 QASP and attachment J6 Specification. Award term three. (TBD) Option	24306.0	LH	\$1,556,535.58	\$108,179.22	\$1,664,714.80
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7001	Non-personal services to provide logistics and technical support to the NSW PCD Logistics Branch IAW the SOW dated 5 March 2010 in Section C, attachment J4 CDRLs, attachment J5 QASP and attachment J6 Specification. Award term four. (TBD) Option	24306.0	LH	\$1,603,218.53	\$111,423.68	\$1,714,642.21
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

9000	Other Direct Costs for travel and material IAW SOW in Section C. Award term three. (TBD) Option	1.0	LO	\$39,754.74
9001	Other Direct Costs for travel and material IAW SOW in Section C. Award term four. (TBD) Option	1.0	LO	\$41,145.96

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK (SOW) FOR LOGISTICS AND TECHNICAL SUPPORT FOR NAVAIR AND NAVSEA SYSTEMS

05 March 2010

1.0 SCOPE

This Statement of Work (SOW) defines the overall requirements for providing logistics and technical support services for a complex array of systems and Integrated Logistics Support (ILS) documentation supported by the Naval Surface Warfare Center Panama City Division (NSWC PCD). These support services include logistics and technical related support for Naval Air Systems Command (NAVAIR) and Naval Sea Systems Command (NAVSEA) systems supported at NSWC PCD. The contractor shall provide personnel to perform a variety of support tasks including; logistics, Test & Evaluation Support, Support Equipment (SE) maintenance and management, programmatic support, training materials development, and technical documentation support.

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this SOW to the extent specified herein. In the event of conflict between the documents referenced and the contents of this SOW, the SOW shall supersede. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for guidance only. Unless otherwise stated, the contractor will be provided access to these documents via Acquisition Streamlining and Standardization Information System (ASSIST) (<http://assist.daps.dla.mil/quicksearch/>). Specific SE TMs, Maintenance Requirement Cards (MRCs), and Technical Directives (TDs) are available at the Naval Air Technical Data and Engineering Service Command (NATEC) website, <https://www.natec.navy.mil/>.

2.1 Military Standards

- a) MIL-STD-100G Engineering Drawings

2.2 Military Specifications

- a) MIL-DTL-31000C Technical Data Packages, General Specification for
- b) MIL-PRF-49506 Logistics Management Information

2.3 Other Documents

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- a) NSWC Panama City S1000D Business Rules
(Note: These business rules are published and provided to contractors doing S1000D technical documentation and are available at <http://www.s1000dpc.com>.)
- b) NALDA TDSA NAT02 Support Equipment Technical Directive Listing
- c) NAVAIR 00-80T-96 Basic Handling & Safety Manual, US Navy Support Equipment Common
- d) NAVAIR 117-1-114 Inspection and Proofload Testing of Lifting Slings for Aircraft and Related Components
- e) NAVAIR 17-1-125 Support Equipment Cleaning, Prevention and Corrosion Control
- f) OPNAV 4790/51 Support Equipment Custody and Maintenance History Record
- g) OPNAV 4790/64 Support Equipment Transaction Report
- h) TS 9090-700D Ships Configuration and Logistic Information Support (SCLISIS)
- i) TS 9090-310D Alterations To Ships Accomplished By Alteration Installation Teams

3.0 REQUIREMENTS

3.1 Logistics Support

The Contractor shall provide logistics support/services. The Contractor may utilize Notice 1 Acquisition Logistics and MIL-PRF-49506 Logistics Management Information (LMI) as guidance.

3.1.1 Provisioning

The Contractor shall continuously evaluate the effectiveness of implemented logistics support, updating the ILS Plans, Level of Repair Analysis (LORA), and other ILS documentation. The Contractor shall evaluate the effectiveness of implemented provisioning support using established reporting systems to determine whether equipment is properly supported to meet its operational requirements, maintain the Supply Support Management Plan (SSMP), and support preparation of Program Support Data (PSD) sheets as required, evaluate provisioning support problems and recommend provisioning changes, and provide technical support for supply system procurement actions. The Contractor shall evaluate the effectiveness of implemented maintenance plans using established reporting systems to determine whether equipment is properly supported to meet its maintainability and reliability requirements; ensure documentation (TM, MRCs, repair standards, specifications, test procedures, etc.) remains technically accurate and adequate to accomplish

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maintenance; support the demilitarization and disposal of equipment; and develop recommendations for the establishment or improvement of facilities, documentation, SE, training, and manning to assure continuing fleet support. (CDRL A001)

