

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
26

3. EFFECTIVE DATE  
25-Feb-2016

4. REQUISITION/PURCHASE REQ. NO.  
N/A

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

6. ISSUED BY CODE

N64498

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

S2404A

NAVAL SURFACE WARFARE CENTER PHILA  
NSWCPD  
Philadelphia PA 19112-1403

DCMA Manassas  
14501 George Carter Way  
Chantilly VA 20151

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

Exelis, Inc.  
12975 Worldgate Drive, Suite 700  
Herndon VA 20170

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4395-EHP2

10B. DATED (SEE ITEM 13)

18-Dec-2012

CAGE CODE 9M715

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)

**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:
- D. OTHER (Specify type of modification and authority)

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

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

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

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

Cynthia Esposito, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Cynthia Esposito

(Signature of Contracting Officer)

25-Feb-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

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

**GENERAL INFORMATION**

1. [REDACTED]

2. The Line of Accounting (LOA) information is hereby changed as follows:

[REDACTED]

The modifications posted herein provide incremental funding in the amount of \$ [REDACTED]. As a result, the total amount of funding obligated and available for payment under this order still remains at \$ [REDACTED]. It is estimated the funding will still cover the cost of performance through December 20, 2015. In accordance with Contract Clause 52.232-22 the Government is not obligated to reimburse the contractor for any costs incurred in excess of \$ [REDACTED] unless additional funds are made available and obligated under this order in a subsequent modification. The total cumulative funding for Modification 26 is \$ [REDACTED].

3. The end of task order performance remains at 20 December 2015, if all options are exercised.

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

The Line of Accounting information is hereby changed as follows:

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

The total value of the order is hereby increased from \$ [REDACTED].

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

CLIN/SLIN	From	To
-----------	------	----



Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400018	R425	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					







[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**\*Denotes Key Personnel**

**PAYMENT OF FEE**

(a) The Government shall make payments to the Contractor, subject to and in accordance with the clause contained in the base IDIQ contract entitled "Limitation of Funds", FAR 52.216-8. Such payments shall be equal to the allowable cost of each invoice submitted by the payable to the Contractor for pursuant to the clause of the base IDIQ entitled "Allowable Cost and Payment", FAR 52.216-7. Total fees paid to the Contractor for performance of work under this task order shall not exceed the fee amount set forth in the task order.

(b) In the event of discontinuance of the work under this task order is in accordance with the clause of the IDIQ contract entitled "Limitation of Funds", FAR 52.232-22 or "Limitation of Cost", FAR 52.232-20, as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution or work. If the adjusted fee is less than the sum of all fee payments made to the contractor under this task order, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this task order, the Government shall be required to pay the Contractor any amount in excess of the funds obligated.



CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 7 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK TRAINING BRANCH, CODE 942 TRAINING ANALYSIS, PLANNING, DEVELOPMENT, DELIVERY, PROJECT MANAGEMENT, AND PROGRAM SUPPORT

#### 1.0 BACKGROUND:

The Naval Surface Warfare Center, Carderock Division (NSWCCD) Philadelphia Training Branch Code 942 conducts manpower and training analysis, develops training plans, and develops and delivers the initial, interim, and lifecycle training for systems and equipment installed on U.S. Navy Ships and Submarines. The training supports new acquisition, modernization, and in-service training. The training Branch participates in various Manpower, Personnel, and Training (MP&T) Boards sponsored by Naval Sea Systems Command (NAVSEA) Program Offices that provide the oversight and review of the training analysis, plans, and development projects. This is coordinated with all key stakeholders in the manpower and training processes, including; OPNAV Resource Sponsors, NAVSEA Ship Class Managers, Technical Warrant Holders, In-Service Engineering Agents, Fleet and Type Commanders, Naval Education and Training Command, Learning Centers, and Navy Manpower Center.

To execute its responsibilities the Code 942 Training Branch requires the support of Training Specialists, Instructional System Designers, Technical Subject Matter Experts, other Logistic experts, Project Management, and Program Support Specialists to assist in the tasks delineated in this Statement of Work (SOW). This support shall be provided for the Program Office in Philadelphia, PA and also at Navy Learning Centers, NAVSEA Program Offices, Fleet Concentration Areas, and onboard U.S. Navy ships.

