

|                                                           |  |                          |                      |  |
|-----------------------------------------------------------|--|--------------------------|----------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b> |  | 1. CONTRACT ID CODE<br>U | PAGE OF PAGES<br>1 2 |  |
|-----------------------------------------------------------|--|--------------------------|----------------------|--|

|                                                                                                                                                     |                                  |                                                                                                                                           |                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>52                                                                                                                 | 3. EFFECTIVE DATE<br>19-May-2016 | 4. REQUISITION/PURCHASE REQ. NO.<br>See Schedule                                                                                          | 5. PROJECT NO.(If applicable)<br>N/A |
| 6. ISSUED BY<br>NSWC, PORT HUENEME DIVISION<br>4363 Missile Way, BLDG 1217<br>Port Hueneme CA 93043-4307<br>barbara.contreras@navy.mil 805-228-8510 | CODE<br>N63394                   | 7. ADMINISTERED BY(If other than Item 6)<br>DCMA LOS ANGELES<br>16111 Plummer Street, Building 10, 2nd Floor<br>North Hills CA 91343-2036 | CODE<br>S0512A<br>SCD: C             |

|                                                                                                                                                                    |               |                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------|
| 8. NAME AND ADDRESS OF CONTRACTOR(No., street, county, State, and Zip Code)<br>AdvantEdge Technology<br>271 Market Street , Suite 15<br>Port Hueneme CA 93041-2046 |               | 9A. AMENDMENT OF SOLICITATION NO.                                |
|                                                                                                                                                                    |               | 9B. DATE(SEE ITEM 11)                                            |
| [X]                                                                                                                                                                |               | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>N00178-04-D-4005-L607 |
|                                                                                                                                                                    |               | 10B. DATE(SEE ITEM 13)<br>20-Jan-2010                            |
| CAGE CODE<br>3PQL7                                                                                                                                                 | FACILITY CODE |                                                                  |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

|                                                                     |                  |                                                                                                 |                                 |
|---------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER(Type or print)                        |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER(Type or print)<br>Herman C Reid, Contracting Officer |                                 |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY /s/Herman C Reid<br>(Signature of Contracting Officer)      | 16C. DATE SIGNED<br>19-May-2016 |

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

|                                  |                            |                                  |                |       |
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## GENERAL INFORMATION

The purpose of this modification is to:

1. Update the contracting officer and contract specialist points of contact located in Section G Contract Administration Data.

A conformed copy of this Task Order is attached to this modification for informational purposes only.



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

For ODC Items:

|      |     |                   |     |      |           |
|------|-----|-------------------|-----|------|-----------|
| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|------|-----|-------------------|-----|------|-----------|

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Item PSC Supplies/Services

Qty Unit Est. Cost

#### CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (FEB 1997)

CLIN 4000 and all SLINs referenced under CLIN 4000 of this task order are Cost Plus Fixed Fee (CPFF).

CLIN 6000 and all SLINs referenced under CLIN 6000 of this task order are Other than Direct Cost (ODC) (Fee is not authorized)

The base period of the task order will be Cost Plus Fixed Fee and (If Options are exercised) the Option periods will be Cost Plus Fixed Fee (CPFF).

#### EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

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

Other terms and conditions are in accordance with Section G of the Seaport-e Multiple Award Basic Contract.

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **STATEMENT OF WORK (SOW)**

#### **PORT HUENEME DIVISION DETACHMENT WHITE SANDS**

#### **ENGINEERING AND TECHNICAL SUPPORT SERVICES**

#### **CONTRACT**



|                                  |                            |                                  |                 |       |
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#### **1.0 SCOPE**

#### **1.1 MISSION**

The Naval Surface Warfare Center (NSWC) Port Hueneme Division (PHD) Detachment White Sands is responsible for conducting weapons Test and Evaluation (T&E) operations. Responsibility under this Statement of Work (SOW) applies to operations conducted at White Sands Missile Range (WSMR), New Mexico and geographical

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areas where test range operations are dictated by tests under the conduct of PHD White Sands Detachment. Typical Navy weapons programs undergoing T&E includes: STANDARD Missile 2, 3 and 6; MK-41 and MK-57 Vertical Launching Systems; Tomahawk; Rolling Airframe Missile (RAM); Evolved Seasparrow Missile (ESSM); Anti-Submarine Rocket (ASROC); and Navy Gun/Ammunition Technology.

## 1.2 TASKS

Contractor shall provide engineering and technical support services necessary for the continuing design, development, operation, maintenance, integration, test and evaluation in the Desert Ship and Missile Assembly Facility (MAF) for the following general areas:

- (1) Desert Ship equipment operation and maintenance
- (2) Documentation and configuration management to include Operation of Subversion or similar configuration management system
- (3) Installation, integration, and testing of equipment, software, networks, and missile Launch equipment
- (4) Equipment/Network design, fabrication, installation, and integration
- (5) Support training on Desert Ship equipment and systems
- (6) Telemetry ground station operation, data collection, verification, and maintenance
- (7) Antenna fabrication, characterization, and verification
- (8) Emitter and Electronic Countermeasures (ECM) support
- (9) Target augmentation and instrumentation support
- (10) Support test planning and operations conduct, Launch Operations, and Ordnance Operations
- (11) Data Collection, Library Operations and distribution of data
- (12) MAF ordnance operations support

## 1.3 LOCATION OF WORK

1.3.1 Performance of this contract is conducted primarily at WSMR, New Mexico. WSMR sites include the PHD WS Headquarters, the Desert Ship Launch Complexes (LC-35 West and North), Missile Assembly Facility (MAF), Targets (LC-32, Rhodes Canyon, Pony Site, and SULF Site), Navy Gun System Test Sites (Pony Site and Admiral Arthur Site), Salinas Peak Radar Site and various other WSMR areas for weapons, gun, target and emitter support. A brief description of primary locations follows:

1.3.2 White Sands Detachment Headquarters (Building 1438) is located in the Main Post Area of WSMR. The Main Post area is located at the southwestern end of the Range. The Range measures approximately 40 by 100 miles.

1.3.3 The Desert Ship (Land Locked Ship (LLS-1)) located at LC-35, is approximately 10 miles east of PHD White Sands Headquarters and is the primary Office and Launch facility supported. In addition, LC-35N is located approximately 2 miles north of the Desert Ship and has the remote MK41 and Mk-57 Launchers and the S-band and X-Band Radars that directly support launches from the Desert Ship. This facility is used in the testing of Navy missiles including all versions of STANDARD Missile, Tomahawk, and ESSM. The site includes an Aegis Fire Control System, Networks, Radar controls and a Launch Control Room. The MAF is located approximately ½ mile south of Desert Ship.

1.3.4 Navy Target launchers are located at Pony Site, Stallion Witt and SULF Site. Pony Site is approximately 30 miles north of PHD White Sands Headquarters and SULF Site is approximately 90 miles north of PHD WHITE SANDS Headquarters. Support at other sites throughout WSMR is also required.

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1.3.5 Salinas Radar Site is located in the San Andres Mountains approximately 60 miles up-range and is at an elevation of 9,000 plus feet. This site will require support of equipment maintenance and operational support.

1.3.6 West Center (WC) 50 is located in the center of the range and used for smaller missiles that do not have a Flight Termination System or where targets need to be flown directly at the launch site. This site has a blockhouse designed for impact of an ESSM and provides protection for launch personnel during hazardous operations. This site will require support of equipment maintenance and operational support.

1.3.7 Launch Complex 35 West (LC-35W) is the primary place of work and Contractor report to this site. From LC-35W Government Furnished (GF) vehicles are provided for transportation to other sites on White Sands Missile Range.

## 2.0 APPLICABLE DOCUMENTS

- A. Fire Control System Test and Maintenance Requirements Manual
- B. Naval Surface Warfare Center, Port Hueneme Division Detachment White Sands-  
SHIP Configuration Management Plan and the Configuration Control Board procedures
- C. Platform I T (PIT) System Security Authorization Agreement for the Desert Ship Fire Control System
- D. Aegis Fire Control System Capabilities and Limitations Manual, dated 2007
- E. Fire Control Team (FCT) instructions
- F. White Sands Missile Range Desert Ship Integrated Logistic Support Plan – Dated September 12 20  
(Solicitation Attachment J.2)
- G. Certification Test Plan and System Operability Tests
- H. Desert Ship Upgrade Systems Requirement Document - October 31, 2006 Revision A November 10,  
2007
- I. Desert Ship Data Management and Analysis Products (DMAP) Revision 2 dated May 9, 2008
- J. NAVSEA OP 5 Ammunition and Explosives Ashore Safety Regulations for Handling, Storage,  
Production, Renovation, & Shipping and OPNAVINST 8020.14
- K. White Sands Missile Range Map (WSMR.pdf) (Solicitation Attachment J.9)
- L. STANDARD Missile (SM) White Sands Missile Range (WSMR) Test Coordination Panel (TCP)  
(Solicitation Attachment J.10)
- M. Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management,  
Dated January 26, 2007
- N. Instruction for Implementing Executive Order 13423, Strengthening Federal Environmental, Energy, and  
Transportation Management, Dated March 29, 2007
- O. PHDNSWCINST 5090.1A, Hazardous Material Distribution Process, Dated December 7, 2007
- P. PHDNSWCINST 5090.2B, Port Hueneme Division, Naval Surface Warfare Center Hazard  
Communication Plan, Dated February 23, 2007
- Q. PHDNSWCINST 5090.3B, Port Hueneme Division, Naval Surface Warfare Center Pollution  
Prevention Plan, Dated December 7, 2007
- R. PHDNSWCINST 5090.5, Port Hueneme Division, Environmental Management System Manual, Dated  
January 29, 2008

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### 3.0 REQUIREMENTS

#### 3.1 GENERAL REQUIREMENTS

3.1.1 This contract pertains to site specific, related systems, and equipment described in this SOW. Sites, systems and equipment are under continuing change, modification, refurbishment, and upgrade to meet weapon test objectives, requirements, and scenarios. The contractor is required to provide engineering and technical support in the planning, preparation, execution, launch operations and post test phases. All clearances and access requirements must be identified on the DD FORM 254. A continuous evaluation program of all contractor personnel having access to classified information shall be maintained by the contractor. Firing Coordination Team schedules, Range Schedules and Test Plans indicate times and locations where support is required. Roadblocks, evacuations and real time changes are routine. The contractor will be provided schedule changes as real time changes occur and will be expected to adjust work schedule to accommodate changes. Contractor regular work schedule shall match the Government's work force scheduled working hours. Overtime or shift change is often required to support Missile dress rehearsals, test schedules, certification, emergency maintenance and launches. **For estimating purposes, contractor shall anticipate no more than 20% of direct labor overtime or shift change work may occur within a 12-month period of performance of the contract/order.** Work start and end time may on occasion be shifted to work around Range roadblocks and will be done to accomplish specific mission requirements.

