

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES	
	J	1	2

2. AMENDMENT/MODIFICATION NO. 19	3. EFFECTIVE DATE 27-Feb-2015	4. REQUISITION/PURCHASE REQ. NO. M2040915RCEJ0050003	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY RCO Quantico 3250 Catlin Ave Quantico VA 22134-5001 joy.hughes@usmc.mil 703-432-1669	CODE M00264	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3702	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-MUT1
	10B. DATED (SEE ITEM 13) 01-Nov-2010
CAGE CODE 6XWA8	FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a) Bilateral and 52.217-9 Extend Term of Contract

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Janet G. Gilbert, Contract Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christa R Eggleston-Scott, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Janet G. Gilbert (Signature of person authorized to sign)	15C. DATE SIGNED 27-Feb-2015	16B. UNITED STATES OF AMERICA BY /s/Christa R Eggleston-Scott (Signature of Contracting Officer)	16C. DATE SIGNED 27-Feb-2015

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

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## GENERAL INFORMATION

The purpose of this modification is as follows:

- 1) Add SLIN 8004AB with Period of Performance end date of April 30, 2015 and
- 2) To provide funding for 8004AB.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$4,328,988.03 by \$171,596.00 to \$4,500,584.03.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8004AB	O&MN,N	0.00	171,596.00	171,596.00

The total value of the order is hereby increased from \$4,328,988.03 by \$171,596.00 to \$4,500,584.03.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8004AB	0.00	171,596.00	171,596.00

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

CLIN/SLIN	From	To
8004AB		3/1/2015 - 4/30/2015

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000		Labor, JCDE Program Management and General Consulting Support; For the period of 1 November 2010 through 31 October 2011;				\$929,112.00
5000AA	R499	Labor; (O&MN,N)	█	█	█	█
5001		Labor, JCDE Program Management and General Consulting Support; For the period of 1 November 2011 through 31 October 2012;				\$953,232.00
5001AA	R499	Labor; To be billed at the Labor Rate of \$_____ (O&MN,N)	█	█	█	█
5002		Labor, JCDE Program Management and General Consulting Support; For the period of 1 November 2012 through 31 October 2013;				\$978,036.00
5002AA	R499	Labor; To be billed at the Labor Rate of \$_____ (O&MN,N)	█	█	█	█
5003		Labor, JCDE Program Management and General Consulting Support; For the period of 1 November 2013 through 31 October 2014;				\$1,003,464.00
5003AA	R499	Labor; To be billed at the Labor Rate of \$_____ (O&MN,N)	█	█	█	\$1,003,464.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000		Other Direct Costs (ODCs) and Travel in Accordance with the Joint Travel Regulation for the period of 1 November 2010 through 31 October 2011;			\$17,600.00
6000AA	R499	Other Direct Costs (ODCs) (O&MN,N)	1.0	LO	\$0.00
6000AB	R499	Travel; (O&MN,N)	1.0	LO	\$17,600.00
6001		Other Direct Costs (ODCs) and Travel in Accordance with the Joint Travel Regulation for the period of 1 November 2011 through 31 October 2012;			\$25,852.03
6001AA	R499	Other Direct Costs (ODCs); (O&MN,N)	1.0	LO	\$0.00
6001AB	R499	Travel; (O&MN,N)	1.0	LO	\$25,852.03
6002		Other Direct Costs (ODCs) and Travel in Accordance with the Joint Travel Regulation for the period of 1 November 2012 through 31 October 2013;			\$38,000.00
6002AA	R499	Other Direct Costs (ODCs); (O&MN,N)	1.0	LO	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6002AB	R499	Travel; (O&MN,N)	1.0	LO	\$38,000.00
6003		Other Direct Costs (ODCs) and Travel in Accordance with the Joint Travel Regulation for the period of 1 November 2013 through 31 October 2014;			\$38,000.00
6003AA	R499	Other Direct Costs (ODCs); (O&MN,N)	1.0	LO	\$23,000.00
6003AB	R499	Travel; (O&MN,N)	1.0	LO	\$15,000.00

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8004		Labor, JCDE Program Management and General Consulting Support; For the period of 1 November 2014 through 28 February 2015;				\$514,788.00
8004AA	R499	Labor; To be billed at the Labor Rate of \$_____ (O&MN,N)	■	■	■	■
8004AB	R499	Services IAW with PWS for the Period of Performance from March 1, 2015-April 30, 2015. (O&MN,N)	■	■	■	■

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9004		Other Direct Costs (ODCs) and Travel in Accordance with the Joint Travel Regulation for the period of 1 November 2014 through 28 February 2015;			\$25,500.00
9004AA	R499	Other Direct Costs (ODCs); (O&MN,N) Option	1.0	LO	\$23,000.00
9004AB	R499	Travel; (O&MN,N)	1.0	LO	\$2,500.00

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Performance Work Statement

for

### Joint Concept Development and Experimentation (JCDE) Division, Marine Corps Warfighting Laboratory Program Management and General Consulting Support Services

**C-1. SCOPE.** THE JOINT CONCEPT DEVELOPMENT AND EXPERIMENTATION (JCDE) DIVISION, MARINE CORPS WARFIGHTING LABORATORY (MCWL), MARINE CORPS COMBAT DEVELOPMENT COMMAND (MCCDC), QUANTICO, VA HAS A REQUIREMENT FOR MANAGEMENT AND GENERAL CONSULTING SUPPORT SERVICES TO ASSIST THE JCDE DIVISION IN THEIR MISSION TO SHAPE AND POSITIVELY INFLUENCE USJFCOM SPONSORED JCDE AND JOINT CAPABILITY DEVELOPMENT PROGRAMS AND INITIATIVES.

#### C-2. BACKGROUND.

C-2.1. Joint Concept Development and Experimentation (JCDE) Division is one of eight divisions aligned under the Marine Corps Warfighting Laboratory (MCWL), Marine Corps Combat Development Command (MCCDC), Quantico, VA. Other than JCDE Division, which is situated in Suffolk, Virginia, all other MCWL divisions are located in Quantico, Virginia. The division's main office and is co-located with the Joint Concept Development and Experimentation Directorate (J9) facility, United States Joint Forces Command (USJFCOM), Suffolk, VA.

