

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-11-D-6661		2. DELIVERY ORDER NO. N0018918F3029		3. EFFECTIVE DATE 2018 Sep 25		4. PURCH REQUEST NO. N4027318RC037AD		5. PRIORITY Unrated	
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 Jill H Joscelyn/Code 230.1 757-443-1219			CODE N00189		7. ADMINISTERED BY DCMA SAN DIEGO 9174 Sky Park Court, Suite 100 SAN DIEGO CA 92123-4353			CODE S0514A	
			FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule			8. DELIVERY FOB DESTINATION	
								OTHER	
								(See Schedule if other)	
9. CONTRACTOR R3 Strategic Support Group 1050 B Avenue, Suite A Coronado CA 92118			CODE 4WRF7					11. X IF BUSINESS IS	
								X SMALL	
					12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			SMALL DISADVANTAGED	
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G			WOMEN-OWNED	
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381			CODE HQ0339	
								<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>	

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.
	PURCHASE		Reference your _____ furnish the following on terms specified herein.
			ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

R3 Strategic Support Group		Andrew Bradley Director of Business Development	25 Sep 2018
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA
BY: /s/Jill H Joscelyn					25. TOTAL
					26. DIFFERENCES
					09/25/2018 CONTRACTING/ORDERING OFFICER

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS	
		PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR	
FINAL	34. CHECK NUMBER				
f. TELEPHONE	g. E-MAIL ADDRESS		35. BILL OF LADING NO.		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		31. PAYMENT			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		COMPLETE	
				PARTIAL	
				FULL	
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8001	U099	BASE PERIOD (O&MN,N)	█	LO	█	█
8002	U099	OPTION PERIOD 1 (O&MN,N) Option	█	LO	█	█
8003	U099	FAR 52.217-8 (O&MN,N) Option	█	LO	█	█

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	U099	BASE PERIOD (O&MN,N)	█	LO	█
9002	U099	OPTION PERIOD 1 (O&MN,N) Option	█	LO	█
9003	U099	FAR 52.217-8 (O&MN,N) Option	█	LO	█

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Performance Work Statement (PWS)

#### PROVIDING

#### EXPLOSIVE ORDNANCE DISPOSAL TRAINING AND EVALUATION UNIT ONE

#### TECHNOLOGY INTEGRATION AND EVALUATION SUPPORT

##### 1.0 BACKGROUND

The EOD Training and Evaluation Unit (EODTEU), is tasked to provide Unit Level Training (ULT) to EOD GROUP ONE (EODGRU ONE) EOD units of action (UoA) during their pre-deployment Operational-Fleet Response Plan (O-FRP) Basic Phase training. Additionally, EODTEU ONE is directed to train, evaluate, integrate and develop TTPs for the very shallow mine (VSW) mission area. The advancements in technology of unmanned air systems (UAS), and unmanned underwater systems (UUS) requires the EODTEU to have personnel who are dedicated to evaluating, integrating, developing new strategies to incorporate technology into current response operations and instructing EOD UoA in these new technologies. Additionally, the EODTEU curriculum delivery methods have not evolved since the advent of Microsoft PowerPoint. Today's curriculum is delivered via PowerPoint and practical application. The practical application method requires significant investment of resources in developing training sites and man hours for site preparation. EOD TEU's are incorporating ocular viewed, dynamic movement and static environment immersive, photorealistic spherical video technology to supplement instructor led practical application and potentially replace PowerPoint presentations. EODTEU ONE brings emerging technologies, human performance and TTP's together in the capstone event Field Training Exercise (FTX) conducted at NAWS China Lake.

EODTEU ONE is a recognized American Council on Education (ACE) military learning center since 2008. EODTEU ONE's curriculum has been evaluated by ACE subject matter specialists (SMS) and five subject matter divisions are authorized to award up to three lower division baccalaureate and/or associate degree semester hours per course identification number (CIN). The ACE SMS's evaluated all facets of EODTEU ONE's curriculum matter and learned professional instruction/teaching personnel. In order to maintain EODTEU ONE's ACE accreditation, the learned professionals supporting this contract must meet the education, experience and qualifications detailed for each position description described below.

EODTEU ONE is located aboard Naval Base Point Loma, Harbor Drive Annex, Point Loma, CA. This is the administrative and curriculum headquarters for the unit and where the majority of classroom instruction and laboratory training is conducted. EODTEU ONE Detachment China Lake, CA is located aboard Naval Air Weapons Station (NAWS) China Lake, CA. EODTEU ONE Det China Lake is where the majority of EOD field exercises/training and weapons/convoy training is conducted. EOD and Mobile Diving Salvage (MDS) personnel from EODTEU ONE San Diego, CA travel to EODTEU ONE Det China Lake and/or Honolulu HI to execute this portion of the training curriculum and, upon completion, return to EODTEU ONE San Diego, CA. EOD and support personnel attached to EODTEU ONE Det China Lake are permanently stationed at NAWS China Lake and provide logistical, administrative and curriculum support for the training events.

##### 2.0 OBJECTIVE

The objective of the Performance Work Statement (PWS) is to acquire learned professional personnel who can support the training of the EOD UoA, develop strategies for the integration of emerging technology into EOD TTPs and support the Learning Standards Department for incorporation of new technology and associated training into curriculum material updates and revisions.

##### 3.0 SCOPE OF WORK

3.1 The scope of this Performance Work Statement (PWS) encompasses contractor support to provide EODTEU ONE a support team of Learned Professionals whose primary duties will require advanced knowledge in the specialized intellectual instruction and teaching Subject Matter Experts experienced in Explosive Ordnance Disposal, chemistry, virtual reality, and emerging technologies evaluation. Each of the 19 requested learned professional contractors will be considered an exempted employee per 29 C.F.R 541.301(A) the Fair Labor Standards Act (FLSA). The advanced intellectual knowledge required, coupled with the consistent exercise of discretion, judgement and specialized academic training acquired through a combination of work experience and specialized intelligence qualifies each position as a learned professional. Each position meets the three criteria laid out in the FLSA; how much they are paid, how they are paid and what kind of work they do. The chemist/biologist and human systems integration cell contractor(s) educational requirements call for advanced degrees beyond a Bachelor's of Science and a salary commiserate with that level of education. The level of prior professional achievement and years of experience required for each of the Underwater Division, Surface Ordnance/IED Division and FTX Division contractor position(s) qualifies the contractor as a learned professional. Additionally, each learned professional contractor is required to support hands on practical application training instruction that will vary in character (non-routine mental, manual or physical processes). Due to the nature of EOD operations, these prolonged training courses of specialized intellectual instruction are conducted in excess of, and outside normal working hours. During training instructional periods, the learned professional contractor is required to work nights, weekends and in excess of a routine eight-hour work day. The Contractor will travel to off-site training ranges, demolition training facilities, conferences and meetings, and other places as required supporting EOD and NECC training requirements that requires extensive exercise of independent judgement and discretion.

3.2 The Contractor shall train approx. 300 Explosive Ordnance Disposal Technicians, Navy Divers, and or other Department of Defense (DoD) personnel each year, as deemed necessary.

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3.3 In order to ensure the smooth transition in contractor performance and to prevent possible decreases in productivity, the contractor is authorized to have personnel on board during the period after award and prior to contract start date to begin command orientation, screening and the Instructor Qualification/Certification process. During this period, the Government will provide specific guidance to the contractor and arrange for appropriate access to Government spaces. Contractor personnel shall not interfere with the normal conduct of government business.

4.0 SPECIFIC REQUIREMENTS

This program shall include the tasks for which the Contractor is directly responsible for providing, supporting and maintaining, with accuracy and timeliness, IAW the PWS and other tasks required by the client. The tasks contained in this PWS may contain sub-tasks.