Material Purchase Support

Material items purchased shall be for support of taskings under this SOW only. The contractor shall provide material procurement support of small parts, tools and other associated components needed to support NSWC PCD development and test and evaluation activities, limited to incidental purchases in support of Task Order services only. All material purchases such as special tooling and support parts shall be defined on technical drawings located in the NSWC PCD repository and will be provided as Government Furnished Information (GFI) after award. This effort may also include purchases in accordance with the spares lists also provided as GFI after award. For estimating purposes, the annual material purchases are estimated to be \$10,000 per year. All material purchases \$3,000 and above shall be approved by the Contracting Officer. Material purchases less than \$3,000 shall be approved by the Task Order Manager (TOM).

3.1.3 ILS Support

The Contractor shall develop, update and/or provide comments on the following logistics products provided as GFI (CDRL A002):

- Support Equipment Recommendation Data (SERD) Summary
- Periodic Maintenance Requirements Manual (PMRM)
- LMI summaries
- LORA
- Facilities Requirements Document (FRD)
- Failure Mode Effects and Criticality Analysis (FMECA)
- Provisioning Technical Documentation (PTD) and Supply Support
- Unique Identification (UID) Implementation Plan
- Diminishing Manufacturing Sources and Material Shortages (DMSMS) Plan
- Maintenance Plans

3.1.4 Life-Cycle Sustainment Plans

The Contractor shall provide assistance to NSWC PCD in the development of a Mine Warfare (MIW) systems Life Cycle Sustainment Facility plan and support development of MIW Sustainment Plans for MIW systems. The Contractor shall develop and provide comprehensive MIW Sustainment Plans compiled from a variety of sources. The contractor shall maintain and host an Integrated Data Environment (IDE) to allow for collaborative viewing, posting, and storing of MIW documents applicable to the MIW Sustainment Plans. (CDRL A002)

3.1.5 Life Cycle Sustainment Center (LCSC) Planning

The contractor shall develop a draft planning document that identifies requirements, candidate facility

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spaces, and near/far-term options for implementing the MIW LCSC capability. The contractor shall develop presentation materials depicting the MIW Life Cycle Support Facility (LCSF) concept and plans in a format approved by the NSWC PCD point of contract. The concepts and plans shall consist of the following:

- Overall LCSC capability for all MIW systems.
- Identification of MIW systems facility requirements and candidate facility spaces.
- A preliminary LCSC options tradeoff study.
- A preliminary LCSC Tactical Implementation Plan.
- LCSC options tradeoff study.

During the development of the planning document, the contractor shall conduct informal in-process reviews with NSWC PCD personnel to discuss progress and direction of the LCSC. (CDRL A002)

3.1.6 Configuration Management

The Contractor shall support configuration management practices by updating the Configuration Management program and maintaining Configuration Status Accounting reports to ensure control of the hardware, computer program(s), and technical documentation baselines. The Contractor shall use CMPro as the configuration management tool unless specified otherwise by the Government. The Contractor shall maintain an online technical library and library services for collecting, storing, retrieving, distributing and accounting for technical data. The access to the online library shall be Common Access Card (CAC) enabled logins. The Contractor shall support development of Ship/System Change Documents (SCD) and the associated analyses. The Contractor shall assist in processing the SCD package through the SHIPMAIN process. (CDRL A002)

3.1.6.1 FMS Configuration Management

The Contractor shall assist with the management of configuration, alteration, and logistics data for Foreign Military Sales (FMS) assets assigned to NSWC PCD FMS Configuration Data Manager (CDM). Maintenance of the configuration, alteration, and logistic data in the Configuration Data Managers Data Base – Open Architecture (CDMD OA) will be accomplished in accordance with Ships Configuration and Logistic Information Support (SCLISIS) Technical Specification (T.S.) 9090-700D (see 2.3h above), and under the direction of the FMS CDM. As specified in T.S. 9090-700D, the Contractor shall maintain all data at an accuracy between 95% - 100%. An integral part of managing configuration data for the FMS CDM is Configuration Status Accounting. The Contractor shall extract selected configuration data at the request of in-country personnel for the purposes of conducting validations of shipboard systems and equipment. In addition, the Contractor shall review and update CDMD-OA with the data received from these validations. The Contractor shall travel for the purposes of conducting validations, train in-country personnel in validation techniques, and attend meetings to provide status of assigned ships.

