

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
123. EFFECTIVE DATE
24-Oct-20174. REQUISITION/PURCHASE REQ. NO.
n/a5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N61331

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

S2404A

NSWC, PANAMA CITY
110 Vernon Avenue
Panama City FL 32407-7001
[REDACTED]DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

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

DELOITTE CONSULTING
1725 Duke Street
Alexandria VA 22314-3456

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4020-HR03

10B. DATED (SEE ITEM 13)

30-Nov-2016

CAGE CODE
1TTG5

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[X] FAR 52.243-2 Alt I Changes - Cost Reimbursement

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[] D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

24-Oct-2017

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to update the Contractor Status Report section of the PWS to include two reference websites and to update the attached eCRAFT Average Bid Rate Spreadsheet to version 2.2. In addition, the due date for the required bid rate submission is extended to 10 business days from the effective date of this modification.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Provide non personal services for Program and Earned Value Management support for Expeditionary Warfare in accordance with the Performance Work Statement (PWS) in Section C, DD254 and Contract Data Requirements List (CDRL). See Notes A & D. (O&MN,N)		LH			\$575,143.26
700001	R425	Incremental funding, 10 U.S.C. 2410a authority is hereby invoked (O&MN,N)					
700002	R425	Incremental funding, 10 U.S.C. 2410a authority is hereby invoked (O&MN,N)					
700003	R425	Incremental funding, 10 U.S.C. 2410a authority is hereby invoked (O&MN,N)					
700004	R425	Incremental funding for \$5,600. Ref. PR#1300620584 (RDT&E)					
700005	R425	Incremental funding for \$185,690. Ref. PR#1300623481. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700006	R425	Incremental funding for \$26,070. Ref. PR#1300621944. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700007	R425	Incremental funding for \$34,415. Ref. PR#1300630413. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700008	R425	Incremental funding for \$104,867.59 Ref PR#1300632416 (RDT&E)					
700009	R425	Incremental funding for \$49500.68. Ref PR#1300647109. 10 U.S.C. 2410a authority is hereby invoked. (O&MN,N)					
700010	R425	Incremental funding for \$36,054. Ref PR#1300649522 (WCF)					
7001	R425	Provide non personal services for Program and Earned Value Management support for Expeditionary Warfare in		LH			\$567,591.05

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		accordance with the Performance Work Statement (PWS) in Section C, DD254 and Contract Data Requirements List (CDRL). See Notes A, B & D. (O&MN,N)					
700101	R425	Incremental funding for \$80,000. Ref. PR#1300668132 (SCN)					
700102	R425	Incremental funding for \$9,405. Ref. PR#1300672839. 10 U.S.C. 2410A Authority is being invoked. (O&MN,N)					
700103	R425	Support Services for the Next Generation Waterside Security Barrier (WSB) effort. PR: 1300676025 (OPN)					
7002	R425	Provide non personal services for Program and Earned Value Management support for Expeditionary Warfare in accordance with the Performance Work Statement (PWS) in Section C, DD254 and Contract Data Requirements List (CDRL). See Notes A, B & D. (Fund Type - TBD) Option	██████	LH	██████	██████	\$651,257.94
7003	R425	Provide non personal services for Program and Earned Value Management support for Expeditionary Warfare in accordance with the Performance Work Statement (PWS) in Section C, DD254 and Contract Data Requirements List (CDRL). See Notes A, B & D. (Fund Type - TBD) Option	██████	LH	██████	██████	\$716,624.49
7004	R425	Provide non personal services for Program and Earned Value Management support for Expeditionary Warfare in accordance with the Performance Work Statement (PWS) in Section C, DD254 and Contract Data Requirements List (CDRL). See Notes A, B & D. (Fund Type - TBD) Option	██████	LH	██████	██████	\$791,341.05

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Costs such as materials and travel to support tasking under CLIN 7000. See note C & D. (Fund Type - TBD)	1.0	LO	██████████
900001	R425	Incremental funding for \$2,000. Ref. PR#1300620584. (WCF)			
9001	R425	Other Direct Costs such as materials and travel to support tasking under CLIN 7001. See note B, C & D. (O&MN,N)	1.0	LO	██████████
9002	R425	Other Direct Costs such as materials and travel to support tasking under CLIN 7002. See notes B, C & D. (Fund Type - TBD) Option	1.0	LO	██████████
9003	R425	Other Direct Costs such as materials and travel to support tasking under CLIN 7003. See notes B, C & D. (Fund Type - TBD) Option	1.0	LO	██████████
9004	R425	Other Direct Costs such as materials and travel to support tasking under CLIN 7004. See notes B, C & D. (Fund Type - TBD) Option	1.0	LO	██████████

NOTES:
NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d))
For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to each successful Offeror. Clause HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) (NAVSEA) (MAY 2010) clause applies to these Items.