#### 3.2 TEST DOCUMENTATION

3.2.1 The contractor shall instrument, collect, verify and document the results of all Desert Ship missile firings, Captive Flight Tests, operability tests, readiness tests, and other tests in support of Firing Coordination Team schedules, Range Schedules and Test Plans. The contractor shall operate, upgrade existing equipment and purchase, install and integrate new equipment instrumentation in support of the Fire Control System Test and Maintenance Requirements Manual (reference [A]) (refer to applicable documents section, reference [A]), or manufacturer's operations manual (operator equipment manual) and manufacturer's schedules or recommendations, or System Change Notice (SCN).

3.2.2 The contractor shall prepare a Firing Quick Look Report for missile firings. The report is required within one business day of the firing mission, and shall describe system performance based on real-time and quick look data. The report shall include general system performance results and recommended follow-up actions. The report shall report nominal performance but shall focus on anomalies with regard to the missile firing. Data products will be delivered in accordance with CDRL A001 of the basic contract.

3.2.3 Contractor shall prepare a Firing Report for all missile firings. The estimated number of firings is three (3) during a 12-month period. The report shall be submitted to PHD White Sands Detachment within 20 working days of each missile firing. The report is based on configuration data and final data reduction and verification results. This report includes configuration information, adaptations, missile and target track, missile initialization, missile uplink/downlink, target parameters, telemetry parameters, and tabulation of flight events. Performance anomalies are reported along with conclusions and recommendations. Data products will be delivered in accordance with CDRL A002 of the basic order. Contractor shall be accountable for and responsible for the distribution of the data products listed and as described in Desert Ship Data Management and Analysis Products (DMAP) Revision 2 dated 5-09-08 (refer to applicable documents section, reference [I]) of this SOW for all missile firings, special, certification and integration tests.

3.2.4 The contractor shall prepare and maintain Integration Support Procedures, Firing Day Procedures, System Operability Test (SOT) procedures, and other documentation used for Desert Ship readiness, mission preparation and missile firing execution. Refer to applicable documents section, reference [G] pertaining to SOT.

#### 3.3 DOCUMENTATION AND CONFIGURATION MANAGEMENT

3.3.1 The contractor shall maintain the master documentation for the Desert Ship Fire Control System (FCS) in accordance with the Configuration Control Board (CCB). A database using SubVersion shall be maintained with all documentation in accordance with the CCB charter. Meeting minutes shall be written after each CCB meeting and kept on file for 10 years. These minutes will be published and transmitted to all members within 5 working days of the meeting. This documentation includes facility drawings, equipment schematics, parts lists, one function

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drawings, interface drawings, and cabling drawings. Drawings shall be in standardized format and compatible with Computer Aided Design (CAD) software and equipment. Drawing media include hard copy and permanent computer media. Drawings will be independently verified against actual configurations. The contractor shall correct, or otherwise resolve, all discrepancies found in the master set of drawings. The contractor shall catalog and bind all drawings as well as provide a soft drawing in AutoCAD for all drawings; drawings in AutoCAD format shall be provided on a yearly basis two weeks prior to the end of the contract year. The contractor shall inventory all drawings on an annual basis and submit this inventory to PHD White Sands two weeks from the end of the contract year. The contractor shall operate and maintain Desert Ship AutoCAD equipment for the production and maintenance of all drawings. The contractor shall maintain and update four copies of the master drawing set. Contractor drawings will utilize a PHD White Sands approved title block. No Contractor logos will appear on drawings. A compact disc (CD) of wiring diagram drawings and any updates to existing drawings shall be delivered to the Contracting Officer's Representative (COR) on a yearly basis.

3.3.2 Contractor shall fully document equipment maintained, modified and/or built. As a minimum, but not limited to it shall include schematics, line drawings, Interface Design Specifications, parts list and functional drawings. Data products will be delivered in accordance with CDRL A003 of the basic contract.

3.3.3 Contractor shall prepare a System Change Notice (SCN) and/or Software Trouble Reports (STRs) per the CCB procedures for Submitting system changes as spelled out in the CCB instruction dated March 5, 2007. For further details, refer to the applicable documents section, reference [B] - NSWC PHD Detachment White Sands, Desert Ship Configuration Management Plan and CCB procedures. NSWC PHD White Sands shall approve all SCN/STRs prior to implementing any configuration change. SCN/STR documentation includes purpose, configuration details, schedule, verification requirements, and documentation change requirements. SCN's are required for both temporary and permanent changes. Temporary changes will specify conditions for removal. The SCN is not complete until the change is implemented, tested and all associated documentation has been submitted and approved. Data products will be delivered in accordance and as described in Desert Ship Configuration Management Plan (reference [B]).

3.3.4 Contractor shall prepare an Engineering Package per NSWC PHD White Detachment White Sands CCB procedure for submitting SCNs supporting each notice. The Engineering Package provides engineering details, drawings and tests/test plans associated with an SCN. For further details, refer to the applicable documents section - NSWC PHD Detachment White Sands, Desert Ship Configuration Management Plan and CCB procedures (reference [B]).

3.3.5 Contractor shall prepare and maintain all Desert Ship unique maintenance materials and documentation such as Maintenance Requirements Cards (MRC), and equipment Light-Off Procedures.

3.3.6 The contractor shall maintain and keep up to-date the Desert Ship Integrated Logistic Support Plan (ILSP) to ensure accurate maintenance and identify spares (refer to applicable documents section, reference [F]). A yearly edition of the ILSP shall be published and recommendations made as to sparing and maintenance by replacement within 11 months of Contract award and every 12 months from the first delivery date. The ILSP shall have a section added that lists all maintenance repair costs and/or replacement costs for any maintenance performed during the year; the required end result is a document providing a history that can be used to determine annual Desert Ship maintenance costs and critical items usage.

3.3.7 The contractor shall maintain the Desert Ship Certification Plan along with SOT that is used to certify the Desert Ship for all versions of STANDARD Missile and other weapons systems. This shall include all the auxiliary equipment that must be integrated for Family of System (FOS) testing as well as the FCS. This certification shall reference any change to the configuration of the Desert Ship or any subsystem. The certification plan will be updated for any new weapons or weapon system modifications proposed. Refer to applicable documents section, reference [G] pertaining to certification plan and SOT.

### **3.4 EQUIPMENT OPERATION AND MAINTENANCE**

3.4.1 The contractor shall operate the equipment specified in the ILSP, including any upgrades to this equipment as well as any new equipment installed during the performance period of this contract/order; refer to applicable documents section in the ILSP dated 9-12-07 (reference [F]). Contractor shall generate operation procedures for subsystems and equipment, or use manufacturer's operations manual to support the mission and FCT schedules, and Test Plans. Refer to applicable documents section, reference [E] pertaining to FCT instructions.

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3.4.2 The contractor shall develop a Fire Control System Test and Maintenance Requirements Manual (refer to applicable documents section, reference [A]). Contractor shall perform scheduled maintenance and maintenance tests on equipment in accordance the Fire Control System Test and Maintenance Requirements Manual (reference [A]) including: SOTs, Pre-Fire tests, Firing Day Procedures, maintenance system checks, program certification efforts, readiness tests, and missile test firings. This shall include verification of configuration, operational margins, alignment, and alignment of all equipment in accordance with existing SCNs provided by PHD White Sands and the Fire Control System Test and Maintenance Requirements Manual (reference [A]). The Contractor shall perform failure diagnosis/analysis, fault isolation and repair. The contractor shall review government furnished, contractor maintained, Corrective Action Logs and Reports to identify reliability deficiencies. The contractor shall recommend corrective actions, prepare change documentation and implement the CCB approved actions to improve equipment performance and reliability. The contractor shall notify the government site representative of any changes in equipment status including intermittent equipment malfunctions on the same working day. The contractor shall verify by test that all corrective actions are effective. The verification testing shall be situation specific, be approved by the Firing Coordination Team, and shall be designed by the contractor to demonstrate that system performance is with the requirements specified in the Fire Control System Test and Maintenance Requirements Manual (reference [A]). The contractor shall design, obtain FCT approval, implement, and document new or modified test procedures to verify corrective actions not adequately covered in existing test plans or procedures. PHD White Sands Detachment will approve the maintenance schedule. Data products will be delivered in accordance with CDRL A004 of the basic order.

### **3.5 INSTALLATION, INTEGRATION, AND TESTING**

3.5.1 The contractor shall install, integrate and test new, replacement and modified equipment based on mission and test requirements as determined by the Test Coordination Panel (TCP), CCB and/or FCT (reference [E]) in the Desert Ship. This tasking supports the installation of new weapon launch systems and capabilities necessary to meet the mission requirements. The contractor shall plan the installation, prepare the installation site, and coordinate all activity with the government leading to the installation of new system equipment. The contractor shall utilize up-to-date and calibrated Government Furnished Equipment (GFE) or contractor's furnished equipment in support of Desert Ship equipment upgrades. The contractor shall be responsible for informing and ensuring these tests set equipment and tools are calibrated properly within tolerances per recommended manufacturing specifications and before test conduct.

3.5.2 Contractor shall generate and maintain procedures for validation of system changes (this involves levels IV, V and VI testing), integration testing, trouble shooting, and related operations. These are to include procedural steps and sequences, data collection requirements and responsibilities. PHD White Sands will review and approve plans for validation of system changes. The contractor shall conduct system certification, shall collect, verify and report certification test results and coordinate all activity with the government. Data products will be delivered in accordance with CDRL A005 of the basic order.

### **3.6 EQUIPMENT DESIGN AND FABRICATION**

3.6.1 Contractor shall provide recommendations for equipment configuration changes required to meet future requirements. Equipment recommendations will include a survey of tactical and commercial equipment. Recommendations for contractor in-house design and fabrication of equipment will be accompanied by a written justification, drawings and Engineering analysis addressing alternatives, schedule and cost. Data products will be delivered in accordance with CDRL A006 of the basic contract.

