

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
18

3. EFFECTIVE DATE  
21-Dec-2016

4. REQUISITION/PURCHASE REQ. NO.  
1300614732

5. 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

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 / N00178-04-D-4020-HR02

10B. DATED (SEE ITEM 13)

18-Feb-2014

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)

SEE SECTION G

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

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

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

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

SEE PAGE 2

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

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

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)

22-Dec-2016

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

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**GENERAL INFORMATION**

The purpose of this modification is to add incremental funding in the amount of \$58,862.57. Accordingly, said Task Order is modified as follows:

1. Add incremental labor funding to CLIN 7001 in the amount of \$58,862.57.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,552,374.27 by \$58,862.57 to \$1,611,236.84.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700107	O&MN,N	0.00	58,862.57	58,862.57

The total value of the order is hereby increased from \$1,666,589.39 by \$0.00 to \$1,666,589.39.

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

CLIN/SLIN	From	To
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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
4000	R408	Base Period. CPFF. Program Management Support and Earned Value Management System Support for the Joint and Expeditionary Command and Control Programs in accordance with Section C; PWS and the attachments in Section J. See Section B Notes A & D. (O&MN,N)	7296.0	LH			\$540,026.88
400001	R408	Incremental funding, 2410 authority is hereby invoked (O&MN,N)					
400002	R408	Incremental funding, 2410 authority is hereby invoked (O&MN,N)					
400003	R408	Incremental funding, 2410 authority is hereby invoked (O&MN,N)					
400004	R408	Incremental funding, 2410 authority is hereby invoked (O&MN,N)					
400005	R408	Incremental funding, 2410 authority is hereby invoked (O&MN,N)					
400006	R408	Incremental funding, 2410 authority is hereby invoked (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Base Period. Cost. The contractor shall utilize the Not-To-Exceed (NTE) Other Direct Cost (ODC) amount for Travel and Material stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed as the Contractor's proposed amount. See Section B Notes C & D. (OPN)	1.0	LO	\$0.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	First Option. CPFF. Program Management Support and Earned Value Management System Support for the Joint and Expeditionary Command and Control Programs in accordance with Section C; PWS and the attachments in Section J. See Section B Notes A, B & D. (O&MN,N)	7296.0	LH			\$550,456.32

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700001	R408	Incremental funding, 2410 authority is hereby invoked (O&MN,N)					
700002	R408	Incremental funding, 2410 authority is hereby invoked (O&MN,N)					
700003	R408	Incremental funding, 2410 authority is hereby invoked (O&MN,N)					
7001	R408	Second Option. CPFF. Program Management Support and Earned Value Management System Support for the Joint and Expeditionary Command and Control Programs in accordance with Section C; PWS and the attachments in Section J. See Section B Notes A & D. (O&MN,N)	7296.0	LH			\$559,883.52
700101	R408	Incremental funding, 2410a authority is hereby invoked (O&MN,N)					
700102	R408	Incremental funding, 2410a authority is hereby invoked (O&MN,N)					
700103	R408	Incremental Funding, 10 U.S.C. 2410a authority is being invoked (O&MN,N)					
700104	R408	Incremental Funding, 10 U.S.C. 2410a authority is being invoked (O&MN,N)					
700105	R408	Incremental Funding, 10 U.S.C. 2410a authority is being invoked (O&MN,N)					
700106	R408	Engineering Support (VSE) IAW Para 3.1, 3.2, 3.3, 3.4, 3.5 PR: 1300606113 (O&MN,N)					
700107	R408	Incremental Funding, 10 U.S.C. 2410a authority is being invoked (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	First Option. Cost. The contractor shall utilize the Not-To-Exceed (NTE) Other Direct Cost (ODC) amount for Travel and Material stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed as the Contractor's proposed amount. See Section B Notes B, C & D. (O&MN,N)	1.0	LO	
900001	R408	Incremental funding, 2410 authority is hereby invoked (O&MN,N)			
900002	R408	Incremental funding, 2410 authority is hereby invoked (O&MN,N)			
9001	R408	Second Option. Cost. The contractor shall utilize the Not-To-Exceed (NTE) Other Direct Cost (ODC) amount for Travel and Material stated in Section L. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed as the Contractor's proposed amount. See Section B Notes B, C & D.	1.0	LO	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		(O&MN,N)			
900101	R408	Incremental funding, 2410a authority is hereby invoked (O&MN,N)			
900102	R408	Incremental funding, 2410a authority is hereby invoked (O&MN,N)			

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT

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. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) 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 severable services that begin in one fiscal year and end in the next fiscal year. When applicable, CLINs and SLINs that invoke 10 U.S.C. 2410(a) authority shall include "2410(a) authority is hereby invoked" in their respective Section B details.