NOTE B: OPTION
CLIN which may be unilaterally exercised.

NOTE C: ODC
Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

NOTE D: CONTRACTS CROSSING FISCAL YEARS
In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. Applicability of 10 U.S.C. 2410(a) authority will be specified at the SLIN level; the CLIN must begin in the fiscal year the appropriation would normally have been available.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of Text)

FIXED FEE TABLE			
Section B Cost Items		Hourly Rates	
CLIN	Qty (Hrs)	Estimated Hourly Rate (<i>Rate</i>)	Fixed Fee/Hour (<i>FF</i>)
7000	████	████	████
7001	████	████	████
7002	████	████	████
7003	████	████	████
7004	████	████	████

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

(End of Text)

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)

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

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This contract is Cost Plus Fixed Fee with Cost type Other Direct Costs.
(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR PROGRAM MANAGEMENT SUPPORT AND EARNED VALUE MANAGEMENT SYSTEM SUPPORT FOR THE JOINT AND EXPEDITIONARY COMMAND AND CONTROL PROGRAMS NAVAL SURFACE WARFARE CENTER PANAMA CITY DIVISION

1.0 SCOPE

The Deployable Joint Command and Control (DJC2) system is a critical Acquisition Category (ACAT) IAM program that involves not only new technology, but also the utilization and integration of numerous systems, software and hardware products and processes from multiple Services and other Agencies. DJC2 has achieved its full operating capability and is now conducting life cycle support and technology insertion or refresh. Naval Surface Warfare Center, Panama City Division (NSWC PCD) serves as the DJC2 Technical Direction Agent (TDA), Technology Agent (TA) and In-Service Engineering Agent (ISEA). Additionally NSWC PCD serves as the systems integrator for related programs and projects including Expeditionary Command and Control Suite, Command, Control, Communications, Computers and Intelligence (C4I) Containerization and Naval Network Command and Control (NETC2). Collectively these programs and projects are referred to as the Joint and Expeditionary Command and Control (JEXC2) Program Area. The JEXC2 Program Area, along with other projects, is executed by the Joint Interoperability and Irregular Warfare Division of NSWC PCD.

This Performance Work Statement (PWS) specifies the requirements for a level of effort for Contractor support to schedule the many tasks involved in managing a group of programs and projects of this size, and support other aspects of program management and earned value management.

Across the JEXC2 programs, functions performed which must be planned, scheduled, and reported upon include: research and development, technology insertion, technology refresh, logistics products development, systems engineering, systems integration, test and evaluation, production, delivery, training, help desk, trouble ticket resolution, sustainment and management.

1.1 Acronym List

ACAT	Acquisition Category
ACTR	Assistant Customer Technical Representative
ACWP	Actual Cost of Work Performed
BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
C2	Command and Control
C4I	Command, Control, Communications, Computers and Intelligence
CAC	Common Access Card
COR	Contracting Officers Representative
CPI	Critical Program Information
CSS	Contracting Support Service

CUI	Controlled Unclassified Information
DISCO	Defense Industrial Security Clearance Office
DJC2	Deployable Joint Command and Control
DoD	Department of Defense
DoN	Department of Navy
ECMRA	Enterprise-Wide Contractor Manpower Reporting Application
eCRAFT	Electronic Cost Reporting and Financial Tracking
EPRU	eCRAFT Periodic Report Utility
EVM	Earned Value Management
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
FOUO	For Official Use Only
GFI	Government Furnished Information
IA	Information Assurance
IMS	Integrated Master Schedule
iRAPT	Invoicing, Receipt, Acceptance, and Property Transfer
ISEA	In-Service Engineering Agent
IT	Information Technology
JEXC2	Joint and Expeditionary Command and Control
MAGTF	Marine Air Ground Task Force
NACLC	National Agency Check with Law and Credit
NERP	Navy Enterprise Resource Planning
NETC2	Network Command and Control
NMCI	Navy Marine Corps Intranet
NSA	Naval Support Activity
NSWC PCD	Naval Surface Warfare Center, Panama City Division
ODC	Other Direct Cost

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OPSEC	Operations Security
PE	Project Engineer
PEO	Program Executive Officer
POC	Point of Contact
PWS	Performance Work Statement
SAAR	Systems Authorization Access Request
T&M	Time and Materials
TA	Technology Agent
TDA	Technical Direction Agent
TL	Task Leader
TLS	Transport Layer Security
TSR	Technical Support Request
USMC	United States Marine Corp
WBS	Work Breakdown Structure
WP	Work Package

2.0 APPLICABLE DOCUMENTS

The JEXC2 program area follows current acquisition regulations, business practices, and document requirements contained in the applicable Federal Acquisition Regulations (FAR) and Department of Defense (DoD) 5000.1 series of publications. The following documents, of the exact issue shown, form a part of this PWS to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this PWS, the contents of this PWS shall take precedence.