4.1 EOD areas of evaluation

Background: EOD Training and Evaluation Unit ONE provides five ACE accredited EOD skills training courses that support various levels of skill performance required by TYCOM. EODTEU ONE is tasks organized by division in order to support the development of learned professionals with specialized intellectual instruction and are teaching subject matter expert (SME). The following contracted tasks and the learned professionals provided, will support EODTEU ONE's ability to deliver ULT at the level required to maintain ACE accreditation.

4.1.1 The EODTEU ONE Underwater Division facilitates advanced level training for EOD and Unmanned Maritime Systems (UMS) platoons during Unit Level Training (ULT) to support O-FRP Basic phase. This training encompasses Expeditionary Mine Counter Measures (EX MCM) focusing on each platoons Required Operational Capabilities (ROC), and how they affect the Navy's MCM capability. The contracted position(s) supporting EODTEU ONE Expeditionary Mine Counter Measures (EX MCM) training is a learned professional SME who will support this high risk course of instruction through their advanced knowledge in the highly specialized discipline of EX MCM. The EX MCM contractor(s) requested will provide the assistance for TEU ONE to meet this requirement as well as increase the knowledge base and skill set of EX MCM CO to conduct collaborative mine warfare and unity of effort within the MCM arena in any projected environment.

The EX MCM contractor(s) will be required to do the following:

**Tasks:**

- a. Provide support to UW Lead Instructors during classroom evolutions.
- b. Provide support to UW Lead Instructors during field training evolutions.
- c. Provide research, testing, integration and evaluation of new technologies.
- d. Support UW Division in the revision and development of SOP and TTP.
- e. Support the revision and continuous improvement of UW Division Course of Instruction.
- f. Support UW Division in Minefield maintenance as required.
- g. When directed, complete additional administrative tasks.

**Convening's:**

- a. Approx. 12 per year
- b. Instructional Length: 15 Days per convening
- c. Convening Locations: EODTEU-ONE, San Diego, CA
- d. Travel Days: 0 per convening
- e. Work Hours: 0730- TBD (average 12 hours per day)
- f. Students per class: Approx. 24

**Education:**

- a. The contractor must meet the following education requirements:

(a) Graduate of a Military service Instructor Training Course (ITC). (i.e. Navy, Air Force, Marines, Army, and U.S. Coast Guard)

Or:

(b) Instructor training via an accredited academic institution. Academic ITC requirements, at a minimum, include:

- (1) Effective communication and questioning techniques
- (2) Adult learning theory and principles
- (3) Instructional Delivery methods
- (4) Lesson delivery performance laboratory
- (5) Training environment management
- (6) Inter-personal skills
- (7) Evaluation and Feedback

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- b. Graduate of: Mine Warfare Training Command UMS COI for UMS and PMA curriculum PMA operator. For PMA operator a graduate of PMA training delivered at Naval Meteorology & Oceanography Command.

**Experience:**

- a. Two years of instructional experience in lieu of designation (DD-214, course certificates, etc.).
- b. Very Shallow Water operations
- c. Three years of UUV operations experience
- d. Three years of PMA operator experience
- e. Honorably Discharged from Active Duty Military service.

**Qualifications:**

- a. Must meet Navy High-Risk Training requirements as outlined in OPNAVINST 1500.75 series.
- b. Possess valid CPR certification.
- c. Possess current Security Clearance of SECRET
- d. Possess proof of recent, within the past 3 years, of qualifications for the following:
  - a. Supervisory Qualifications:
    - i. UMS Supervisor
    - ii. PMA Supervisor
    - iii. Small boat coxswain qualification

4.1.2. The Surface Ordnance/IED (S/IED) contractor(s) is a Subject Matter Expert (SME) who will support the provision of high-risk courses of instruction utilizing their knowledge in the specialized discipline of EOD at the EOD Training and Evaluation Unit One (EODTEU ONE). The basic missions and functions of the S/IED Division are to provide EOD technicians with advanced surface ordnance and IED Unit Level Training (ULT) that exercises the Required Operational Capabilities (ROC) and closely replicates the current Projected Operational Environments (POE). This ULT is conducted in the construct of full mission profiles (FMP) utilizing the following training areas: Greater San Diego, Camp Pendleton, and Naval Air Weapons Station (NAWS) – China Lake. The provision of this training requires significant time, resources, manpower, administration, logistics, and planning from the billeted EODTEU ONE instructor cadre. Therefore, in order to support the delivery of ULT, the assigned contractor(s) will be required to:

- a. Provide on-site support to S/IED instructors during classroom evolutions;
- b. Provide on-site support to S/IED instructors during FMP training evolutions;
- c. Provide on-site support to S/IED instructors during Advanced Demolition (AD) courses of instruction;
- d. Support S/IED instructors in the maintenance of designated training sites;
- e. Support S/IED instructors as a custodian and maintainer of allocated training aids;
- f. Support S/IED instructors in the research and development (R & D) of emerging technologies/capabilities;
- g. Support S/IED instructors in the revision and development of SOP and TTPs;
- h. Support the revision and continuous improvement of S/IED learning materials and assessment tools.
- i. When directed, complete additional administrative tasks.

**Convenings:**

- a. Approximately 12 – 16 convening’s per year (TPPD states 16)
- b. Approximately 16 days per convening (10 for S/IED; 6 for FTX)
- c. Approximately 8 – 20 students per convening
- d. Approximately 8 – 12 hours per day in accordance with current training program.
- e. Must be available for night and weekend training.
- f. Location: EODTEU-ONE, San Diego, CA. Camp Pendleton, Oceanside, CA. EODTEU ONE Advanced Training Facility, NAWS China Lake, CA.

**Education:**

- g. The contractor must meet the following education requirements:

- (a) Graduate of a Military service Instructor Training Course (ITC). (i.e. Navy, Air Force, Marines, Army, and U.S. Coast Guard)

Or:

- (b) Instructor training via an accredited academic institution. Academic ITC requirements, at a minimum, include:

- (1) Effective communication and questioning techniques
- (2) Adult learning theory and principles
- (3) Instructional Delivery methods
- (4) Lesson delivery performance laboratory
- (5) Training environment management

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- (6) Inter-personal skills
- (7) Evaluation and Feedback

h. Graduate of: Naval School Explosive Ordnance Disposal (NAVSCOLEOD).

**Experience:**

- a. Honorable Discharge from Active Duty Military service (DD-214 required).
- b. Three years' experience as an EOD Senior or Master Technician (Master Technician preferred).
- c. Minimum one combat deployment.

**Qualifications:**

- a. Must meet Navy High-Risk Training requirements as outlined in OPNAVINST 1500.75 series.
- b. Possess valid CPR qualification.
- c. Possess current SECRET security clearance.

4.1.5 The EOD Human Systems Integration Cell is comprised of two learned professionals who will develop, administer, or advise on virtual reality (VR) formatted videos engineered for the purpose of supplementing delivery methods for the approved EODTEU ONE training curriculum. This Cell is concerned with assuring the quality of products acquired by EODTEU ONE prior to government acceptance and approval. The work involves: (1) development of plans and programs for both achieving and maintaining product quality throughout the video's life-cycle; (2) monitoring video operations to prevent production defects and verifying adherence to quality plans or requirements; (3) analysis and investigation of adverse quality trends, and (4) initiation of corrective action if necessary. These positions require personnel capable of independent judgement with the ability to provide adaptive analytical thinking. Furthermore, these personnel must incorporate those capabilities within a working knowledge of ocular viewed immersive photorealistic spherical virtual reality platforms and their associated manufacturing processes. At TEU ONE ocular viewed immersive photorealistic spherical virtual reality platforms are being incorporated into training delivery that apply the best concepts, techniques and technologies in an effort to accelerate learning of the approved EODTEU ONE curriculum. This cell will be responsible for knowledge management of throughout each video's life-cycle through periodic updates to ensure that the videos are both accurate and current.