3.6.2 System Modifications will be implemented in accordance with the Configuration Management Plan, refer to applicable documents section, reference [B]. The Contractor shall design and fabricate new equipment, interfaces, networks and other items to support the mission of the Navy at WSMR. The Contractor shall be responsible for installation, integration, writing test plans, validation testing, and documentation of procured and fabricated equipment. Data products will be delivered in accordance with CDRL A007 of the basic order.

### **3.7 TELEMETRY DATA COLLECTION AND VERIFICATION**

3.7.1 Contractor shall operate the Desert Ship Telemetry Station for STANDARD Missile and Seasparrow legacy missiles, Missile Integration Schedules, Firing Coordination Team schedules, Range Schedules and Test

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Plans. The contractor shall repair and maintain the Desert Ship Telemetry Station in accordance with the logistic support plan.

3.7.2 Contractor shall provide telemetry services using Government furnished Telemetry equipment for various missions to include receiving, recording, decommutation, and producing strip charts of telemeter signals in accordance with specific Test Plans. The contractor shall configure telemetry stations to receive, display, and record data supporting missile buildup, pre-flight, dress rehearsal, and missile flight activities in accordance with test plans, written recommendations of the Telemetry Working Group, Test Coordination Panels, or Correlation Drawings. Telemetry signals shall be encrypted and the configuration will comply with communications security regulations.

3.7.3 Contractor shall verify proper receipt and recording of telemetry data. The contractor shall use collected missile telemetry data to verify proper system operation with respect to missile initialization and uplink. The contractor shall perform post-test strip out, playback, and copy requirements for all missile buildup, pre-flight, dress rehearsal, launch, flight and verification activities. Flight telemetry data will be recorded and distributed in accordance with the DMAP (Revision 2, dated 5-09-08), refer to applicable documents section, reference [I]. The contractor shall make copies of telemetry data, shall provide all CDs, and hard copy materials required for missile as well as systems integration and communications testing.

### **3.8 EMITTER AND ELECTRONIC COUNTERMEASURES (ECM) SUPPORT**

3.8.1 The contractor shall evaluate aerial and ground target ECM characteristics in support of FCT schedules, Range Schedules, and Test Plans. The contractor shall perform bench testing to ensure general operation, proper waveforms, timing, patterns, and power output prior to installation of this equipment on aerial and ground targets. Contractor shall evaluate, record, and control ground based ECM including emitter equipment during missile firing exercises. ECM units may be Government Furnished or Contractor obtained and includes antennas, high-power amplifiers (if needed), and other components. Data and reports of evaluations shall be submitted in accordance with CDRL A008.

### **3.9 TARGET AUGMENTATIONS AND INSTRUMENTATION SUPPORT**

3.9.1 Contractor shall provide procedures for all bench testing, post installation checkout, and mission testing of target augmentation and instrumentation systems. The procedures shall be provided to PHD White Sands for review and approval. Data products will be delivered in accordance with CDRL A009 of the basic order.

3.9.2 Contractor shall perform operational bench testing of target augmentation and instrumentation systems. The contractor shall install these subsystems in targets and at ground target sites in support of FCT schedules, Range Schedules and Test Plans and coordinate installation with the Government. The contractor shall conduct equipment checkout following installation. The results of all testing shall be documented and provided to PHD White Sands for review. Augmentation and instrumentation include but are not limited to antennas, passive Radar Cross Section (RCS) augmentation, active RCS augmentation, high "G" maneuver kits, Miss Distance Indicator (MDI), telemeters, beacons and ECM equipment.

3.9.3 The contractor shall provide operational support of target launches from LC-32, Pony Site, SULF Site, Rhodes Canyon or other sites as specified in mission schedules as determined by the FCT, Range, and Test Plans.

3.9.4 Contractor is responsible for preparation and control of fixed Radio Frequency (RF) and Infrared (IR) ground targets in support of FCT schedules, Range Schedules, and Test Plans. The contractor shall provide operational support to ensure that all ground target parameters are met prior to launch. The contractor shall provide operational and technical inputs to PHD White Sands for setup, checkout, and operation of ground-based emitters, establishment of ground based reference points and maintenance of equipment used for ground communications, emitter control and electronic monitoring.

### **3.10 TEST PLANNING AND OPERATIONS CONDUCT**

3.10.1 Contractor shall be a member, see reference L, of the Test Coordination Panel (TCP), Configuration Control Board (CCB), and the Firing Coordination Team (FCT). These committees establish test specifications, define program requirements and define test procedures. The contractor shall provide a written report that summarizes

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assignments received by these committees. Upon the COR/TOM approval of submitted report, work can commence.

3.10.2 Contractor shall provide information to Mission Readiness Reviews, Test and Evaluation Coordination Group Meetings, Test Plan Reviews, Telemetry Working Group Meetings, Mission Control Panels and post-test data reviews. The contractor shall provide all presentations or documents to these organizations. Contractor shall provide advanced presentation materials at least 3 working days ahead prior to distribution and submittal to the organization for the COR/TOM for review and coordination purposes.

3.10.3 Contractor shall prepare Technical Presentation Documentation in support of test and installation planning and reporting. This documentation provides information pertaining to system and equipment status, installation, operation, maintenance, and equipment systems readiness related to support efforts. Data products will be delivered in accordance with CDRL A010 of the basic order.

3.10.4 Contractor shall prepare Plan of Action and Milestones (POA&M) in support of installation and testing activities. This documentation consists of lists or graphical representation of the planned work schedule in sufficient detail for measurement of progress and for identification of critical paths. The POA&M identifies key schedule and events associated with installation, development, and testing.

3.10.5 Contractor shall support to all scheduled pre-launch and launch operations, providing real-time equipment setup and operation in support of FCT schedules, Range Schedules, and Test Plans. The contractor shall perform real-time hold fire/cease fire evaluations and take actions in accordance with specified Test Plans.

3.10.6 The contractor shall provide ordnance qualified personnel to augment PHD White Sands personnel in performing missile/gun munitions operations to include handling, transportation, assembly, launcher load out and arming. Personnel are to be qualified in accordance with NAVSEA OP 5 and OPNAVINST 8020.14 instructions to perform team leader, team member, and safety observer functions (refer to applicable documents section, reference [J]). The contractor will normally serve as part of an ordnance-qualified handling team comprised of Navy (military and civilian) and weapon prime contractor personnel. Work will be performed primarily at the MAF and at launch and gun sites. The contractor shall perform all ordnance operations strictly in accordance with PHD White Sands approved Standard Operating Procedures (SOP). The contractor employee's shall be licensed for the operation of equipment such as overhead cranes and forklifts when required by specific task and SOP.

3.10.7 Contractor shall perform data reduction and verification on a variety of data to assess the readiness and performance of fire control and launching systems. Contractor shall prepare copies of real-time printouts, data CDs, and plots in accordance with externally generated flight test plans. Real-time printouts, data tapes, and plots shall be produced for link tests, beacon, telemetry tests, system readiness tests and other special tests. Data types include, but are not limited to, real-time recordings of system data, telemetry data, Aegis Fire Control System, WSMR Range Operations data and simulated data. Results include all raw and processed data collected in support of installation integration, validation testing and flight-testing. Data reduction media include printouts, plots, CDs, and/or Hard Drives. Contractor shall provide all expendable resources such as disks, magnetic tapes, drives and computer paper as necessary to operate and maintain the timely submission of Data Products. Contractor shall be responsible for classified data, account for it and then issue it in accordance with the DMAP, refer to applicable documents section, reference [I]. Data products will be delivered in accordance with CDRL A011 of the basic order.

### **3.11 SCHEDULE**

3.11.1 The contractor shall create and distribute a daily, weekly and monthly Desert Ship Schedule to all affected all PHD White Sands employees, customers and support agencies by close of business (COB) on the last workday of the week. This schedule shall list a detailed list of activities for the upcoming week and tentative schedule of items for the second week. For the third and fourth weeks, a list of desired activities of all agencies shall be listed. The contractor shall prepare a 60 day and 90 day calendar that lists major events such as integration, showing tentative days in duration. This schedule will be reviewed and concurred with by the head of the FCT prior to it being distributed.

### **3.12 DESERT SHIP SYSTEMS AND SOFTWARE SUPPORT**

#### **3.12.1 DESERT SHIP SYSTEMS SUPPORT**



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3.12.1.1 Contractor shall code, compile, validate, and maintain Desert Ship Support Systems (DSSS) software, auxiliary, utility and diagnostic programs. Validation of programs will be accomplished by the contractor. Changes required for the above programs shall be completed by the contractor in compliance as described in Desert Ship Configuration Management Plan (refer to applicable documents section, reference [B]).

3.12.1.2 Contractor shall provide firmware support for DSSS equipment and firmware changes will be made in accordance with and as described in Desert Ship Configuration Management Plan (refer to applicable documents section, reference [B]), and concurrence from CCB.

3.12.1.3 Contractor shall provide Adaptation Values for the DSSS as required for adapting computer program operation and function to specific configuration and scenario requirements. Adaptation Data values include all manual and media transferable data required for proper configuration and operation of the Fire Control System. Contractor shall issue a letter on their contractor's letterhead stating the Adaptation Values have been reviewed with the missile community and are certified to the correctness of the specific mission referenced. This letter shall be issued within 10 calendar days at minimum prior to the launch mission operations, and will be modified and presented at the Mission Readiness Review. Data products will be delivered in accordance with CDRL A012 of the basic order.

### **3.12.2 DESERT SHIP SOFTWARE AND PROGRAMMING SUPPORT**

3.12.2.1 The contractor shall prepare a Program Design Specification for each new system level operational program prior to coding. This document describes a computer program in sufficient detail to facilitate coding and validation. It is required for system level operational programs such as the Desert Ship FCS Operational Programs. Interface, algorithm, and missile/system specification inputs from participating outside agencies shall be accumulated, reviewed and included in the Program Design Specification. Draft copies of the Program Design Specification shall be prepared for review and approval by the CCB in accordance with and as described in Desert Ship Configuration Management Plan (refer to applicable documents section, reference [B]). Data products will be delivered in accordance with CDRL A013 of the basic contract.

