

2. AMENDMENT/MODIFICATION NO. 36	3. EFFECTIVE DATE 22-Jul-2014	4. REQUISITION/PURCHASE REQ. NO. See Section G	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Technical Systems Integration 816 Greenbrier Circle, Suite 208 Chesapeake VA 23320 CAGE CODE 0WWV3 FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4147-0008
		10B. DATED (SEE ITEM 13) 18-Jun-2008

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:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Limitation of Funds 52.232-22

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)	
		Amy T Richards, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>/s/Amy T Richards</u> (Signature of Contracting Officer)	28-Jul-2014

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GENERAL INFORMATION

The purpose of this modification is to 1) incrementally fund Labor CLIN 7000 in the amount of \$140,000 and ODC CLIN 9000 in the amount of \$10,000, 2) update Section H, Funding Profile and Allotment of Funds Table, and 3) update Section G, Contract Administration Point of Contacts and Responsibilities - Contract Specialist.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$7,906,113.50 by \$150,000.00 to \$8,056,113.50.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700002	O&MN,N	██████████	██████████	██████████
900002	O&MN,N	██████████	██████████	██████████

The total value of the order is hereby increased from \$10,600,177.00 by \$0.00 to \$10,600,177.00.

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

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	H242	The contractor shall provide engineering and technical supportfor EM and CBRN CASE in accordance with Section C. Base Period, 18 Jun 2008 - 17 Jun 2009. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$445,898.00
100001	H242	Incremental funding (Fund Type - TBD)					
100002	H242	Incremental funding (O&MN,N)					
100003	H242	Incremental funding (Fund Type - OTHER)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000	H242	Other Direct Costs associated with CLIN 1000. Base period 18 Jun 2008 - 17 Jun2009 (Fund Type -TBD)	1.0	LO	\$37,000.00
300001	H242	Incremental funding (Fund Type - TBD)			
300002	H242	Incremental funding (Fund Type - TBD)			
300003	H242	Incremental funding (O&MN,N)			
300004	H242	Incremental funding (O&MN,N)			
300005	H242	Incremental funding (O&MN,N)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	H242	The contractor shall provide engineering and technical supportfor EM and CBRN CASE in accordance with Section C. Option 1, 18 Jun 2009 - 17 Jun 2010. (O&MN,N)	1.0	LO	██████████	██████████	\$1,218,888.00
400001	H242	Incremental funding (Fund Type - OTHER)					
400002	H242	Incremental funding (Fund Type - OTHER)					
400003	H242	Incremental funding (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	H242	The contractor shall provide engineering and technical supportfor EM and CBRN CASE in accordance with Section C. Option 2, 18 Jun 2010 - 17 Jun 2011. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$2,042,289.00
410001	H242	Incremental funding (Fund Type - OTHER)					
410002	H242	Incremental funding (Fund Type - OTHER)					
410003	H242	Incremental funding (Fund Type - OTHER)					
410004	H242	Incremental funding (Fund Type - OTHER)					
410005	H242	Incremental funding (RDT&E)					
410006	H242	Incremental funding (Fund Type - OTHER)					
4200	H242	The contractor shall provide engineering and technical supportfor EM and CBRN CASE in accordance with Section C. Option 3, 18 Jun 2011 - 17 Jun 2012 (Fund Type -TBD)	1.0	LO	██████████	██████████	\$1,551,917.00
420001	H242	Incremental funding (O&MN,N)					
420002	H242	Incremental funding (Fund Type - OTHER)					
420003	H242	Incremental Funding (RDT&E)					
420004	H242	Incremental Funding (Fund Type - OTHER)					
420005	H242	Incremental Funding (O&MN,N)					
420006	H242	Incremental Funding (Fund Type - TBD)					
4300	H242	The contractor shall provide engineering and technical supportfor EM and CBRN CASE inaccordancewith Section C. Option 4, 19 Jun 2012 - 17 Jun 2013 (Fund Type -TBD)	1.0	LO	██████████	██████████	\$1,991,435.00
430001	H242	OPTION 4 - LABOR FUNDING (RDT&E)					
430002	H242	OPTION 4 - LABOR FUNDING (Fund Type - TBD)					
430003	H242	OPTION 4 - LABOR FUNDING (Fund Type - TBD)					
430004	H242	OPTION 4 - LABOR FUNDING (Fund Type - TBD)					
430005	H242	OPTION 4 - LABOR FUNDING (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4400	H242	The contractor shall provide engineering and technical support for EM and CBRN CASE in accordance with Section C. Option 5 (O&MN,N)	1.0	LO	██████████	██████████	\$1,745,515.00
440001	H242	T.I. 03 (O&MN,N)					
440002	H242	T.I. 03 (O&MN,N)					
440003	H242						
440004	H242	T.I. 03 (O&MN,N)					
440005	H242	T.I. 03 (O&MN,N)					
440006	H242	(O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	H242	Other Direct Costs associated with CLIN 4000. Option 1, 18 Jun 2009 - 17 Jun 2010 (Fund Type -TBD)	1.0	LO	\$497,313.00
600001	H242	Incremental funding (Fund Type - OTHER)			
600002	H242	Incremental funding (Fund Type - OTHER)			
600003	H242	Incremental funding (Fund Type - OTHER)			
600004	H242	Incremental funding (Fund Type - OTHER)			
600005	H242	Incremental funding (Fund Type - OTHER)			
6100	H242	Other Direct Costs associated with CLIN 4100. Option 2, 18 Jun 2010 - 17 Jun 2011. (Fund Type - TBD)	1.0	LO	\$159,011.00
610001	H242	Incremental funding (Fund Type - OTHER)			
610002	H242	Incremental funding (Fund Type - OTHER)			
610003	H242	Incremental funding (Fund Type - OTHER)			
610004	H242	Incremental funding (RDT&E)			
610005	H242	Incremental funding (Fund Type - OTHER)			
6200	H242	Other Direct Costs associated with CLIN 4200. Option 3, 18 Jun 2011 - 17 Jun 2012. (Fund Type - TBD)	1.0	LO	\$76,011.00
620001	H242	Incremental funding (O&MN,N)			
620002	H242	Incremental funding (RDT&E)			
6300	H242	Other Direct Costs associated with CLIN 4300. Option 4, 19 Jun 2012 - 17 Jun 2013 (Fund Type -TBD)	1.0	LO	\$115,000.00
630001	H242	OPTION 4 ODC FUNDING (RDT&E)			
630002	H242	OPTION 4 ODC FUNDING (Fund Type - TBD)			
630003	H242	OPTION 4 ODC FUNDING (Fund Type - TBD)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6400	H242	Other Direct Costs associated with CLIN 4400. Option 5, (Fund Type - TBD)	1.0	LO	\$169,900.00
640001	H242	T.I. 03 (O&MN,N)			
640002	H242	T.I. 03 (O&MN,N)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	H242	Engineering Services in accordance with SOW (Fund Type - TBD)	1.0	LO	██████████	██████████0	\$450,000.00
700001	H242	(O&MN,N)					
700002	H242	(O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	H242	Other Direct Cost associated with CLIN 7000 (Fund Type - OTHER)	1.0	LO	\$100,000.00
900001	H242	Funding in support of CLIN 9000 (O&MN,N)			
900002	H242	Funding in support of CLIN 9000 (O&MN,N)			