- a. Work Hours: 0730 - 1600 (average 40 hours per week).
- b. Analyze ocular viewed immersive photorealistic spherical video performance outcomes and observations on platform content, scheduling and delivery in order to recommend and implement changes.
- c. Human performance and technical analysis (i.e. storage, processing, and dissemination) of lessons learned reports, technology recommendations, and data (raw and analyzed). Human performance, technical analysis and recommendations should be forwarded to government personnel (EODTEU, EODGRU).
- d. Use collected data to make recommendations to government personnel for improving future platform iterations. This may be done on government-provided computing resources.
- e. Ocular viewed immersive photorealistic spherical video protocol implementations with regards to the technical aspects of training or operating in an environment with potentially reactive materials, taking place at local training venues as well as Navy EOD training sites in Darwin Wash, SLC, VA Beach, and others.
- f. Other facilitation requirements include: Aid in obtaining and maintaining divisional professional knowledge library, aid with the coordination of military, civilian and/or contracted instructors, communicate with national labs, academic labs and other general administration as required.
- g. Required to travel to both local and remote training sites. While this person would have a technical background and be an SME in their field, they would need to be integrated into the EOD community and learn our TTPs. They would be required to China Lake FTX; and various other training venues and conferences relevant to virtual reality. Estimate 25% travel time.
- h. Plan, manage and organize any ocular viewed immersive photorealistic spherical technology product update efforts.
- i. Conduct periodic surveys of ocular viewed immersive photorealistic spherical video events and ascertain utility of technology. The purpose of this support is to continually improve the existing curriculum. This support will also determine training capability gaps, make recommendations to correct deficiencies and update training materials as required.
- j.

**Education:**

- a. Bachelor's or Master's in Computer Engineering (or equivalent)

**Experience:**

- b. Working knowledge of 3D tools such as 3DS MAX, MAYA, Autodesk 3D, Zbrush.
- c. Developing realistic ocular viewed photorealistic spherical environments and textured 3D assets.
- d. Capable of implementing 3D Art assets efficiently and allow for rapid iteration of application design efforts.
- e. Proficient with deriving 3D math and shader development.
- f. Can create and maintain algorithms or scripts to support engineering optimization of photorealistic spherical ocular viewed videos.
- g. Utilize photogrammetry, computer aided design and photorealistic spherical filming to create interactive simulations.
- h. Develop and maintain computer programs using C++, C#, Python, MATLAB Unity and other programming languages to support CAD/engineering, Virtual Reality and Additive Manufacturing.
- i. Developed hardware and software configurations to support system designs
- j. Coordination and scheduling of training courses of instruction.
- k. Ability to coordinate with external EOD commands and HHQs.
- l. Strong communication skills that can utilize military specific language and acronyms.

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**Qualifications:**

Possess or qualify for a Security Clearance of SECRET

4.1.6. Chemist to support Chemical and Biological/Homemade Explosive division. This technically apt learned professional scientist provides knowledge continuity in science, further enhances technical understanding, and enables advance training in the realm of chemical, biological and homemade explosive hazards. This chemist provides EOD TEU ONE instructors advance proficiency, and ensures that O-FRP Basic Phase ULT training is scientifically accurate resulting in EOD platoons meeting MCO training requirements.

- m. Work Hours: 0730- 1600 (average 40 hours per week)
- n. Provide curriculum support, and be willing to travel 30% of the year.
- o. Evaluate student and instructor feedback on course content, scheduling, and delivery in order to recommend and implement changes
- p. Technical analysis (i.e. storage, processing, and dissemination) of Lessons Learned Reports, Technology Recommendations, all course critique data (raw and analyzed). Analysis and recommendations should be forwarded to government personnel (EODTEU, EODGRU).
- q. Use collected course critique data to make recommendations to government personnel for improving future course iterations. This may be done on government-provided computing resources.
- r. Facilitation of training, i.e. instructing students and facilitating Practical Assessments as well as support to other instructor's w/regards to the technical aspects of training or operating in an environment with potentially reactive materials, taking place at local training venues as well as NEOD training sites in Darwin Wash, SLC, VA Beach, and others.
- s. Other facilitation requirements include:Aid in obtaining and maintaining divisional professional knowledge library, coordinate with and schedule civilian and/or contracted instructors, communicate with National Labs, NAVEODTECHDIV, LANL etc...., and other general administration, as required.
- t. Required to travel to training sites both local and remote. While this person would have a technical background and be an SME in their field, they would need to be integrated into the EOD community and learn our TTPs. They would be required to attend HME training at the Chemical Energetics Course at NAS China Lake; HME ESOF facilitated by Point One; Advanced C/B training DPG; assist with technical aspects of device builds and drills during China Lake FTX; and various other training venues and conferences relevant to the NEOD C/B mission. Estimate 25% travel time
- u. Manage and organize any curriculum update efforts.Refine existing training aides, areas, and scenarios.
- v. Conduct periodic surveys of former students and instructors to ascertain utility of curriculum.The purpose of this support is to continually improve the existing curriculum.This support will also determine training capability gaps, make recommendations to correct deficiencies and update training materials as required.

**Education:**

- w. Bachelor's Degree in Chemistry or Bio/Chemistry

**Experience:**

- x. Must have experience logged as an assistant to include forming lesson plans, grading, and advising students
- y. Lab experience, outside of college training, or, experience with energetic materials
- z. Ability to facilitate Curriculum Development
- aa. Ability to coordinate and schedule training courses of instruction
- ab. Willingness to travel approximately 25% of work year to other areas to schedule, facilitate and monitor all course convening's
- ac. Ability to coordinate with external EOD commands and HHQs
- ad. Strong communication skills; ability to communicate with military personnel in a military environment
- ae. Take direction from designated EODTEUONE personnel
- af. Microsoft Office skills
- ag. Having regular interactions with NEOD and NECC Students. They would be giving training in Chemistry as it relates to HME & CW as well as Biology as it relates to BW. Topics of instruction would include: HME/CHEM/BIO Fundamentals; Production; Safety; Identification and more
- ah. Ability to aid in developing new drill sets and scenarios based on real world intelligence reports
- ai. Required to interact with other technical SMEs at US National Labs

**Qualifications:**

- aj. Possess valid CPR certification.
- ak. Possess or qualify for a Security Clearance of SECRET

4.1.7 The Explosive Ordnance Disposal (EOD) FTX contractor(s) is a learned professional SME who will support this high risk course of instruction through their advanced knowledge in the highly specialized discipline of EOD. The EOD FTX contractor(s) will augment the Active Duty Military Instructor Cadre. EOD Training and Evaluation Unit ONE provides five ACE accredited EOD skills training courses that support various levels of skill performance required by TYCOM. EOD Training and Evaluation Unit ONE's capstone event, FTX at NAWS China Lake and other locations throughout Navy Region Southwest, Guam, and Hawaii provides to the EOD UoA an opportunity to exercise EOD skills covering the entirety of its Major Combat Operations (MCO) requirements. The EOD FTX contractor(s) will augment EOD TEU ONE staff to meet this training requirement as well as increase the knowledge base and skill set of EOD platoons to conduct collaborative, dynamic EOD operations in austere jungle/desert and underwater environments and develop unity of effort within NECC forces in any projected environment. The FTX contractor(s) will be required to do the following:

- a. Provide on-site support to FTX instructors during classroom evolutions;
- b. Provide on-site support to FTX instructors during FMP training evolutions;
- c. Support FTX instructors in the maintenance of designated training sites;

- d. Act as a role player during evolutions
- e. Support FTX instructors as a custodian and maintainer of allocated training aids;
- f. Support FTX instructors in the research and development (R & D) of emerging technologies/capabilities;
- g. Support FTX instructors in the revision and development of SOP and TTP;
- h. Support the revision and continuous improvement of FTX scheduling and evaluation materials;
- i. Support other Training Unit Divisions when not at FTX;
- j. When directed, complete additional administrative tasks.