3.12.2.2 The contractor shall prepare Program Change Notices (PCNs) as required to maintain the accuracy and completeness of Program Design Specifications. A PCN serves to preclude revision of a Program Design Specification for minor changes or corrections. A PCN defines changes to a Program Design Specification in sufficient detail to facilitate coding and validation. This document is required prior to coding. The PCNs are submitted to the CCB for review and approval prior to any action being taken on coding. Once approved, coding and testing of code can start. The contractor shall abide by and perform installation of software in accordance with System Security Authorization Agreement for the Desert Ship Fire Control System, refer to applicable documents section, reference [C].

3.12.2.3 The contractor shall prepare and maintain a Program Description Document, a Capabilities document, and a users' manual for computer programs developed as part of this contract. The Program Description Document describes computer program operation and function in sufficient detail to interpret and verify source code. Descriptive comments contained within the source code may apply in lieu of this document when approved by NSWC PHD White Sands Detachment. This document applies to operational support, auxiliary, utility, and diagnostic programs for all DSSS. This document can be generated concurrent with program coding. Capabilities document and users' manual also apply to the DSSS and shall be in enough detail to allow a sailor operate a system. The contractor shall provide training overview for incoming sailor operators on equipment systems and operational programs currently operating at Desert Ship and related sites, estimated at a maximum of 6 new sailors per year and 3 different pieces of equipment per sailor.. Data products will be delivered in accordance with CDRL A014 of the basic order.

3.12.2.4 The contractor shall deliver all computer programs developed under this contract. Computer programs are defined as the source code and executable code, which is fully functional and verified in the host environment. Source code and executable code must be maintained on permanent media such as CD ROM and must be compatible with system equipment. A backup of the final (or most recent) version of all computer programs is required. Computer programs shall include operational programs, operational programs support, data reduction, auxiliary, utility, and diagnostic programs. All source programs shall be coded in software approved by the CCB, and contractor shall maintain the current Software License of any active program software. Data products will be delivered in accordance with CDRL A015 of the basic order.

3.12.2.5 The contractor shall code, compile, debug, and maintain the Desert Ship Support Network software

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program. The contract shall perform all level I through IV testing on the development suite of equipment before transferring to the FCS equipment. A test plan shall be written and approved by the CCB for all level (IV through VI) testing the contractor feels necessary to validate software, hardware, firmware or configuration modifications proposed. The contractor shall correct, or otherwise resolve, all discrepancies uncovered through testing and provide detailed test plans for verifying these changes. The contractor shall submit corrected versions of the DSSS programs on for continued system testing. This is an iterative process which is continued until all program errors are corrected or otherwise resolved. The system level DSSS programs shall be tested on the DS FCS system using Engineering Test Drives with the Certified Software secured so that it can not be access or modified during these testing periods. Because certification is schedule and manpower intensive, it is imperative that good engineering discipline is used to ensure changes are keep to a minimum. Certification process shall be provided through NSWC PHD Detachment White Sands Certification Panel and constitutes final acceptance of the program.

### 3.13 PROPERTY MANAGEMENT

3.13.1 Property Control System: The contractor is directly responsible and accountable for all GFE located in the Desert Ship, MAF, Launch Complex 35N, and any related warehouses. Contractor will be responsible for all Government equipment property of greater than 1000 dollars in value or of a highly pilferable nature. This includes Government property in the possession or control of a subcontractor. The contractor shall establish and maintain a system in accordance with FAR Part 45, FAR subpart 45.5 and DOD 4161.2-M to control, protect, preserve, and maintain all Government property.

3.13.2 Property Records: The contractor shall maintain and make available the records required by this subpart and account for all Government property until relieved of that responsibility. The contractor shall furnish all necessary data to substantiate any request for relief from responsibility.

3.13.3 Property Record Corrective Actions: If the Government Property Administrator finds any portion of the contractor's property control system to be inadequate, the contractor shall take any necessary corrective action before the system can be approved. If the contractor and Government Property Administrator cannot agree regarding the adequacy of control and corrective action, the matter shall be referred to the COR.

3.13.4 Contractor shall operate and maintain the Desert Ship Repository in accordance with and as described in Desert Ship Configuration Management Plan (refer to applicable documents section, reference [B]). This repository, in general, shall be used for the recording of all information relevant to the Desert Ship and MAF.

3.13.5 Provide a COMSEC person that can key encryption equipment. While this is a primary duty of the government personnel, the contractor will maintain a current capability an act as backup to supplement this requirement.

3.13.6 Contractor shall prepare minutes from the CCB meeting. This includes maintenance of all minutes, SCN, PCN, STR, and run sheets. This will also include the creation of a Mission Folder which will include a copy of the Mission Adaptation Values, Network Switch configuration printout, Check sums for DSSS software programs, Aegis In-sight, Desert Ship FCS Certification letter and runs performed for the time period of lockdown to hot mission.

3.13.7 Contractor Liability for Government Property - Note the following from FAR 52.245-1(h).

3.13.7.1 Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—

3.13.7.1.1 The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with [31.205-19](#).

3.13.7.1.2 The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

3.13.7.1.3 The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage,

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destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

3.13.7.2 The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

3.13.7.3 The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

3.13.7.4 Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

### **3.14 ENVIRONMENTAL REQUIREMENTS**

(a) This section 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.

c. The Contractors are responsible for properly removing excess hazardous materials from NSWC PHD site, and properly disposing of all hazardous waste generated by the primary contractor and their sub-contractors in accordance to C.F.R.40 260-279. Also the Contractor, and their sub-contractors shall comply with NSWC PHD facility's Environmental Management System.

d. FAR Clause 52.223-5 requires contractor to implement EO 13148. EO 13423 rescinds EO 13148. EO 13423 requires more widespread use of EMS as the framework in which to manage, and continually improve sustainable practices.

e. The contractor shall provide a copy of their company's detailed environmental/safety plan to WS NSWC PHD Detachment environmental person.

## **4.0 PERSONNEL REQUIREMENTS**

### **4.1 PERSONNEL QUALIFICATIONS**

Secret Clearance is required for all personnel working at PHD Detachment White Sands (see section 3 for details).

### **4.2 KEY PERSONNEL SKILLS REQUIRED**

Provide the following types of personnel skills and positions:

#### **Position**

#### **Man-year**

Site Manager

Systems Engineer

Senior Programmer

Senior Radar Technician

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## Network Engineer

### Site Manager:

The Site Manager acts as single Point of Contact for all Engineering Support Services contracted under this SOW. Education requirements include a Bachelor of Science Degree in Aerospace, Electrical, Mechanical, Electronic Engineering or scientific discipline such as Physics; plus a second Bachelor degree or a Masters Degree, which can be in business, engineering and/or related discipline. The second degree may be substituted for by ten years of management experience, which includes as a minimum five years in management of at least 20 personnel. Site Manager shall have a working knowledge and experience similar to White Sands Missile Range operational procedures and requirements for testing of weapons and weapons systems, experience in managing software programming changes on major systems and managing a complex technical program. The Site Manager shall have managerial related experiences with operational equipment, software, and procedures related to missile and projectile testing similar to that occurring at NSWC PHD WS Detachment. The Manager shall have a working knowledge of electronics monitoring procedures, installation, configuration, and testing of airborne and ground-based electronic units to meet the requirements of various test scenarios. The Site Manager's demonstrated working knowledge shall be to a level sufficient to determine system changes and additions required to meet present and future requirements. The Site Manager is responsible for all coordination, scheduling, POAM development, meeting minutes, execution of tasks, financial status reporting and administrative requirements. The Site Manager shall identify operational requirements, provide recommendations for corrective actions and represent the contractor in all relations with NSWC PHD White Sands Detachment. The Manager shall demonstrate excellent oral and written communications skills and shall hold and maintain a Secret Clearance throughout the life of the order.

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### **Systems Engineer:**

Education requirements include a Bachelor of Science Degree and Master degree in a technical field such as Aerospace, Mechanical, Electrical, Electronic Engineering, Physics, Networking or Computer Science from an accredited university. Ten years of experience in one of the fields above may be substituted for the Masters Degree. The System Engineer shall have a working knowledge related to operational procedures and an in-depth knowledge of fire control systems similar to those used in the Navy and at NSWC PHD White Sands Detachment. The Systems Engineer shall have understanding not only of the individual units of a fire control system, but also the interactivity each unit has with others. The System Engineer shall have demonstrated experience in data collection means and recording capabilities for information generated by the Fire control system as well as missile telemetry. The Systems Engineer shall be able to make real time decisions as to the functional readiness of the fire control system after a causality or abnormality, knowing the decision to fire or hold could result in millions of dollars lost if the wrong analysis is given. An ability to analyze missile test scenarios, technical communications, systems schematics, and other information to design and implement system configurations required for various missile tests is required. The System Engineer shall be able to design and prepare complex system wide changes and Engineering Packages for NSWC PHD WS Detachment. The System Engineer shall be able to identify system anomalies, isolate problems to a specific component or interface and correct the problems by direct repair or recommend referral to appropriate technical hardware/software personnel. The Systems Engineer shall have a working knowledge of Navy servo control, networks, design, troubleshooting and transmission standards. The System Engineer shall be capable of designing, troubleshooting, repairing, maintaining, and modifying commercial and custom built RF, digital and analog equipment. The System Engineer shall have knowledge and four years experience in ordnance handling procedures as described in the Navy's NAVSEA OP 5 documentation and OPNAVINST 8020.14 instructions. The System Engineer shall have working knowledge of networking, communications systems to allow their inclusion in improvements, operations and maintenance. The System Engineer shall demonstrate knowledge in documentation the System Configuration for each certification, mission or science test the system performs. The Systems Engineer shall hold and maintain a Secret Clearance throughout the life of the contract/order.

### **Senior Programmer:**

Education requirements include a four year Bachelor of Science Degree and an advanced degree from an accredited University in a technical field such as Computer Science combined with at least 6 years of experience in the programming field. The Senior Programmer oversees the other programmers and shall demonstrate similar programming expertise along with the good verbal and writing skills. The Senior Programmer shall have a programming knowledge and experience in the following software systems:

Microsoft XP

Novell SUSE Linux 10

RTI Data Distribution Service Developer (Linux Platform)

Microsoft Visual Studio Developer

Wind River RT Linux Pro

Wind River VX Works

Agilent Technologies VEE Pro

Trolltech QT Designer

National Instruments Lab Windows CVI

Microsoft Visio

Microsoft Office

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## Design Science MathType

The Senior Programmer shall have experience in applying programming in control of various weapons systems, radars and communication systems to allow unrelated hardware/software to work together as a system. The Senior Programmer shall have experience in the design, code, compile, debug, maintain and modify real time operational and data reduction programs, generate plots, and other programs required to support the Desert Ship Support Systems. The Senior Programmer shall demonstrate excellent oral and written communication skills and shall hold and maintain a Secret Clearance throughout the life of the contract/order.