TYPE OF ORDER

This is a Term (LOE) order.
 Items in the 1x00,4x00 and 7x00 series are cost plus fixed fee type
 Items in the 3x00,6x00 and 9x00 series are cost type

ADDITIONAL CLINS/SLINS

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 SCOPE

The Naval Surface Warfare Center, Dahlgren Division (NSWCDD) – Chemical, Biological, & Radiological Protection & Integration Branch (Z23) has been designated as the Emergency Management and Chemical, Biological, Radiological, and Nuclear Capability Area Systems Engineer (EM/CBRN CASE) for the Navy Facilities Engineering Systems Command Antiterrorism / Force Protection Ashore (NAVFAC ATFP ASHORE) program office.

In such capacity, Z23 has been tasked to support current and future EM and CBRN defense research, development, and acquisition activities on behalf of Commander Naval Installations Command (CNIC).

In support of this effort, NSWC DD has the charter to

Develop and maintain an EM / CBRN capability and systems strategy.

Recommend Navy RD&A processes and capabilities to address current EM / CBRN capability gaps and needs identified.

Define and implement a business process to support development and evaluation of EM / CBRN proposals.

Provide Navy RD&A expertise at appropriate DoD and service EM / CBRN working-level and decision-making venues.

Develop and maintain awareness of the technical and programmatic status of EM / CBRN CASE technology development efforts, as well as the deployment status and operational effectiveness of deployed EM / CBRN technologies.

Refine FFC/CNIC Requirements Identification Process (pertinent to EM / CBRN Capabilities).

2.0 APPLICABLE DOCUMENTS

The following instructions and regulations are helpful in the understanding of the SOW performance requirements:

DODI 2000.18 DoD Installation CBRNE Emergency Response Guidelines

DODI 2000.16 DoD Antiterrorism (AT) Standards

DoD Handbook 0-2000.12-H(Series) Protection of DoD Personnel and Assets from Acts of Terrorism (5 April 2001)

CNIINST 3440.17 (Series) Navy Shore Installation Emergency Management Program Manual

OPNAV Instruction 3440.17(Series) Navy Shore Installation Emergency Management Program (Draft)

DoD Concepts of Operation for CBRNE Preparedness for U.S. Military Installation & Facility Preparedness (DRAFT)

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OPNAV Instruction 5090.1(Series) Environmental and Natural Resources Program Manual (17 Oct 2002)

OPNAV Instruction 5100.23(Series) Navy Occupational Safety and Health (NAVOSH) Program Manual (15 Jul 2002)

OPNAV Instruction 3440.16(Series) Navy Civil Emergency Management Program (10 Mar 1995)

DoD Instruction 6055.6(Series) DoD Fire and Emergency Services Program (10 Oct 2000)

Other DoD/DHS applicable documents.

3.0 REQUIREMENTS

The contractor shall provide subject matter expertise in the areas of Emergency Management best practices and technology, requirements analysis, and training support.

3.1 Emergency Management Requirements Development and Analysis Support

The contractor shall review requirements, specifications, and other documents related to EM-CBRN defense capabilities. The contractor shall offer advice and guidance, provide written opinions, and play a key role in assessing any materiel and non-materiel solutions presented. The contractor shall draft EM-CBRN related requirements and architectural options white papers to support recommended solutions for EM-CBRN related efforts. The contractor shall technically support NSWCDD Z23 with the development of detailed requirements and processes for the assessment and evaluation of future technologies and solutions. The contractor shall interface closely with other NAVFAC Capability Area System Engineers / Coordinators (CASEs / CACa); CNIC EM and Functional Managers, pertinent vendors / manufacturers, and the NAVFAC ATRP ASHORE leadership, in completion of this tasking.

3.2 Integrated Project Team Support

The contractor shall provide technical support to NSWCDD Z23 throughout the establishment, participation, and conduct of EM / CBRN related integrated project teams (IPT). The contractor shall attend meetings and conferences, as needed or requested by the EM/CBRN CASE. The contractor shall provide assessment reports on emerging technologies. The contractor will advise the IPT chairs and staff on EM-CBRN related matters, coordinate vendor presentations, provide technology assessments and recommendations, and provide other support as required by the IPT chairs.