**Convenings:**

- a. Approximately 12 – 16 convening's per year (TPPD states 16)
- b. Approximately 20 Days per convening (10 for S/IED; 2 for U/W MCM; 1 for Nuclear; 1 for CBRNE; 6 for FTX);
- c. Approximately 24 students per convening;
- d. Approximately 8 – 12 hours per day;
- e. Must be available for night and weekend training;
- f. Travel Days: 6 per convening (FTX);
- g. Required to travel to training sites both local and remote. They would be required to China Lake FTX; Hawaii; Guam; and various other training locations throughout Navy Region Southwest. Estimate 50% travel time;
- h. Required to be physically fit. Will be moving heavy objects, standing long hours and walking long distances when required.

**Education:**

- a. Graduate of: Naval School Explosive Ordnance Disposal (NAVSCOLEOD).

**Experience:**

- a. Honorable Discharge from Active Duty Military service (DD-214 required).
- b. Three years' experience as an EOD Senior or Master Technician (Master Technician preferred).
- c. Minimum one combat deployment.

**Qualifications:**

- a. Must meet Navy High-Risk Training requirements as outlined in OPNAVINST 1500.75 series.
- b. Possess valid CPR qualification.
- c. Possess current SECRET security clearance.

Course Title	Support Personnel Required per convening based on ratios	Instruction Type	Approx. Periods	Student/Instructor Ratio
EOD ExMCM / VSW	2	Class	9	24:1
		Lab	49	8:1
EOD Surface Ordnance/IED (these are two different divisions however their instruction topics are under the same CIN)	4	Lab	28	6:1
		Class	8	24:1
		Lab	53	12:1
EOD FTX Trainers	10	Lab	31	4:1
		Lab	12	4:1
Human Systems Integration (new requirement)	2	Class	N/A	N/A
Chemist (new requirement)	1	Class	N/A	N/A
		Lab	N/A	N/A

5.0 OTHER PERFORMANCE REQUIREMENTS

5.1 SAFETY REQUIREMENTS

5.1.1 Safety in all training events shall be paramount. The Contractor shall comply with applicable OPNAV, NETC, OSHA and command safety instructions and standards governing these training requirements. The Contractor shall maintain all employee qualification and certification records as required by these instructions.



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## 5.2 CERTIFICATION

5.2.1 Prior to performance start date, the Contractor shall submit resume certifications of contractor's On-Site Manager and all contractor personnel to the COR's designated representative. If the Government questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain the person as qualified as prescribed herein shall be upon the contractor.

## 5.3 ETIET CERTIFICATION AND QUALIFICATION

5.3.1 All contractor(s) shall be qualified to research, test, evaluate, integrate, develop incorporation strategies, and support the Learning Standards Department for incorporation of new technology and associated training into curriculum material updates and revisions. The amount of time required to complete Core Unique Instructor Training (CUIT) and Instructor Certification and Qualification Program (ICQP) requirements will be in accordance with command instructions. Individual qualification requirements will include completion of command and course indoctrination; high-risk screenings; familiarization with facilities, equipment, and safety procedures; personalization of instructional materials; and CPR/AED/First Aid certifications. Additionally, since contractor(s) supporting ULT will be working in a high-risk environment, they will be required to have passed a complete physical and psychological examination prior to beginning ICQP. The qualification process shall be timely, efficient, and non-intrusive to the Government's class schedule.

5.3.2 The Government will provide all instructional materials to the contractor and arrange for access to classrooms and laboratory space.

5.3.3 At the completion of the ICQP period, the contractor(s) will provide all Instructor training binder(s) for validation of personalized course materials to be utilized during instruction and the contractor(s) will schedule a government evaluation for certification when the contractor(s) has satisfactorily completed the technical and professional qualifications. The contractor(s) will be evaluated on selected critical core topic or topics by qualified government command evaluators. Certification will include government evaluation of instructional technique using EODTEUONEINST 1553.1 (series) evaluation similar to NAVEDTRA 135 series.

5.3.4 The contractor(s) must be qualified and certified by the Government prior to research, test, evaluate, integrate, develop incorporation strategies, and support the Learning Standards Department for incorporation of new technology and associated training into curriculum material updates and revisions.

5.3.5 The contractor(s) may be cross-utilize within their area of expertise to the maximize contractor(s) utilization. When cross- utilized, contractor shall be qualified/certified in all-new emerging technology researched, tested and evaluated.

5.3.6 The Prime Vendor shall ensure that all employee certifications, qualifications, requalifications, and sustainment of qualifications are kept current at all times during performance of this contract. Current shall be considered within 12-months from date of completion or as outlined in EODTEUONEINST 1553.1 (series) and costs to maintain a current status shall be borne by the Contractor.

5.3.7 Contractor(s) shall be familiar with all presentation and instructional procedures, curriculum, training aids, devices, and equipment operation and maintenance procedures associated with the course or course(s) they will instruct.

5.3.8 Any contractor who demonstrates a lack of familiarity with research, test, evaluate, integrate, develop incorporation strategies, and support the Learning Standards Department for incorporation of new technology and associated training into curriculum material updates and revisions or demonstrates unsafe practices may be "de-certified" by the COTR or suspended by Learning Standards Office (LSO). In addition the COTR/LSO may decertify or suspend any contract instructor that:

- a. Receives an unsatisfactory instructor evaluation by government evaluators.
- b. Impairs training as a result of a validated student critique, COTR/RSO/LSO/TSO observance.
- c. Endangers the health or safety of any person.
- d. Violates public law or Navy policies involving Fraternalism, Equal Opportunity, Sexual Assault, or instructor professional conduct guidelines.
- e. Fails to protect or properly care for Government property or equipment.
- f. Fails to follow locally approved command guidance (Standard Operating Procedures, instructions, DRAs, etc.)

5.3.9 All instructors are required to requalify/certify in each course of instruction as outlined in command instructions.

## 5.4 Contract Orientation Briefing.

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After award, the Contractor shall participate in contract orientation briefing with EODTEU ONE. The intent of the briefing is to initiate the communication process between EODTEU ONE and the Contractor by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of subtask requirements and objectives. The orientation briefing will be held at EODTEU ONE or another mutually agreed upon location. Date and time will be mutually agreed upon by both parties.

**5.5 Security Requirements.**

5.5.1 Unless otherwise indicated, all personnel shall have a current Defense Security Service issued **Secret** clearance with a current single scope background investigation, which must be maintained during the performance of this contract.

5.5.2 Contractor shall conform to the provisions of OPNAVINST 5510.1 (series) and Department of the Navy Information and Personnel Security Program regulations. DD Form 254 will be provided at the time of award.

5.5.3 The Contractor shall comply with all Automated Information System (AIS) security requirements in accordance with OPNAV 5239.1 (Series). In addition, any ADP product (disk, tape or hard copy) prepared by the contractor for the government (whether produced on government or Contractor-owned equipment) will be the property of the government. The Contractor shall be required to adhere to command policies on the handling of all AIS materials.

5.5.4 The government will issue all Contractor employees working under this contract a government Common Access Card (CAC). This card authorizes the Contractor computer and facility access during the performance of this contract. The Contractor shall provide all required information and ensure that employees are capable of obtaining a CAC card prior to start of the contract.

5.5.5 The Contractor shall adhere to all access requirements as established by the government facility to obtain access. The Contractor shall provide all required information and ensure that employees are capable of obtaining base entry prior to start of the contract.