### **Senior Radar Technician:**

Education requirements is a Bachelor of Science Degree in a technical field such as Electrical, Electronic or Mechanical Engineer combined with four years experience. Ten years of experience on Navy Radars and /or Fire Control Systems with specific experience with the MK-74 Mod 15 or MK-99 radar system may be substituted for the Bachelor of Science Degree and experience. Senior Radar Technician shall have an in-depth knowledge of Ship Radars, their function, control, transmission, danger, interference, tracking and limitations and how they interact with Missile Range assets and how to schedule transmission time on the Range. The Senior Radar Technician shall have knowledge and experience in ordnance handling procedures as described in the Navy's OP-5 documentation and OPNAVINST 8020.14 instructions. The Senior Radar Technician shall have previous documented leadership experience where he/she supervised other radar technicians and was the interface between them and upper management. The Senior Radar Technician shall demonstrate understanding of installation design, Radar control and equipment layout and be proficient in AutoCAD. The Senior Radar Technician shall demonstrate excellent oral and written communication skills and shall hold and maintain a Secret Clearance throughout the life of the contract/order.

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### Network Engineer:

Education requirement is a Bachelor of Science Degree in Networking or Computer Science from an accredited university and four years of practical field experience in networking or computer science. Ten years of practical service combined with network training courses and an associate's degree can be substituted for the Bachelor of Science Degree and experience. The Network Engineer shall have experience in various types of high-speed data communications and security equipment. The Network Engineer shall be capable of designing, installing, trouble shooting and maintaining a network and network communication switches. The Network Engineer shall be proficient in the operations of various types of security and incorporation of encryptions as it involves networks and the proper way to ensure data integrity across the encryption devices. The Network Engineer shall have knowledge of the interfaces between Wide Area Network (WAN) with the Technical Support Network in support of the fire control operations. The Network Engineer shall be capable of attaining a COMSEC security clearance and uses this knowledge/accreditation to ensure the encryptors are keyed, communicate and perform properly. The Network Engineer shall have training credentials and experiences in the operation and keying of various types of encryption devices, such as KG-175s. The Network Engineer shall be certified in the design, installation and maintenance of Fiber Optics systems, lines, communications devices, Network switching, end equipment and detection systems. The Network Engineer shall demonstrate excellent oral and written communication skills and shall hold and maintain a Secret Clearance throughout the life of the contract/order.

### 4.3 TRAVEL

Estimated travel may include the following and consists of two roundtrips for two people, 4 days in duration:

| Destination        | # Personnel | Length | Frequency |
|--------------------|-------------|--------|-----------|
| Washington DC Area | 2           | 4      | 2 Yearly  |
| Tucson, AZ         | 2           | 4      | 2 Yearly  |
| Port Hueneme, CA   | 2           | 4      | 2 Yearly  |
| Camden, AR         | 2           | 4      | 2 Yearly  |

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## SECTION 5.0 APPENDIX A – Acronyms & Abbreviations

|                 |                                                                                         |
|-----------------|-----------------------------------------------------------------------------------------|
| AAW             | Anti-Air Warfare                                                                        |
| Aegis FCS       | Aegis Fire Control System                                                               |
| ALAS            | Aegis Link Antenna System                                                               |
| AMP             | Aegis Message Processor                                                                 |
| ARDAS           | Aegis Real-Time Data Analysis System                                                    |
| ASROC           | Anti-Submarine Rocket                                                                   |
| ATP             | Aegis Time of Day Processor                                                             |
| C and D         | Command and Decision                                                                    |
| CAD             | Computer Aided Design                                                                   |
| CCB             | Configuration Control Board                                                             |
| CCFT            | Captive Carry Flight Test                                                               |
| CDRL            | Contract Data Requirements List                                                         |
| CEC             | Cooperative Engagement Capability                                                       |
| CEP             | Cooperative Engagement Processor                                                        |
| CI              | Configuration Item                                                                      |
| CM              | Configuration Management                                                                |
| CMP             | Configuration Management Plan                                                           |
| Commo           | Army communications support organization                                                |
| COMSEC          | Communications Security                                                                 |
| COR             | Contracting Officer's Representative                                                    |
| COTS            | Commercial-Off-The-Shelf                                                                |
| CPC             | Computer Programming Committee                                                          |
| CPRS            | Computer Programming Requirements Specification                                         |
| CR COTS         | Commercial Refresh COTS                                                                 |
| CWI             | Continuous Wave Illuminator                                                             |
| DBMS            | Data Base Management System                                                             |
| DMAP            | Data Management and Analysis Products                                                   |
| DS              | LLS-1 Desert Ship                                                                       |
| DS <sup>3</sup> | Desert Ship Support Systems                                                             |
| DSSS            | Desert Ship Support Systems                                                             |
| DREN            | Defense Research and Engineering Network                                                |
| ECM             | Electronic Countermeasures                                                              |
| EOR             | Engage on Remote                                                                        |
| ER              | Extended Range                                                                          |
| ESSM            | Evolved Sea Sparrow Missile                                                             |
| FCO             | Fire Control Officer                                                                    |
| FCS             | Fire Control Station                                                                    |
| FCT             | Firing Coordination Team                                                                |
| FOS             | Family of Systems                                                                       |
| GFE             | Government Furnished Property                                                           |
| GTV             | Guidance Test Vehicle                                                                   |
| GUI             | Human and Computer Interface i.e. key board, screen displays                            |
| HERO            | Hazards of Electromagnetic Radiation to Ordnance                                        |
| HERP            | Hazards of Electromagnetic Radiation to Personnel                                       |
| Hotel Services  | Electrical, Heating, Air Conditioning, Phones, Access Control, Intrusion Detection etc. |
| HVAC            | Heating Ventilation and Air Conditioning                                                |
| ICD             | Interface Control Document                                                              |
| IDS             | Interface Design Specification                                                          |
| IDS             | Intrusion Detection System                                                              |
| IFTS            | Independent Flight Termination System                                                   |



|                                  |                            |                                  |                  |       |
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|         |                                                                |
|---------|----------------------------------------------------------------|
| ILSP    | Integrated Logistics Support Plan                              |
| IOM     | Inert Operational Missile                                      |
| IR      | Infrared                                                       |
| IRIG    | Inter-Range Instrumentation Group                              |
| ISSO    | Information System Security Officer                            |
| IWS1    | Aegis Program Office                                           |
| IWS3A   | STANDARD Missile Program Office                                |
| IWS7D   | NIFC-CA Program Office                                         |
| LAC     | Local Antenna Controller                                       |
| LAN     | Local Area Network                                             |
| LBTS    | Land Based Test Site                                           |
| LC-35N  | Launch Complex 35 North - Located 2 miles north of Desert Ship |
| LLS-1   | Land Locked Ship (Desert Ship)                                 |
| LM      | Lockheed Martin                                                |
| LMU     | Land Mobile Unit - Part of CEC                                 |
| MAF     | Missile Assembly Facility                                      |
| MCP     | Mission Coordination Panel                                     |
| MCTS    | Missile Communications Test Set                                |
| MCU     | Monitor Control Unit                                           |
| MDI     | Miss Distance Indicator                                        |
| MR      | Medium Range                                                   |
| MRR     | Mission Readiness Review                                       |
| MUS     | Missile Uplink System                                          |
| NAS     | Network Attached Storage                                       |
| NIFC-CA | Naval Integrated Fire Control - Counter Air                    |
| NMCI    | Navy & Marine Corp Internet                                    |
| NMSU    | New Mexico State University                                    |
| NTP     | Network Time Protocol                                          |
| OA      | Open Architecture                                              |
| OASM    | Open Architecture System Monitoring                            |
| OIC     | Officer In Charge                                              |
| ONR     | Office Of Naval Research                                       |
| OTH     | Over-the-Horizon                                               |
| PAS     | Precise Acquisition System                                     |
| PCN     | Program Change Notices                                         |
| PDS     | Protected Distribution System                                  |
| PHD     | Port Hueneme Division                                          |
| PIT     | Platform IT                                                    |
| POA&M   | Plan of Action and Milestones                                  |
| RAC     | Radar and Antenna Controller                                   |
| RCS     | Radar Cross Section                                            |
| RF      | Radio Frequency                                                |
| ROSN    | Remote Operations Support Network                              |
| RUP     | Rational Unified Process                                       |
| SCMP    | System Control and Monitor Processor                           |
| SCN     | System Change Notice                                           |
| SDS     | Software Design Specification                                  |
| SME     | Subject Matter Expert                                          |
| SOP     | Standard Operating Procedures                                  |
| SOT     | System Operability Test                                        |
| SRD     | Software Requirements Documents                                |
| SSAA    | System Security Authorization Agreement                        |
| SSOP    | Safety Standard Operating Procedures                           |
| SSP     | Simulation/Stimulation Processor                               |

|                                  |                            |                                  |                  |       |
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|         |                                        |
|---------|----------------------------------------|
| STR     | System Test Requirement                |
| T&E     | Test and Evaluation                    |
| TCP     | Test Coordination Panel                |
| TEWG    | Test and Evaluation Working Group      |
| TIM     | Technical Interchange Meeting          |
| TSN     | Technical Support Network              |
| UHF     | Ultra High Frequency                   |
| UCM     | Unified Change Management              |
| UML     | Unified Modeling Language              |
| US      | User Systems                           |
| VACSSIM | Virtual Aegis Combat System Simulation |
| VLS     | Vertical Launching System - MK41       |
| WAN     | Wide Area Network                      |
| WC      | Weapons Control                        |
| WC-50   | West Center (West Center -50)          |
| WS DET  | White Sands Detachment                 |
| WSMR    | White Sands Missile Range              |

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

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government or by others during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government or to the contractor on behalf of the Government on a confidential basis by other persons. Further, the prohibition against release of this 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 not expire after a given period of time.

(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

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

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

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from 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.

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

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government or by others during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government or to the contractor on behalf of the Government on a confidential basis by other persons. Further, the prohibition against release of this 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

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performance of this contract. This prohibition shall not expire after a given period of time.

(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 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.

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## SECTION D PACKAGING AND MARKING

### SHIP TO INFORMATION:

See Section G – Task Order Manager

Packaging and Marking shall be in accordance with Section D of the Seaport-e Multiple Award IDIQ contract.