3.3 Meeting and Presentation Support

The contractor shall provide technical support to NSWCDD Z23 in developing and presenting any findings and recommendations to CNIC's EM Working Group, their EM/CBRN functional leadership and staff, and other pertinent organizations. The contractor shall coordinate vendor and technology demonstrations, as required, to illustrate the findings and recommendations being presented.

3.4 Implementation and Training Support

The contractor shall provide technical support to NSWCDD Z23 in the implementation of selected materiel and non-materiel solutions. The contractor shall liaison with the impacted Commands and Facilities as required, ensuring a smooth installation. If needed, the contractor shall oversee the implementation of selected technologies. The contractor shall monitor, and/or conduct implementation training. The contractor shall oversee and evaluate the execution of any formal

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certification test events for the installation. The contractor shall assist NSWCDD Z23 with execution of the certification tests.

3.5 Medical Emergency Management Support

The contractor shall provide technical support regarding the integration of medical requirements and solutions into the overarching facilities protection and risk mitigation strategies. The contractor shall support the Medical Protection and Medical Surveillance Capability Area Coordinators on matters regarding Medical Protection, Medical Surveillance, and Medical CBRN defense preparedness capabilities. The contractor shall liaison with the Bureau of Medicine Anti-Terrorism Force Protection (BUMED ATFP) leadership and together, develop Navy Installation Medical mitigation strategies and approaches.

3.6 Naval Facilities Emergency Management Support

The contractor shall provide support in the assessment of risk to US Naval and Support facilities and the impact and efficacy of various mitigation strategies. The contractor shall monitor EM preparedness plans, exercises, and other events to determine the state of preparedness relative to requirements solutions provided by the CASE. The contractor shall coordinate with the various EM managers and Emergency Operations Center leads to evaluate the requirements and solutions and to provide recommendations to the EM/CBRN CASE on modifications, mitigations, or alternative solutions.

3.7 Programmatic Support

The contractor shall provide programmatic support to the CASE for projects and reports under CASE cognizance. This support shall include coordination of meeting dates, project deliverables, reports and white papers, and other documentation as required to coordinate efforts with CNIC, NAVFAC ATFP ASHORE, and other CASE managers.

3.8 Progress Report

The Contractor shall produce a monthly progress report that includes work accomplished, problem areas, deliverables, significant results, recommendations and work planned for the following month. A listing of all contract personnel to include name (person originally proposed and subsequent substitution, if applicable), company, labor category, actual man hours charged, for the current period and cumulative for the current fiscal year as well as current and cumulative expenditures of both hours and dollars. Separately show expenditures by CLIN. Show the amount funded and compute a funding balance. The monthly report shall be delivered via e-mail in MS Word format to the Government by the 15th of the month for the preceding month.

3.9 Data Deliverables

Attachment J.1 provides a master CDRL for this requirement. Individual TIs will reflect their unique data requirements by reference to this document. Specific titles, frequency, due dates, distribution, and other special requirements will be reflected in the TIs.

3.10 Travel Requirements

Annual travel in support of these tasks is anticipated to be as follows:

Location	Number of trips	Days	People
Washington, DC Local Trips	26	1	2

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Location	Number of trips	Days	People
Commander Navy Region Southeast (Jacksonville, FL)	2	3	1
Commander Navy Region Southwest (San Diego CA.)	2	3	1
Commander Navy Region Midwest (Great Lakes, IL)	2	3	1
Commander Navy Region South (Corpus Christi, TX)	2	3	1
Commander Navy Region Mid-Atlantic (Norfolk, VA)	6	2	2
Commander Navy Region Northwest (Seattle, WA)	2	3	2
Commander Navy Region Hawaii	1	5	1
Other Overseas Regions (e.g. NAVEUR, NAVCENT)	2	5	2

3.11 Government Furnished Information

The Government will provide the Contractor with documentation as required. All government furnished information (GFI) shall be returned at the completion of this task order.

3.12 Travel Requirements

All travel under this effort must be requested of, or authorized by, the TOM, in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. Travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations.

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

3.14 Non-Disclosure Agreements: Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific SOW tasking. The TOM will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure Agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and shall be returned to the TOM for endorsement and retention.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

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

Contractor Use of NSWCD IS Resources

In the event that the contractor is required to have access to NSWCD IS resources, the login name (common id) and associated information shall be registered with the NSWCD site issuing authority.

If this contract requires that the contractor be granted access and use of NSWCD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include TOM certification that the use and access is

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required by this contract.

Connections Between NSWCCD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCCD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCCD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCCD firewall.

Accreditation of Contractor-owned ISs

All ISs used in the performance of this contract will be accredited by the cognizant NSWCCD DAA. ISs processing classified information will be accredited by DIS.

Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the TOM for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

The contractor shall insure that all employees who have a NSWCCD badge and/or bumper sticker

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turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base access.

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

Dd1-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

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

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

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SECTION D PACKAGING AND MARKING

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report: (1) name and business address of the Contractor ; (2) contract number; (3) contract dollar amount; (4) whether the contract was competitively or non competitively awarded; (5) sponsor: (Name of Individual Sponsor); (Name of RequiringActivity) (City and State)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed at NSWCDD, Dahlgren, VA by the Task Order Manager (TOM).

PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

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

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

<http://cpars.navy.mil>

QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis. The CPARS evaluation will be based on all work performed (in whole or in part) during the previous 12-month period. It is also anticipated that the Government will conduct an informal evaluation review approximately mid-point through the Task Order period. The primary Government official responsible for the CPARS evaluation is the Task Order Manager (TOM) for the contract. The TOM may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance. This includes individual Project Leads as well as the Contracting Officer.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review of deliverables (technical and management), technical meetings, formal In-Progress Reviews, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service - Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy and completeness of both technical and administrative reports/data delivered; (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) effectively managed the performance of subcontractors and consultants, if applicable; (e) was proactive and demonstrated initiative; and (f) remained flexible to internal or external changes.

3.2 Schedule - Addresses the extent to which the contractor met task order project schedules, including the need for deadline extensions at the project/work area/Technical Instruction level. "Task order schedules" is intended to address technical schedules as well as the various schedules for submission of administrative reports.

3.3 Cost Control - Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns at both the project/work area/Technical Instruction level and the Task Order CLIN level.

3.4 Business Relations - Addresses the responsiveness of the contractor's management to Government concerns and needs, the effectiveness of the contractor's technical management interfaces with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on technical, management, and contract administration issues.

3.5 Management of Key Personnel - Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the Task Order regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified

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personnel.

QASP EVALUATION RATING LEVELS

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions initiated by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions initiated by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. Government intervention was occasionally required to ensure satisfactory performance.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. Frequent Government intervention was required.

Unsatisfactory: Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. Regular Government intervention was necessary.

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SECTION F DELIVERABLES OR PERFORMANCE

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

1000	6/18/2008 - 6/17/2009
3000	6/18/2008 - 6/17/2009
4000	6/18/2009 - 6/17/2010
4100	6/18/2010 - 6/17/2011
4200	6/18/2011 - 6/17/2012
4300	6/19/2012 - 6/17/2013
4400	6/18/2013 - 6/17/2014
6000	6/18/2009 - 6/17/2010
6100	6/18/2010 - 6/17/2011
6200	6/18/2011 - 6/17/2012
6300	6/19/2012 - 6/17/2013
6400	6/18/2013 - 6/17/2014
7000	6/18/2014 - 9/30/2014
9000	6/18/2014 - 9/30/2014

CLIN - DELIVERIES OR PERFORMANCE

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

1000	6/18/2008 - 6/17/2009
3000	6/18/2008 - 6/17/2009
4000	6/18/2009 - 6/17/2010
4100	6/18/2010 - 6/17/2011
4200	6/18/2011 - 6/17/2012
4300	6/19/2012 - 6/17/2013
4400	6/18/2013 - 6/17/2014
6000	6/18/2009 - 6/17/2010
6100	6/18/2010 - 6/17/2011
6200	6/18/2011 - 6/17/2012
6300	6/19/2012 - 6/17/2013
6400	6/18/2013 - 6/17/2014
7000	6/18/2014 - 9/30/2014
9000	6/18/2014 - 9/30/2014

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER ADMINISTRATION DATA - POINTS OF CONTACT

CONTRACTING OFFICER

Name: Amy Richards, Code CS30, Amy.T.Richards@Navy.Mil
 Address: NSWCDD, 17632 Dahlgren Road, Dahlgren, VA 22448
 Phone: (540) 653-7825

CONTRACT SPECIALIST

Name: Shelia Utz- CX30 Shelia.Utz@Navy.Mil
 Address: NSWCDD, 17632 Dahlgren Road, Suite 104, Dahlgren, VA 22448
 Phone: (540) 653-8325

TASK ORDER MANAGER
 Brenden T. McMullen

4045 Higley Road, Ste. 347
 Dahlgren, VA 22448
 Phone: (540) 284-1234
 brenden.mcmullen@navy.mil

INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

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

Type of Document(s)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

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DODAAC Codes and Inspection and Acceptance Locations

Issue DODAAC	<u>N00178</u>
Admin DODAAC	<u>S5111A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N00178</u>
Service Acceptor DODAAC	<u>N00178</u>
Service Approver DODAAC	<u>N00178</u>
Ship To DODAAC	<u>N00178</u>
DCAA Auditor DODAAC	<u>HAA47B</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>Destination</u>
Acceptance Location	<u>Destination</u>

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 10 megabytes.

- (e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Support costs shall be included in the invoice.
- (f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email address.

Send Additional Email Notification To:
brenden.mcmullen@navy.mil
Shiela_Utz@Navy.mil

- (g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit invoices/cost vouchers to the contractor's DCAA approved billing agent.
- (h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this order for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN) is shown below.

CLIN	Period of Performance	Allotted to Cost	Allotted to Fee	TOTAL	Funded Through
1000	18 Jun 2008 - 17 Jun 2009	\$ [REDACTED]	[REDACTED]	[REDACTED]	17-Jun-09
4000	18 Jun 2009 - 17 Jun 2010	\$ [REDACTED]	[REDACTED]	[REDACTED]	-Mar-10
4100	18 Jun 2010 - 17 Jun 2011	\$ [REDACTED]	[REDACTED]	[REDACTED]	21-Jan-11
4200	18 Jun 2011 - 17 Jun 2012	\$ [REDACTED]	[REDACTED]	[REDACTED]	Mar-12
4300	18 Jun 2012 - 17 Jun 2013	\$ [REDACTED]	[REDACTED]	[REDACTED]	12-Mar-13
4400		\$ [REDACTED]	[REDACTED]	[REDACTED]	26-May-14
7000	18 Jun 2014 - 30 Sept 2014	\$ [REDACTED]	[REDACTED]	[REDACTED]	15-Aug-14
3000	18 Jun 2008 - 17 Jun 2009	\$ [REDACTED]	[REDACTED]	[REDACTED]	17-Jun-09

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NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be the total man-hours of direct

Period	Total Man-Hours	Compensated	Uncompensated
Base	5,223	5,223	0
Option 1	8,586	8,586	0
Option 2	22,854	22,854	0
Option 3	17,181	17,181	0
Option 4	22,328	22,328	0
Option 5	21,469	21,469	0
Option 6	6,627	6,627	0
Total	103,314	103,314	0

(b) Listed above are both the compensated and uncompensated man-hours associated with this order.