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**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)

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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 (NSWC PCD)

#### 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 Combat Operations Center Version 1, 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 of 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
CDRL	Contract Data Requirements List
COR	Contracting Officers Representative
CPI	Critical Program Information
CSS	Contracting Support Service
CUI	Controlled Unclassified Information

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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
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
ISEA	In-Service Engineering Agent
IT	Information Technology
JEXC2	Joint and Expeditionary Command and Control
MAGTF	Marine Air Ground Task Force
MSR	Monthly Status Report
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
OPSEC	Operations Security
PE	Project Engineer
PEO	Program Executive Officer
POC	Point of Contact
PWS	Performance Work Statement

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SAAR	Systems Authorizar 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 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) CJCSI 3020.01 Managing, Integrating, and Using Joint Deployment Information Systems, 30 May 2000
- (c) CJCSI 6212.01B Interoperability and Supportability of National Security Systems, and Information Technology Systems, 8 May 2000
- (d) CJCSI 3170.01C Joint Capabilities Integration and Development System, 24 June 2003
- (e) 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 expertise 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



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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. Contractor support is required 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 (**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 Contractor shall utilize personnel who are trained in and assigned the NERP role of Contracting Support Service (CSS) Temp to access data and conduct planning in NERP. The analysis of planned and actual data will include the following specific efforts:

#### 3.1.1.1 Tracking of Actual Cost Data

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

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- Planned vs. actual by work package
- Planned vs. actual by cost category

and deliver to the COR (**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 Monthly Status Report (see PWS paragraph 3.5).

### **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
- 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 the COR inputs. The Contractor shall provide periodic reports to the COR on their tasks' status. Updated integrated master schedule shall be posted to the DJC2 website (<https://www.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. 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 COR with analysis of schedule information to facilitate focus on troubled areas. Periodic support will be required for contingency schedule analysis to determine planning options. Reports on schedule analysis shall be provided on a monthly basis, at a minimum (**CDRL A006**).

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### 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 A009**), 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 (<https://www.DJC2.org>) 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.

### 3.5 Monthly Status Reporting

The Contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report the progress monthly. Initial submission shall be made within 15 days of the end of the first full month of performance. (**CDRL A009**).

The Monthly Status Report (MSR) shall include the following topics:

- Narrative summary of the work performed and results obtained
- Anticipated activities for the following month
- An explanation of deviations from the last month's projections
- Current or projected problems and issues being worked by the Contractor
- Current or projected problems and issues requiring Government attention
- Trip Reports for travel performed including highlights and summaries of technical discussion(s), action items and a list of attendees
- Updates to Integrated Master Schedule

#### 3.5.1 Monthly EVM Reporting

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 monthly 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

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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 15<sup>th</sup> day of each month.

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. **(CDRL A009)**

### **3.6 Travel**

Contractor personnel may be required to travel to Washington, DC or its environs to support this effort. The Contractor shall submit a cost estimate of travel expenses for each trip. Approval by the COR is required prior to departure. All travel costs shall be in accordance with the Joint Federal Travel Regulations (JFTR).

### **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 Building 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 544 facility manager within 30 days after award.

### **3.8 Purchases**

Only items directly used for this Task Order, for work within the scope of the PWS, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases less than \$3,000 shall be approved by the COR and shall be itemized on the invoice. Individual purchases above \$3,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. Each purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the recommended vendor. 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. All Information Technology requirements and equipment, 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. All procurements will be procured in accordance with applicable contract clauses and shall be traceable back to contractor monthly reports. FAR Clause 52.245-1 is applicable.

### **3.9 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 SF85P.

(b) For directions on completing the SF85P, the Contractor is instructed to consult with their company's Security Manager. 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.

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(c) For DoD Information Assurance Awareness training, please use this site: <http://iase.disa.mil/index2.html>. DIRECTIONS: On the right side under "IA Training:" select IA Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness".

(d) All Contractor personnel requiring access to NERP will require a Common Access Card (CAC). Instructions for access to CAC will be forthcoming at time of award.

In order to access the NERP System as required by section 3.9 of the PWS and because NERP access has been denied to all but Navy Marine Corps Intranet (NMCI) computers, three NMCI laptop computers with NMCI Wi-Fi cards will be issued to the contractor as Government Furnished Equipment (GFE). GFE will be transferred to the contractor through signed receipt of a DD-1149. The DD-1149 will list the NMCI asset number for each computer.