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

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

- (1) Name and business address of the Prime Contractor
- (2) Contract Number
- (3) Task Order Number

|                                  |                            |                                  |                  |       |
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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract and supplemented by the following performance assessment standard.

### PERFORMANCE BASED CRITERIA:

#### PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

This is a performance based Task Order, as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Plan (QASP) below:

The QASP defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

#### QUALITY ASSURANCE SURVEILLANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that services level are of high quality throughout the term of the task order.

(2) Task Order Performance Standard:

Required Reports and other Status Reports submitted to the Task Order Manager under subject Task Order shall identify the work that had been performed during the month, deliverables that had been submitted, and the name of the Government representative that received the deliverable.

- a. The deliverables under this task order will meet or exceed Government expectation.
- b. The services delivered under this task order will meet or exceed Government expectation.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders)
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods

The Task Order Manager will conduct performance evaluations based on the standards in paragraph 2 above using the following technique:

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance

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Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a above.

c. The TOM will upload the TOPE to the CPARS.

d. Contractor's performance will be rated using the rating scale defined in paragraph 4 below:

#### (4) Evaluation Rating

| Rating Number | Rating Description                |
|---------------|-----------------------------------|
| 5             | Significantly Exceeds Expectation |
| 4             | Exceeds Expectation               |
| 3             | Meets Expectation                 |
| 2             | Barely Meets Expectation          |
| 1             | Fails to Meet Expectation         |

Task Order acceptance will be made by the Task Order Manager upon the Contractor having achieved an overall rating of all deliverables, of "Meets Expectation" or better.

#### Rating Definitions:

- a. Significantly Exceeds Expectation: Deliverables, services, cost control efforts and customer responsiveness are consistently of high quality, effective and completed on or prior to their respective due date 100% of the time without further revisions and/or rework being required.
- b. Exceeds Expectation: Deliverables, services, cost control efforts and customer responsiveness are consistently of high quality, effective and completed on or prior to their respective due date 100% of the time with only minor revisions and/or rework being required on approximately 5% of items submitted. The required rework does not negatively impact upon the respective program.
- c. Meets Expectation: Deliverables, services, cost control efforts and customer responsiveness are consistently of high quality, effective and completed on or prior to their respective due date 100% of the time with minor revisions and/or rework being required on approximately 10% of items submitted. The required rework does not negatively impact upon the respective program.
- d. Barely Meets Expectation: Deliverables, services, cost control efforts and customer responsiveness are consistently of high quality, effective and completed on or prior to their respective due date approximately 95% of the time with minor revisions and/or rework being required on approximately 15% of items submitted. The delayed submission and required rework of deliverables results in a minor negative impact to the respective program.
- e. Fails to Meet Expectation: Deliverables, services, cost control efforts and customer responsiveness are consistently of high quality, effective and completed on or prior to their respective due date approximately less than 90% of the time with significant revisions and/or rework being required on greater than 15% of items submitted. The delayed submission and required rework of deliverables results in a significant negative impact to the respective program.

#### (5) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE for the applicable Performance Standard.
- b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:
  - i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and
  - ii. Determines the contractor's ability to earn term extensions to its basic Seaport-e contract.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

|      |                       |
|------|-----------------------|
| 4000 | 1/20/2010 - 1/19/2011 |
| 4100 | 1/20/2011 - 1/19/2012 |
| 4200 | 1/20/2012 - 1/25/2013 |
| 4300 | 1/24/2013 - 2/28/2014 |
| 4400 | 3/1/2014 - 9/30/2016  |
| 6000 | 1/20/2010 - 1/19/2011 |
| 6100 | 1/20/2011 - 1/19/2012 |
| 6200 | 1/20/2012 - 1/25/2013 |
| 6300 | 1/24/2013 - 2/28/2014 |
| 6400 | 3/1/2014 - 9/30/2016  |

### CLIN - DELIVERIES OR PERFORMANCE

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

|      |                       |
|------|-----------------------|
| 4000 | 1/20/2010 - 1/19/2011 |
| 4100 | 1/20/2011 - 1/19/2012 |
| 4200 | 1/20/2012 - 1/25/2013 |
| 4300 | 1/24/2013 - 2/28/2014 |
| 4400 | 3/1/2014 - 9/30/2016  |
| 6000 | 1/20/2010 - 1/19/2011 |
| 6100 | 1/20/2011 - 1/19/2012 |
| 6200 | 1/20/2012 - 1/25/2013 |
| 6300 | 1/24/2013 - 2/28/2014 |
| 6400 | 3/1/2014 - 9/30/2016  |

### MOD 20

SLINs 410006/610006:

Period of Performance is extended through 19 May 2012 at no additional cost to the Government, to allow completion of Milestones.

### NOTE:

SLINs 410004/410006/410009/610003/610004/610005/610006:

Period of Performance is extended through 19 March 2012 to allow completion of milestones past the current option end date of 19 January 2012.

### MOD 31

The period of performance for Option Year 3 (CLINs 4300 and 6300) has been extended:

From: 19 January 2014



|                                  |                            |                                  |                  |       |
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To: 28 February 2014

The period of performance for Option Year 4 (CLINs 4400 and 6400) has been modified:

From: 20 January 2014 through 19 January 2015

To: 01 March 2014 through 19 January 2015

Services to be performed hereunder will be provided at NSWCPHD Detachment White Sands Missile Range, White Sands, New Mexico.

Specific projects/work areas/Technical Instructions may have unique delivery schedules. These schedules will be identified by Technical Instruction and are considered as contractually binding as if they were incorporated herein.

MOD 44

Extend the period of performance for CLINs 4400 and 6400 through 19 November 2015.

MOD 49

Extend the period of performance for CLINs 4400 and 6400 through 19 March 2016.

MOD 70

Extend the period of performance for CLINs 4400 and 6500 through 30 September 2016.

|                                  |                            |                                  |                  |       |
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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 are identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the Seaport-e software. Each obligation of funds receives a unique identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work are/Technical Instruction that is funded incrementally could have one ACRN but multiple SLINs..

### POINTS OF CONTACT FOR THIS ORDER

#### Contracting Officer Representative (COR)

Jeremy Castillo

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White Sands, NM 88002-5510

[Jeremy.Castillo@navy.mil](mailto:Jeremy.Castillo@navy.mil)

Tel: 575-678-6111

#### Contract Specialist

Monica E. Barrera

NSWC PHD, Code 024

456 Aberdeen Ave.

White Sands Missile Range, NM 88002

[monica.barrera@navy.mil](mailto:monica.barrera@navy.mil)

Tel: 575-678-4327

DSN: 258-4327

#### Procuring Contracting Officer

Herman Reid

Contracting Officer

NSWC PHD DET WSMR, Code 024

456 Aberdeen Ave.

White Sands Missile Range, NM 88002

(W) 575-678-4302

(D) 258-4302

e-mail: [herman.reid@navy.mil](mailto:herman.reid@navy.mil)

#### Defense Contract Audit Agency (DCAA)

Defense Contract Management Activity (DCMA)

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Other terms and conditions are in accordance with Section G of the Seaport-e Multiple Award Contract.

Other terms and conditions are in accordance with Section G of the SeaPort-e Multiple Award basic contract.

### CONSENT TO SUBCONTRACT

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

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

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

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

(g) 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:  $\text{Fee Reduction} = \text{Fee} \times (\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE}$  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 man 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 man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds 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

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

(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 hereof, and provided further that no increase in the estimated cost or fee is required.

#### **PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA 1993)**

(a) For purposes of this delivery order, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee for 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) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to (to be provide at time of award/option exercise) percent of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(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 sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "FINALIZED FIXED FEE" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

#### **INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE**

(a) Subparagraph (b) of the clause entitled "PAYMENT OF FEES (LEVEL OF EFFORT)" above states that fixed fee payments shall be equal to the percentages of the SLINs in SECTION B, of the allowable cost of each invoice. The contractor shall use that rate to invoice fixed fee. This rate could vary by Task Order period (Base Period, Option 1, etc.).

(b) The clause entitled "ALLOTMENT OF FUNDS" in this Section provides the cumulative amount funded. Separate amounts are provided for Estimated Cost and Fixed Fee. The funded fixed fee is based on the ratio of negotiated Fixed Fee to Estimated Cost in Section B (including Facilities Capital Cost of Money) for the applicable Task Order period.

When obligating labor funds, the SeaPort-e software computes, for the Government, separate cumulative cost and fee amounts.

These amounts are then used by the Government to complete the "ALLOTMENT OF FUNDS" clause. The contractor is not authorized to invoice in excess of the funded fee dollars shown in the ALLOTMENT OF FUNDS" clause for each Labor CLIN.

#### **FINALIZED FIXED FEE**

(a) 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/TTA, if applicable). The contractor's report required under subparagraph (i) of the Level of Effort clause above, shall include a certification that hours reported as "compensated" include only those hours compensated at a rate equivalent to, or greater than, each individual's 40-hour rate. This extends to hours performed by subcontractors and consultants.

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(b) If 100% or more of both the compensated and uncompensated hours specified in the clause "LEVEL OF EFFORT" (SEA 5252.216-9122) are provided, the contractor will receive the full fixed fee. Uncompensated/TTA hours in excess of the values shown in the "LEVEL OF EFFORT" clause will not be considered.

(c) 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 20% deficient, then the total fee from Step 1 will be reduced by 20%.

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

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

(f) If no uncompensated/TTA hours are reflected in the clause entitled SEA 5252.216-9122 LEVEL OF EFFORT above, the contractor shall certify in that all direct labor under the order was invoiced at undecrement, 40-hour rates. This requirement applies to subcontractors whose labor hours are to be considered in the finalization of fixed fee. These certifications shall be attached to the contractor's report submitted in accordance with subparagraph (i) of the Level of Effort clause.

#### **TRAVEL COSTS - ALTERNATE 1 (NAVSEA)(DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel cost 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 included 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 the 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.

#### **PHD NSWC - PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS**

(a) Travel costs

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

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for training employees in an effort

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to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

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

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

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

#### **PHD NSWC - POST AWARD MEETING**

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

(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 Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

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(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 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 documentation is available under Resources at <http://wawftraining.com>.