2.1 Military Specifications and Standards

None

2.2 Other Government Documents

- (a) DoD Directive 5000.1 The Defense Acquisition System, 12 May 2003 Certified Current as of November 20, 2007
- (b) DoD Directive 5000.02 Operation of the Defense Acquisition System, 7 January 2015
- (c) CJCSI 3020.01 Managing, Integrating, and Using Joint Deployment Information Systems, 30 May 2000
- (d) CJCSI 6212.01D Interoperability and Supportability of National Security Systems, and Information Technology Systems, 8 March 2006
- (e) CJCSI 3170.01G Joint Capabilities Integration and Development System, 1 March 2009

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(f) ANSI/EIA-748-B-2007 Earned Value Management System, 10 September 2007

3.0 REQUIREMENTS

The Contractor shall coordinate with the NSWC PCD Contract Specialist to conduct a kick-off meeting within ten working days after the award of the Task Order.

The Contractor shall, using PWS paragraph 2.2 for guidance, support the DJC2 Earned Value Management System (EVMS) and program management requirements by providing a level of effort of technical and program management support within the task areas below.

3.1 Task Area # 1 – Program Management Support

The Contractor shall support the JEXC2 Project Engineers (PEs) in the scheduling of Technology Insertion and Refresh, Life Cycle Sustainment activities and systems integration activities, including maintenance of an EVMS and Integrated Master Schedule (IMS).

The Contractor shall provide similar support to other projects within the Joint Interoperability and Irregular Warfare Division.

NSWC PCD uses the Navy Enterprise Resource Planning (NERP) program for financial and program management. The Contractor shall provide support to prepare financial reports on a regular basis.

3.1.1 Manage and Maintain EVMS

An EVMS and IMS program is in current use; documentation and procedures have been developed and must be continued as established. Each Government Fiscal Year, the Contractor shall update the JEXC2 program plan (**CDRL A001**) by working with appropriate NSWC PCD PEs, Task Leaders (TLs) and supporting organizations to maintain the master plan consisting of detailed schedules, work packages, task books, Work Breakdown Structures (WBS), milestones, and time-phased costs for each work package. The Contractor shall manage the Program Plan utilizing Primavera's Project Management software for earned value management. The program plan shall include the following specific components:

- WBS
- Work Packages (WPs) Organized by WBS Element (except United States Marine Corp (USMC) projects)
- Task Books Organized by WBS Element (USMC projects)

- Task Descriptions
- Work Plan and Task Schedules
- Preliminary Budget Estimates including:
 - Labor Costs and Personnel Requirements
 - Material Estimate Requirements
 - Travel Requirements
 - Other Support Requirements
 - Identification of Technical and Program Lead Personnel

Once the appropriate Program Office has approved the respective annual baselines, established EVMS techniques and tracking processes shall be maintained by the Contractor (**CDRL A002**). The techniques and processes shall be based on the EVMS described in DJC2 Planning, IMS and EVMS process documentation. Historical cost data shall be extracted from NERP and other sources and included as necessary in the EVMS with the baseline Program Plan. The analysis of planned and actual data will include the following specific efforts:

3.1.1.1 Tracking of Actual Cost Data

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The Contractor shall collect required budget and expense data to support EVM analysis. The Contractor shall collect actual labor and non-labor commitments, obligations, and expenses from NERP and input this data into the established EVMS weekly. The Contractor shall confer with Contracting Officers Representative (COR) to validate the data input to the EVMS.

3.1.1.2 Technical Cost Analysis

The Contractor shall analyze expenditures by comparing actual costs against planned costs by

- Work Package and WBS level (or Task Book and WBS level for USMC projects)
- Funding document
- Cost Account
- Cost Category

and deliver the following results of the comparisons to the COR (**CDRL A003**):

- Planned vs. actual total Program
- Planned vs. actual by funding document
- Planned vs. actual by cost account
- Planned vs. actual by work package
- Planned vs. actual by cost category

and deliver to the TLs (**CDRL A004**):

- Planned vs. actual labor (personnel by name, labor hours and costs)
- Planned vs. actual non-labor in the established DJC2 format to be provided as Government Furnished Information (GFI).