C-2.2. The division's mission is to: (1) Coordinate Marine Corps support to, and participation in, USJFCOM-sponsored JCDE and joint capability development initiatives, (2) Shape these activities to leverage Marine Corps contributions to the future joint operational environment, and (3) As directed, coordinate MCCDC support to other Service combat development activities within the Tidewater area.

C-2.3. USJFCOM plans, executes, and assesses JCDE and joint capability development projects in support of the following joint capability areas (JCAs): force support, battle-space awareness, force application, logistics, command and control, net-centric, protection, building partnerships, corporate management and support. JCDE Division routinely supports and participates in activities across most of these JCAs. USJFCOM-sponsored JCDE and joint capability development initiatives influence the development of future joint doctrine, organizations, training, materiel, leadership and education, personnel, and facilities (DOTMLPF).

C-2.4. As required, JCDE Division, MCWL is called upon to support other Service capability development activities in the Tidewater (Norfolk, Hampton, Chesapeake, Virginia Beach, and Suffolk) area. As in the case of its support to USJFCOM, JCDE Division is expected to coordinate Marine Corps support to and participation in these other Service capability development initiatives, leveraging the products of the Marine Corps Expeditionary Force Development System (EFDS), JCDE, and joint capability development processes as necessary.

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**C-3. OBJECTIVE.** The overall objective of this requirement is to obtain high-quality, day-to-day program management and general consulting services to assist the Director, JCDE Division, MCWL, in his mission to shape and positively influence USJFCOM-sponsored JCDE and joint capability development programs and initiatives.

**C-4. GENERAL REQUIREMENTS.**

C-4.1. The Contractor shall provide JCDE Division, MCWL with comprehensive capabilities to support mission accomplishment. Collectively, the Contractor will perform support services across four (4) broad task areas: JCDE Enterprise Management Support, Joint Concept Development Support, Joint Experimentation Support, and Joint C2 Capability Portfolio Management (C2 CPM) support. Appendix 1 lists these four (4) main tasks and their corresponding sub-tasks.

C-4.2. Personnel and Training. The Contractor shall be responsible for employment, training, guidance, and supervision of qualified personnel performing under this task order. The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel possessing an appropriate combination of education, training, and experience to successfully accomplish this task order. No waivers will be proposed or considered. Noncompliance with labor qualifications will result in termination of the task order. The Contractor shall not bill the government as a direct charge for employee time spent in training, or for the training itself.

C-4.2.1. All Senior Research Analysts performing under this task order are considered key personnel.

C-4.2.2. The Contractor team must have the capability to draw upon education, knowledge, experience, and/or demonstrated skills in the following areas:

National Security Policy and Directives

- Joint Strategic Planning System (JSPS)
- Joint Capability Development and Integration System (JCIDS)
- Joint Concept Development and Experimentation (JCDE)
- Joint Command and Control Capability Portfolio Management (C2CPM)
- Joint Operating Concepts
- Marine Corps Expeditionary Force Development System (EFDS)
- Joint and Marine-Air-Ground Task Force (MAGTF) Operations
- Marine Corps Mission, Structure, and Vision & Strategy
- Naval and Marine Corps Warfighting Concepts

C-4.3. Contract Administration. The Contractor shall establish processes and assign appropriate resources to effectively administer the task order. This shall include management of the task order, personnel actions, subcontractor management, finance, and Government interface with JCDE and RCO staff. At all times, the prime Contractor shall be responsible for the actions of their teaming partners and subcontractors. The Government will not consider the roles of contract support staff as direct charge elements of performance.

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C-4.4. Government Responsibilities and Interface. The Contractor shall establish and maintain the necessary interfaces with government staff required to execute their program strategy. The JCDE program will assign an designated COR who will have cognizance over all tasks and execute responsibilities for technical oversight of performance, deliverables acceptance, invoiced certification, and coordination of follow-on work efforts. The RCO PCO will interface with the Prime Contractor representatives for payment and administration.

## **C-5. SPECIFIC REQUIREMENTS**

C-5.1. The Contractor is responsible for providing qualified subject matter experts, support and management staff to execute the provisions of this task order. The Contractor shall task-organize his team to provide support in nine (9) capability categories as listed below:

- 1) Joint Command and Control Capability Portfolio Management Capability
- 2) JCDE Enterprise Management Capability
- 3) Joint Modeling and Simulation (M&S) Capability
- 4) Joint Logistics Capability
- 5) Joint Force Protection Capability
- 6) Joint Battlespace Awareness Capability
- 7) Joint Force Application Capability
- 8) Building Partnerships Capability
- 9) Joint Command and Control/Net-centric Capability

C-5.2. Prospective contractor team members may perform services in one or more capability categories. Individuals providing support in a particular capability category will perform a unique set of tasks. Appendix 2 identifies specific tasks (drawn from the list of tasks contained in Appendix 1) to be performed for each capability category.

C-5.3. PERFORMANCE MANAGEMENT. THE CONTRACTOR SHALL PROVIDE THE NECESSARY RESOURCES AND INFRASTRUCTURE TO MANAGE AND ADMINISTER THE TASK ORDER. THE SELECTION OF TEAMING PARTNERS, SUBCONTRACTORS, FACILITIES, AND OTHER BUSINESS CONSIDERATIONS IS DISCRETIONARY ON THE PART OF THE CONTRACTOR, SO LONG AS THEY CONFORM TO THE LABOR CATEGORIES, PRICING, AND PERFORMANCE TERMS AND CONDITIONS THAT BIND THE PRIME. THE CONTRACTOR SHALL ESTABLISH PROCESSES AND ASSIGN APPROPRIATE MANAGEMENT AND SUPPORT RESOURCES TO ADMINISTER THE RESULTING TASK ORDER AND TO INTERFACE WITH THE GOVERNMENT'S CONTRACTING OFFICERS REPRESENTATIVE (COR). THIS SHALL INCLUDE MANAGEMENT OF THE TASK ORDER, STAFFING ACTIONS, SUBCONTRACTOR MANAGEMENT, FINANCE, AND GOVERNMENT INTERFACE WITH MCWL AND RCO STAFF. AT ALL TIMES, THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACTIONS OF THEIR TEAMING PARTNERS AND SUBCONTRACTORS. THE GOVERNMENT WILL NOT CONSIDER THE ROLES OF CONTRACT SUPPORT STAFF AS DIRECT CHARGE ELEMENTS OF PERFORMANCE.