#### 2.0 SCOPE:

This SOW describes the services and deliverables to be applied via technical instruction letters to specific requirements. Work performed under this contract will include, but not be limited to:

- a. Development, review, and update to Manpower and Training Front End Analysis (FEA), including; Training Planning Process Methodology (TRPPM), Job Duty Task Analysis (JDTA), Business Case Analysis (BCA), and other forms of Training Needs and Job Task Analysis.
- b. Development, review, and update to Navy Training System Plans (NTSP)
- c. Development, review, and update to Personnel Qualification System (PQS) and Job Qualification Requirements (JQR)
- d. Development, review, and update to Training System Installation Plans (TSIP) and Training Transfer Agreements (TTA)
- e. Development and delivery of Installation/Initial, Interim, and Lifecycle Training.
- f. Development and delivery of just in time training to meet Fleet immediate needs, such as; Deep Dive/Mini-Camps, Ship Assessment and Groom Training (SAGT), and Shop Qualification Improvement.
- g. Input and update to student records in the CETARS database.
- h. Development, review, and update to Curriculum in the Navy standard format; Authoring Instructional Material (AIM), or using commercial applications, as approved by the TPOC.
- i. Development, review, and update to Computer Based Training and other Interactive Courseware hosted on Navy Knowledge Online and Navy eLearning (NeL) and providing of metrics regarding course completion and activity.
- j. The contractor shall develop new training aids, Job Performance Aid (JPA), Just in Time (JIT) training videos, or other electronic media.
- k. Conducting Technical Training Audits and updating of existing courses.

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 8 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

l. Design, development, testing, procurement, and installation of Technical Training Equipment (TTE), Training Simulators, Stimulators, System hardware and software, and other types of Training Devices and Virtual Trainers.

m. Program management and support including; data collection and analysis, metrics generation, project tracking, database management and update, engineering development models/prototypes, system operability testing, logistic product development, and material procurement.

### 3.0 APPLICABLE DOCUMENTS:

- a. OPNAVINST 1500.76 (Series), Navy Training System Requirements, Acquisition, and Management
- b. OPNAV P-751-1-9-97, Navy Training Requirements Documentation Manual (NTRDM)
- c. OPNAV P-751-2-9-97, Training Planning Process Methodology (TRPPM) Guide
- d. OPNAV P-751-3-9-97, Training Planning Process Methodology (TRPPM) Manual
- e. OPNAVINST 1000.16J CH-1 Manual of Navy Total Force Manpower Policies and Procedures
- f. OPNAVINST 11102.2 (Series), Training System Installation and Transfer
- g. OPNAV Note 1500, Training Transfer Agreement
- h. OPNAVINST 3500.34 (Series), Personnel Qualification Standards (PQS) Program
- i. OPNAVINST 5510.10 (Series), Corporate enterprise Training Activity Resource System (CETARS) Catalog of Navy Training Courses and Training Reporting Requirements
- j. Sharable Content Object Reference Model (SCORM) (V)
- k. NAVPERS 18068 (Series) VOL I and VOL II Manual of Navy Enlisted Manpower and Personnel Classifications and Occupational Standards (NEOCS)
- l. NAVEDTRA 130 (Series), Task Based Curriculum Development Manual
- m. NAVEDTRA 131 (Series), Personnel Performance Profile Based Curriculum Development Manual
- n. NAVEDTRA 134 (Series), Navy Instructor Manual
- o. NAVEDTRA 135 (Series), Navy School Management Manual
- p. NAVEDTRA 136 (Series), Integrated Learning Environment Course Development and Lifecycle Maintenance
- q. NAVEDTRA 137 Series, Job Duty Task Analysis Process Manual
- r. NAVEDTRA 10500, Catalog of Navy Training Courses (CANTRAC)
- s. MPT&E CIOSWIT-ILE-STD-1B, Navy ILE Presentation Standards
- t. MPT&E CIOSWIT-ILE-GUID-3B, Navy ILE Instructional Content Style Guide, Interactive Multimedia Instruction & Instructor Content Style
- u. MIL-PRF-29612 (Series), Training Data Products
- v. MIL-HDBK-29612-1 (Series), Guidance for Acquisition of Training Data Products and Services
- w. MIL-HDBK-29612-2 (Series), Instructional Systems Development/Systems Approach to Training and Education
- x. MIL-HDBK-29612-3 (Series), Development of Interactive Multimedia Instruction (IMI)
- y. MIL-HDBK-29612-4 (Series), Glossary of Training
- z. MIL-HDBK-29612-5 (Series), Advanced Distributed Learning (ADL) Products and Systems

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 9 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- aa. NETCINST 1510.4 (Series), Job Duty Task Analysis
- bb. NETCINST 1500.6 (Series), Front End Analysis (FEA)
- cc. AIM Content Planning Module (CPM), Authoring Instructional Materials Software

#### 4.0 REQUIREMENTS:

4.1 The contractor shall perform Manpower and Training Front End Analysis, including; Training Planning Process Methodology (TRPPM), Job Duty Task Analysis (JDTA), Business Case Analysis (BCA), and other forms of Training Needs and Job Task Analysis, as determined by the task order. The analysis is used to as a basis for determining the best options for providing life cycle training, development of an NTSP, developing or revising training content, determine root cause, or to evaluate best solution. The contractor shall review all applicable existing formal, informal, OEM and other identified potential training materials. The contractor shall take into consideration in the analysis to the latest technologies, such as, virtual simulation and gaming. The contractor shall provide personnel experienced in the development of Front End Analysis and the latest training methodologies, and will follow the processes as described in the applicable documents identified in Section 3 of this SOW or per the direction of the TPOC. The contractor shall identify costs, benefits, and limitations associated with recommended options.