An essential part of assisting with managing configuration is the ability to plan for modernization. The Contractor shall prepare Configuration Overhaul Planning data (COP) in CDMD-OA from work files received from the various Naval Activities participating in Navy modernization, or generate work files for the purposes of providing COP to other ship class CDMs. Work files providing configuration updates shall be processed no later than 30 days from formal request by NSWC

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PCD. The contractor shall process work files providing COP data in support of the Ship's scheduled availability. Training will be made available to the successful offeror after award for certification in CDMD OA training. The FMS CDM has a requirement to provide CDMD OA Training to personnel requiring Work file training in the Southeast region

3.1.6.2 AIT Scheduling and Management Support

The Contractor shall query ship schedules in Navy Data Environment (NDE) Afloat Master Planning System (AMPS). The contractor shall review Ship Scheduled availability Dates and Modernization Windows. The contractor shall identify ships availabilities matching open dates in installation schedule and AIT's and determine if installation is outside the Target Completion Date (TCD). All information accessed will be unclassified.

The Contractor shall contact Alteration Installation Team Project Manager and confirm dates. The contractor will be provided access to an external database to load ship and installation dates. The contractor shall contact the Type Commander to request installation date approval and the Port Engineer to confirm availability of installation dates. The contractor shall contact the Ship's POC for RMMCO check-in process and to confirm dates and discuss perceived installation issues.

Once approved by Government, the Contractor shall load dates of proposed install for specific ship in the NDE Navy Modernization (NM). Push dates in NDE NM to NDE AMPS. Develop Risk Form as required and submit through NDE AMPS for SPM and NAVSEA 62 approval. The contractor shall follow up by assuring the alteration has been authorized in the Fleet Commanders Authorized Baseline. The contractor shall submit TCD Offer officially requesting to install if outside the Modernization Window (MOD WIN). If outside MOD WIN, the contractor shall draft TCD offer and submit Naval Message requesting permission to install from the Ship, ISIC, Type Commanders, and Fleet Commanders. The contractor shall contact ISIC, SURFLANT/SURFPAC, SURFOR, and Fleet Commander (COMPACFLT or COMNAVNETWARCOM) if response(s) are not forthcoming.

The Contractor shall log into NDE CDMD-OA query ship database and develop work files for all Configuration APL's (RT2's) being added to the Ships Database. The contractor shall also develop work files for all Logistic records (RT3's) being added to the Ships Database.

The Contractor shall review work file and submit to Ships Configuration Data Manager (CDM) via NDE CDMD-OA. Log into Regional Maintenance & Modernization Coordination Office (RMMCO) website. Submit RMMCO check in form. The contractor shall provide copies of ILS Certification and Ship Alteration Record (SAR). They must be uploaded and attached to the RMMCO check-in form prior to check in.

The Contractor shall fill in and complete all Installation Documentation forms

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specified in 9090-310D (attachment 4). The contractor shall mail documentation to on site representatives in San Diego or Norfolk. The contractor shall provide documentation to representative from NSWC PCD if installation is at locations other than San Diego or Norfolk.

The Contractor shall, on completion of installation, verify completion of installation in RMMCO database, query CDMD-OA for MOBI installation files and create work file to provide Serial Numbers and any possible location changes to the CDM for database corrections, change Installation Status Code (ISC) to 'G' indicating installation complete, follow up to ensure work files have been updated by CDM, and log into the contracted external database and clear the installation from the "active" to "completed" status.

3.1.7 ILS Meetings

The Contractor shall attend meetings, program reviews, conferences, and other meetings as required to support Logistics Branch programs and NSWC PCD. In support of these meetings, the Contractor may be required to draft presentation packages, meeting minutes or trip reports as required. The Contractor shall provide support for the following ILS meetings (CDRL A003) (CDRL A004):

- Program Level IPRs
- Quarterly Program Reviews (QPR)
- ILS Management Team (ILSMT) meetings
- Training Working Group meetings
- In-Process Meetings for ETM & S1000D and Training
- Maintenance Planning Working Group

3.1.8 Shipment Support

The Contractor shall provide support in the preparation and shipment of assets. System and SE can be required at various locations, sometimes simultaneously, which necessitates the support efforts of the contractor.