C-5.4. Technical Performance Quality. The Contractor shall be responsible for establishing a

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staff complement capable of handling the responsibilities of task order execution and coordination of team resources. Task leads may be appointed from any team member, however, technical cognizance over performance remains with the prime Contractor at all times. The prime Contractor is responsible for all assigned resources, performance quality (e.g., QASP compliance), and deliverables associated with each task order.

C-5.5. Qualifications. The Contractor shall be responsible for staffing, competency training, guidance, and supervision of qualified personnel performing under the resulting task order. The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel possessing an appropriate combination of education, training, and experience required to respond to the PWS criteria. No waivers will be proposed or considered. Staff initially assigned shall provide the benchmark for replacement staff qualifications and no dilution of such qualifications, or reduction in performance shall be incurred by the government as a result of staff reassignment/departure. The Contractor shall not bill the Government as a direct charge for employee time spent in training, or for the training itself.

C-5.5.1. Skills. Contractor personnel must possess the skills, experience, and acumen demonstrated by successful tours served, preferably with the Marine Corps, on a military high-level Service, regional combatant commander, Joint Task Force, or coalition headquarters staff. Contractor personnel must be capable of working independently, demonstrate working knowledge, and possess relevant and recent (within three years) experience that demonstrates the ability to provide quality service and support in the task areas specified in the SOW. The contractor shall submit resumes that document the skill areas listed above.

C-5.5.2. Functional Skills. Contractor personnel must be familiar with Marine Corps policies and demonstrate a working knowledge relating to the task areas. Contractor personnel must have recent (within three years) experience with the United States military Services, preferably with the Marine Corps. To serve as an effective liaison and subject matter expert, a minimum of 2 years of task area experience and over fifteen years of active duty experience is required.

## **C-6. PLACE AND PERIOD OF PERFORMANCE.**

C-6.1. Place of Performance. The work shall take place primarily in USJFCOM facilities located in Suffolk or Norfolk, Virginia. The majority of the services shall be performed during the normal workings hours of 0730-1700, Monday through Friday with eight (8) hour workdays the expected norm. Flexible schedules for each individual may be accommodated, but must be authorized by the COR. Some personnel may be required to work outside the schedule noted above depending upon the needs of the government. These occasions will be infrequent – the contractor and the COR will mutually agree upon any/all deviations to the schedule.

C-6.2. At the direction of the COR, participation in conferences, wargames, experiments, and seminars at locations other than at USJFCOM facilities may be occasionally required – these events will usually take place either in the Tidewater or greater Washington, D.C. areas. The contractor is not required to provide off-site facility services to JCDE Division, MCWL.

C-6.3. Period of Performance. The period of performance for this contract is from date of award for a base period of one (1) year and four (4), one (1) year option periods.



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**C-7. Management Performance.** The Contractor shall support all facets of technical performance with a sound management structure that ensures cost-effective support to JCDE Division in the execution of their mission. Throughout contract performance the Contractor is responsible for ensuring that assigned staff are executing responsibilities in consonance with their proposal response and associated quality standards. The Contractor’s Program Manager is the principal responsible for all facets of performance, including personnel staffing, quality process adherence, selection and assignment of roles supporting JCDE Division, MCWL. This is inclusive of Contractor-Government coordination (e.g., management and technical), appropriate performance reviews, progress/performance briefings, and interface with JCDE Division, MCWL to accomplish task planning and staffing. The Program Manager is the direct counterpart of JCDE Division’s Contracting Officer’s Representative (COR).

**C-8. Quality Assurance and Performance, Contract Performance Review**

C-8.1 Quality Assurance and Performance. A Quality Assurance Surveillance Program (QASP) will establish the requirements for acceptance of work, performance quality, and associated deliverables. The COR is responsible for establishing the provisions of the QASP. The QASP shall incorporate the contractor’s proposed quality control processes with the government’s terms and conditions for acceptance of products and services. Additionally, the contractor shall develop and include a set of functional metrics at both the Division and contract level that shall serve as a means for performance benchmarking. Such metrics will be employed by the COR as a means for gauging overall effectiveness and correcting any problems associated with performance. Overall quality ratings will be provided to the contractor quarterly for task order level performance. The contractor shall provide their Quality Plan to the COR within thirty (30) days after task order award for review and comment.

C-8.2. Contract Performance Review. The contractor, in conjunction with guidance provided by the COR, shall schedule and conduct a quarterly (based upon fiscal year) Program Review within fifteen (15) calendar days of the final day of the month for the period of performance (e.g., October - December – before Jan 16<sup>th</sup>). The location for this review shall be at the discretion of the Government. The agenda for the review shall be developed between the Contractor’s Program Manager and the COR. The agenda items shall include the elements of the monthly Progress Report, performance metrics, as well as any additional items deemed important by the parties. The government reserves the right to change the timing (e.g., semi-annually vice quarterly), content and format, as required.

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## **SECTION D PACKAGING AND MARKING**

D-1. All Deliverables shall be packaged and marked IAW best commercial practices. All classified materials will be appropriately annotated in accordance with DoD 5200.1-PH. Unclassified materials shall comply with appropriate security guidance and industry best practices. At all times, all products delivered under this contact shall be subject to configuration tracking and oversight control in accordance with the Contractor's best commercial practices.

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## SECTION E INSPECTION AND ACCEPTANCE

### QUALITY ASSURANCE SURVEILLANCE PLAN

**E-1. Objective.** This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the JCDE Division support services tasks. This document will be used by the Government to assess the effectiveness of the Contractor's quality with respect to the analytical, management and consultant services provided. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing these services satisfactorily and relates directly to the performance objectives delineated in the PWS.

**E-2. Government Surveillance.** The JCDE Division Task Order Manager (TOM)/Contracting Officer Representative (COR) will serve as the technical authority for this task, and her/his authority will be limited to administering specific technical aspects of the task order. The TOM/COR will not provide direction that is outside the scope of responsibilities delineated under this task order and will defer any conditional interpretations to the Contracting Officer. The TOM/COR will:

- Maintain a detailed knowledge of the technical requirements of the contract;
- € Document Contractor performance in accordance with the QASP and the approved Contractor's Quality Plan (QP);
- € Identify and immediately forward notifications of deficient, or non-compliant performance to the Contracting Officer;
- € Approve priorities of support, resources, and associated schedules.