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 uncompensated column, the effort is considered compensated.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this order and shall not include time and effort expended on such things as (local travel to and from a work site, etc.).

(d) The level of effort for this order shall be expended at an average rate of approximately 439.5 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuations do not exceed the total level of effort specified above.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall submit a written request to the Contracting Officer for approval.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This acceleration shall not constitute a modification of the contract.

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

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

or (ii) subject to the provisions of the clause of this order 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 under this order.

(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) for each period of performance.

(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 Contracting Officer:

(j) 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 with the approval of the Contracting Officer.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation are non-reimbursable.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience or daily travel to and from work at the contractor's facility (i.e., designated work site).

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved by the Contracting Officer.

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

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to 3.52 % of the allowable cost of each item of work.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the fee(s) specified in SECTION B, the Contractor shall be paid the reduced fee(s).

(d) Fee(s) withheld pursuant to the terms and conditions of this order shall not be paid until the order has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement or until the Procuring Contracting Officer has approved the payment.

(e) Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

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(f) The fee reduction process applies to all period regardless of the level of funding. This order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same

FINALIZED FIXED FEE

The fixed fee for each period (base, option 1, etc.) will be finalized based on the total number of hours provided (both compensated and uncompensated, if applicable).

If 100% or more of both the compensated and uncompensated hours are provided, the contractor will receive the full fixed fee.

If less than 100% of the compensated and/or uncompensated hours are received, the fixed fee shall be reduced as follows:

Step 1 - The fee will be reduced proportionate to the compensated hours provided - i.e., if 90% of the compensated hours were provided, 90% of the fee will be calculated.

Step 2 - If less than 100% of the uncompensated hours were provided, the fee calculated in Step 1 will be further reduced. Fee will be further reduced by the same percentage that uncompensated hours are deficient, i.e., if uncompensated hours are 10% deficient, the fee will be reduced by 10%.

Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

The above fee reduction process applies to all periods regardless of the level of funding. This order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same

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

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

Ddl-G12 KICK-OFF CONFERENCE

- (a) A Kick-Off Conference with the successful offeror will be conducted within 15 working days after award of the contract. The conference will be held at NSWCCD.
- (b) The contractor will be given at least five working days notice prior to the date of the conference by the Contracting Officer.
- (c) The requirement for a Kick-Off conference shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

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

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

Consistent with clause HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS(b)(12)"Other" (ALTERNATE 1) (NAVSEA) (JAN 2008), which is in your basis

- (a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers.
- (b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers.

Accounting Data

SLINID	PR Number	Amount
100001	Z23/81655008	49000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 2122308ECCWF		
300001	Z23/81655008	1000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 2122308ECCWF		

BASE Funding 50000.00
Cumulative Funding 50000.00

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300002 223000/81992332 1000.00
LLA :
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2308ECCWF

MOD 01 Funding 1000.00
Cumulative Funding 51000.00

MOD 02

100002 223/83508941 181000.00
LLA :
AB 1791804 KU2N 253 FA678 B 068342 2D 04B2N0 910BX25310BX
Standard Number: N0002509WX1040W (AA)

300003 223/83508941 25000.00
LLA :
AB 1791804 KU2N 253 FA678 B 068342 2D 04B2N0 910BX25310BX
Standard Number: N0002509WX1040W (AA)

MOD 02 Funding 206000.00
Cumulative Funding 257000.00

MOD 03

100003 223/90484529 182000.00
LLA :
AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX
Standard Number: N0002509RC2025R (AA)

300004 223/90484529 2000.00
LLA :
AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX
Standard Number: N0002509RC2025R (AA)

MOD 03 Funding 184000.00
Cumulative Funding 441000.00

MOD 04

300005 223/91175121 8000.00
LLA :
AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX
Standard Number: N0002509RC2025R (AA)

MOD 04 Funding 8000.00
Cumulative Funding 449000.00

MOD 05

400001 223/91495405 98000.00
LLA :
AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX
Standard Number: N0002509RC2025R (AA)

600001 91495405 10000.00
LLA :
AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX
Standard Number: N0002509RC2025R (AA)

MOD 05 Funding 108000.00
Cumulative Funding 557000.00

MOD 06 Funding 0.00
Cumulative Funding 557000.00

MOD 07

100003 223/90484529 (47920.00)
LLA :
AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX
Standard Number: N0002509RC2025R (AA)

400002 92392389 682000.00
LLA :
AD 9790130 188M 253 00018 M 068688 2D CMM032 0001891C10UQ
Standard Number: N0001809RCMM032(AA)

400003 92601245 101000.00
LLA :
AF 97X4930 NH5A 000 77777 0 068894 2F 000000 00009RCT0246
Standard Number: N6921809RCT0246(AA)

600002 92392389 40000.00
LLA :
AD 9790130 188M 253 00018 M 068688 2D CMM032 0001891C10UQ
Standard Number: N0001809RCMM032(AA)

TI # 1
600003 92580066 42000.00
LLA :
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2309EMCAS
TI # 1

600004 92392370 235313.00
LLA :
AD 9790130 188M 253 00018 M 068688 2D CMM032 0001891C10UQ
Standard Number: N0001809RCMM032(AA)