The contractor shall use the NMCI laptops in their company offices to connect to the NMCI network and NERP through the NMCI Broadband Unclassified Remote Access Service (BURAS). In order to maintain the cyber security posture and because NMCI does not push software version updates over BURAS, the contractor shall, as directed by the COR or contracting office, return the three GFE NMCI computers to NSWC PCD and leave them plugged into the NMCI network overnight to allow software version updates to be pushed to the GFE NMCI laptops. At, or before the conclusion of the contract, the three GFE NMCI laptop computers and NMCI Wi-Fi cards will be returned to Contracting Officer Representative and a signed receipt received.

#### **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 SECURITY**

The Contractor may 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 National Agency Check with Law and Credit (NACLC) with clearance eligibility determined by the Defense Industrial Security Clearance Office (DISCO).

#### **5.1 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 DoN Central Adjudication Facility.

#### **5.2 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.

#### **5.3 Controlled Unclassified Information (CUI)**

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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 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. The Contractor will not release any CUI.

#### **5.4 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 Freedom of Information Act (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. The Contractor will not release any FOUO.

#### **5.5 Information Security Guidelines for Protection of Unclassified DoD Information on Non-DoD Systems (per DTM 08-027)**

Information Safeguards, below, are applicable to:

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

##### Information Safeguards

- a. Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- b. Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- c. Sanitize media (e.g., overwrite) before external release or disposal.
- d. Encrypt information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.
- e. Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- f. Transmit e-mail, text messages, and similar communications 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). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
- g. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- h. Do not post DoD information to Web site pages that are publicly available or have access limited only by

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domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of Transport Layer Security (TLS) or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

Provide protection against computer network intrusions and data exfiltration, minimally including the following:

- (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
- (2) Monitoring and control of inbound and outbound network traffic as appropriate (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.
- (3) Prompt application of security-relevant software patches, service packs, and hot fixes.

Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other agreements. The Contractor shall report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

## 5.6 Operations Security

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, 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 or movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions or 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.

## 5.7 Security Requirements

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The Contractor, Contractor employees, and subcontractors shall become familiar with and obey all applicable activity regulations, directives and instructions, including fire, traffic, safety and security regulations. All personnel employed on the activity shall keep within the limits of the worksite and avenues of ingress and egress and shall not enter any restricted areas unless required to do so and cleared for such entry.

The Contractor shall comply with all federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the Contracting Officer, when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the possibility of a breach of the activity's security or interrupt the continuity of its operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control in connection with work under the contract, may subject the Contractor, his agents or employees, to criminal liability under 18 U.S.C., Sections 793 and 798. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of the contract, the resolution of which may require the dissemination of official information, will be directed to the activity Commanding Officer. Deviations from, or violations of, any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

## **6.0 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 ultimately 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.

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



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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 will 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

(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.

## **7.0 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 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.

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(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.

## **8.0 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>.

## **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).

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

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

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

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

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

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

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

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

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

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

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## SECTION D PACKAGING AND MARKING

### 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) Whether the contract was competitively or non-competitively awarded
- 5) Sponsor: Name of Individual Sponsor, Name of Requiring Activity, City and State

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

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### DISTRIBUTION LIMITATION STATEMENT

Distribution Statement D - Distribution authorized to the Department of Defense and U.S DOD Contractors only; Administrative or Operational Use (date statement applied).

Other request for this document shall be referred to: Commander, Naval Surface Warfare Center Panama City Division, Panama City, FL 32407 ATTN: Code E20S

Destruction Notice - For classified documents, follow the procedures in DOD 5220.22M, National Industrial Security Program Operating Manual and Chapter 5, Section 7 of DOD 5200.1R, Information Security Program Regulation. For unclassified limited documents, destroy by any method that will prevent disclosure of the contents or reconstruction of the document.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama Division, as specified in the Quality Assurance Surveillance Plan (QASP) attached. The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	2/18/2014 - 2/17/2015
6000	2/18/2014 - 2/17/2015
7000	2/18/2015 - 2/17/2016
7001	12/21/2015 - 12/20/2016
9000	2/18/2015 - 2/17/2016
9001	12/21/2015 - 12/20/2016

### CLIN - DELIVERIES OR PERFORMANCE

Services described in this Task Order may be performed at the Contractor's facility, Government facilities identified in Section H and, as applicable, travel locations specified by the COR. Location is dependent upon type of task being performed.

### DURATION OF TASK ORDER PERIOD

This Task Order shall become effective on the date of award and shall continue for a period of one year. The order may continue for up to two additional years if the options are exercised.