**E-3. Surveillance Methods.** Surveillance of Contractor performance is the method used by the Government to determine whether the Contractor is effectively and efficiently complying with all terms and conditions of the task order. In addition to inspection techniques noted below, the functional expertise of the TOM/COR plays a critical role in adequately evaluating Contractor performance. The below listed method of surveillance shall be used in the administration of this QASP, and the standards are delineated by performance characteristic in the Performance Requirements Survey (PRS) table in Paragraph E-5 of this QASP.

Inspections: Qualitative inspections can be accomplished through one of the following techniques:

- **Random or Stratified Sampling:** With random sampling, services are sampled to determine if the level of performance is acceptable. Random sampling works best when the

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number of instances of the services being performed is very large and a statistically valid sample can be obtained. Stratified sampling focuses on selected parts of total Contractor output for sampling. Computer programs may be available to assist in establishing sampling procedures.

· **Periodic Inspection, Judgmental Inspection or Planned Sampling:** This method, sometimes called "planned sampling," consists of the evaluation of tasks selected on other than a 100% or random basis.

**E-4. Performance Requirements.** The performance requirements set forth in this section correspond to the material content cited in the PWS and the evaluation factors at Section M. Corresponding ratings will be generated for each of the weighted performance areas and aggregated monthly. The TOM/COR will track and reconcile performance with the Contractor's Program Mgr. and the RCO Contracts staff. This information will also be included in CPARs reports and offered in response to past performance assistance requests:

Performance Characteristic / Wt.	RFP Relationship	Evaluation Rating[1]
<b>Quality of Work Performed: .50</b>	<u>Factor 1</u> – Technical Understanding and Solution	Excellent / Exceeds: >.95 Acceptable / Meets: .85 - .94 Unacceptable: <.85
<b>Responsiveness / Planning: .20</b>	<u>Factor 2</u> – Management and Quality Processes	Excellent / Exceeds: >.95 Acceptable / Meets: .85 - .94 Unacceptable: <.85
<b>Staffing: .15</b>	<u>Factor 1</u> - Technical Understanding and Solution <u>Factor 2</u> - Management and Quality Processes	Excellent / Exceeds: >.95 Acceptable / Meets: .85 - .94 Unacceptable: <.85
<b>Management &amp; Administration: .15</b>	<u>Factor 1</u> - Technical Understanding and Solution <u>Factor 2</u> - Management and Quality Processes	Excellent / Exceeds: >.95 Acceptable / Meets: .85 - .94 Unacceptable: <.85

**E-5.** The criteria that will be used to accomplish the evaluation ratings is derived from the RFP and from the elements of performance determined to be most influential to performance. The Contractor's Quality Plan (QP) should address each of the respective areas. Using the criteria from the Performance Requirements Survey (PRS) allows for measuring performance in the respective functional areas.

### **PERFORMANCE REQUIREMENTS SURVEY (PRS)**

Performance Characteristic	Target Standard	Measurement
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Performance Characteristic	Target Standard	Measurement
<p><b>Quality of Work Performed:</b> Work quality shall be evaluated in terms of accuracy, clarity, comprehensiveness.</p> <ul style="list-style-type: none"> <li>· <b>Accuracy:</b> Deliverables shall be accurate in presentation, technical content, and adhere to accepted elements of style.</li> <li>· <b>Clarity:</b> Work products shall be clear and concise.</li> <li>· <b>Comprehensiveness:</b> Work products reflect a degree of comprehensiveness that stems from thorough knowledge of JCDE and joint capability development processes.</li> </ul>	<p>&lt; 5% rejection rate of <u>all</u> formal deliverables submitted under the performance provisions of the contract; and</p> <p>&lt;10% rejection rate of draft and first time submissions.</p>	<ul style="list-style-type: none"> <li>- Reconciled bi-weekly by the Director and Deputy Director, JCDE Division</li> <li>- Reconciled quarterly by TOM/COR and tracked as a 3-mos. moving average.</li> </ul> <p><u>Consequence of Non-compliance</u></p> <ul style="list-style-type: none"> <li>- Not exercise Options</li> <li>- Negative CPARs entry</li> <li>- Contractor Consideration</li> </ul>
<ul style="list-style-type: none"> <li>· <b>Responsiveness:</b> Effective use of prime and sub-Contractor resources to meet recurring and discrete work requirements per stated deadlines.</li> </ul>	<p>&lt; 5% late submission rate for all deliverables.</p> <p><u>After Action Reports:</u> due within 4 business days after completion of the event.</p> <p><u>Point/Research Papers:</u> due within 2 days of assignment.</p> <p><u>Written Minutes:</u> due within 2 days after the meeting</p> <p><u>Monthly Report:</u> due NLT 10<sup>th</sup> day of the following month after the month of the subject report.</p>	<ul style="list-style-type: none"> <li>- Periodic assessment by the Director and Deputy Director, JCDE Division</li> <li>- Reconciled quarterly by TOM/COR and tracked as a 3-mos. moving average.</li> </ul> <p><u>Consequence of Non-compliance</u></p> <ul style="list-style-type: none"> <li>- Not exercise Options</li> <li>- Negative CPARs entry</li> <li>- Contractor Consideration</li> </ul>
<p><b>Staffing:</b> Includes selection of qualified staff to meet requirements:</p> <ul style="list-style-type: none"> <li>· Adequacy of skills, experience of staff to meet program requirements</li> <li>· Use of team members to ensure most qualified capabilities are applied; and</li> </ul>	<p>At least 80% of the Contractor staff remain in designated positions during the period of performance. New hires are put in place within 30 days after a vacancy is noted.</p>	<p>Assessment by the TOM/COR</p> <p>Reconciled monthly by TOM/COR and tracked as a 3-mos. moving average.</p> <p><u>Consequence of Non-compliance</u> – Extended periods of vacancy for staff, or consequential impacts to performance may warrant financial consideration / Negative CPARS entry / Termination</p>