4.2 The contractor shall develop new and update existing Navy Training System Plans in support of modernization, new acquisition, and in support of Fleet requirements. The NTSP's can be for a total ship, system, equipment, or other level of requirement. The NTSP Total Ownership Cost (TOC) will also be provided to support the government budgeting process.

4.3 The contractor shall develop and update Job Qualification Requirements (JQR) and Personnel Qualification Standards (PQS). The Contractor shall develop JQR or PQS, as appropriate, to support the development of Watchstander qualification standards.

4.4 The contractor shall support Training System Installation and Transfer and development of Training System Installation Plans (TSIP). The contractor shall provide coordination with government and industry teams involved in development and update to Navy schoolhouses, including; the procurement, installation, and testing of TTE, TD's, other equipment, and associated support. The contractor shall coordinate various site surveys, engineering surveys, develop Basic Facility Requirements (BFR) drawings, and manage and coordinate the system and or equipment installs between Program Managers and Navy Training commands or learning sites. The contractor will ensure there is no duplication of effort between team members and that training developed meet the Navy's needs for skill attainment. The contractor shall develop and provide all necessary reports required by the TSIP and TTA process, and also support and facilitate briefings, conferences, and the resolution of training equipment procurement and installation issues.

4.5 The contractor shall develop and update curriculum in the format as specified by the task order and approved by the TPOC. The curriculum may be developed in Navy Authoring Instructional Material (AIM) software to support instructor led training in a classroom or develop training material in other approved formats to support mini-camp or other exportable events to the waterfront and ships.

4.6 The contractor shall design, develop, test, deploy, and update Computer Based Training (CBT), Interactive Courseware (ICW), and Interactive Multimedia Instruction. All CBT, ICW, and IMI developed or modified must comply with current Navy requirements, as defined in Section 3 of this SOW or as determined by the TPOC. The contractor shall provide all application programming to support; Integrated Learning Environment (ILE) content development requirements, Sharable Content Object Reference Mode (SCORM) latest version, Americans with Disabilities Act, Section 508 (Priority 1), Navy Knowledge Online (NKO), and Navy eLearning (NeL), as determined by the task order. The contractor shall utilize standard industry software for development, and deliver all source files, including development files to the TPOC.

4.7 The contractor shall develop new training aids, Job Performance Aid (JPA), Just in Time (JIT) training videos, or other electronic media. The contractor shall also provide the necessary hardware to support delivery, such as; computers, notebook computers, tough books, I pads, or other handheld computer device. The training aids produced must be in a format displayable without the use of proprietary software, and must be capable of integration with other electronic media, such as, Interactive Electronic Technical Manuals (IETMS).

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 10 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4.8 The contractor shall provide support to audit and evaluate existing training courses. The contractor shall coordinate the audits with In-Service Engineering Agents and other SME's, as determined by the TPOC. The course audits will be on Navy courses, industry courses, and other courses, as determined by the task order.

4.9 The contractor shall review applicable OEM, contractor furnished, and Navy owned training materials, as well as technical specifications, design plan alterations and project criteria to determine costs, benefits, limitations and compatibility with current Navy training directives.

4.10 The contractor shall conduct manpower and workload assessment impacting mission, capabilities, functions, and tasks. The contractor will assess organizational qualitative and quantitative manpower requirement changes generated by:

- Modifications to missions, doctrine, procedures and processes
- Technology insertions and removals
- Workload movement to and from other organization
- Cultural changes
- Workforce skill and competency changes

Specific changes will be incorporated in functional workload change packages as appropriate for watch, equipment maintenance, facility maintenance, own unit support, and evolutions. Those change packages will be applied to the organizational manpower model to derive the manpower change from the activity's baseline requirements.

4.11 The Contractor shall provide on-site technical training services in support of NSWCCD's Training, Logistics, In-Service Engineering Agents (ISEA), and Test and Evaluation (T&E) roles. The contractor shall serve in a training specialist or logistics capacity as an expert and consultant for determining technical training and other logistics on ship systems and equipment. Support shall include recommendations and guidance concerning training development, instructional improvement, training materials assessment, and logistics supportability.

4.12 The contractor shall update and maintain project trackers, POA&M's, spreadsheets, action items, and databases, including the Remedy database.

4.13 The contractor shall support the development, implementation and evaluation of training tools implemented to support shipboard systems and equipment, including, but not limited to, review of training courses and training manuals.