TI # 1
600005 92611600 170000.00
LLA :
AG 1791804 52FA 252 00052 0 068732 2D C001ND 000529CT404Q
Standard Number: N0005209RC001ND(AA)

TI # 1
MOD 07 Funding 1222393.00
Cumulative Funding 1779393.00

MOD 08

410001 01595165 755496.00
LLA :
AH 9700130 188M 253 00018 M 068688 2D XAM022 000180CBRNEQ
Standard Number: N0001810WXAM022(AA)

610001 01595165 69570.00

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LLA :
AH 9700130 188M 253 00018 M 068688 2D XAM022 000180CBRNEQ
Standard Number: N0001810WXAM022(AA)

MOD 08 Funding 825066.00
Cumulative Funding 2604459.00

MOD 09

410002 02531165 93559.00
LLA :
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2310MSYSE
410003 02582231 130000.00
LLA :
AK 9700130 188M 000 00018 A 068688 2D P1G005 000180M5156Q N68688
Standard Number: N0001810MP1G005 (AA)
610002 02531165 6441.00
LLA :
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2310MSYSE

MOD 09 Funding 230000.00
Cumulative Funding 2834459.00

MOD 10

410004 10131741 112800.00
LLA :
AL 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2311MWZOT
410005 10111132 85000.00
LLA :
AM 1701319 K4TY 253 FA603 0 068342 6E 000000 031550000010
Standard Number: N0002511RC06202 (AA)
610003 10131741 67000.00
LLA :
AL 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2311MWZOT
610004 10111132 15000.00
LLA :
AM 1701319 K4TY 253 FA603 0 068342 6E 000000 031550000010
Standard Number: N0002511RC06202 (AA)

MOD 10 Funding 279800.00
Cumulative Funding 3114259.00

MOD 11

410006 11192698 225000.00
LLA :
AN 9710130 1882 252 37100 0 068688 2D CMM011 371001CBRNEQ
Standard Number: N3710011RCMM014 (AA)
610005 11192698 10000.00
LLA :
AN 9710130 1882 252 37100 0 068688 2D CMM011 371001CBRNEQ
Standard Number: N3710011RCMM014 (AA)

MOD 11 Funding 235000.00
Cumulative Funding 3349259.00

MOD 12

410006 11192698 (180000.00)
LLA :
AN 9710130 1882 252 37100 0 068688 2D CMM011 371001CBRNEQ
Standard Number: N3710011RCMM014 (AA)
420001 11583153 214000.00
LLA :
AP 1711804 KU2N 257 FA678 B 068342 2D 04B2N0 910BX25710BX
Standard Number: N0002511WX1114W(AA)
610005 11192698 (10000.00)
LLA :
AN 9710130 1882 252 37100 0 068688 2D CMM011 371001CBRNEQ
Standard Number: N3710011RCMM014 (AA)
620001 11583153 66000.00
LLA :
AP 1711804 KU2N 257 FA678 B 068342 2D 04B2N0 910BX25710BX
Standard Number: N0002511WX1114W(AA)

MOD 12 Funding 90000.00
Cumulative Funding 3439259.00

MOD 13

420002 11956242 318000.00
LLA :
AN 9710130 1882 252 37100 0 068688 2D CMM011 371001CBRNEQ
Standard Number: N3710011RCMM014 (AA)

MOD 13 Funding 318000.00
Cumulative Funding 3757259.00

MOD 14

420003 12155232 189989.00
LLA :
AQ 1711319 K4TY 252 FA603 0 068342 6E 000000 031550000010
Standard Number: N0002511RC06204 (AA)
420004 12155245 40000.00
LLA :
AR 9710130 1882 253 37100 0 068688 2D XAM028 371001CBRNEQ
Standard Number: N3710011WXAM028(AA)
620002 12155232 10011.00
LLA :
AQ 1711319 K4TY 252 FA603 0 068342 6E 000000 031550000010
Standard Number: N0002511RC06204(AA)

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MOD 14 Funding 240000.00
Cumulative Funding 3997259.00

MOD 15

420005 12434275 749877.00
LLA :
AS 1711804 52FA 252 00052 0 068732 2D C001L9 000521EM401Q
Standard Number: N0005211RC001L9
LABOR FUNDING

MOD 15 Funding 749877.00
Cumulative Funding 4747136.00

MOD 16 Funding 0.00
Cumulative Funding 4747136.00

MOD 17

420006 1300252510 58000.00
LLA :
AT 1721319 K4TY 253 FA603 0 068342 6E 000000 031550000010
Standard Number: N0002512WX06201
LABOR FUNDING IN THE AMOUNT OF \$272,500 FOR T.I. 01

MOD 17 Funding 58000.00
Cumulative Funding 4805136.00

MOD 18 Funding 0.00
Cumulative Funding 4805136.00

MOD 19

430001 1300277177-00001 209500.00
LLA :
AU 1721319 K4TY 253 FA603 0 068342 6E 000000 031550000010
Standard Number: N0002512WX06201
OPTION 4 - LABOR FUNDING FOR T.I. 02

630001 1300277177-00001 5000.00
LLA :
AU 1721319 K4TY 253 FA603 0 068342 6E 000000 031550000010
Standard Number: N0002512WX06201
OPTION 4 - ODC FUNDING; T.I. 02

MOD 19 Funding 214500.00
Cumulative Funding 5019636.00

MOD 20

430002 1300281584 95000.00
LLA :
AV 1721319 K4TY 252 FA603 0 068342 6E 000000 031550000010
Standard Number: N0002512RC06205
PR# 1300281584-00001; OPTION 4 LABOR FUNDING