The reports shall include analysis of the following parameters:

- Spend plan
- Funding Burn rates
- Resource tracking
- Identification of potential financial and schedule risk areas, using the following parameters:
 - Budgeted Cost of Work Scheduled (BCWS) or Planned Value
 - Budgeted Cost of Work Performed (BCWP) or Earned Value
 - Actual Cost of Work Performed (ACWP)
 - Trend Analysis and Tracking
 - Cost and Schedule performance indices
 - Estimates at Completion

The Contractor shall deliver a draft of each report to the Contracting Officers Representative (COR) within 10 working days of approval of the baseline Program Plan for confirmation of the reports' formats. Once the Government establishes the format, the reports shall be delivered concurrent with the Contract Status Report (see PWS Contract Status Report).

3.1.2 Maintain Integrated Master Schedule (IMS)

The Contractor shall support the processes associated with the planning and tracking of tasks in the IMS. This shall include the following:

- a. Maintaining the schedule using Primavera's Project Management application currently in use, consistent with the EVM baseline
- b. Planning new approved efforts into the IMS

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c. Updating processes to ensure the IMS reflects current information and is consistent with the EVMS.

3.1.2.1 Maintenance

The Contractor shall maintain the existing integrated master schedule with periodic updates (at least every other week) (**CDRL A005**), based on DJC2 PE and TL inputs. The Contractor shall provide periodic reports to PEs and TLs on their tasks' status. Updated integrated master schedule shall be posted to the DJC2 website (DJC2.org) concurrent with delivery of CDRL A005.

3.1.2.2 Planning

The Contractor shall support the annual planning and incorporation of new JEXC2 efforts to include out-year planning, as well as the incorporation of changes required after periodic re-planning. The Contractor will ensure that changes are consistent with the EVMS baseline and approved changes, in order to maintain a baseline to support variance reports.

3.1.2.3 Analysis

The Contractor shall support the PEs and TLs with analysis of schedule information to facilitate focus on troubled areas. Periodic support will be required for "what-if" schedule analysis to determine planning options. Reports on schedule analysis shall be provided on a monthly basis, at a minimum (**CDRL A006**).

3.1.2.4 Processes

The Contractor shall update processes associated with the maintenance and re-planning of the IMS, as required. Processes shall be documented and communicated to the COR (**CDRL A007**).

3.2 Task Area # 2 Briefing Support

The Contractor shall prepare briefing material (**CDRL A008**) that synthesizes report content for program reviews and other program events on an as-needed basis. Program reviews are anticipated quarterly throughout the period of performance while other presentations may occur intermittently throughout a fiscal year. Notice of an upcoming program review or other program event will be provided at least 10 working days prior to the event. The Contractor shall have 5 working days to prepare the briefing materials; the Government shall provide comments within 2 working days. Comments shall be incorporated and revised materials returned to the Government at least 24 hours prior to the event. The Contractor shall maintain a historical file of briefing materials for Government review as needed.

3.3 Task Area # 3 Tracking of Technical Support Requests (TSRs) and Maintaining TSR Process

TSRs are submitted by the Project Manager (ISEA, TA, TDA, USMC Command and Control (C2) etc.) to the appropriate Program Executive Officer (PEO) C4I program offices (i.e. Shore and Expeditionary Integration Program Office (PMW-790), Marine Air-Ground Task Force (MAGTF) Command and Control (C2) Program Office (PMM-111), etc.) when new requirements for funding are identified or revised (**CDRL A010**), or when a significant change to baseline program plan is necessary. The Contractor shall track all TSRs and maintain the process by which TSRs are created, revised and submitted. Applicable documentation includes the TSR Process Flow, the TSR form, and the TSR Routing Sheet. TSRs (new or revised) shall be posted to the DJC2 website concurrent with delivery under **CDRL A010**.

3.4 Task Area # 4 Maintain Navy Enterprise Resource Planning (NERP) for JEXC2 Management

NERP is the generic name of a software-based management system; the Navy uses a SAP Corporation product to unify, standardize and streamline all its business activities into one completely integrated system. The Contractor shall input the approved program and project budgets into the NERP system within 10 working days of approval of each fiscal year's budget. The Contractor shall also update the NERP entries throughout the fiscal year, at least bi-weekly. Updates will include budget adjustments, percent complete adjustments, updates to work scope, and schedule adjustments.