4.14 The contractor shall conduct shipboard assessments, surveys, engineering investigations, audits, and other types of evaluations to determine impacts to training, manpower, or other logistic elements. The contractor shall also audit maintenance training capability of shore maintenance facilities and onboard Navy ships.

4.15 The contractor shall develop metrics to monitor and measure the effectiveness of training and other logistic support areas. The contractor shall measure the effectiveness of training and to verify performance with operation and maintenance standards. The metrics will identify and report areas of deficiency, and propose solutions or make recommendations for improvements.

4.16 The contractor shall perform coordination with ships and support activities to schedule training events and document student completion in CETARS.

4.17 The contractor shall develop, review, and update Integrated Logistics Support (ILS) Certifications.

4.18 The contractor shall provide waterfront support personnel with expertise in Navy Manpower and Training to include: Initial/Install, Interim and Lifecycle Training Solutions, Navy Manpower Analysis, TYCOM Warfare Certification, familiarity with methods of developing and delivering Navy Training System Plans (NTSPs).

4.19 The contractor shall provide coordination with government and industry teams involved in training development and associated training support. The contractor will ensure there is no duplication of effort in task orders assigned and will inform the TPOC, where duplication exists. The contractor shall also provide any necessary reports and research to support and facilitate briefings, conferences, and the resolution of training issues.

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 11 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4.20 The contractor shall conduct reviews and adjudicate comments in the development and update process for each of the task orders, as delineated in the POA&M.

4.21 The Contractor shall organize, coordinate, and control all program activities to ensure compliance with contract requirements and timely delivery of the services specified herein. The Contractor shall provide the necessary personnel, supervision, management, materials, services, testing, technical, logistics, and clerical support necessary to accomplish each task order.

4.22 The Contractor shall develop meeting agendas, meeting minutes, progress reports, project plans, Plans of Action and Milestone (POA&M), and conduct In-Process Reviews (IPRs).

4.23 The contractor shall provide appropriate representation for meetings, such as; project kick-off meeting, IPR, final government acceptance, and other meetings, as required.

4.24 The contractor shall gather data from all applicable resources and confer with key stakeholders to capture comments and feedback for the particular task.

4.25 The contractor shall perform all tasks IAW current Navy instruction and guidance identified in Section 3 of this SOW or other Navy, OPNAV, NETC, or Learning Center instruction or guidance that supersedes Section 3 documents. The format and content requirements for deliverables for each task order will be approved by the TPOC to meet the specific needs of the task.

4.26 The contractor shall handle with confidentiality all materials provided by the Government to the contractor in the execution of each task order. All results, conclusions, and recommendations obtained should be considered confidential in nature and treated with care in accordance with applicable Government regulations. The information shall not be disclosed, copied, modified, used (except in completion of the project) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to the Government Customer without the Government Customer's express written consent.

4.27 The contractor shall not use any data developed for a task for any other purpose than the task assigned. All deliverables and material completed under this SOW, both electronic and hardcopy will become the sole property of the Government. The contractor shall not charge royalties, recurring license fees, use tax or similar additional payments for any contractor-developed product or associated software presentations.

4.28 The contractor shall provide program planning and support for the ship acquisition programs to include participation in logistics planning for a smooth transition from an acquisition to in-service platform.

4.29 The contractor shall provide project management support to Code 942 and applicable NAVSEA and other program sponsors in the analysis, planning, design, development, review, delivery, and update to various training projects. The contractor shall provide support in the scheduling, coordinating, and reviewing of Front End Analyses, Training System Installation Plans (TSIPs), and NTSP/training curricula development cost estimates.

4.30 The contractor shall provide program support, including; training coordination, tracking of action items, meeting coordination and minutes, preparation of budget information, and assistance with the preparation of presentations, correspondence, metrics, status reports, and material procurement documentation. The contractor shall also conduct detailed analyses of issues impacting ILS and prepare reports identifying causes and potential resolutions.

## 5.0 TRAINING, TECHNICAL, AND FINANCIAL REPORTS

5.1 The contractor shall provide task order status, progress, and financial reports. A monthly status, progress, and financial report will be submitted to the Task Order Manager (TOM) and Technical POC for each task order awarded. The status and progress report will cite the status and utilization since the last report, the status regarding hours and dollars remaining on the task, percent completion of tasks, and any problems anticipated to accomplishing the task. In addition, a separate report of the number of man-hours charged to the contract will be submitted monthly to the Contracting Officer.

5.2 The contractor shall provide Training, Analytical, and Technical Reports as determined by the particular task. This may include; various type of Manpower and Training Analysis, Navy Training System Plans, Business Case Analysis, TSIP documentation, Curriculum, Training Material, and other documentation necessary in the

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 12 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

conduct of training projects. The reports and conclusions reflecting the work accomplished under each task set forth will be prepared and delivered to the Government, as per the Plan of Action and Milestone (POA&M) in the format required by the TPOC.