3.2 Documentation Support

3.2.1 Technical Documentation

The contractor shall assist in the development and revision of technical publications and engineering drawings in accordance with MIL-DTL-31000C and MIL-STD-100G. The following documents are representative examples of documentation to be developed/maintained (CDRL A005):

- o Naval Warfare Publications (NWP)
- o OPNAV handbooks and instructions
- o NAVSEA handbooks and instructions
- o Operation and Maintenance Manuals (includes IETMs)

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- o Engineering drawings
- o NAVSEA standard drawings
- o Navy Training Systems Plan (NTSP)
- o Electronic Technical Manuals (ETM)
- o S1000D IETMs
- o Training curriculum
- o Naval Training System Plan (NTSP)

Interactive Electronic Technical Manual (IETM) Support

The contractor shall provide personnel with experience in XML coding requirements for electronic Technical Manual conversions as required. The Contractor shall provide personnel familiar with the content management software utilized in creating and publishing S1000D IETMs. Contractor personnel shall provide training and technical assistance as required to end users of the content management software and associated publishing software tools. (CDRL A006)

3.2.3 Training Support

3.2.3.1 The Contractor shall review and update training materials, including NTSPs, curriculum, and program documents to assess and ensure training materials meet schoolhouse requirements. The contractor shall participate in training Integrated Product Team (IPT) meetings including factory courses, formal schoolhouse curriculum development and update, factory course conduct, and pilot courses. The contractor also shall produce or provide input to briefing packages and meeting minutes. The contractor shall provide technical support to NSWC PCD in the development of training materials and in conducting training in support of Contractor Testing (CT), Demonstration Testing (DT), and Operational Testing (OT) events. (CDRL A007)

3.2.3.2 The Contractor shall update/convert existing training material to SCORM compliant Computer Base Training (CBT) products as well as develop CBT products. The Contractor shall provide training personnel with experience and expertise in the Authoring Instructional Media (AIM) software. The Contractor shall develop training packages from Government supplied source data to ensure compliance with Navy requirements. (CDRL A007)

3.3 Airborne and Surface Mine Countermeasures Systems Test and Evaluation Support

3.3.1 The Contractor shall provide engineering, technical, and test and evaluation (T&E) support for all phases of Surface Mine Countermeasures testing. The Contractor shall provide test directors and field support personnel to support planning and conduct of test events, support of NSWC PCD analyses, and generation of test documentation including test logs, mission summaries, and daily updated test schedules for development and testing phases that support fielding of these systems to the Fleet. (CDRL A008, A009)

3.3.2 The Contractor shall provide engineering, technical, and T&E support for all phases of Organic Airborne and Surface Mine Influence Sweep (OASIS) Airborne Mine Countermeasures (MCM) testing and Organic Reeling Cable Assembly (ORCA) testing. The Contractor shall provide field support personnel (i.e., on-site test personnel) to support planning and conduct of test events, support of NSWC PCD analyses, and generation of test documentation including test logs,

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mission summaries, and daily updated test schedules for development and testing phases that support fielding of these systems to the Fleet. (CDRL A008, A009)

3.3.3 The contractor shall provide T&E personnel to support at sea and on shore testing. This will include generation of test documentation and test conduct support. Contractor personnel shall ride both small boats and large ships during testing. The support personnel will also be involved in writing and editing test plans. The contractor shall provide medical and workman's compensation insurance for the individuals serving as crew members (i.e., assigned a specific role on-board the boat/ship to conduct the tests) on test craft and boats. However, The U.S. Navy is self-indemnified for any damage to equipment or liability claims incurred during official duty, such as the operation of craft or boats on an authorized test. Therefore, insurance to cover vessels, equipment, and general liability is not required and will not be reimbursed under this contract. (CDRL A008, A009)

3.3.4 The contractor shall provide personnel to assist in various testing events including, Demonstration Tests (DT), Contractor Test (CT) and Operational Assessments (OA), as new acquisition systems under NSWC PCD cognizance transition to In-Service assets. The contractor shall provide personnel with hands-on experience with similar systems in support of these requirements to ensure systems and associated SE is ready for fielding and transitioning to the Fleet. (CDRL A008, A009)

3.4 Support Equipment (SE) Maintenance and Management

3.4.1 Support Equipment Management

In support of the Government as the Organic Airborne Mine Countermeasures (OAMCM) Individual Material Readiness List (IMRL) reporting activity and Local Asset Management System (LAMS) user, the Contractor shall provide personnel to assist with the management and maintenance of OAMCM IMRL assets required for test and in-service events. The Contractor will first locally coordinate with the Government OAMCM liaison for the scheduling, issuing, and receiving of SE with maintenance activities and individual OAMCM program users prior to contacting the cognizant Support Equipment Controlling Authority (SECA). The Contractor shall assist the Government OAMCM liaison in maintaining operational OAMCM IMRL assets, including the compliance with all procedures outlined in NAVAIR 00-80T-96.