MOD 20 Funding 95000.00
Cumulative Funding 5114636.00

MOD 21

420005 12434275 (470000.00)
LLA :
AS 1711804 52FA 252 00052 0 068732 2D C001L9 000521EM401Q
Standard Number: N0005211RC001L9
LABOR FUNDING

MOD 21 Funding -470000.00
Cumulative Funding 4644636.00

MOD 22

430003 1300301313 50000.00
LLA :
AW 1721804 KU2N 257 FA678 B 068342 2D 04B2N0 910BX25710BX
Standard Number: N0002512WX1114W
Option 4 - Labor funding

430004 1300301313 234000.00
LLA :
AX 1721804 52FA 252 00052 0 068732 2D C001L9 000522EM401Q
Standard Number: N0005212RC001L9
OPTION 4 - LABOR FUNDING

430005 1300301313 949000.00
LLA :
AY 1721804 KU2N 257 FA678 N 068342 2D 04B2N0 910NX25710NX
Standard Number: N0002512WX1117W
OPTION 4 - LABOR FUNDING

MOD 22 Funding 1233000.00
Cumulative Funding 5877636.00

MOD 23

430005 1300301313 (196011.00)
LLA :
AY 1721804 KU2N 257 FA678 N 068342 2D 04B2N0 910NX25710NX
Standard Number: N0002512WX1117W
OPTION 4 - LABOR FUNDING

630002 1300301313 196011.00
LLA :
AY 1721804 KU2N 257 FA678 N 068342 2D 04B2N0 910NX25710NX
Standard Number: N0002512WX1117W
OPTION 4 - ODC FUNDING

MOD 23 Funding 0.00
Cumulative Funding 5877636.00

MOD 24

430005 1300301313 196011.00
LLA :
AY 1721804 KU2N 257 FA678 N 068342 2D 04B2N0 910NX25710NX

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Standard Number: N0002512WX1117W
OPTION 4 - LABOR FUNDING

630002 1300301313 (196011.00)
LLA :
AY 1721804 KU2N 257 FA678 N 068342 2D 04B2N0 910NX25710NX
Standard Number: N0002512WX1117W
OPTION 4 - ODC FUNDING

MOD 24 Funding 0.00
Cumulative Funding 5877636.00

MOD 25
630003 1300332491 110000.00
LLA :
AZ 1731804 KU2N 257 00025 B 068732 2D 04B2N0 AA003RC2030R
Standard Number: N0002513RC2030R(AA)
OPTION 4 - ODC FUNDING

MOD 25 Funding 110000.00
Cumulative Funding 5987636.00

MOD 26
630003 1300332491 (52000.00)
LLA :
AZ 1731804 KU2N 257 00025 B 068732 2D 04B2N0 AA003RC2030R
Standard Number: N0002513RC2030R(AA)
OPTION 4 - ODC FUNDING

MOD 26 Funding -52000.00
Cumulative Funding 5935636.00

MOD 27 Funding 0.00
Cumulative Funding 5935636.00

MOD 28
440001 1300358697 42000.00
LLA :
AZ 1731804 KU2N 257 00025 B 068732 2D 04B2N0 AA003RC2030R
Standard Number: N0002513RC2030R
Option Year 5 - Labor funding for T.I. 03

640001 1300358697 10000.00
LLA :
AZ 1731804 KU2N 257 00025 B 068732 2D 04B2N0 AA003RC2030R
Standard Number: N0002513RC2030R
Option Year 5 - ODC funding - - T.I. 03

MOD 28 Funding 52000.00
Cumulative Funding 5987636.00

MOD 29
430005 1300301313 (74000.00)
LLA :
AY 1721804 KU2N 257 FA678 N 068342 2D 04B2N0 910NX25710NX
Standard Number: N0002512WX1117W
OPTION 4 - LABOR FUNDING

440002 1300373025 1259000.00
LLA :
AZ 1731804 KU2N 257 00025 B 068732 2D 04B2N0 AA003RC2030R
Standard Number: N0002513RC2030R(AA)
Option Year 5 - Labor funding for T.I. 3

640002 1300373025 159000.00
LLA :
AZ 1731804 KU2N 257 00025 B 068732 2D 04B2N0 AA003RC2030R
Standard Number: N0002513RC2030R(AA)
Option Year 5 - ODC funding for T.I. 03

MOD 29 Funding 1344000.00
Cumulative Funding 7331636.00

MOD 30
440004 1300376149 245750.00
LLA :
BA 1731804 KU2N 257 00025 N 068732 2D 04B2N0 AA003RC2070R
Standard Number: N0002413RC2070R(AA)
OPTION YEAR 5 - LABOR FUNDING FOR T.I. 03

MOD 30 Funding 245750.00
Cumulative Funding 7577386.00

MOD 31 Funding 0.00
Cumulative Funding 7577386.00

MOD 32
440005 1300371767 93727.50
LLA :
BB 1731804 5FIT 252 00039 0 050120 2D 000000 A00001858414
Standard Number: N0003913WX03155(AA)
OPTION YEAR 5 - LABOR FUNDING FOR T.I. 3

MOD 32 Funding 93727.50
Cumulative Funding 7671113.50

MOD 33
440006 130040448700001 100000.00
LLA :
BC 1741804 KU2N 252 00025 N 068732 2D 04B2N0 AA004RC2012R

MOD 33 Funding 100000.00
Cumulative Funding 7771113.50

MOD 34
440006 130040448700001 (100000.00)

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LLA :
BC 1741804 KU2N 252 00025 N 068732 2D 04B2N0 AA004RC2012R