5.5.6 The Contractor shall advise the COTR of contractor personnel who become an employee or ex-employee. The Contractor shall contact the COTR whenever a contracted employee resigns, is dismissed, laid-off, or if a change to his/her personnel security clearance status occurs. Additionally, the Contractor shall ensure all ex-employee security access badges are returned to the appropriate military authority.

5.5.7 The Contractor shall ensure contracted personnel complete Navy e-Learning courses or training as directed by the Government regarding security.

**5.6 Government Furnished Equipment**

5.6.1 The Contractor shall be given access to on-site training equipment, aids, devices, classrooms, office facilities, computers, instructional media material, technical manuals, specialized publications, classified information. The government shall provide office furnishing (desks, chairs, file cabinets) for contractor personnel located at:

- EODTEU ONE San Diego, CA
- EODTEU ONE China Lake, CA
- MDSU ONE Honolulu, HI
- EODMU FIVE, Agana, Guam

5.6.2 As required, the government will provide access to computers (NMCI and SIPRNET) and software, printers and copier equipment for administrative duties and correspondence at the above locations. The government will provide all office consumables (e.g. paper, pens, folders, ADP media) as required. The following table is a list of equipment and or support that the government will provide in support of this program and other activities related to this program.

5.6.3. The Government will provide to contracted personnel assigned at 5.6.1 locations a Military e-mail account and address that shall be used for all official correspondence with and between the Government.

Resources	Remarks
Classroom Facility	Sufficient size to support training venues.
Training range	Ranges to support explosive tools, and practical training areas. Gov't will provide all range maintenance and repair tools and materials.

Class V (AA&E) support	Gov't will provide demolition materials to support training events. Gov't will supervise all explosive transportation and operations.
Training equipment	Gov't will provide all unique equipment (e.g. weapons, NVGs, PGI, inert training aids, MOUT facilities).
Transportation	Gov't will provide transportation during events located on military ranges and or restricted areas.
Computer access	Gov't will authorize/provide access to NIPRNET and SIPRNET accounts as required.
Office space	Gov't will provide sufficient office space for instructor personnel. Office space may be co-shared due to limited gov't facilities.

#### 5.7 Disclosure of Information.

5.7.1 Performance of this effort may require the Contractor to access and use data and information proprietary to a government agency or government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the government and/or others.

5.7.2 Information made available to the contractor by the government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

5.7.3 Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the government, except to authorized government personnel, or upon written approval of the Contracting Officer (CO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the government between the contractor and the data owner which provides for greater rights to the contractor.

5.7.4 The Contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.

#### 5.8 KEY Controls.

5.8.1 The Contractor shall establish and implement methods of making sure all keys and or electronic lock access codes issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the government. The Contractor shall immediately report to the COTR any occurrences of lost or duplicated keys and or lost electronic access codes.

5.8.2 In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the COR, to re-key or replace the affected lock or locks at no cost to the government. If a master key is lost or duplicated, the contractor must replace all locks and keys for that system.

5.8.3 The Contractor must prohibit the use of keys issued by the government by any persons other than the contractor's personnel. Opening of locked areas by contractor personnel to permit entrance of persons other than contractor personnel or assigned military personnel engaged in performance of work requirements is prohibited.

#### 5.9 MEDICAL Care Requirement

Emergency medical care is available in government facilities to contractor employees who suffer on-the-job injury or illness. The Contractor shall make care reimbursement to the appropriate Navy collection agent upon receipt of statement(s).

#### 5.10 **Contractor Interfaces.**

The Contractor and/or his subcontractors may be required as part of the performance of this effort to work with other Contractors working for the government. Such other contractors shall not direct this contractor and/or their subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

#### 5.11 GOVERNMENT VEHICLE OPERATION

The operation of Government owned or Government leased vehicles shall be required in connection with the delivery of the instruction and support associated in this PWS. The regulations and guidelines which apply to contractor operation of Government vehicles are found in Chapter 8 of DoD Regulation 4500.36-R (Management, Acquisition, and Use of Motor Vehicles) (Attachment E). Additionally, Section 3.8 of NAVFAC Publication P-300 (Management and Support of Civil Engineering Equipment) (Attachment F) provides additional guidance on driver testing and licensing. Generally, Government contracts and agreements require that operators comply with the licensing requirements of the state and local motor vehicle laws. All instructors and support personnel shall possess a valid driver's license, and be certified by the contractor as being

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fully qualified to operate the vehicles/equipment as appropriate. The contractor shall be responsible for determining any special requirements imposed by the respective geographical locations, and for ensuring that the instructors satisfy any additional conditions. The contractor shall provide appropriate documentation regarding all operator qualifications to the COR, and EODTEU-ONE's Licensing Examiner prior to the operation of any Government owned or leased vehicles/equipment.

#### 5.12 **Hours of Work.**

5.12.1 Normal working hours for classroom instruction are 7:30 AM to 4:00 PM, Monday through Friday, with the exception of Federal government holidays, and include an allowance for a 30 minute lunch period. However, during practical application instruction there will be circumstances where work hours are adjusted to meet mission critical requirements. Due to the nature of EOD operations, these prolonged training courses of specialized intellectual instruction are conducted in excess of, and outside normal working hours. During training instructional periods, the learned professional contractor is required to work nights, weekends and in excess of a routine eight-hour work day.

5.12.2 During instruction of the following courses are circumstances where the normal working hours of 7:30 AM to 4:00 PM may not apply:

- Advance Expeditionary Combat Skill course.
- The Intermediate Expeditionary Combat Skill course.
- FTX training periods.
- Underwater/Mine Counter Measures course.
- Nuclear course.
- Chemical/Biological/Homemade Explosives course.
- Surface/Improvised Explosive Devices course.

5.12.3 Typically, instruction for these courses incurs 8 to 12 hours of hands on training, outside normal working hours to include during nights, weekends and incur additional time for transit. The Project Manager and the COR will mutually agree on deviations to the schedule.

5.12.4 Curriculum review or development, equipment maintenance and other tasks require one day per week on average to complete.

#### 5.13 **Government Holidays.**

5.13.1 The following government holidays are typically observed by government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation.

5.13.2 Typically, there is no training conducted during government holidays.

#### 5.14 **Unauthorized Work.**

Only a duly appointed Contracting Officer, and no other government personnel, is authorized to change the specifications, terms, and conditions under this effort.

#### 5.15 **Contractor Personnel.**

5.15.1 The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the Performance Work Statement.

5.15.2 The Contractor shall maintain documentation for each Instructor detailing that individual's qualifications in accordance with the requirements of the task. Substitution of Instructors or the addition of new Instructors during a course shall be communicated to the Contracting Officer's Representative (COR) prior to the convening date. The COR will have the authority to review and approve the Instructor's qualifications.

5.15.3 Any disciplinary problem between contract employees and military staff or students such as fraternization, sexual harassment, or racial discrimination shall be immediately reported to the Contractor's Project Manager and the COTR. Upon notification, the Contractor shall investigate the complaint and submit a response to the COTR within 24 hours. If the investigation determines the complaint is justified, the Contractor shall provide a course of action to be taken to resolve the problem within 3 working days of the notification. The government reserves the right to accept or reject the Contractor's recommended resolution.

5.15.4 Contract Instructors shall maintain an orderly, professional atmosphere and shall have authority commensurate with that responsibility. Students whose conduct is not conducive to learning or who commits a major safety violation shall be referred to the COR.

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5.15.5 Contractor personnel shall present a professional and neat appearance and be easily recognized as Contractor employees (i.e. identification badges, company shirts, etc) at all times while on Government premises. When Contractor personnel attend meetings, answer phones, and work in other situations where their status is not obvious to third parties they must identify themselves as such to avoid creating the impression that they are government employees.