3.4.2 Support Equipment Maintenance

3.4.2.1 Required SE maintenance includes basic cleaning, depreservation, preservation, and corrosion control to complex maintenance inspections, servicing, depreservation, preservation, and storage. The Contractor shall conduct all inspections (i.e. acceptance, periodic, preoperational and transfer inspections as applicable) in accordance with the NAMP. The Contractor shall conduct scheduled and unscheduled maintenance IAW specific equipment TMs. The Contractor shall clean, depreserve, preserve, and corrosion treat per the Maintenance Requirements Cards (MRCs). OAMCM IMRL assets that will not be used for more than sixty business days shall be preserved per NAVAIR 17-1-125. The Contractor shall assist with the management of the configuration for OAMCM IMRL assets. The Contractor shall verify TDs are installed on OAMCM IMRL assets per NALDA TDSA NAT02. The Contractor shall install TDs that are not on OAMCM IMRL assets. Specific SE TMs, MRCs, and TDs are available at the NATEC website, <https://www.natec.navy.mil/>.

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3.4.2.2 The Contractor shall report inspections and maintenance in accordance with the NAMP. The SE Custody and Maintenance History Record (OPNAV 4790/51) will be used to record acceptance information, custody and transfer, record of rework, depreservation, preservation, TDs, and Non-Destructive Inspection (NDI), proof load testing, disassembly, and reassembly. The record shall accompany all OAMCM IMRL assets that have maintenance requirements and applicable TDs. Exceptions are cited in the NAMP. The Government OAMCM liaison will procure consumables and piece parts for SE upon contractor identification. The Government OAMCM liaison will arrange for Government tools to be made available to support SE maintenance upon contractor identification. Upon Contractor request, the Government OAMCM liaison will determine if an OAMCM Shore Based Consolidated Allowance List (SHORECAL) for piece part support of SE end items is required and will coordinate its development if applicable. Government OAMCM liaison will ensure all Government SE operators have valid licenses are in Phase II training under direct supervision of licensed personnel. The Contractor shall provide Government SE operator training when requested.

3.4.2.3 Upon contractor notification of a requirement for weight/load tests and NDIs, the Government OAMCM liaison will schedule them per NAVAIR 17-1-114. The Contractor will coordinate with the Government OAMCM liaison to have OAMCM IMRL assets requiring calibration formally inducted at a Navy Calibration Laboratory (NCL).

3.4.3 Support Equipment Inventory Control

3.4.3.1 The Contractor shall provide inventory support consisting of cataloging and database support. The Contractor shall use NAVAIR's Support Equipment Resources Management Information System (SERMIS) and LAMS databases for OAMCM IMRL asset queries and tracking. SERMIS is the only NAVAIR authorized source for in-use SE allowance, inventory, technical data, asset location, excess/deficit, rework, and reacquisition and procurement validation data. SERMIS provides IMRL information to LAMS. LAMS interfaces with SERMIS to provide SERMIS automated inventory management transaction data. The Contractor shall develop, manage, and deliver a monthly OAMCM IMRL asset status, which identifies SE by part number, serial number, National Stock Number (NSN), nomenclature, location, periodic maintenance requirement, and notes for when unit RFI is due. The Contractor shall deliver a monthly OAMCM IMRL asset status in a native Microsoft Excel file on CD-ROM. Contractor format is acceptable. (CDRL A010)

3.4.3.2 For the applicable AMMRL Activity Identifier (AAI), the Contractor will download OAMCM IMRL data from SERMIS into LAMS. The Contractor will verify part numbers and Commercial and Government Entities (CAGEs) of assets to be reported up-line to SERMIS. The Contractor will calculate and identify excess/deficit SE assets. The Contractor will resolve unmatched IMRL records with the SECA. At a minimum, the Contractor will determine on an annual basis if IMRL activity tailoring is required, and submit an IMRL Revision Request if it is, for SECA approval. The Contractor shall coordinate with the Government OAMCM liaison to obtain SE not on-hand, but authorized by the IMRL. The Contractor will report the custody of SE being used by OAMCM programs, but not authorized by the IMRL. The Contractor will maintain non-IMRL assets with SECA approval. The Contractor shall forward day-to-day inventory actions (i.e. gains, losses, transfers, loads, rework, re-identifications, and surveys), by either an Automated

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Transaction Report (ATR) or OPNAV 4790/64, SE Transaction Record (TR), for SECA approval and subsequent SERMIS update. The Contractor shall deliver the monthly LAMS database in a native Microsoft Excel file archived to a WinZip file on CD-ROM.