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3.5 Contract Status Reports (CDRL A0009)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/>. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/eCraft-FAQs/%20no%20longer%20contains%20eCRAFT%20FAQs/>

(2) Submission and Acceptance/Rejection:

The contractor shall submit reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

The Contractor shall assign standard eCRAFT labor categories to each existing proposed and executed labor category on the Task Order/Contract. The entire catalog of standard labor categories can be found at these two websites:

Standard eCRAFT Labor Categories:

<https://www.dol.gov/whd/govcontracts/sca.htm> - under the header "Guidance", select "Service Contract Act Directory of Occupations, 5th Edition (PDF)"

Service Contracts Labor Standards (SCLS):

<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Labor-Categories/>

3.5.1 Monthly EVM Reporting (CDRL A009)

The Contractor shall provide an annual spend plan (graphical and tabular) broken down by month for the duration of the task order with the first contract status report. There shall be a separate spend plan for each task specified in section 3.0 of the PWS or as required by the Government Contracting Officer. NSWC PCD is using EVM to track project spending and execution. Tasks in the PWS are linked to EVM work packages (or task books). The Contractor shall report actual costs in dollars expended each month and the "value of the work completed" in the same monthly period by task. The "value of the work completed" is the amount of work actually accomplished, in dollars, at that point in the schedule of planned work. In other words, if all efforts in a task scheduled for a given month were completed, then the "value of the work completed" would equal the estimate in the spend plan. If only half of the work were completed, then the "value of the work completed" would be half the estimate in the spend plan. The contractor shall submit the monthly EVM report in conjunction with the MSR due not later than the 15th day of each month.

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The Contractor shall also report total labor hours by labor category each month, by task, as above. Travel expenses shall also be reported each month by task. MSR and EVM reports shall be emailed to the COR.

3.6 Travel

Contractor personnel may be required to travel to support this PWS. The following destinations may be required:

- a. Washington, DC,
- b. San Diego, CA

Actual destinations and lengths of stay may vary. Travel shall be in accordance with The Joint Federal Travel Regulations (JFTR). Before initiating any travel, the Contractor shall submit a cost estimate of travel expenses for each trip. Approval by the COR is required prior to departure. For travel or any other times requiring overtime, the Contractor shall request Procuring Contracting Officer (PCO) approval and COR concurrence prior to the overtime.

3.7 Space and Access to Government Facilities

The Government will not provide space for Contractor personnel onboard NSWC PCD or the Naval Support Activity (NSA) Panama City during this task order. Contractor personnel will require access to NSWC PCD Buildings 544, including general spaces, and labs, during normal working hours (Mon-Fri 0800-1700). Access is controlled by programmable proximity cards, which will be supplied by the Government. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them; to the Building number 544 facility manager within 30 days after award. (CDRL A011)

3.8 NERP Access

(a) Contractor personnel assigned to perform work under this task order may require limited access to the NERP System. Prior to accessing any NERP System, contractor personnel shall contact the applicable Navy Marine Corps Intranet (NMCI) Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homeport website (<https://homeport.navy.mil>). Once an NMCI account has been established, the contractor shall submit a request for NERP access and the role required via the Contracting Officers Representative (COR) to the Competency Role Mapping Point of Contact. The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for NERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and Questionnaire for National Security Positions (Standard Form (SF) 86).

(b) For directions on completing the SF86, the Contractor is instructed to consult with their company's Facility Security Officer (FSO). In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(c) All Contractor personnel requiring access to NERP will require a Common Access Card (CAC).

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide the Contractor with pertinent GFI as required or as it becomes available. The Government will furnish the Contractor with documentation referenced in PWS paragraph 2.0 and any other documents necessary as required to perform the above-mentioned duties. The designated COR will be the technical point of contact to provide this information. Documents to be maintained on file by the Contractor will be delivered monthly in accordance with (CDRL A003). All GFI shall be returned at the completion of this task order.

5.0 PURCHASES

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Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$3,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval. Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

6.0 SECURITY

The Contractor shall require access to classified information up to the SECRET level. All documents prepared under the Task Order will be UNCLASSIFIED. The Contractor will not be required to generate or store classified data to meet the requirements of this Task Order.

All Contractor personnel requiring "user level access to Department of Navy (DoN) or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" are required to have a favorably adjudicated Tier 3 (T3) with clearance eligibility determined by the DoD Consolidated Adjudication Facility (DOD CAF).

Technical papers, either classified or unclassified, which the contractor may wish to present at government-sponsored classified or limited attendance symposia must be submitted through the NSWC PCD Technical POC to initiate the process. Approval must be granted prior to contractor presentation.

Release of Information to foreign nationals is only authorized with the written approval of the DOD office with controlling authority over the information.. The only exceptions to this requirement are a visit of a foreign national duly authorized by the DOD through established channels or if authorized under ITAR.

Access to Navy ships, to Navy or commercial shipyards where such ships or facilities are located is subject to the requirements of Title 32, CFR 765.5

The Prime Contractor shall:

- (1) Forward copies of DD254s provided to subcontractors to the Naval Surface Warfare Center Panama City Division (NSWC PCD), ATTN: Security.
- (2) Direct the subcontractor to obtain approval, through the prime contractor, for the public release of information received or generated by the sub through the prime contractor.
- (3) Submit the subcontractor's request for public release through the technical point of contact identified on the DD 254.