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Performance Characteristic	Target Standard	Measurement
<p><b><u>Management and Administration:</u></b></p> <p>Includes the following measures of performance and compliance:</p> <ul style="list-style-type: none"> <li>· Quality of the Contractor's overall technical management strategy;</li> <li>· Ability to identify and preclude problems, or resolve issues; and</li> <li>· Effectiveness of their use corporate quality practices, resolution of invoice anomalies, WBS compliance, and effectiveness of their overall subcontract management.</li> </ul>	<p>Aggregation of subordinated areas assessed using progressively more objective criteria – ratings considered:</p> <p><u>Excellent</u> – Exceeded performance expectations and abated, or immediately mitigated known problems;</p> <p><u>Acceptable</u> – Met performance expectations and generally responded to problems in a satisfactory manner; and</p> <p><u>Marginal</u> – Areas of inconsistent performance, prolific problems remain unresolved, and two, or more performance areas are noted as substandard.</p>	<p>Assessment by the TOM/COR. Performance evaluation at TBD milestones;</p> <p>Reconciled monthly by TOM/COR and tracked as a 3-mos. moving average.</p> <p><u>Consequence of Non-compliance</u> – Irresponsible management with consequential impacts to performance may warrant financial consideration / Negative CPARS entry / Termination</p>

[1] Numerical values for the adjectival ratings are: >.95 – Excellent – Exceeds standard compliance; .85 - .94 standard compliance – Acceptable; and <.85 – unacceptable.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

5000AA	11/1/2010 - 10/31/2011
5001AA	11/1/2011 - 10/31/2012
5002AA	11/1/2012 - 10/31/2013
5003AA	11/1/2013 - 10/31/2014
6000AA	11/1/2010 - 10/31/2011
6000AB	11/1/2010 - 10/31/2011
6001AA	11/1/2011 - 10/31/2012
6001AB	11/1/2011 - 10/31/2012
6002AA	11/1/2012 - 10/31/2013
6002AB	11/1/2012 - 10/31/2013
6003AA	11/1/2013 - 10/31/2014
6003AB	11/1/2013 - 10/31/2014
8004AA	11/1/2014 - 2/28/2015
8004AB	3/1/2015 - 4/30/2015
9004AB	11/1/2014 - 2/28/2015

### CLIN - DELIVERIES OR PERFORMANCE

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

5000AA	11/1/2010 - 10/31/2011
5001AA	11/1/2011 - 10/31/2012
5002AA	11/1/2012 - 10/31/2013
5003AA	11/1/2013 - 10/31/2014
6000AA	11/1/2010 - 10/31/2011
6000AB	11/1/2010 - 10/31/2011
6001AA	11/1/2011 - 10/31/2012
6001AB	11/1/2011 - 10/31/2012
6002AA	11/1/2012 - 10/31/2013
6002AB	11/1/2012 - 10/31/2013
6003AA	11/1/2013 - 10/31/2014
6003AB	11/1/2013 - 10/31/2014
8004AA	11/1/2014 - 2/28/2015
8004AB	3/1/2015 - 4/30/2015
9004AB	11/1/2014 - 2/28/2015

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

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9004AA

11/1/2014 - 2/28/2015

**F-1. Deliverables.** Unless otherwise agreed to by the parties, the government will provide written acceptance, comments, and/or change requests, if any, within five (5) business days from receipt of any formal deliverable. If written acceptance, comments, and/or change requests are not provided within five (5) business days, the deliverable shall be deemed acceptable as written by the contractor. If the Government provides comments and/or change requests, the contractor shall have five (5) business days from receipt of the government correspondence to incorporate the comments and/or change requests and resubmit the deliverable. Formal quality control measures are expected to be executed for all formal deliverables under this contract. The table below specifies the deliverables to be submitted under this task order.

Deliverable	Content	Due Date
Point Papers and research papers	Summarize salient background, discussion, and recommendation material for use by Marine Corps and government personnel to generate input to JCDE and joint capability development deliberations, documents, reports, and process recommendations. At a minimum, the point/research paper shall include the topic, background, discussion, recommendations, and point of contact.	Due to the COR no later than two (2) business days after assignment. Point papers are due to the COR two (2) days after being tasked.
Written Minutes from meetings, conferences, workshops, and seminars	Summarizes the key issues from the proceedings and identifies potential Marine Corps equities, concerns, and recommendations for the way ahead. At a minimum, will include: date, duration, purpose of meeting, attendees, key persons contacted, places/units visited; items pending from previous meeting(s); items discussed, issues, and recommendations, and issues pending resolution for the next meeting.	To the COR no later than two (2) business days after the event.
After Action Reports from meetings, conferences, workshops, and seminars	Summarizes the key issues from the proceedings and identifies potential Marine Corps equities, concerns, and recommendations for the way ahead. At a minimum, it shall include date, purpose of the event, participants; Marine Corps equities; outcomes; issues; and recommendations.	<u>After-action Reports.</u> Submitted to the COR at the end of an event/trip such as a limited objective experiment, wargame, or major conference. It is due within four (4) business days after completion of the event.
Monthly Report	Summarizes the following:  - Total contract staffing by position and	Due to the COR with copy to the Contracting Officer not later than the 10 <sup>th</sup> day of the following month for work accomplished from the first through the final calendar day of the previous month.



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assignment

- Copies of deliverables (after-action reports, point/research papers, and written minutes)

- Personnel turnover and future staffing projections if applicable

- Summary of overall activity by position

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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## SECTION G CONTRACT ADMINISTRATION DATA

### SECTION G CONTRACT ADMINISTRATION DATA

**G-1.** A Task Order Manager(TOM)/Contracting Officer's Representative (COR) shall be assigned to the task order upon award.

#### **G-2.** USMC WIDE AREA WORKFLOW IMPLEMENTATION (AUG 2006)

G-2.1. To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (MAR 2007)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

G-2.2. The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site. The USMC WAWF-RA point of contact (POC) for this contract is Ms. Rebecca Zirkle, and can be reached at telephone number (703) 784-1928; email address [rebecca.zirkle@usmc.mil](mailto:rebecca.zirkle@usmc.mil). The contractor is directed to use the 2-in-1 format when processing invoices and receiving reports.

G-2.3. When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

Contract Number	TBD
Delivery Order	TBD
Cage Code/Ext	TBD
Pay DoDAAC	M67443
Issue Date	Refer to Block #31c of page 1
Issue By DoDAAC	M00264
Admin By DoDAAC	TBD
Ship To Code/Ext	M20409
Ship From Code/Ext	Leave Blank
LPO DoDAAC	Leave Blank
Acceptor Email Address	TBD
Inspect By DoDAAC/Ext	Leave Blank

**G-4.** In some situations the WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin By DoDAAC" and "Pay DoDAAC". Contractor shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs do not match, then the contractor shall correct the field(s) and notify the Contracting Officer of the discrepancy (ies). Step by step WAWF-RA invoicing procedures for "Combo," "2-in-1," and "Cost Voucher" are available at the USMC paperless site at <http://www.marcomsyscom.usmc.mil/sites/pa/> under "Vendor Interface" section. On the Vendor Interface page click on "WAWF-RA" header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate document either "Combo," "2-in-1," or "Cost Voucher" to download the instructions.