MOD 34 Funding -100000.00
Cumulative Funding 7671113.50

MOD 35

700001 130042970000002 84000.00
LLA :
BD 1741804 KU2N 252 00025 N 068732 2D 04B2N0 AA004RC2012R

700002 130042963700001 116000.00
LLA :
BE 1741804 KU2N 257 00025 B 068732 2D 04B2N0 AA004RC2103R
Incremental Funding

900001 130042970000002 16000.00
LLA :
BD 1741804 KU2N 252 00025 N 068732 2D 04B2N0 AA004RC2012R

900002 130042963700001 19000.00
LLA :
BE 1741804 KU2N 257 00025 B 068732 2D 04B2N0 AA004RC2103R
Incremental Funding

MOD 35 Funding 235000.00
Cumulative Funding 7906113.50

MOD 36

700002 130043704800001 140000.00
LLA :
BE 1741804 KU2N 257 00025 B 068732 2D 04B2N0 AA004RC2103R
Incremental Funding

900002 130043704800001 10000.00
LLA :
BE 1741804 KU2N 257 00025 B 068732 2D 04B2N0 AA004RC2103R
Incremental Funding

MOD 36 Funding 150000.00
Cumulative Funding 8056113.50

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H clauses are in accordance with Section H of the IDIQ contract and otherwise as incorporated below.

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 SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

MANDATORY REQUIREMENTS

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

Requirement 1: **Facility Security Clearance:** The offeror's primary facility must be located within 90 minutes average travel time to Dahlgren, VA and must have a SECRET security clearance.

Requirement 2: **Key Personnel Security Clearances:** All key personnel shall have a SECRET level security clearance and must be located within 90 minutes average travel time to Dahlgren, VA.

(1) KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications.

(a) Specialized Experience – Specialized experience is defined as those experiences necessary to successfully support the area of the contract SOW proposed. Specialized experience requirements will differ depending on the section of the SOW being supported. Offers shall describe the specialized experience unique to each employee and match it to the section of the contract SOW that the individual will support.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(c) Accumulation Of Qualifying Experience - Categories of experience may be accumulated concurrently.

Following are the desired qualifications for the Key Labor Categories:

Program Manager

Six (6) years of specialized experience directly related to management of U.S. Navy (or Joint) Research, Development, and Acquisition programs or projects.

Senior Engineer

Eight (8) years of technical experience in research, development, and acquisition activities related to one or more of

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the following:

Chemical, Biological, Radiological, and Nuclear programs

Emergency Management programs

Antiterrorism / Force Protection programs

Emergency Manager

Eight (8) years emergency management experience. Demonstrated professional and specialized expertise in the following,

Analysis and mitigation strategies related to vulnerability assessment, emergency operations, and related emergency management technologies.

First Responder Operations, Emergency Operations Center, and Regional Operations Center.

Medical Emergency Manager

Eight (8) years of medical emergency management experience. Demonstrated professional and specialized expertise in the following:

Analysis and mitigation strategies related to medical-related vulnerability assessment, medical emergency operations, and related medical emergency management technologies.

First Responder Operations, Emergency Operations Center, and Regional Operations Center.

Training Specialist

Eight (8) years of professional military training experience. Demonstrated professional and specialized expertise in developing and delivering complex training programs.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

(a) COMPLETE NAME

(b) CONTRACT LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total man-year the amount of time the individual shall be dedicated to the resultant contract. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) CHRONOLOGICAL WORK HISTORY/EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

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Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail prescribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to rejection of the resume.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) PROFESSIONAL DEVELOPMENT -- Show any honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offerors ability to perform the contract. The following format is preferred:

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

(k) CERTIFICATION -- A certification of correctness of information, signed and dated by both the person named and the contractor, scanned in PDF format, and forwarded electronically to the Government. The employee certification shall include the following statement: CERTIFICATION: "I certify that the professional development and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Order N00024- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date Contractor Signature and Date

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

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.

Ddl-H11 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 90 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 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 fifteen (15) days, or thirty (30) 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;

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(3) The hourly rates of the incumbent and the proposed substitute; and

(4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated 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.

KEY PERSONNEL - POST AWARD ADMINISTRATION

Upon order award, the desired qualifications, as stated in an attachment to the order, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted simultaneously to the Contract Specialist and the Task Order Manager (TOM) and approved prior to the individual being allowed to charge to the order.

POST AWARD CONTRACT PERSONNEL APPROVAL

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

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. As used herein, technical instructions are defined to include the following:

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

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

(b) Technical instructions must be within the general scope of work stated in the order. Technical instructions may not be used to: (1) assign additional work under the order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the estimated order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the order.

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

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

SAVINGS INITIATIVES

The following cost savings initiatives are required under this order:

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[REDACTED]

[REDACTED]

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

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

(a) The Government may extend the term of this delivery order by written notice to the Contractor within the time periods specified in Section B, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. This preliminary notice does not commit the Government to an extension.

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

52.244-2 SUBCONTRACTS (AUG 1998); ALTERNATE 1 (JAN 2006)

(a) Definitions. As used in this clause—

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

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

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

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

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

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

(2) Is fixed-price and exceeds—

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

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

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing subcontracts added during task order performance.

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

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

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

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(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause. (REPLACED BY ALTERNATE 1 BELOW)

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Battelle Memorial Institute

Alternate I (Jan 2006).

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(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2(f)(1)(vii) above, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

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

(2) 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) The Government strongly discourages T&M or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted. 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

Attachment J.1 - Contract Security Classification Specification (DD254) - 7 pages

Attachment J.2 - Contract Data Requirements List (DD1423) - 1 page

Attachment J.3 - Contracting Officer's Appointment Letter, - McMullen

Attachment J.4 - Technical Instruction # 1

Attachment J.5 - Technical Instruction #2

Attachment J.6 - Technical Instruction #3

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