6.1 Controlled Unclassified Information (CUI)

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities

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outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

6.2 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DOD CAF.

6.3 Minimum Protection Requirements for Controlled Unclassified Information

Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

6.4 For Official use Only (FOUO)

FOUO is a document designation, not a classification. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the FOIA. This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

6.5 Security of Unclassified DoD Information on Non-DoD Information Systems (DoDI 8582.01) DoD Policy

Adequate security shall be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

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- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security (TLS).
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).
- j. Provide protection against computer network intrusions and data exfiltration, minimally including:
 - (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
 - (2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services. Prompt application of security-relevant software patches, service packs, and hot fixes.
- k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.
- l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.
- m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

6.6 Operations Security

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions,

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capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

The contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

7.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, Subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, Subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this Task Order. The Contractor shall exercise ultimate over all aspects of Contractor personnel day-to-day work under this Task Order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this Task Order including the work of its Contractor personnel.

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Contractor personnel under this Task Order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

(1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with non-personal services Task Order.

(e) Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this Task Order are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this Task Order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this Task Order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this Task Order.

(5) The entire consideration and benefits to the Contractor for performance of this Task Order are contained in the provisions for payment under this Task Order.

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer shall promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation

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(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

8.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The Contractor's performance will be evaluated by the Government in the areas listed below. The first evaluation will cover the period ending six months after date of Task Order award with successive evaluations being performed prior to the exercise of available options thereafter until the Contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment Report System (CPARS).

The Contractor's performance under this task order will be evaluated in the following areas:

- Quality of Product/Service
- Schedule
- Cost Control
- Business Relations
- Management of Key Personnel

The following five level assessment rating system will be used to evaluate a Contractor's performance.

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

The Contractor may obtain more information regarding the CPARS process at the following internet site:

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<http://cpars.navy.mil>.

8.1 Performance Objectives, Standards and Acceptable Quality Levels

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and Acceptable Quality Levels that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success. Procedures as set forth in the FAR 52.246-5, Inspection of Services – Cost Reimbursement, shall be utilized to remedy all deficiencies.

<u>Work Area</u>	<u>Performance Objective</u>	Performance Standard	Acceptable Quality Level (AQL)
PWS Paragraph 3.0 Requirements	Provide staff for program management and earned value management support. Ensure staff performs properly.		
PWS Paragraph 3.2 Briefing Support	(a) Contractor attends, participates in as required, and supports meetings providing input as required. (b) Provide program management, financial documentation, data and reports, and briefing materials	(a) Meeting attendance is regular (b) Documents are technically accurate and grammatically correct. Reports are accurate and complete. Documents, reports, and revisions are delivered IAW agreed upon schedules	(a) Attendance at 100% of meetings. (b) 100% of reports and documentation are provided by due dates.
PWS Paragraph 3.5 Contract Status Report	Provide contract status reports.	Reports are accurate and complete. Reports are delivered IAW agreed upon schedule.	100% of reports are provided by due dates.

8.0 SUBCONTRACTORS AND CONSULTANTS

(a) In addition to the information required by Federal Acquisition Regulation (FAR) 52.244-2 in the Contractor's basic SeaPort-e contract, the Contractor shall include the following information in requests to add Subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts and consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

- (1) A copy of the proposed Subcontractor's cost or price proposal.
- (2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the

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prime Contractor, or in the case where the proposed Subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the Subcontractor's prime SeaPort-e contract.

(3) Detailed justifications to include second-tier subcontracting to other Subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime Contractor.

(b) As required by FAR 15.404-3(b) the Contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a Subcontractor or consultant."

(c) Time and Materials (T&M) pricing arrangements require an accounting system rating of adequate as deemed by the Contracting Officer. In these instances, the Contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance and controls to be employed by the prime Contractor to ensure that efficient performance methods are being employed.

10.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for NSWC PCD via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and

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remedies provided by law or elsewhere included in this contract.

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

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

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any Subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime Contractor or as a Subcontractor, or as a consultant to a prime Contractor or Subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the Contractor, Subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest;

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

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

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

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

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

All terms and conditions, including clauses, in the Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: (Name of Individual Sponsor, Name of Requiring Activity, City and State)

(End of Text)

DISTRIBUTION LIMITATION STATEMENT

Documentation generated under this order shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

DISTRIBUTION STATEMENT D: Distribution authorized to the Department of Defense and U.S. DoD contractors only (fill in reason) (date of determination). Other requests shall be referred to (insert controlling DoD office).