5.15.6 Contractor personnel assigned to this contract shall abide by the rules and regulations concerning the maintenance of personal standards for instructor integrity, grooming, conduct, speech, and student fraternization. The morale and motivation of students and instructional personnel shall be maintained to ensure a favorable environment for learning.

5.15.7 Contractor personnel shall wear all required personal protective equipment while conducting training in accordance with applicable Command directives, standard operating procedures and OSHA standards. Contractor personnel shall be required to work outside in desert and coastal areas. Suitable protective outer garments (e.g. fleece jackets/pants, fleece hats/gloves, Gortex rain jacket/pants, Thinsulate boots, floppy sunhat) will be required to be worn by Contractor personnel during inclement periods. Protective outer garments should be uniform (e.g. same brand and color). Contractor personnel comfort and safety from these environments is paramount. Outer garments are to be provided and replaced by Contractor.

5.15.8 Contractor personnel shall pass a physical and mental examination as a condition of employment. DD Form 2808 must be provided for each contracted employee one week prior to the Contractor beginning the Instructor Qualification/Certification process.

5.15.9 In accordance with OPNAVINST 1500.75B, a psychological evaluation will be required for all Contractor personnel assigned under Tasks 4.1.1, 4.1.2, 4.1.3, 4.1.4, and 4.1.5 due to the high risk nature of this course and or sensitivity of the scope of work (e.g., weapons live fire, work with ECM capabilities, etc). The Medical Questionnaire (Appendix B, OPNAVINST 1500.75B enclosure (2)) and the Results of Medical Screening (Appendix B, OPNAVINST 1500.75B enclosure (3)) will be required to be completed prior to reporting to EODTEU ONE. Documentation shall be maintained by the Contractor, provided to the COTR, and available for government review upon request. A copy of the documentation shall be provided to the COMEODGRU ONE Medical Officer for review and will be kept on file in the COMEODGRU ONE and EODTEU ONE medical departments. Contractor medical records and psychological evaluation will be physically secured and be considered "staff in confidence" information and will not be released unless authorized by the Contractor or if deemed necessary by the COMEODGRU ONE Medical Officer (e.g. medical emergency, high risk certification inspection.)

5.15.10 Contractor duties require moderate physical exertion - such as long periods standing, walking over rough, uneven, or rocky surfaces - requiring bending, crouching, stooping, reaching, or similar activities in all types of weather conditions ranging from very hot (110 F summer) to very cold (30 F winter). The work requires lifting of items up to 50 lbs., such as tools, small arm weapons and inert ordnance items. The work may require specific, but common, physical characteristics and abilities, such as average agility and dexterity. Individuals cannot have seizure disorders, abnormal and uncorrectable near vision, be colorblind, or have substantial hearing loss (hearing aid is acceptable).

5.15.11 All Contractor personnel shall be proficient in MS Office, including MS Word, MS Excel and Power Point.

5.15.12 All Contractor personnel shall be capable of clearly writing and speaking in English.

## 5.16 PROJECT MANAGER

5.16.1 The Contractor shall provide a Project Manager to facilitate government contractor communications. The Project Manager shall be the primary technical and managerial interface between the Contractor and the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) located at EODTEU ONE, 33000 Nixie Way, Bldg 50 Ste 245, San Diego, CA 92147-5109. The name of this person, and an alternate or alternates, who shall act for the Contractor when the manager is absent, will be designated in writing to the CO. The Project Manager or alternate will have full authority to act for the Contractor on all contract matters relating to daily operations.

5.16.2 The Project Manager or alternate must be available during normal 7:30 to 4:00 working hours, as specified herein, and to meet with government personnel within 24 hours to discuss issues.

5.16.3 The Contractor's Project Manager shall meet with the CO/COTR as necessary to maintain satisfactory performance and to resolve other issues pertaining to government / Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the government within two workdays of the subject meeting.

5.16.4 The Contractor's Project Manager shall ensure that all certifications and qualifications are kept current and properly maintained as required by this contract.

## 6.0 PLACE(S) OF PERFORMANCE

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Places of performance are identified in the tasks detailed in section 4.

7.0 PERIOD OF PERFORMANCE

The period of performance for this PWS is the date of award for 12 months, and will include one (1) one-year option periods. It is anticipated that services will begin.

8.0 TRAVEL

8.1 The Contractor may be required to travel to the following locations beyond EODTEU ONE Command office:

- China Lake, CA
- San Clemente, CA (Camp Pendleton)
- San Clemente Island, CA
- Pearl Harbor, HI
- Guam
- El Centro, CA

All approved travel exceeding a 50 mile radius will be reimbursed in accordance with the JTR.

8.2 The Contractor shall provide transportation from EODTEU ONE to all training areas for their employees.

9.0 DELIVERABLES/DELIVERABLE SCHEDULE

In fulfillment of this effort, the Contractor shall provide the following deliverables. All deliverables shall be submitted to the COTR, unless otherwise agreed upon, in an accurate and timely manner.

9.1 Monthly Status Report.

The Contractor shall document the efforts performed in the completion of each task in a detailed Monthly Status Report, due on or before the 15<sup>th</sup> of each month. The report format may be at the Contractor's discretion, but the report may be modified at the COTR's request. At a minimum, the monthly status report shall include:

- Progress for the Period: The Contractor shall provide a summary of work, and activities, accomplished during the reporting period.
- Activities Planned: The contractor shall provide a brief summary of planned activities to occur in the next reporting period.
- Problems Encountered: The Contractor shall provide a brief summary of any problems, issues or delays identified/encountered and recommendations as to their resolution, or any corrective action that was taken to correct identified problems.
- Curriculum Revisions: The Contractor shall provide recommended changes to the training curriculum, a brief explanation as to why revisions are recommended, and the impact of such revisions. Travel Report: The Contractor shall provide a brief summary addressing all travel occurred during the reporting period, the outcome of said travel and the costs incurred. If more than one travel event occurred during the reporting period, the report shall address each event separately.

9.2 Final Report.

The Contractor shall provide a final report, to the COTR, within 2 calendar weeks from the conclusion of this contract period. The report shall summarize all monthly reports addressing: objectives achieved, significant issues, problems and recommendations to improve the process in the future.

9.3 Deliverable Table.

Reference	Milestone/Deliverable	Responsibility	Date
		Government/Contractor	Contract Award (CA)+ 1 month

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5.4	Orientation Briefing Schedule		
10.1	Monthly Status Report	Contractor	15th of each month
10.2	Final Report	Contractor	Within 2 weeks of contract period expiration

#### 10.1 Inspection and Acceptance Criteria.

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COTR, and in accordance with the Quality Assurance Surveillance Plan (QASP).

#### 10.0 QUALITY ASSURANCE

The COTR will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COTR will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by COTR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

##### 11.0 ACCESS TO DoD IT SYSTEMS

In accordance with SECNAV M-5510.30, contract employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions that require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contract employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contract employees requiring privileged or IT-I level access, when specified by the terms of the contract, require an SSBI, which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, an SSBI suitable for high-risk public trust positions is required. Individuals who have access to system control, monitoring or administration functions; e.g., system administrator or database administrator, require training and certification to Information Assurance Technical Level 1 and must be trained and certified on the operating system or computing environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of contract employees, such employees shall in-process with the Command Security Manager and Information Assurance Manager upon arrival and shall out-process prior to their departure at the completion of the employee's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The decision to authorize access to a government IT system/network is inherently governmental. The contract supervisor is not authorized to sign a SAAR-N; therefore, a Government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor."

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## **SECTION D PACKAGING AND MARKING**

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



## SECTION E INSPECTION AND ACCEPTANCE

### QASP

To ensure that the Government has an effective and systematic method of surveillance for the services in the PWS, a QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

### 12.1 Performance Standards

a. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).

b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.

c. Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

**12.2 Surveillance Methods:** The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic inspection, and validated customer complaints.