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

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

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

- ☐ Invoice (FFP Supply & Service)
- ☐ Invoice and Receiving Report Combo (FFP Supply)
- ☐ Invoice as 2-in-1 (FFP Service Only)
- ☒ 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            | <u>N63394</u> |
| Admin DODAAC            | <u>S0512A</u> |
| Pay Office DODAAC       | <u>HQ0339</u> |
| Inspector DODAAC        | <u>N63394</u> |
| Service Acceptor DODAAC | <u>N/A</u>    |
| Service Approver DODAAC | <u>N63394</u> |

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Ship To DODAAC See Section F

DCAA Auditor DODAAC HAA619

LPO DODAAC N/A

Inspection Location See Section E

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

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

|                                                                        |
|------------------------------------------------------------------------|
| <b>Send Additional Email Notification To:</b>                          |
| <a href="mailto:Gregory.emilien@navy.mil">Gregory.emilien@navy.mil</a> |
| <a href="mailto:Jorge.Carillo@navy.mil">Jorge.Carillo@navy.mil</a>     |



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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the local WAWF point of contact Karen Dawley (805) 228-0921or [Karen.dawley@navy.mil](mailto:Karen.dawley@navy.mil)

**(End of Text)**

#### Accounting Data

| SLINID                                                  | PR Number | Amount |
|---------------------------------------------------------|-----------|--------|
| -----                                                   |           |        |
| LLA :                                                   |           |        |
| AA 97X4930 NH1K 000 77777 063394 2F 000000 U640T5SM6RNG |           |        |

MOD 01

LLA :  
AB 97X4930 NH1K 000 77777 063394 2F 000000 ZJZ0T51A091C  
FED: 30SEP10  
WCD: 30SEP10

MOD 02

LLA :  
AC 97X4930 NH1K 000 77777 063394 2F 000000 U640T5SPTCTR  
FED: 30SEP11  
WCD: 30SEP10

MOD 03

LLA :  
AD 97X4930 NH1K 000 77777 063394 2F 000000 FTU0T51VTHWK  
FED: 30SEP10  
WCD: 30SEP10

LLA :

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AC 97X4930 NH1K 000 77777 063394 2F 000000 U640T5SPTCTR  
FED: 30SEP11  
WCD: 30SEP10

LLA :  
AB 97X4930 NH1K 000 77777 063394 2F 000000 ZJZ0T51A091C  
FED: 30SEP10  
WCD: 30SEP10

MOD 04

LLA :  
AE 97X4930 NH1K 000 77777 063394 2F 000000 ZJZ0T51A091L  
FED: 30SEP10  
WCD: 30SEP10

LLA :  
AC 97X4930 NH1K 000 77777 063394 2F 000000 U640T5SPTCTR  
FED: 30SEP11  
WCD: 30SEP10

LLA :  
AE 97X4930 NH1K 000 77777 063394 2F 000000 ZJZ0T51A091L  
FED: 30SEP10  
WCD: 30SEP10

MOD 05

LLA :  
AF 97X4930 NH1K 000 77777 063394 2F 000000 ZJZ1T51A091L  
FED: 31DEC10  
WCD: 31DEC10

LLA :  
AF 97X4930 NH1K 000 77777 063394 2F 000000 ZJZ1T51A091L  
FED: 31DEC10  
WCD: 31DEC10

MOD 06

|                                  |                            |                                  |                  |       |
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LLA :  
 AF 97X4930 NH1K 000 77777 063394 2F 000000 ZJZ1T51A091L  
 FED: 31DEC10  
 WCD: 31DEC10

LLA :  
 AF 97X4930 NH1K 000 77777 063394 2F 000000 ZJZ1T51A091L

MOD 07

LLA :  
 AG 97X4930 NH1K 000 77777 0 063394 2F 000000 ET81T51A091L  
 FED: 30SEP11  
 WCD: 30SEP11

MOD 08

LLA :  
 AG 97X4930 NH1K 000 77777 0 063394 2F 000000 ET81T51A091L  
 FED: 30SEP11  
 WCD: 30SEP11

MOD 10

LLA :  
 AG 97X4930 NH1K 000 77777 0 063394 2F 000000 ET81T51A091L  
 FED: 30SEP11  
 WCD: 30SEP11

MOD 11

LLA :  
 AG 97X4930 NH1K 000 77777 0 063394 2F 000000 ET81T51A091L  
 FED: 30SEP11  
 WCD: 30SEP11

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MOD 13

LLA :  
 AH 97X4930 NH1K 000 77777 0 063394 2F 000000 VNM1206TSKDS  
 FED: 30SEP11  
 WCD: 30SEP11

LLA :  
 AH 97X4930 NH1K 000 77777 0 063394 2F 000000 VNM1206TSKDS  
 FED: 30SEP11  
 WCD: 30SEP11

MOD 14

LLA :  
 AG 97X4930 NH1K 000 77777 0 063394 2F 000000 ET81T51A091L  
 FED: 30SEP11  
 WCD: 30SEP11

LLA :  
 AG 97X4930 NH1K 000 77777 0 063394 2F 000000 ET81T51A091L  
 FED: 30SEP11  
 WCD: 30SEP11

MOD 15

LLA :  
 AJ 97X4930 NH1K 000 77777 0 063394 2F 000000 V6P1T5SPTCTR  
 FED: 31DEC11  
 WCD: 31DEC11

LLA :  
 AG 97X4930 NH1K 000 77777 0 063394 2F 000000 ET81T51A091L  
 FED: 30SEP11  
 WCD: 30SEP11

LLA :  
 AJ 97X4930 NH1K 000 77777 0 063394 2F 000000 V6P1T5SPTCTR

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FED: 31DEC11  
WCD: 31DEC11

MOD 16

LLA :  
AG 97X4930 NH1K 000 77777 0 063394 2F 000000 ET81T51A091L  
FED: 30SEP11  
WCD: 30SEP11

MOD 17

LLA :  
AK 97X4930 NH1K 000 77777 0 063394 2F 000000 ZNZ191SPTCTR  
FED: 30SEP11  
WCD: 30SEP11

LLA :  
AK 97X4930 NH1K 000 77777 0 063394 2F 000000 ZNZ191SPTCTR  
FED: 30SEP11  
WCD: 30SEP11

LLA :  
AK 97X4930 NH1K 000 77777 0 063394 2F 000000 ZNZ191SPTCTR  
FED: 30SEP11  
WCD: 30SEP11

LLA :  
AK 97X4930 NH1K 000 77777 0 063394 2F 000000 ZNZ191SPTCTR  
FED: 30SEP11  
WCD: 30SEP11

MOD 19

LLA :  
AL 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001011103  
FED: 30SEP12  
WCD: 30SEP12

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MOD 21

LLA :  
AM 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001119880  
FED: 30SEP12  
WCD: 30SEP12

LLA :  
AM 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001119880  
FED: 30SEP12  
WCD: 30SEP12

LLA :  
AM 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001119880  
FED: 30SEP12  
WCD: 30SEP12

LLA :  
AM 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001119880  
FED: 30SEP12  
WCD: 30SEP12

MOD 22

LLA :  
AN 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001319137  
FED: 30SEP12  
WCD: 30SEP12

MOD 23

LLA :

|                                  |                            |                                  |                  |       |
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AP 97X4930 NH1K 252 77777 0 050120 2F 000000 A10001423578  
FED: 30SEP12  
WCD: 30SEP12

MOD 24

LLA :  
AQ 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001529013  
FED: 30SEP13  
WCD: 30SEP13

MOD 26

LLA :  
AR 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001568615

LLA :  
AS 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001568454

MOD 27

LLA :  
AT 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001582028  
FED: 9/30/2013  
WCD: 9/30/2013

MOD 28

LLA :  
AU 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001836065  
FED: 9/30/2014

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LLA :  
 AV 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001836010  
 FED: 9/30/2014  
 WCD: 12/31/2013

MOD 29

LLA :  
 AU 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001836065  
 FED: 9/30/2014  
 WCD: 12/31/2013

LLA :  
 AW 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001884669  
 FED: 9/30/2013  
 WCD: 9/30/2013

LLA :  
 AV 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001836010  
 FED: 9/30/2014  
 WCD: 12/31/2013

LLA :  
 AX 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001884663  
 FED: 9/30/2013  
 WCD: 9/30/2013

MOD 30

LLA :  
 AY 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001947955  
 FED: 9/30/2013  
 WCD: 11/30/2013



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MOD 32

LLA :  
 AZ 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002149313  
 FED: 09/30/2014  
 WCD: 03/31/2014

MOD 33

LLA :  
 BA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002147127  
 FED: 9/30/2014  
 WCD: 3/31/2014

MOD 34

LLA :  
 BB 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002179231  
 FED: 9/30/2014  
 WCD: 9/30/2014

MOD 35

LLA :  
 BB 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002179231  
 FED: 9/30/2014  
 WCD: 9/30/2014

LLA :  
 BC 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002195525  
 FED: 9/30/2014  
 WCD: 3/31/2014

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MOD 36

LLA :  
BD 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002262363  
FED: 9/30/2015  
WCD: 12/31/2014

MOD 37

LLA :  
BE 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002262302  
FED: 9/30/2015  
WCD: 12/31/2014

MOD 38

LLA :  
BF 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002403994  
FED: 9/30/2015  
WCD: 11/30/2014

MOD 39

LLA :  
BG 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002437488  
FED: 9/30/2015  
WCD: 12/31/2014

LLA :  
BH 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002437490  
FED: 9/30/2015  
WCD: 9/30/2014

MOD 40

LLA :  
BJ 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002472111  
FED: 2/06/2015

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WCD: 9/30/2015

LLA :  
BK 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002472112  
FED: 9/30/2015  
WCD: 2/6/2015

MOD 41

LLA :  
BM 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002507669  
FED: 9/30/2014  
WCD: 1/19/2015

LLA :  
BL 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002507670  
FED: 9/30/2014  
WCD: 1/19/2015

MOD 42

LLA :  
BN 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002554984  
FED: 9/30/2015  
WCD: 4/1/2015

LLA :  
BN 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002554984  
FED: 9/30/2015  
WCD: 4/1/2015

MOD 43

LLA :  
BP 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002621759  
FED: 9/30/2015  
WCD: 3/31/2015

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MOD 45

LLA :  
BQ 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002751076  
FED: N/A WCD: 2/05/2016

LLA :  
BQ 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002751076  
FED: N/A WCD: 2/05/2016

MOD 46

LLA :  
BR 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002773320  
FED: 9/30/2015 WCD: 3/31/2015

MOD 48

LLA :  
BS 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002872367  
FED: 9/30/2016 WCD: 9/30/2015

LLA :  
BS 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002872367  
FED: 9/30/2016 WCD: 9/30/2015

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MOD 49

LLA :  
 AE 97X4930 NH1K 000 77777 063394 2F 000000 ZJZ0T51A091L  
 FED: 30SEP10  
 WCD: 30SEP10

LLA :  
 AK 97X4930 NH1K 000 77777 0 063394 2F 000000 ZNZ191SPTCTR  
 FED: 30SEP11  
 WCD: 30SEP11

MOD 51

LLA :  
 BT 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003184879  
 FED/WCD: 9/30/2016

MOD 52

LLA :  
 BU 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003374627  
 FED/WCD: 9/30/2016

LLA :  
 BU 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003374627  
 FED/WCD: 9/30/2016

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

Special contract requirements (Section H Clauses) shall be in accordance with Section H of Seaport-e Multiple Award IDIQ contracts and as describe below.