5.3 The contractor shall provide preliminary draft documents, and conduct appropriate reviews and adjudication of comments before making final delivery. The delivery of documents will be determined at the start of the task, as per the POA&M or other development schedule to meet the Navy's need. The delivery date of the last of the above reports is not to be later than the end of the delivery order.

5.4 The contractor shall provide other miscellaneous reports, as determined by the task and the TPOC. These miscellaneous reports could include; meeting minutes, action items tracking, ship visit reports, TSIP documentation, Test Plans, Evaluation Reports, or other documentation created as an integral part of a task order as determined by the TOM or TPOC.

5.5 The contractor shall provide travel reports for each trip, including to learning centers, ships, program offices, and other locations as determined necessary to execute the task. The report will be in the format specified by the TPOC and will include at a minimum; the destination, personnel met with during the visit, number of travelers, duration of stay, task milestones completed, ship, and hull number visited. Documentation gathered during the visit will be provided to the TPOC.

5.6 All report and other deliverable formats, contents, and delivery requirements will be specified at the time of task order issuance by the TPOC and as per Navy applicable documents identified in Section 3 of this SOW or other applicable documents that govern a particular task. In the event there is a conflict between the TPOC direction on format and content and applicable documentation the contractor shall discuss this with the TPOC for direction.

## 6.0 MATERIALS

6.1 The contractor shall acquire all materials required in support of executing the statement of work. This includes hardware, software, computer systems, technical data, technical manuals, Planned Maintenance System (PMS) data, Engineering Operational Sequencing System (EOSS) data, ship configuration data, existing training material, and other data and material necessary to execute the task order.

6.2 The contractor shall have access to the necessary systems and databases to obtain the data required to complete the task. The contractor shall notify the TPOC immediately with any request for Government Furnished Information (GFI) that the contractor is not able to obtain and is necessary to complete the task order.

6.3 The contractor is authorized to procure, stage, and store all equipment, support equipment, Technical Training Equipment (TTE), Training Devices (TD), supporting material, supplies, hardware, or associated special purpose tools and test equipment, as necessary to execute the task order. The TPOC will specify an alternative government or contractor storage facility, if necessary to meet the Navy's needs.

6.4 The contractor must have ability to attain the clearance necessary to handle and store classified documents, including NOFORN, CONFIDENTIAL, and SECRET. Documents include, but are not limited to technical manuals, drawings, letters, and reports. Classified documents must be handled in accordance with standard classified security operating procedures.

## 7.0 PERSONNEL QUALIFICATIONS

The following statements define general instruction for the qualifications of key personnel and non-key personnel.

1. The contractor shall be responsible for the employment of trained and technically qualified personnel to perform the tasks to be ordered hereunder by this SOW. In addition, the contractor is responsible for organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements and those set forth in the task order.

a. The government reserves the right, during the life of this contract, to request work histories on any contractor employee for purposes of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this contract shall meet the experience, educational, or background requirements set forth herein and are fully capable of performing the functions of the respective labor categories in an efficient, reliable, and professional manner. If the contracting officer questions the qualifications or competence of any person

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 13 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

b. All contractor personnel are required to comply with computer security requirements applicable to the Government's computer systems being used or accessed by them during the performance of this task order. When a decision is made known to a contractor employee that the employee will no longer need access to a Government computer system (due to dismissal, reassignment, or resignation), it is the responsibility of the contractor to immediately notify the Contracting Officer Representative (COR) that the individual will not be permitted access to the computer system and its data files.

c. The appropriate level of clearance will be required in order to access specific compartments onboard ship in addition to government facilities. The contractor shall ensure compliance as per the DD Form 254 requirement.

d. When requested the contractor shall provide resumes and similar work experience to document employee competencies.

e. In the event an individual proposed for performance under the resultant contract is not currently employed by the offeror, the offeror shall include with the listing, a letter of intent signed by that individual which states the individual's intent to accept employment with that offeror within thirty (30) days of contract award if the contract is awarded to the offeror.

f. The work history of each employee must contain experience directly related to the task and functions he/she intends to perform under this task order. The Government reserves the right, during the term of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement. If the contracting officer questions the qualifications or competence of any person performing under the task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

2. Key Personnel – The following labor categories are designated Key Personnel for this task order.

The target qualifications for the respective key labor categories are as follows:

a. **Program Manager\*** (1 Resume): Bachelor's Degree from an accredited college or university. Ten (10) years experience in the management, engineering, acquisition, and modernization of Navy systems and equipment as related to the areas of the statement of work with experience managing projects and tasks of similar scope. The ten (10) years experience should include the management of engineering projects, as it pertains to the analysis, planning, development, and delivery of training systems and products.