Performance Measurement: Performance will be measured in accordance with the following table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contractor Quality	Activities, facilities, deliveries as required by the PWS	Inspection by the COR	Upon completion of activities; as required for corrective action	>95% compliance
Contractor Response	Activities, facilities,	Inspection by the COR	As required for Corrective	100% compliance

	deliveries as required by the PWS		Action	
Quality Control	Satisfactory Course Evaluations	Inspection by the COR	Upon event completion	>95% of evaluations rate course as "Satisfactory".
Invoicing	Invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice by the COR	Upon completion of each event	100% accuracy
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables performed/submitted timely
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Regulatory Compliance	Report labor hours pursuant to ECRMA; comply with FAR Clause 52.222-50 (human Trafficking)	COR observation, documented performance	Annual	100% compliance

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

The COR makes an annual report on Contractor Performance via CPARS or other annual report that may be required. The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in

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the COR's annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

## SECTION F DELIVERABLES OR PERFORMANCE

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

8001	9/25/2018 - 9/24/2019
9001	9/1/2018 - 8/30/2019

### CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided at:

**NAME:** **Explosive Ordnance Disposal Technical and Evaluation ONE (EODTEU ONE)**

**ADDRESS:** 33000 Nixie Way, Bldg 50 Suite 245

San Diego, Ca 92147-5109

**POC:** **Steve Joyce**

**PHONE:** **(619) 524-5119**

**EMAIL:** **Steve.joyce@navy.mil**

The Period of Performance is established as:

Base Year	27 Sept 2018 – 26 Sept 2019
Option Year 1	27 Sept 2019 – 26 Sept 2020
52.217-8 Option (6 months)	27 Sept 2020 – 26 March 2021

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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES**

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, or data;
  - b. Freedom of Information inquiries;
  - c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
  - d. Arranging the post award conference (See FAR 42.503).

#### **NAVSUP Fleet Logistics Center Norfolk**

**Jill Joscelyn, Code 230**

**1968 Gilbert Street, Suite 600**

**Norfolk, VA 23511-3392**

**757-443-1219**

**[jill.joscelyn@navy.mil](mailto:jill.joscelyn@navy.mil)**

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

#### **NAVSUP Fleet Logistics Center Norfolk**

**1968 Gilbert Street, Suite 600**

**Norfolk, VA 23511-3392**

**757-443-1419**

3. DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) is responsible for contract administration functions delegated by the PCO.

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Name: ---N/A-----

Address: -----  
-----  
-----

Phone: -----

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: DFAS CLEVELAND

NORFOLK ACCOUNTS PAYABLE

Address:1240 E 9TH STREET

CLEVELAND OH 44199-8022

Phone: -----

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT

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THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

Contracting Officer Representative  
Steven Joyce, N4  
33000 Nixie Way Suite 245  
San Diego, CA 92147  
steven.joyce@navy.mil  
619-524-5119

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: -----N/A-----

Address: -----  
-----  
-----

Phone: -----

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: -----N/A-----

Address: -----  
-----

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-----  
Phone: -----

(End of text)

## CONTRACT ADMINISTRATION PLAN (CAP)

### FOR FIXED PRICE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:
  - a. All pre-award duties such as solicitation, negotiation and award of contracts.
  - b. Any information or questions during the pre-award stage of the procurement.
  - c. Freedom of Information inquiries.
  - d. Changes in contract terms and/or conditions.
  - e. Post award conference.
  
2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
  
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
  
4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the



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contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at

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least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

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(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the COR.

b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

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c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.

d. Identify contract noncompliance with reporting requirements to the COR.

e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.

g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

Accounting Data

SLINID	PR Number	Amount
8001	R5704618RCE1001	██████████
LLA :		
AA 1781804 70CC 251 57046 C 068688 2D CE1001 57046837MQXQ		
Standard Number: R5704618RCE1001		
9001	R5704618RCE1001	██████████
LLA :		
AA 1781804 70CC 251 57046 C 068688 2D CE1001 57046837MQXQ		
Standard Number: R5704618RCE1001		

BASE Funding ██████████  
Cumulative Funding ██████████

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

**COMBO**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

---

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC

**HQ0339**

Issue By DoDAAC

**N00189**

Admin DoDAAC

**N00189**

Inspect By DoDAAC

Ship To Code

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Ship From Code

Mark For Code

Service Approver (DoDAAC)

**R57046**

Service Acceptor (DoDAAC)

**R57046**

Accept at Other DoDAAC

LPO DoDAAC

**R57046**

DCAA Auditor DoDAAC

Other DoDAAC(s)

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

[steve.joyce@navy.mil](mailto:steve.joyce@navy.mil)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**Steve.joyce@navy.mil**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**ORGANIZATIONAL CONFLICT OF INT NOTICE OF INCLUSION OF AN ORGANIZATIONAL CONFLICT OF INTEREST** The Contracting Officer has determined that there is a substantial likelihood that organizational conflicts of interest (OCI) could arise during the performance of this contract. Offerors are invited to examine 10 U.S.C. § 2399, Federal Acquisition Regulation (FAR) Subpart Part 9.5, as well as, the contract clause entitled **ORGANIZATIONAL CONFLICTS OF INTEREST** addressed in the solicitation.

By the very nature of the tasks assigned under the anticipated contract, the contractor(s) could gain non-public information about forthcoming Navy IT requirements that might result in an unfair competitive advantage in future procurements. The field of potential contractors which are capable of performing this task are sometimes the same vendors that support and provide the supplies and services under the approved requests. Accordingly, it is foreseeable that organizational conflicts of interest could arise in some instances due to performance under this contract and warrant the existence of conflicting roles that might bias a contractor's judgment and create an unfair competitive advantage.

Pursuant to FAR 9.507-1(d), the terms of the OCI clause and the application of 10 U.S.C. § 2399 and FAR 9.5 are not subject to negotiation. The contractor shall disclose to the Government information concerning all conflicts of interest and explain how it intends to avoid, neutralize, or mitigate any possible conflicts of interests.

Notwithstanding this, nothing herein will prevent the Contracting Officer from reviewing an offeror's proposed OCI plan to determine whether such complies, or can be conformed to, the requirements of law and regulation.

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ORGANIZATIONAL CONFLICTS OF INTEREST (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined

in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered under this contract. (2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable: (1) "System" includes system, major component, subassembly or subsystem, project, or item. (2) "Nondevelopmental items" as defined in FAR 2.101. (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b). (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b). (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant services" as defined in FAR 31.205-33(a). (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm. (8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract. (9) "Interest" means organizational or financial interest. (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions. (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 30 days after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items

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to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract

supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that is established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 30 days after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in



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designing or developing. (FAR 9.505-4(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so

directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, the products or services of another firm for which the contractor performs similar work, or the products or services of a competitor. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information: (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved; (2) a description of the work to be performed; (3) the dollar amount; (4) the period of performance; and (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

#### ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

The prime contractor shall complete this representation and submit it with their task order proposal. I represent, as part of this offer, to the best of my knowledge and belief that:

(a) The award of the task order for technical, analytical, administrative and material support services for the CVN-78 Platform Initial Operational Test and Evaluation (IOT&E) under Solicitation N00024-15-R-3542 \_\_\_\_\_ (hereinafter "Contractor")

[PRIME CONTRACTOR]

does /\_\_\_/ does not /\_\_\_/

involve "Organizational Conflicts of Interests" - meaning situations or relationships of the type described in 10 U.S.C. § 2399, FAR Subpart 9.5 and defined at FAR Subpart 2.101 – with respect to Contractor, (including any of its parent organizations or corporations, all subsidiaries, divisions, affiliates, and directorates) and with respect to any subcontractor that will perform the services under this task order.