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

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SECTION E INSPECTION AND ACCEPTANCE

All terms and conditions, including clauses, in the Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 7000 - 7004 and 9000 - 9004 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

(End of Text)

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of Text)

Contractor Performance Assessment Reporting System (CPARS)

<http://cpars.navy.mil>.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	11/30/2016 - 11/29/2017
7001	9/11/2017 - 9/10/2018
9000	11/30/2016 - 11/29/2017
9001	9/11/2017 - 9/10/2018

All terms and conditions, including clauses, in the Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

CLIN - DELIVERIES OR PERFORMANCE

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

7000	11/21/2016 - 9/10/2017
9000	11/21/2016 - 9/10/2017

Option Years:

7001	9/11/2017 - 9/10/2018
7002	9/11/2018 - 9/10/2019
7003	9/11/2019 - 9/10/2020
7004	9/11/2020 - 9/10/2021
9001	9/11/2017 - 9/10/2018
9002	9/11/2018 - 9/10/2019
9003	9/11/2019 - 9/10/2020
9004	9/11/2020 - 9/10/2021

Services to be performed hereunder will be provided at the Contractor Facility.

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SECTION G CONTRACT ADMINISTRATION DATA

All terms and conditions, including clauses, in the Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT:

Procurement Contracting Officer

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

Contract Specialist

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

Ombudsman

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

Contracting Officer Representative

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

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

Defense Contract Management Agency (DCAA)

Nashville Branch Office
1321 Murfreesboro Pike
Nashville, TN 37217-2647

Defense Finance and Accounting Services (DFAS)

DFAS Columbia Center
South Entitlement Operations
P.O. Box 182264
Columbus, OH 43218-2264

HQ-G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE

1)(NAVSEA) (JAN 2008)

(a) For task orders that 1) include contract line items that are funded by multiple accounting classification citations

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for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this task order:

252.204-0002 Line item specific: Sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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:

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

Cost Voucher

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

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).
Invoice and Receiving Combo Report – Cost Voucher
 - (2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.
Destination/Destination
 - (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	HQ0338
Issue By DoDAAC	N61331
Admin DoDAAC	S2404A
Inspect By DoDAAC	N61331
Ship To Code	N61331 (invoice purposes only)

Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	N61331
Accept at Other DoDAAC	N/A
LPO DoDAAC	(Leave Blank)
DCAA Auditor DoDAAC	S2404A
Other DoDAAC(s)	N/A

- (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.

[REDACTED]

(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.

NSWC PCD WAWF Point of Contact (POC): [REDACTED] Please send an e-mail to both POCs.

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

(End of clause)

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

(End of Text)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

The Contractor points of contact for this Task Order are as follows:

(End of Text)

Accounting Data

SLINID	PR Number	Amount

700001	130060768400001	10000.00
LLA :		
AA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003708282		
Standard Number: N00039117WX00023		

BASE Funding 10000.00
Cumulative Funding 10000.00

MOD 01 Funding 0.00
Cumulative Funding 10000.00

MOD 02

700002	130061098900001	75000.00
LLA :		
AB 1741611 1391 251 SH385 0 050120 2D 000000 A00003734136		
Standard Number: N0002416WX08296		

MOD 02 Funding 75000.00
Cumulative Funding 85000.00

MOD 03

700003	130061938000001	46000.00
LLA :		
AC 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003803008		
Standard Number: N0002417WX03769		

MOD 03 Funding 46000.00
Cumulative Funding 131000.00

MOD 04

700004	130062058400001	5600.00
LLA :		
AD 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003809489		
700005	130062348100001	185690.00
LLA :		
AE 1771804 5C1C 251 00039 0 050120 2D 000000 A00003830855		

900001	130062058400002	██████████
LLA :		
AF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003809489		

MOD 04 Funding 193290.00
Cumulative Funding 324290.00

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MOD 05

700006 130062194400001 26070.00

LLA :

AG 1771804 5T6M 257 00039 0 050120 2D 000000 A00003819399

700007 130063041300001 34415.00

LLA :

AH 1771804 5C6C 257 00039 0 050120 2D 000000 A00003892736

700008 130063241600001 104867.59

LLA :

AJ 1771319 X7DJ 255 00039 0 050120 2D 000000 A00003908302

MOD 05 Funding 165352.59

Cumulative Funding 489642.59

MOD 06

700009 130064710900001 49500.68

LLA :

AK 1771804 5C6C 257 00039 0 050120 2D 000000 A00004022832

MOD 06 Funding 49500.68

Cumulative Funding 539143.27

MOD 07

700010 130064952200001 36054.00

LLA :

AL 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004039690

MOD 07 Funding 36054.00

Cumulative Funding 575197.27

MOD 08

700101 130066813200001 80000.00

LLA :

AM 1741611 1391 251 SH385 0 050120 2D 000000 A00004158733

MOD 08 Funding 80000.00

Cumulative Funding 655197.27

MOD 09

700102 130067283900001 9405.00

LLA :