#### **G-5.** NOTE TO CONTRACTOR:

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Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

**G-6. NOTE:** The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to whom questions are to be addressed.

(End of clause)

Accounting Data

SLINID	PR Number	Amount
5000AA	M2040911RCW4001	929112.00
LLA :		
AA 17111061A1A 252	00264	067443 2D M0409 1RCW400122LQ
6000AA	M2040911RCW4001	23000.00
LLA :		
AA 17111061A1A 252	00264	067443 2D M0409 1RCW400122LQ
6000AB	M2040911RCW4001	15000.00
LLA :		
AA 17111061A1A 252	00264	067443 2D M0409 1RCW400122LQ

BASE Funding 967112.00  
Cumulative Funding 967112.00

MOD 01 Funding 0.00  
Cumulative Funding 967112.00

MOD 02

6000AA	M2040911RCW4001	(5000.00)
LLA :		
AA 17111061A1A 252	00264	067443 2D M0409 1RCW400122LQ
6000AB	M2040911RCW4001	5000.00
LLA :		
AA 17111061A1A 252	00264	067443 2D M0409 1RCW400122LQ

MOD 02 Funding 0.00  
Cumulative Funding 967112.00

MOD 03 Funding 0.00  
Cumulative Funding 967112.00

MOD 04

5001AA	M2040912RCW4020	953232.00
LLA :		
AB 17211061A1A 252	67056	067443 2D M20409 2RC0000522LQ
Standard Number: M2040912RC00005		
6001AA	M2040912RC00005	23000.00
LLA :		
AB 17211061A1A 252	67056	067443 2D M20409 2RC0000522LQ
Standard Number: M2040912RC00005		
6001AB	M2040912RCW4020	15000.00

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LLA :  
AB 17211061A1A 252 67056 067443 2D M20409 2RC0000522LQ  
Standard Number: M2040912RC00005

MOD 04 Funding 991232.00  
Cumulative Funding 1958344.00

MOD 05 Funding 0.00  
Cumulative Funding 1958344.00

MOD 06 Funding 0.00  
Cumulative Funding 1958344.00

MOD 07

6001AA M2040912RCW4020 (12000.00)  
LLA :  
AB 17211061A1A 252 67056 067443 2D M20409 2RC0000522LQ  
Standard Number: M2040912RC00005

6001AB M2040912RCW4020 12000.00  
LLA :  
AB 17211061A1A 252 67056 067443 2D M20409 2RC0000522LQ  
Standard Number: M2040912RC00005

MOD 07 Funding 0.00  
Cumulative Funding 1958344.00

MOD 08

6000AA M2040911RCW4001 (18000.00)  
LLA :  
AA 17111061A1A 252 00264 067443 2D M0409 1RCW400122LQ

6000AB M2040911RCW4001 (2400.00)  
LLA :  
AA 17111061A1A 252 00264 067443 2D M0409 1RCW400122LQ

MOD 08 Funding -20400.00  
Cumulative Funding 1937944.00

MOD 09 Funding 0.00  
Cumulative Funding 1937944.00

MOD 10

5002AA M2040913RCW4003 978036.00  
LLA :  
AC 17311061A1A 252 67056 067443 2D M20409 3RCW400322LQ  
Standard Number: M2040913RCW4003

6002AA M2040913RCW4003 23000.00  
LLA :  
AC 17311061A1A 252 67056 067443 2D M20409 3RCW400322LQ  
Standard Number: M2040913RCW4003

6002AB M2040913RCW4003 15000.00  
LLA :  
AC 17311061A1A 252 67056 067443 2D M20409 3RCW400322LQ  
Standard Number: M2040913RCW4003

MOD 10 Funding 1016036.00  
Cumulative Funding 2953980.00

MOD 11

6002AA M2040913RCW4003 (23000.00)  
LLA :

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AC 17311061A1A 252 67056 067443 2D M20409 3RCW400322LQ  
Standard Number: M2040913RCW4003

6002AB M2040913RCW4003 23000.00  
LLA :  
AC 17311061A1A 252 67056 067443 2D M20409 3RCW400322LQ  
Standard Number: M2040913RCW4003

MOD 11 Funding 0.00  
Cumulative Funding 2953980.00

MOD 12 Funding 0.00  
Cumulative Funding 2953980.00

MOD 13

5003AA M20409-14-RC-W4003-000 1003464.00  
LLA :  
AD 17411061A1A 252 67056 067443 2D M20409 4RCW4003RBLQ

6003AA M20409-14-RC-W4003-000 23000.00  
LLA :  
AD 17411061A1A 252 67056 067443 2D M20409 4RCW4003RBLQ

6003AB M20409-14-RC-W4003-000 15000.00  
LLA :  
AD 17411061A1A 252 67056 067443 2D M20409 4RCW4003RBLQ

MOD 13 Funding 1041464.00  
Cumulative Funding 3995444.00

MOD 14

6001AA M2040912RCW4020 (11000.00)  
LLA :  
AB 17211061A1A 252 67056 067443 2D M20409 2RC0000522LQ  
Standard Number: M2040912RC00005

6001AB M2040912RCW4020 (1147.97)  
LLA :  
AB 17211061A1A 252 67056 067443 2D M20409 2RC0000522LQ  
Standard Number: M2040912RC00005

MOD 14 Funding -12147.97  
Cumulative Funding 3983296.03

MOD 15 Funding 0.00  
Cumulative Funding 3983296.03

MOD 16

8004AA M20409-15-RC-EJ005-000 343192.00  
LLA :  
AE 17511061A1A 252 67056 067443 2D M20409 5RCEJ005RGBLQ

MOD 16 Funding 343192.00  
Cumulative Funding 4326488.03

MOD 17 Funding 0.00  
Cumulative Funding 3983296.03

MOD 18 Funding 0.00  
Cumulative Funding 3983296.03

MOD 19

8004AB M2040915RCEJ0050003 171596.00  
LLA :

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AE 17511061A1A 252 67056 067443 2D M20409 5RCEJ005RGLQ  
Standard Number: M2040915RCEJ0050003

MOD 19 Funding 171596.00  
Cumulative Funding 4498084.03

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1. Security, Access, Travel, and ODC's**

H.1.1. Security. Much of the work carried out in USJFCOM facilities is performed in securem classified work areas. All contractors are required to hold a current secret clearance. A DD 254 will be provided to the prime Contractor upon task order award.