b. **Senior Training Systems Analyst\*** (1 Resume): Bachelor's Degree from an accredited college or university, preferably in Vocational Education Development, Workforce Education and Development, or an Engineering discipline. Ten (10) years experience with Navy ships and systems with an in-depth knowledge of naval shipboard systems maintenance and operations and also experience as a Navy instructor with qualification as a Master Training Specialist. Five (5) years experience of in an instructional setting with responsibilities for instructing, development and maintenance of training curriculum, and overseeing training labs. Two (2) years experience with the U.S. Navy Interactive Learning Environment (ILE), Navy eLearning (NeL), Navy Knowledge Online (NKO), and experience in media production techniques and methods.

c. **Senior Training Development Specialist\*** (1 Resume): High school graduate or GED. Five (5) years experience with Navy ships and systems with an in-depth knowledge of naval shipboard systems maintenance and operations and experience and also having served as a Navy instructor. Experience with Navy Interactive Learning Environment (ILE), Navy Knowledge Online (NKO), and Navy e-Learning (NeL) with understanding of media production techniques and methods and process for development, review and posting to applicable website.

d. **Senior Instructional Systems Designer (ISD)\*** (1 Resume): Bachelor's of Science Degree in Instructional Systems Design from an accredited college or university. Five (5) years experience in the design and development of training curriculum and interactive multimedia instruction.

e. **Senior Application Developer\*** (1 Resume): Bachelor of Science Degree in Computer Science, Information Systems or Engineering from an accredited college or university. Ten (10) years experience in analysis, design, implementation and support of Corporate Business Systems applications, databases, system architecture, and object oriented design.

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 14 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

f. **Lead Logistician\*** (1 Resume): High school graduate or GED and graduate of a Navy school. Five (5) years experience with an in-depth knowledge of naval shipboard systems maintenance and operation, manpower and training, technical documentation, and supply support. Working knowledge of DoD, Navy, and commercial logistical databases, e.g. SEATRACQ, CETARS, CPM, Federal Logistics Information System, Weapons System File, Haystack, CDMD-OA, and other related systems. Experience determining ILS impacts and coordinating ILS product development and updates for HM&E alterations associated with U.S. Navy ship availabilities.

g. **Senior Engineer\*** (1 Resume): Bachelor of Science Degree in Engineering from an accredited college or university. Three (3) years experience with an in-depth knowledge of naval shipboard systems, including mechanical, electrical system design, repair, installation, modification, operation, maintenance, and testing of Navy ship systems or equipment. Knowledge of Navy programs, organizations, and functions. Knowledge for Navy processes and practices for designing and building electronic classrooms, labs, and the installation and testing of TTE, TD, and networks, including the upgrade of facilities, such as air, power, water, and HVAC.

h. **Senior Multimedia Software Developer\*** (1 Resume): Bachelor of Science Degree from an accredited college or university or eight (8) years experience in the development of CBT. Three (3) years experience in various aspects of computer programming and development of CBT, ICW, or IMI.

The minimum qualifications for the respective non-key labor categories are as follows:

a. **Training Systems Analyst:** Bachelor's Degree from an accredited college or university, preferably in Vocational Education Development, Workforce Education and Development, or an Engineering discipline. Three (3) years experience with Navy ships and systems with knowledge of naval shipboard systems maintenance and operations and also experience as a Navy instructor. Experience working in an instructional setting with responsibilities for instructing, development and maintenance of training curriculum, and overseeing training labs. Experience with the U.S. Navy Interactive Learning Environment (ILE), Navy eLearning (NeL), Navy Knowledge Online (NKO), and experience in media production techniques and methods.

b. **Training Development Specialist:** High school graduate or GED. Three (3) years experience with Navy ships and systems with an in-depth knowledge of naval shipboard systems maintenance and operations and experience and also having served as a Navy instructor. Experience with Navy Interactive Learning Environment (ILE), Navy Knowledge Online (NKO), and Navy e-Learning (NeL) with understanding of media production techniques and methods and process for development, review and posting to applicable website.

c. **Instructional Systems Designer (ISD):** Bachelor's of Science Degree in Instructional Systems Design from an accredited college or university. Three (3) years experience in the design and development of training curriculum and interactive multimedia instruction.

d. **Application Developer:** Bachelor of Science Degree in Computer Science, Information Systems or Engineering from an accredited college or university. Three (3) years experience in analysis, design, implementation and support of Corporate Business Systems applications, databases, system architecture, and object oriented design.