3.4.4 Meetings

The Contractor shall support NSWC PCD Quarterly SE meetings to report OAMCM IMRL asset status for specified programs. The Contractor shall generate and deliver the agenda, minutes, attendees list, action items, and briefs (as applicable) for the NSWC PCD Quarterly SE meetings. The Contractor shall provide the NSWC PCD Quarterly SE meeting facilities and communication resources, such as telephone, Video Teleconference, and/or real time internet access. The Contractor shall support one yearly NAVAIR sponsored SE meeting or training conference. (CDRL A004)

3.5 Programmatic Support

The Contractor shall provide personnel with experience with programmatic support requirements. The Contractor shall provide programmatic support for various levels of management, including Branch Heads, Project Engineers, ILS Managers, and Test Engineers. Requirements under this tasking will consist of maintaining program schedules; preparing and updating plans (e.g. Risk Management Plans, Configuration Management Plans, Process Improvement Plans); reviewing program documents; attending IPRs and QPRs; and preparing presentation material as required. (CDRL A011)

3.6 Travel

The Contractor may be required to travel to Washington, D.C.; San Diego, CA; Ingleside, TX; Sasebo, Japan; Bahrain; Qatar; Spain; South Korea; Greece; Egypt; Canada and other locations. There is a possibility associated with this requirement of accompaniment of Government personnel to theater of operations, i.e. and area for the conduct or support of combatant operations. The Contractor may require travel to locations other than NSWC PCD to perform maintenance on the system and SE. In the event that Contractor support is required at a location other than NSWC PCD, a minimum 24-hour notice will be given. The number of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than those one of those specified above without the expressed written consent of the COR (Contracting Officer Representative). All travel costs will be reported in the monthly status report as well as monitored by Contractor to ensure yearly ceiling is not exceeded. (CDRL A012) Travel expenses are limited by the Government Travel Regulations.

3.7 Progress and Financial Reporting

The contractor will track and maintain progress and financial information for efforts defined in this SOW. The format for the report will follow the Work Breakdown Structure format. The monthly status report will include such items as description of work accomplished for the reporting period, problem areas and actions taken, work planned for the next reporting period, and financial status showing reporting period and year-to-date status. (CDRL A011)

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3.8 Monthly Status Report

The contractor shall prepare a monthly status report that documents the status of contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended. The status report shall also include a detail listing of all material purchases, including the specific cost of each item procured. (CDRL A012)

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SECTION D PACKAGING AND MARKING

Delivery shall be in accordance with the provisions of the basic contract.

All technical reports and other deliverable items shall be marked to include, as a minimum, the prime contractor's name, contract number, and task order number.

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama Division, as specified in the Quality Assurance Surveillance Plan (QASP) attached. 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 inter site: <http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Services may be performed at the Contractor facility, Naval Surface Warfare Center Panama City Division (NSWC PCD) or travel location. Location is dependent upon type of task being performed.

DURATION OF TASK ORDER PERIOD

This task order shall become effective on 1 March 2011 and shall continue for a period of one year. In accordance with the Award Term Plan and Award Term Clause of this order, the order may continue for up to four additional years based on the contractor's performance.

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional 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.

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GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer

Wanda Cutchin
Panama City, Florida 32407
wanda.cutchin@navy.mil
850-636-6140

Contract Specialist

Phillip Morris
110 Vernon Avenue
Panama City, Florida 32407
phillip.e.morris@navy.mil
850-235-5387

Task Order Manager/Contracting Officer Representative

Carleton Smith, Code E14
850-235-5410
CARLETON.SMITH@NAVY.MIL

Defense Contract Management Agency (DCMA)

DCMA Hampton Roads

Defense Finance and Accounting Services (DFAS)

DFAS Columbus

INVOICING INSTRUCTIONS:

Invoices shall be submitted as specified in the basic contract. Invoices must be submitted electronically to the Payment Office identified in Block 12 of this order using Wide Area Work Flow (WAWF). An email copy of all invoice must be provided to the Task Order Manager (TOM) and the Contract Specialist identified above.

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NSWCPC – G12 INVOICE INSTRUCTIONS (WAWF)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be

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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 <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(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 setup 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 inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (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)
- 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	N61331
ADMIN DODAAC	S2404A
PAY OFFICE DODAAC	HQ0338
INSPECTOR DODACC	
SERVICE ACCEPTOR DODAAC	N61331
SERVICE APPROVER DODAAC	
SHIP TO DODAAC	N61331
DCAA AUDITOR DODAAC	HAA47B
LPO DODAAC	N61331
INSPECTION LOCATION	SEE SECTION E
INSPECTION LOCATION	SEE SECTION E

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) 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:

TO BE DETERMINED AT CONTRACT AWARD

(f) 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.