H.1.2. Base/Building Access: Access to Government buildings will be granted for support staff and network accounts established. All Contractor staff shall abide by the rules of conduct for the installation and the organization that they are supporting. This includes adherence to personal security (e.g. badges, Common Access Card (CAC), information security policies, and work area access. As required, personnel shall register their personal vehicles and obtain necessary decals for base access.

H.1.3. Travel. Travel required of Contractor personnel in the performance of their duties shall be reimbursed by the government in accordance with the Federal Travel Regulations (FTR) and or Joint Federal Travel Regulations (JFTR). Travel request submissions should be forwarded to the Task Order Manager (TOM)/Contracting Officer Representative (COR) for authorization. The Contractor shall ensure travel costs incurred by personnel are within funding limitations established by the government and are approved in advance of execution. Daily travel to and from work, and any local travel aboard the installation in the performance of daily duties is not reimbursable by the government.

### **H-2. TRAVEL AND ODC MANAGEMENT.**

H-2.1. Travel authorization and Other Direct Cost (ODC) expenditures require pre-approval by the TOM/COR prior to incurring costs. Travel and ODC's shall be authorized by the TOM/COR prior to any travel or ODC expenses being incurred on this task order. All travel costs will be in accordance with the Joint Travel Regulations. Costs incurred without authorization will not be reimbursed.

### **H-3. Government Furnished Equipment (GFE).**

H-3.1. The Government shall provide four (4) computer seats/desk spaces at the J9 Directorate and one (1) computer seat/desk space at the J8 directorate.

H-3.2. Any government property issued to Contractor personnel shall be annotated via custody receipt and returned at the conclusion of the individual's tenure, or the end of the period of performance.

### **H-4. Key Personnel**

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H-4.1. The Contractor hereby agrees to assign to the contract those persons whose resumes were submitted with this proposal who are necessary to fill requirements of the contract. No substitutions shall be made except in accordance with this clause.

H-4.2. The Contractor agrees that during the first one hundred and twenty (120) days of the contract performance period, no personnel substitutions shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer in writing, and provide the information required as stated below. All proposed substitutions shall be submitted in writing to the Contracting Officer. This written notification shall be submitted at least fifteen (15) days, thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitutions to the Contracting Officer.

H-4.3. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions; a complete resume for the proposed substitute, and any other information requested by the Government's Technical Representative to approve or disapprove the proposed substitution - without the Government's Technical Representative approval, substitutions cannot be made. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the person being replaced. The Government's Technical Representative shall evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof.

H-4.4. In case of unsatisfactory contractor performance, the contractor will take appropriate corrective action within ten business days of formal notification to correct the problem as identified by the Government's Technical Representative. In the event that the problem remains unresolved in excess of ten working days, the Contracting Officer will be notified by the Government's Technical Representative so that appropriate action is taken, to include employee removal from current contract if warranted. The Program Manager shall ensure that all Government owned property is returned to the Government's Technical Representative should a contractor employee be removed.

H-4.5. Key personnel are understood to be those individuals for whom resumes were submitted as required by the Statement of Work. For all intents and purposes, the government considers the Senior Research Analysts as key personnel under this task order.

H-4.6. The Contractor and its employees shall conduct only business covered by the Contract during periods paid for by the Government, and will not conduct any other business on Government premises. Contractor personnel shall abide by all rules and regulations applicable to the Government premises, on which they work, including any applicable safety and security regulations as well as any measures necessary to verify Contractor labor hours. Contractor employees assigned to the Contract shall not solicit business while performing within the scope of the contract.

H-4.7. Personnel assigned by the Contractor to perform services under this contract shall be acceptable to the Government in terms of personal and professional conduct. Should the continued assignment of any person in the Contractor's organization be deemed by the COR to



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conflict with the interest of the Government, that person shall be immediately removed from the assignment, and the reason for removal shall be fully explained in writing by the Government's Technical Representative. Employment and staffing difficulties shall not be justification for failure to meet established schedules, and if such staffing difficulties impair performance, the Contractor may be subject to default. If a dispute arises the Contracting Officer shall have the final decision.

H-4.8. The details of any and all safeguards that the Contractor may design or develop under the contract shall become and remain the property of the Government and shall not be published or disclosed in any manner without the express written consent of the Government.

H-4.9. The details of any and all safeguards that may be revealed to the Contractor by the Government in the course of performing under the contract shall be published or disclosed in any manner without the express written consent of the Government.

**H-5. Organizational Conflict of Interest.** "Organizational Conflict of Interest" means the following: (1) Because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government; (2) or the person's objectivity in performing the contract work is or might be otherwise impaired; (3) or a person has an unfair competitive advantage. See FAR Part 9, Subpart 9.5.

H-5.1. The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in FAR Part 9, Subpart 9.5.

H-5.2. The Contractor agrees that, if in the performance of this contract it discovers a potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action(s) that the Contractor has taken or proposed to take to avoid, eliminate, or neutralize the conflicts. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.

H-5.3. If the Contractor is directed by authorized Government personnel (e.g., by written tasks or verbal directions, in a Program review or otherwise) to perform services, in which, the Contractor believes constitute a potential organizational conflict of interest, the Contractor shall notify the Procuring Contracting Officer (PCO) in writing. This written notification shall include the nature of the conflict of interest, and shall be submitted to the PCO within ten (10) days after receipt of the Government directive. A written determination shall be made by the PCO. The Contractor shall not expend any effort towards the performance of the services in question until this determination has been made or unless otherwise directed by the PCO.

H-5.4. If the Contractor assists under this contract in the preparation of a Statement of Work, or provides material leading directly, predictably, and without delay to a Statement of Work, to be used in the competitive procurement of a system or services, the Contractor shall not supply the services, or the system or major components thereof either as a prime or sub-Contractor or act as a consultant to the prime or 1st tier sub-Contractor, for a period of two years after the duration of the initial production contract, unless: (1) It is the Sole Source; (2) It has participated in the

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development and design work; or (3) More than one Contractor has been involved in preparing the work statement.