AN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004194923

MOD 09 Funding 9405.00

Cumulative Funding 664602.27

MOD 10 Funding 0.00

Cumulative Funding 664602.27

MOD 11

700103 130067602500001 36000.00

LLA :

AP 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004227592

Funding Document: N0002517WRP0085

MOD 11 Funding 36000.00

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Cumulative Funding 700602.27

MOD 12 Funding 0.00

Cumulative Funding 700602.27

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SECTION H SPECIAL CONTRACT REQUIREMENTS

All terms and conditions, including clauses, in the Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

5252.202-9101 ADDITIONAL DEFINITIONS (May 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
 - (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) – All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
 - (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION – All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (End of Text)

5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (May 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 47,040 total man-hours of direct labor, including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately 181 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the

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term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include Subcontractor information.

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

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (Sep 1990)

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

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

(End of Text)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein,

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technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

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

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

(End of Text)

CONTRACTOR OPERATED VEHICLES

Contractor-furnished vehicles shall meet the following criteria:

The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration.

The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in one and one-half inch (1 ½") lettering. The color of the marking may be either black or blue to match other vehicle markings, and in close proximity to the USN number.

Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor- furnished equipment or vehicles or personal owned vehicles on Government property.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

CPFF/CPIF/ODC			
ITEM	ALLOTED TO COST	ALLOTED TO FEE	EST. POP THROUGH
7000	████████	████████	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time

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for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs N/A are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

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SECTION I CONTRACT CLAUSES

ALL TERMS AND CONDITIONS, INCLUDING CLAUSES, IN THE MULTIPLE AWARD CONTRACT (MAC) BASIC CONTRACT ARE HEREBY EXPRESSLY INCORPORATED INTO THIS TASK ORDER REQUEST FOR PROPOSAL AND RESULTING TASK ORDER.

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars>

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE

52.227-11 Patent Rights -- Ownership by the Contractor (May 2014)

52.227-13 Patent Rights -- Ownership by the Government (Dec 2007)

252.227-7038 Patent Rights—Ownership by the Contractor (Large Business)(June 2012)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA Variation) (APR 2015)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item(s)			Latest Option Exercise Date
CLIN	Period	Description	
7001	Option 1	Labor	No later than 12 months after task order award date
9001	Option 1	ODC	No later than 12 months after task order award date
7002	Option 2	Labor	No later than 24 months after task order award date
9002	Option 2	ODC	No later than 24 months after task order award date
7003	Option 3	Labor	No later than 36 months after task order award date
9003	Option 3	ODC	No later than 36 months after task order award date
7004	Option 4	Labor	No later than 48 months after task order award date
9004	Option 4	ODC	No later than 48 months after task order award date

(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 option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE I", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

52.222-2 PAYMENT OF OVERTIME PREMIUMS (Jul 1990)

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(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 (**authorized overtime is IAW Offeror's proposal and includes prime and subcontractor burdened overtime**) or the overtime premium is paid for work –

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (5) (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
- (6) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (7) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (8) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (9) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(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
Project Manager	██████████
Senior Financial Analyst	██████████
Mid Level Financial Analyst	██████████

(End of Clause)

52.244-2 SUBCONTRACTS (Oct 2010)

(a) *Definitions.* As used in this clause—

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

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

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

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

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

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s

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written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: Technical Systems Integration Incorporated

(End of Clause)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Dec 2010)

(a) Definitions. As used in this clause --

“Covered Subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.”

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under.”

(b) The Contractor --

(1) Agrees not to –

- (i) Enter into any agreement with any of its employees or independent Contractors that requires, as a condition of

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employment, that the employee or independent Contractor agree to resolve through arbitration

- (A) Any claim under title VII of the Civil Rights Act of 1964; or
 - (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or
- (ii) Take any action to enforce any provision of an existing agreement with an employee or independent Contractor that mandates that the employee or independent Contractor resolve through arbitration—
- (A) Any claim under title VII of the Civil Rights Act of 1964; or (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and
- (2) Certifies, by signature of the contract, that it requires each covered Subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent Contractor performing work related to such subcontract.
- (c) The prohibitions of this clause do not apply with respect to a Contractor's or Subcontractor's agreements with employees or independent Contractors that may not be enforced in a court of the United States.
- (d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.
- (End of Clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION [2015-O0013]) (MAR 2015)

- (a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—
- (1) Subject to extortion or corruption; or
 - (2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.
- (End of clause)

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List (CDRL's)

Exhibit B - DI-MGMT-81991

Attachment J.1 DD 254 Security Form

Attachment J.2 eCRAFT Upload Average Bid Rates v2.2