### MANDATORY TASK ORDER 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:

Requirements 1: Personnel Security Clearance: All personnel shall possess, at a minimum, a DoD Industrial Security Clearance of at least SECRET.

Requirement 2: Organizational Conflict of Interest (OCI): The offeror shall certify compliance with OCI clause outlined in Section C or provide an acceptable mitigation plan to neutralize any actual or perceived organizational conflict of interest. Offerors should include any and all conflicts with other vendors related to this Solicitation. If it is believed that conflicts of interest are either real or perceived, a mitigation plan shall be developed and submitted as part of your proposal submission. If no conflict is apparent, the offeror should clearly state so in their offer.

### 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.

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

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

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

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

#### FAR 52.219-14 LIMITATION ON SUBCONTRACTING (DEC 1996)

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

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

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

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

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

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

#### PHD NSWC CONTRACTOR'S LEAN PARTICIPATION REQUIREMENT

The contractor may be required to participate in Government conducted Value Stream Analyses (3 days) or Rapid Improvement Events (5 days). The contractor will be given at least 30 days notice before requested participation. Contractor expenses incurred during these events will be paid by the government. After a Rapid Improvement Event, the contractor shall implement any identified process improvements and report associated cost savings to the government. In addition, the contractor shall report contractor generated process improvements (not resulting from government conducted lean events) and report associated cost savings to the government.

#### 5252.237-9106 SUBSTITUTIONS OF PERSONNEL (SEP 1990)

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

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

#### REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD PORT HUENEME

Monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and Air Dominance Department branch-level organizational code supported.

#### CERTIFICATION OF NON-DISCLOSURE STATEMENT

Contractor shall provide to the PCO Non Disclosure Statements (Attachment J.2) from all contractor personnel working on-site at NSWC PHD Port Hueneme upon start of work in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and branch-level organizational code supported.

#### PROCEDURES FOR GOVERNMENT-FURNISHED NAVY MARINE CORPS INTRANET (NMCI) SERVICES (FEB 2001)

This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information

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Technology (IT) Resources and/or Government-Furnished Space and Facilities by contractor personnel for contract performance. Applicable DoN IT Resources and Government-Furnished Space and Facilities for performance of this contract/Task Order shall be provided by the Port Hueneme Division, Naval Surface Warfare Center, pursuant to the applicable Government-Furnished Property clause of the contract.

The Support Services contractor shall request DoN IT Resources and/or Government-Furnished Space and Facilities from the Contracting Officer by identifying the NMCI CLIN items or Space and Facilities required for performance of the contract/Task Order. The Contracting Officer, with concurrence from the PHD NSWC CIO and Sponsoring Technical Code(s), shall determine whether and to what extent DoN IT Resources, and/or Government-Furnished Space and Facilities shall be provided to the contractor.

In consideration for providing the Support Contractor DoN IT Resources, the contract/Task Order price shall be reduced based on the price of the CLIN items provided, which are contained in contract N00024-00-D-6000. In consideration of providing Government-Furnished Space and Facilities, the contract/Task Order price shall be reduced by an amount to be negotiated by the Contracting Officer and the Support Contractor, which will be based on a calculation developed by the PHD NSWC Comptroller on an annual basis in January. If this is a cost-reimbursement contract, contractor costs for DoN IT Resources and/or Government-Furnished Space and Facilities shall include ONLY overhead and General & Administrative costs, no profit or fee shall be allowed thereon.

#### NAVSEA 5252.242-9115 TECHNICAL INSTRUCTION (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. 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 Performance Work Statement.

(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 task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the 'CHANGES' clause of this contract; (3) increase or decrease the task order price or estimated contract 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 contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task 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 task 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.

**Note: Technical Instructions are authorized only to provide further guidance on a defined scope of work but are not authorized to direct additional work. TI's will be forwarded to the contractor via the Contracting Officer within 2 days of issuance.**

#### CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)/PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM (PPIRS)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System



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(CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at: <http://cpars.navy.mil>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and may be extended on a case by case basis. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (but not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

(d) Additionally the Government in conducting source selection may access Past Performance Information Retrieval System (PPIRS). This system provides timely and pertinent contractor past performance information for use in making source selection decisions. PPIRS assist Federal acquisition officials make source selections by serving as the single source for contractor past performance data. Past performance information includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer. Confidence in a prospective contractor's ability to satisfactorily perform contract requirements is an important factor in making best value decisions in the acquisition of goods and services. Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered.

(e) Contractors may view only their own data at [www.ppirs.gov](http://www.ppirs.gov). Contractor access to PPIRS is gained through the Central Contractor Registration (CCR) ([www.ccr.gov](http://www.ccr.gov)) process. A contractor must be registered in CCR and must have created a Marketing Partner Identification Number (MPIN) in the CCR profile to access their PPIRS information.

## SAVINGS INITIATIVES

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

Annual Labor Escalation: (to be identified at time of award).

Maximum Pass-Thru Rate: (to be identified at time of award)

Fixed Fee: (to be identified at time of award).

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

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

**WAGE DETERMINATION** – The Department of Labor wage determination for Don Ana, New Mexico is provided as Attachments J.6 to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your direct labor cost proposal.

## STATEMENT OF CORRELATION – DOL WAGE CATEGORIES

The following represents the Government correlation of RFP labor categories to the Department of Labor (DoL)

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Wage Categories. This correlation is provided to assist offerors in preparing realistic price proposal and to assist offerors in complying with the Service Contract Act (SCA). Offerors who fail to propose in accordance with this clause may risk rejection or the cost proposal will be adjusted for cost realism. Offerors are reminded that compliance with the SCA and DoL Wage Determination is mandatory and any evidence of noncompliance will be forwarded to the DoL.

| LABOR CATEGORY           | DoL OCCUPATION TITLE     | SCA CODE |
|--------------------------|--------------------------|----------|
| Administrative Assistant | Administrative Assistant | 01020    |

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## SECTION I CONTRACT CLAUSES

Contract Clauses shall be in accordance with the SeaPort-e Multiple Award basic contract for Cost Plus Fixed Fee Task Orders and as describe below:

### CLAUSES BY REFERENCE:

FAR 52.248-1 VALUE ENGINEERING

FAR 52.222-41 SERVICE CONTRACT ACT (1965)

FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION

FAR 52.223.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

**FAR 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)**

DFAR 252.215-7003 EXCESSIVE PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (APR 2007)

DFAR 252.215-7004 – EXCESSIVE PASS-THROUGH CHARGES (APR 2007)

### CLAUSES BY FULL TEXT:

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to the prevailing labor rates provided by the Secretary of labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the end of the period of performance.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE DELIVERY ORDER (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options. The exercise of any option past the ending date of the basic IDIQ contract is subject to the exercise of option 1 of the basic IDIQ contract.

| CLIN      | Option Period | Latest Option Exercise Date |
|-----------|---------------|-----------------------------|
| 4100/6100 | OY1           | 20 Jan 2011                 |
| 4200/6200 | OY2           | 20 Jan 2012                 |
| 4300/6300 | OY3           | 20 Jan 2013                 |
| 4400.6400 | OY4           | 20 Jan 2014                 |

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed

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three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled “Level of Effort” (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the Level of Effort requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform work until the total manhours specified in paragraph (a) of the aforementioned requirement have been expended.

#### 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\* 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 multi-shift operations or by employing additional personnel.

\*For cost proposal purposes, offeror shall use 20% of the cost of the direct labor proposed for overtime per 12-month period. Dollar Amount will be filled-in at Task Order Award.

(End of 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.

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(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.

(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:

\_ to be identified at time of award \_\_\_\_\_

\_\_\_\_\_  
(End of clause)

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Alternate I (Jan 2006).

(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.10 SM WSMR Test Coordination Panel (TCP) (provided in the solicitation)

Attachment J.2 Integrated Logistics Support Plan (provided in the solicitation)

Attachment J.9 White Sands Missile Range Map (provided in the solicitation)

Attachment J.1 DD Form 254 DoD Contract Security Classification Specification (Updated for award)

Attachment J.7.1 Contract Data Requirements List A001 (provided in the solicitation)

Attachment J.7.2 Contract Data Requirements List A002 (provided in the solicitation)

Attachment J.7.3 Contract Data Requirements List A003 (provided in the solicitation)

Attachment J.7.4 Contract Data Requirements List A004 (provided in the solicitation)

Attachment J.7.5 Contract Data Requirements List A005 (provided in the solicitation)

Attachment J.7.6 Contract Data Requirements List A006 (provided in the solicitation)

Attachment J.7.7 Contract Data Requirements List A007 (provided in the solicitation)

Attachment J.7.8 Contract Data Requirements List A008 (provided in the solicitation)

Attachment J.7.9 Contract Data Requirements List A009 (provided in the solicitation)

Attachment J.7.10 Contract Data Requirements List A010 (provided in the solicitation)

Attachment J.7.11 Contract Data Requirements List A011 (provided in the solicitation)

Attachment J.7.12 Contract Data Requirements List A012 (provided in the solicitation)

Attachment J.7.13 Contract Data Requirements List A013 (provided in the solicitation)

Attachment J.7.14 Contract Data Requirements List A014 (provided in the solicitation)

Attachment J.7.15 Contract Data Requirements List A015 (provided in the solicitation)

Attachment J.6 Wage Determination No. 2005-2511 Rev (7) Area: Dona Ana, New Mexico (updated for award)