H-5.5. In the performance of this contract, the Contractor has access to proprietary data. Therefore, the Contractor agrees to protect such data from unauthorized use or disclosure so long as it remains proprietary. The Contractor further agrees that it will not utilize such proprietary data in supplying the systems, subsystems, or components thereof, procured either through sealed bidding or negotiating, which results directly from the work performed under this contract. The Contractor further agrees that it will not utilize such proprietary data in the performance of other contracts, so long as it remains proprietary. This provision is not intended to protect proprietary data furnished voluntarily by companies without limitations as to use, or data that falls into those provisions stated elsewhere in this clause.

H-5.6. The Contractor \* is obligated to protect from unauthorized use or disclosure all Government cost and budgetary information, sensitive or classified material and Government held proprietary data obtained in the course of performance of services under Government contract so long as such data remains proprietary or classified. Neither Government nor Contractor employed personnel shall publish, divulge, disclose or make known this information in any manner or to any extent not authorized by law. Any information obtained in the course of official duties or the performance of services under any contract whereby information may be made available for use that relate to the task areas (see Section C) is included in this clause. The Contractor agrees that it will not utilize any information or proprietary data, to which it has access in the performance of this contract, for any private gain or to furnish supplies or services to the Department of Defense (either as a prime Contractor or sub-Contractor) or act as a consultant to a potential offer, in connection with an item or other matter associated with and/or related to the equipment, components, sub-components, and/or piece parts of equipment to which the restrictive data applied.

\* = For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor or assignee of the Contractor.

H-5.7. The foregoing is not intended as an exhaustive list of situations, which might involve an organizational conflict of interest. For situations not described in this clause that may involve such conflict of interest the Contractor shall refer to FAR Part 9 and ask the Contracting Officer for a determination as to whether an organizational conflict of interest exists or might exist in the particular situation.

H-5.8. The Contractor hereby agrees that their firm will not participate as a prime or sub-Contractor in any Department of Defense competitive procurements that result from the design specifications or other services performed under this contract, for a period of five (5) years after completion of the contract. Nothing herein shall preclude the Contractor from contracting for or furnishing supplies or services that are unrelated to and not the consequence of

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services or data furnished under this contract.

H-5.9. The Contractor shall not release the results of the study/report in any form (interim, draft and final reports) to any person or agency, including those within the Department of the Navy, without prior written approval of the Contracting Officer except as specified in this contract. All interim, draft and final reports prepared by the Contractor under this contract shall conspicuously display on the outside front cover the following disclaimer: VIEWS, OPINIONS AND OR FINDINGS CONTAINED IN THIS REPORT ARE THOSE OF THE AUTHOR (S) AND SHOULD NOT BE CONSTRUED AS AN OFFICIAL DEPARTMENT OF THE NAVY POSITION, POLICY, OR DECISION UNLESS SO DESIGNATED BY OTHER OFFICIAL DOCUMENTATION.

#### **H-6. SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION**

H-6.1. In the course of performing this contract/order, the Contractor may be or has been given access to and entrusted with various forms of information/data from a wide variety of sources which the Contractor would not otherwise be entitled to be in possession of. The information/data may be in the form of Source Selection Information as defined in Federal Acquisition Regulation (FAR) 3.104-3 (e.g., source selection plans, contractor proposals before being made public, ranking of proposals); other nonpublic sensitive Government information such as: proprietary information (e.g., information submitted by a contractor and identified as "Business Sensitive" with a restrictive legend per FAR 52.215-1); advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies); trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor); Government attorney work product; information protected by the Privacy Act (e.g., social security numbers, home addressees and telephone numbers of Government employees); and other sensitive information that would not be released by the Marine Corps under the Freedom of Information Act (e.g., program, planning and budgeting system information, workload data, and performance systems data). Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such Source Selection, Business Sensitive and/or proprietary data (collectively referred to herein as "the data").

H-6.2. This Special Contract Requirement implements Defense FAR Supplement (DFARS) 252.204-7000, "DISCLOSURE OF INFORMATION."

H-6.3. As a condition to receiving access to the data, the Contractor shall: (1) prior to having access to proprietary data, obtain the agreement of the applicable person or entity to permit access by the Contractor to such data; (2) use the data solely for the purpose of performing duties under this contract/order; (3) not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any employee of the Contractor unless and until such person has executed

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an individual non-disclosure agreement at Appendix ( 3 ) to this contract/order; (4) not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any non-Government person or entity (including, but not limited to any subcontractor, joint venture, affiliate, successor or assignee of the Contractor), unless the Contracting Officer (and any company claiming the data is proprietary) have given prior written approval, AND the person receiving the data has executed an individual non-disclosure agreement similar to that at Appendix (3 ) to this contract/order; (5) establish safeguards to protect such data or software from unauthorized use or disclosure; and (6) indoctrinate its personnel who will have access to the data as to the restrictions under which access is granted. Any other use, disclosure, release or reproduction is unauthorized and may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates this special contract requirement or non-disclosure agreement.

H-6.4. Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the data and any data that is derived from, based upon, incorporates, includes or refers to the data. When the Contractor's need for such data ends, the data shall be returned promptly (within 10 business days) to the appropriate Government Program personnel. However, the obligation not to discuss, disclose, release, reproduce or otherwise provide or make available such data, or any portion thereof, shall continue, even after completion of this contract/order. Any actual or suspected unauthorized use, disclosure, release, or reproduction of such data or violation of this agreement, of which the company or any employee is or may become aware, will be reported promptly (within one business day) to the Contractor's Program Manager, who will inform the Contracting Officer within five business days of receiving the report.

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## **SECTION I CONTRACT CLAUSES**

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

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

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

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

### **52.217-8 OPTIONS TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limit and 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 30 days.

(End Clause)

### **FAR 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Deviation)(JUN 2010) - By reference**

NOTE: All other clauses shall be incorporated in this SEAPORT task order.

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## **SECTION J LIST OF ATTACHMENTS**

Appendix 1 - Task List

Appendix 2 - Crosswalk of Tasks

Appendix 3 - Non-Disclosure

Appendix 4 - DoD Contract Security Classification Specification (DD Form 254)

Appendix 5 - Contracting Officer's Representative Appointment Letter