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(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755 or june.fordham@navy.mil. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363 or Colette.hazard@navy.mil.

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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, a security threat, or a facility-related problem that prevents personnel from working, on-site 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, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

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

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

```
Accounting Data
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BASE Funding 3000.00
Cumulative Funding 3000.00
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MOD 01
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MOD 02

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400016 11248846 25000.00
 LLA :
 AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1105101

600004 10812816 (10500.00)
 LLA :

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MOD 02 Funding 223690.00

Cumulative Funding 416729.00

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LLA :

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MOD 03 Funding 147500.00

Cumulative Funding 564229.00

MOD 04

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LLA :
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MOD 04 Funding 394250.00
Cumulative Funding 958479.00

MOD 05

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LLA :
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600011 12071487 4000.00

LLA :
AU 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E11A0013

MOD 05 Funding 533592.60
Cumulative Funding 1492071.60

MOD 06

400101 12162968 148958.75

LLA :
AY 1711319 7505 252 MW495 0 050120 2D 000000 A20000629394
Standard Number: N0002411RX00777 ACRN:AD

400102 12213507 5000.00

LLA :
AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z1126202

400103 12213509 15000.00

LLA :
BA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z1126311

400104 12223597 5000.00

LLA :
AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z11264CT

400105 12395802 14000.00

LLA :
BB 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2A1101344

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400106 12314883 30000.00
 LLA :
 AC 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2Q11DTSTE

400107 12314972 9000.00
 LLA :
 AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGJ11LORCA

400108 12233966 20000.00
 LLA :
 BC 1711319 7505 252 MW495 0 050120 2D 000000 A10000629394
 Standard Number: N0002411RX00777 ACRN:AB

600012 12223673 2563.00
 LLA :
 AY 1711319 7505 252 MW495 0 050120 2D 000000 A20000629394
 Standard Number: N0002411RX00777 ACRN: AD

600013 12314884 10000.00
 LLA :
 AC 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2Q11DTSTE

600014 12314975 1000.00
 LLA :
 AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGJ11LORCA

MOD 06 Funding 260521.75
 Cumulative Funding 1752593.35

MOD 07

400109 12841270 40000.00
 LLA :
 BD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z112614A

400110 12841271 5500.00
 LLA :
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGA1105212

400111 12638577 23000.00
 LLA :
 BE 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z11261C1

400112 12588205 10000.00
 LLA :
 BF 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2C112ILS1

400113 12173011 3500.00
 LLA :
 BG 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2J1117001

MOD 07 Funding 82000.00
 Cumulative Funding 1834593.35

MOD 08

400114 13042343 26000.00
 LLA :
 BC 1711319 7505 252 MW495 0 050120 2D 000000 A10000629394
 Standard Number: N0002411RX00777

400115 13082605 10000.00
 LLA :
 BH 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2Q1200003

MOD 08 Funding 36000.00
 Cumulative Funding 1870593.35

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The level of effort for the performance of this contract for the base year shall be **23,026** man-hours and the level of effort for the option years shall be 24,306 man-hours per year for a total of 120,250 man-hours for the 5 year effort, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total labor hours of direct labor set forth above, it is estimated that [**OFFEROR TO FILL IN (no. of hours)**] labor 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. 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 (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) 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 labor 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 labor hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of labor hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of labor 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 and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term thereof, and provided further that no increase in the estimated cost or fee is required.

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CHANGES IN KEY PERSONNEL

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

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed key personnel substitutions 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 thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute;

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(4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and

(5) 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.

(c) In the event a requirement to increase the specified level of effort for a designated key labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

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POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

(d) 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.

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NAVSEA 5252.242-9115 TECHNICAL GUIDANCE

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

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AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of:

1. Satisfactory or better performance of the contractor as evaluated by the Government.
2. The Government has a continued need for the services (solely determined by the Government).
3. The Government has funds for the services.

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For each year of the order, contractor performance is evaluated using the Quality Assurance Surveillance Plan (QASP) and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are less than satisfactory for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Quality Assurance Surveillance Plan" and referenced in the "Award Term Plan".

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AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria and Ratings are contained in the attached Quality Assurance Surveillance Plan (QASP) in Section J. The contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the QASP criteria may result in the incentive not being earned.

b. Evaluation Period. The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. Interim evaluation will also be conducted as described below.

c. Personnel. The Government evaluation team will be as specified in the QASP.

d. Interim Evaluation. An interim evaluation shall be conducted at the midpoint (i.e., six months) of the first evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern. Additional interim evaluations may be conducted at the discretion of the Government.