e. **Logistician:** High school graduate or GED and graduate of a Navy school. Three (3) years experience providing program level support of U.S. Navy logistics projects and initiatives. Working knowledge of U.S. Navy logistics organizations, including their functions and responsibilities. Direct experience with formulating and implementing ILS policies and processes. Experience with an in-depth knowledge of naval shipboard systems maintenance and operation, manpower and training, technical documentation, and supply support. Working knowledge of DoD, Navy, and commercial logistical databases, e.g. SEATRACQ, CETARS, CPM, Federal Logistics Information System, Weapons System File, Haystack, CDMD-OA, and other related systems. Experience determining ILS impacts and coordinating ILS product development and updates for HM&E alterations associated with U.S. Navy ship availabilities.

f. **Engineer:** Bachelor of Science Degree in Engineering from an accredited college or university. One (1) year of experience with knowledge of naval shipboard systems, including mechanical, electrical system design, repair, installation, modification, operation, maintenance, and testing of Navy ship systems or equipment. Knowledge of Navy programs, organizations, and functions. Knowledge for Navy processes and practices for designing and building electronic classrooms, labs, and the installation and testing of TTE, TD, and networks, including the upgrade of facilities, such as air, power, water, and HVAC.

g. **Multimedia Software Developer:** Associate Degree in Multimedia Development. Three (3) years experience in



CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 15 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

various aspects of computer programming and development of CBT, ICW, or IMI.

h. Analysts: High school graduate or GED. Three (3) years experience with business and technical processes, metrics, data collection, database structures, financial management, financial reports, tracking schedule, and cost performance using tools and databases as described in the SOW. Knowledge of Navy programs, organizations, and functions.

i. Program Support Assistant: High school graduate or GED. Two (2) years experience in the use of Microsoft Office suite of desktop applications, such as; Word, Excel, Access, Powerpoint, Outlook, and Project. Experience with clerical, administrative and various office work.

j. Drafter/Designer: High school graduate, trade/industrial school graduate, or GED. One (1) year of experience in the development of engineering drawings and data for Navy systems and equipment directly related to the SOW, including one (1) year of experience with Computer Aided Design/Drafting, such as; AUTOCAD, AUTOCAD Electrical and Visio software application package.

## 8.0 SECURITY AND SAFETY REQUIREMENTS

Due to the possible sensitive work and areas in which work may be performed, all contractor personnel shall be required to have a SECRET security clearance or an interim clearance at time of PROPOSAL SUBMISSION.

Contractor Personnel Identification - In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.

## 9.0 TRAVEL AND PLACE OF PERFORMANCE

The primary place of performance will be the contractor's facility. As required by government, space for contractor's maybe made available in government offices. Travel may be required to the following locations to support the above statement of work. Travel locations include but are not limited to:

Philadelphia, PA

Washington, DC

Norfolk, VA

Newport News, VA

Groton, CT

Kings Bay, GA

San Diego, CA

Pearl Harbor, HI

Ingleside, TX

Pascagoula, MS

Mayport, FL

Bremerton, WA

Sasebo, Japan

Yokosuka, Japan

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 16 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Gaeta, Italy

Guam

Orlando, FL

#### 10.0 OVERTIME

10.1 The contractor shall submit to the Subject Matter Expert a request to work overtime in support of meeting the task milestones and needs of the Navy, such as ship schedule. The Contracting Officer's Representative (COR), after consulting with the Contracting Officer, will authorize overtime on a case by case basis.

#### 11.0 PERIOD OF PERFORMANCE

11.1 The period of performance for the contract shall be from award through 30 September 2015.

#### 12.0 SUBJECT MATTER EXPERT (SME)

12.1 [REDACTED]

#### 13.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

13.1 The COR for this task order will be

J [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### 14.0 DELIVERABLES

The contractor shall provide the following deliverables associated with this tasking effort:

- a. The Burn Rate Analysis Report is a summary report that captures the rate at which the money is expended. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning 30 days after award and every 30 days thereafter. A template of this report is provided as Attachment 4.
- b. The Incurred Costs Report is a report that captures a summary of all costs incurred to date. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning 30 days after award and every 30 days thereafter. A template of this report is provided as Attachment 5.

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 17 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the basic 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 Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: \_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City and State)

Ship all Reports/Data to the following address:

Naval Surface Warfare Center, Carderock Division  
 ATTN: Robert Scott/Code 942  
 5001 S. Broad Street  
 Building 4  
 Philadelphia, PA 19112

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

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 18 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed by the [REDACTED]  
[REDACTED].  
[REDACTED]

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 19 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	12/21/2012 - 12/20/2015
4100	2/6/2014 - 12/20/2015
6000	12/21/2012 - 12/20/2015
6100	9/30/2014 - 12/20/2015
7000	8/22/2014 - 12/20/2015
9000	8/22/2014 - 9/20/2015

### CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance is as follows:

CLINs 4000 and 6000 - Base Period: 21 December 2012 through 20 December 2015  
 CLIN 4100 - Option Period: 06 February 2014 through 20 December 2015  
 CLIN 6100 - Option Period: 30 September 2014 through 20 December 2015  
 CLIN 7000 and 9000 - Option Period: 22 August 2014 through 20 December 2015

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 20 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

[REDACTED]

### HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(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 Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is 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 (*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*)

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 21 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Issue DODAAC	<u>N65540</u>
Admin DODAAC	<u>S2404A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N65540</u>
Service Approver DODAAC	<u>N/A</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAA221</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

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

<b>Send Additional Email Notification To:</b>


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

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-5419.