(b) The supplies, services, and other performance to be rendered by Contractor and any subcontractor under this task order

are /\_\_\_/ are not /\_\_\_/

subject to terms, conditions and restrictions imposed by other current and/or prior federal contracts now being performed or performed arising from Organizational Conflicts of Interests. Identify the subcontractors, if any, providing services under this task order. If none, so state.

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\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If organizational conflicts of interest or conditions and restrictions exist, I understand that the contracting officer has the discretion to take any of the following actions:

- (1) Disqualify and exclude the offeror from consideration for the subject task order;
- (2) Impose appropriate conditions and restrictions which avoid, neutralize or mitigate such conflicts; or
- (3) Determine that it is otherwise in the best interests of the United States to seek award of the contract underapplicable waiver procedures. Offerors should note that COMOPTEVFOR and FISC Norfolk have never sought an organizational conflict of interest waiver. The refusal or failure of the prime contractor to provide this representation shall result in the disqualification of the offeror for award of the task order.

This representation will be incorporated by reference into and made a part of the awarded task order.

I understand that this representation constitutes a material representation.

I am authorized to make this representation on behalf of \_\_\_\_\_.

[NAME OF CONTRACTOR]

By, \_\_\_\_\_/signed name

\_\_\_\_\_/printed name

\_\_\_\_\_/title

\_\_\_\_\_  
 [NAME OF CONTRACTOR]

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.217-5 EVALUATION OF OPTIONS

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET ASIDE

52-219-13 NOTICE OF SET-ASIDE OF ORDERS

52.219-14 LIMITATIONS ON SUBCONTRACTING

52.222-17 NON-DISPLACEMENT OF QUALIFIED WORKERS

52.222-41 SERVICE CONTRACT ACT OF 1965

52.222-43 FAIR LABOR STANDARDS ACT-PRICE ADJUSTMENT

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 52.222-99 (DEV) ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION)

52.232-18 AVAILABILITY OF FUNDS 52.233-1 ALT I DISPUTES

52.236-13 ALT I ACCIDENT PREVENTION

52.245- 1ALT I GOVERNMENT PROPERTY ALTERNATE I

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION

252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION

### CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **1 day prior to contract expiration.**

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **1 day prior to contract expiration** ; provided that the Government gives the Contractor a preliminary written notice of its intent to

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extend at least **5 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 **66 months**.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the

provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

EOD MCM/VSW GS12, Step 5
EOD SURFACE IED, GS12, Step 5
EOD FTX TRAINERS, GS 12, Step 5
CHEMIST, GS14, Step 7
HUMAN SYSTEMS INTEGRATION, GS 13, Step 5

Secondary EOD instructors GS12 Step 5

(End of clause)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010) (FEB 2015) (A) THE CONTRACTOR SHALL NOT REQUIRE EMPLOYEES OR SUBCONTRACTORS SEEKING TO REPORT FRAUD, WASTE, OR ABUSE TO SIGN OR COMPLY WITH INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS PROHIBITING OR OTHERWISE RESTRICTING SUCH EMPLOYEES OR CONTRACTORS FROM LAWFULLY REPORTING SUCH WASTE, FRAUD, OR ABUSE TO A DESIGNATED INVESTIGATIVE OR LAW ENFORCEMENT REPRESENTATIVE OF A FEDERAL DEPARTMENT OR AGENCY AUTHORIZED TO RECEIVE SUCH INFORMATION. (B) THE CONTRACTOR SHALL NOTIFY EMPLOYEES THAT THE PROHIBITIONS AND RESTRICTIONS OF ANY INTERNAL CONFIDENTIALITY AGREEMENTS COVERED BY THIS CLAUSE ARE NO LONGER IN EFFECT. (C) THE PROHIBITION IN PARAGRAPH (A) OF THIS CLAUSE DOES NOT CONTRAVENE REQUIREMENTS APPLICABLE TO STANDARD FORM 312, FORM 4414, OR ANY OTHER FORM ISSUED BY A FEDERAL DEPARTMENT OR AGENCY GOVERNING THE NONDISCLOSURE OF CLASSIFIED INFORMATION. (D) (1) IN ACCORDANCE WITH SECTION 743 OF DIVISION E, TITLE VIII, OF THE CONSOLIDATED AND FURTHER CONTINUING RESOLUTION APPROPRIATIONS ACT, 2015, (PUB. L. 113-235), USE OF FUNDS APPROPRIATED (OR OTHERWISE MADE AVAILABLE) UNDER THAT OR ANY OTHER ACT MAY BE PROHIBITED, IF THE GOVERNMENT DETERMINES THAT THE CONTRACTOR IS NOT IN COMPLIANCE WITH THE PROVISIONS OF THIS CLAUSE. (2) THE GOVERNMENT MAY SEEK ANY AVAILABLE REMEDIES IN THE EVENT THE CONTRACTOR FAILS TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT AS A RESULT OF GOVERNMENT ACTION UNDER THIS CLAUSE.

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(END OF CLAUSE)

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992) (A) EXCEPT AS SPECIFIED IN PARAGRAPH (B) BELOW, NO ORDER, STATEMENT, OR CONDUCT OF GOVERNMENT PERSONNEL WHO VISIT THE CONTRACTOR'S FACILITIES OR IN ANY OTHER MANNER COMMUNICATE WITH CONTRACTOR PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT SHALL CONSTITUTE A CHANGE UNDER THE "CHANGES" CLAUSE OF THIS CONTRACT. (B) THE CONTRACTOR SHALL NOT COMPLY WITH ANY ORDER, DIRECTION OR REQUEST OF GOVERNMENT PERSONNEL UNLESS IT IS ISSUED IN WRITING AND SIGNED BY THE CONTRACTING OFFICER, OR IS PURSUANT TO SPECIFIC AUTHORITY OTHERWISE INCLUDED AS A PART OF THIS CONTRACT. (C) THE CONTRACTING OFFICER IS THE ONLY PERSON AUTHORIZED TO APPROVE CHANGES IN ANY OF THE REQUIREMENTS OF THIS CONTRACT AND NOTWITHSTANDING PROVISIONS CONTAINED ELSEWHERE IN THIS CONTRACT, THE SAID AUTHORITY REMAINS SOLELY WITH THE CONTRACTING OFFICER. IN THE EVENT THE CONTRACTOR EFFECTS ANY CHANGE AT THE DIRECTION OF ANY PERSON OTHER THAN THE CONTRACTING OFFICER, THE CHANGE WILL BE CONSIDERED TO HAVE BEEN MADE WITHOUT AUTHORITY AND NO ADJUSTMENT WILL BE MADE IN THE CONTRACT PRICE TO COVER ANY INCREASE IN CHARGES INCURRED AS A RESULT THEREOF. THE ADDRESS AND TELEPHONE NUMBER OF THE CONTRACTING OFFICER IS:

NAME: Fleet Logistics Center, Norfolk Warranted Contracting Officer

ADDRESS: NAVSUP FLEET LOGISTICS CENTER (FLC) NORFOLK CONTRACTING DEPARTMENT, CODE 230 1968 GILBERT STREET, SUITE 600 NORFOLK, VA 23511-3392

(END OF CLAUSE)

## **DATA RIGHTS**

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a

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Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d).

The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order.

For each background invention, the list shall identify:

- (a) patent or pending patent application number;
- (b) title of the patent or pending patent application;
- (c) issue date of the patent, or filing date of the pending patent application;
- (d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
- (e) the nature of the Contractor's right, title or interest in the background invention;
- (f) if the Government or any third part has any right, title or interest in the background invention; and
- (g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into

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the affected task order by modification.

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

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

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

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

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

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

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

**(End of Text)**

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## SECTION J LIST OF ATTACHMENTS