e. End-of-Period Evaluations. End of Period evaluations shall be accomplished in the Contractor Performance Assessment Reporting System (CPARS). No later than 60 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings and close the report. If the contractor does NOT concur with ratings the Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the 30 days prior to the end of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

f. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to grant the award term extending the period of performance of the order. The award term is subject to cancellation based on the following specific contingencies: elimination of the requirement; lack of funding; and unfavorable determination that price is fair and reasonable.

g. Changes to the Award-Term Plan. This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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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

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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 SBAs 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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GOVERNMENT FURNISHED INFORMATION (GFI)

NSWC PCD will provide the contractor access to all documents listed in SOW paragraph 2.0 within five (5) days after award of this contract. Additional GFI such as ILS, training, and T&E documentation requiring contractor review, analysis, and updating will be provided throughout the contract period of performance. Additionally, NSWC PCD will provide relevant program management documentation as that information becomes available throughout the contract period of performance. Disposition of GFI will be made at contract completion.

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ACCESS TO GOVERNMENT FACILITIES

NSWC PCD will provide the Contractor access to Government facilities as required to complete this task order. Access will be provided during normal business hours (Monday through Friday, 0600 - 1800 hours) or other applicable timeframes as required to support testing activities. Contractor will be issued a CAC to fulfill task order requirements. Office space will not be required.

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DELIVERABLES

All data deliveries shall be in accordance with the schedules set forth in the DD Forms 1423, Exhibit A. (A001 - A012)

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PERIOD OF PERFORMANCE

The period of performance shall be for one year from date of issuance of the order. Four follow-on award terms may be executed.

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REQUIREMENT SECURITY CLASSIFICATION

All work under this SOW is UNCLASSIFIED. The contractor requires neither access to, nor generation of any classified information under this task order.

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NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

a. All contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility

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Security Officer or designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

b. Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

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NSWCPC - H-08 Operations Security

1. Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

2. The contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI)

documents when no longer needed;

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- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

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DISTRIBUTION LIMITATION STATEMENT

Any and all documentation generated under this contract shall carry a distribution statement and destruction notice as appropriate to the agency/office requiring the statement. Distribution statement and destruction notice will be marked clearly on each page of each technical/engineering drawing produced; other documents will include the distribution statement and destruction notice on the cover and title page (if any):

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY (ADMINISTRATIVE/OPERATIONAL USE) (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO PEO-LMW (PMS210).

DESTRUCTION NOTICE – FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

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RELEASE OF INFORMATION

All technical data provided to the contractor by the Government and/or by the contractor for the Government shall be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority or NSWC PCD Public Affairs Office. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information to preclude access by any person or entity not authorized such access by the Government.

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PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for satisfactory or better performance is contained in the order (Award Term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance period (Base or Award Term) during the order or sooner, if required, to correct less than satisfactory performance.

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CAPPED RATES

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The Offeror shall apply realistic rates that do not exceed the maximum capped rates contained in the basic contract. The Offeror shall identify each capped rate contained in its Seaport contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the task order awarded as a result of this solicitation.

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KICK-OFF MEETING

The Contractor shall coordinate with the Task Order Manager (TOM) and Contract Specialist to conduct a kick-off meeting within ten working days after the award of the contract to review the terms and conditions, statement of work (SOW) and Contract Data Requirements List (CDRL) requirements for this task order. This meeting's date, time and location shall be determined at time of award.

The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the task order.

H-XX 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 SBAs 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.

H-XX 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 SBAs 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.

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

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

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SECTION I CONTRACT CLAUSES

APPLICABLE CLAUSES ARE CONTAINED IN THE BASIC CONTRACT

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 Additionally, these clauses are also included:

52.222-2 Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (Deviation) (Feb 2010)

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

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(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

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SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2 in the contractor's basic 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. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

(1) A copy of the proposed subcontractors cost or price proposal.

(2) 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.

(3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) As required by FAR 15.404-3(b)the contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a subcontractor or consultant."

(c) T&M pricing arrangements require an accounting system rating of adequate as deemed by DCAA. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

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SECTION J LIST OF ATTACHMENTS

CDRLS, DD FORM 1423

TS9090-310D SPECIFICATION

Quality Assurance Surveillance Plan (QASP)