(End of Clause)

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 22 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

ITEM	ALLOTTED COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
4			
			Three (3) years after date of award.
			Three (3) years after date of award.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that [redacted] man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. 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 [redacted] 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



[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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:

$$\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} \text{ minus } \text{Expended LOE}) \text{ divided by } \text{Required LOE})$$

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) 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.

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
4 [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] 337	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

M [REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 26 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Standard Number: N0002413WX08513  
Incremental Funding, TI-5/2  
10 U.S.C. 2410(a) is invoked. Funding for performance available to 04 June 2016.

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

4

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]

B [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] EV-2

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]



[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

o [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]



[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 35 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 36 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

H-5 Task Order Process.

Ombudsman Description.

In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCCD Ombudsman must be forwarded to:

Ms. Irene Katakinski

Email: [irene.katakinski@navy.mil](mailto:irene.katakinski@navy.mil)

Telephone: 215-897-7596

CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006) (NSWCCD)

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E of the base contract, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work under the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

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

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating

Standard

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 37 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Excellent	“Excellent” ratings for all performance evaluation criteria.
Very Good	A combination of “Excellent” and “Satisfactory” ratings determined by the PCO to exceed Satisfactory” overall.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

(c) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least “Satisfactory” overall performance.

(d) Performance Evaluation Criteria: The contractor’s performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table, and considering the criterion in Tables 2 through 4 of this task order clause.

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating, and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The ToM will maintain the written records of the contractor’s performance so that a fair and accurate evaluation is made.

(2) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor’s Senior Technical Representative to review performance under the task order during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor’s Self-Evaluation: The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the task order, covering the evaluation period, and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM’s recommendations, the contractor’s comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM’s recommendations and the contractor’s comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor’s Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor’s submission and respond as appropriate. Although the PCO will consider the contractor’s comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 38 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
-----------	----------------	--------------	-----------



Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
CostManagement	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
CostReporting	Reports are generally late, inaccurate	Reports are timely, accurate, complete and	Reports are clear, accurate, and

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 40 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

incomplete or unclear.      clearly written.  
                                          Problems and/or trends  
                                          are addressed, and an  
                                          analysis is also  
                                          submitted.      pro-active. Problems  
                                          and/or trends are  
                                          addressed thoroughly,  
                                          and the contractor's  
                                          recommendations  
                                          and/or corrective plans  
                                          are implemented and  
                                          effective.

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

**CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JAN 2010)**

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 85 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will terminated.

b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites. The Contractor shall e-mail [acquisition.nswccd.fct@navy.mil](mailto:acquisition.nswccd.fct@navy.mil) to obtain the excel file that outlines the required format and content of the list. The Contractor will provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. The excel file shall be submitted via email to [acquisition.nswccd.fct@navy.mil](mailto:acquisition.nswccd.fct@navy.mil) and the Contracting Officer's Representative (COR) or Task Order Manager (TOM). Throughout the period of performance of the contract, the Contractor shall immediately provide an updated spreadsheet to [acquisition.nswccd.fct@navy.mil](mailto:acquisition.nswccd.fct@navy.mil) and the COR/TOM when any Contractor personnel changes occur.

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 41 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### 09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

### CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

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

(2) Guidelines to the Contractor that 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 the base contract;

(3) increase or decrease the contract price or estimated 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 task order.

(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 Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

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

(End of Clause)

### 252.239-7001 Information Assurance Contractor Training and Certification

As prescribed in 239.7103(b), use the following clause:

### INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 42 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

assurance certification requirements, including-

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

Deviation 2012-O0004

Class Deviation— Prohibition Against Contracting With Corporations That Have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law

**252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law.**

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Deviation 2012-O0007

Class Deviation—Additional Responsibility Matters When Using Fiscal Year 2012 Funds.

**252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law.**

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 43 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is is not a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACT NO. N00178-05-D-4395	DELIVERY ORDER NO. EHP2	AMENDMENT/MODIFICATION NO. 26	PAGE 44 of 44	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Performance Requirements Summary Table - Attachment 1

DD 254 - Attachment 2

Cost Summary Format - Attachment 3

Direct Labor Substantiation Table - Attachment 4

BurnRateReport

IncurredCostExpenditureReportAttachment6