The period of performance for the options are from the date the option is exercised through 12 months thereafter.

The base period of performance is as follows:

4000 From 18 February 2014 - 17 February 2015  
6000 From 18 February 2014 - 17 February 2015

The estimated period of performance for the options are as follows:

#### OPTION 1

7000 Exercise of Option 1 through 12 months thereafter  
9000 Exercise of Option 1 through 12 months thereafter

#### OPTION 2

7001 Exercise of Option 2 starting December 21, 2015 through 12 months thereafter  
9001 Exercise of Option 2 starting December 21, 2015 through 12 months thereafter

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## SECTION G CONTRACT ADMINISTRATION DATA

### GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

#### Procurement Contracting Officer:

[REDACTED]

#### Contract Specialist:

[REDACTED]

#### Ombudsman

[REDACTED]

#### Contracting Officer Representative

[REDACTED]

#### Defense Contract Management Agency (DCMA)

DCMA Manassas  
10500 Battleview Parkway, Suite 200  
Manassas, VA 20109-2342

#### Defense Finance and Accounting Services (DFAS)

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

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### ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort, all funding is identified/obligated at the sub contract line item (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional area or Technical Instruction that is funded incrementally could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

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### PAYMENT INSTRUCTIONS

In accordance with DFARS Procedures, Guidance, and Information (PGI) 204.7108 (a) (2) - Payment Instructions, the Contracting Officer has determined that payment instructions apply to this Task Order. This Task Order contains contract line items (CLINs) that are funded by multiple accounting classifications.

(a) This contract will be funded by multiple accounting classification citations and allotted by SLIN(s) to the main

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allocation CLIN(s).

(b) Payments shall be made from the accounting classification citations from the specific SLIN(s) in which they are invoiced. Money shall not be moved from one SLIN to another SLIN to pay an invoice.

(c) The Contractor shall cooperatively identify the appropriate SLIN(s) to the Contracting Officer's Representative (COR) prior to submitting invoice.

(d) Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs or changing existing ACRNs, the above payment instructions shall apply, unless specific revised payment instructions are provided as part of a contract modification.

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## PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

### 252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below; exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item ACRN Order:

CLIN(s) 4000 and 6000 as follows: Pay from the ACRN listed on the Contractor's Invoice.

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## INVOICE INSTRUCTIONS (WAWF)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003); the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for Government Contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide."

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

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

Type of Document (contracting officer check all that apply)

Invoice (FFP Supply & Service)

Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)



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ISSUE DODAAC	N61331
ADMIN DODAAC	S204A
PAY OFFICE DODAAC	HQ0338
INSPECTOR DODACC	LEAVE BLANK
SERVICE ACCEPTOR DODAAC	N61331
SERVICE APPROVER DODAAC	N61331
SHIP TO DODAAC	N61331
DCAA AUDITOR DODAAC	HAA645
LPO DODAAC	N61331
INSPECTION LOCATION	SEE SECTION E
ACCEPTANCE LOCATION	SEE SECTION E

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

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

Send Additional Email Notification To:

James.Chalkley@navy.mil

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 1-866-618-5988 number. Questions may be sent via email to nswcpd\_wawf@navy.mil.

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## **HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

(a) 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.

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## EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

### Accounting Data

SLINID	PR Number	Amount
400001	130040115900001	158353.00
LLA :		
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002105428		

400002	130040361700001	75000.00
LLA :		
AB 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002128645		

BASE Funding 233353.00  
Cumulative Funding 233353.00

### MOD 01

400003	130041848500001	49822.00
LLA :		
AC 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002241080		

400004	130041892200001	89122.00
LLA :		
AD 17X4557 1Q10 252 SH385 0 050120 2D 000000 A00002243750		

MOD 01 Funding 138944.00  
Cumulative Funding 372297.00

### MOD 02

400005	130044564200001	117000.00
LLA :		
AE 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002432437		

MOD 02 Funding 117000.00  
Cumulative Funding 489297.00

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MOD 03

400006 130046204600001 [REDACTED]  
 LLA :  
 AF 1751804 5C1C 252 00039 0 050120 2D 000000 A00002590532  
 Document Number N4027314RC0037Q

MOD 03 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 04 Funding 0.00  
 Cumulative Funding 540026.88

MOD 05

400006 130046204600001 [REDACTED]  
 LLA :  
 AF 1751804 5C1C 252 00039 0 050120 2D 000000 A00002590532  
 Document Number N4027314RC0037Q

MOD 05 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 06

700001 130047903200001 [REDACTED]  
 LLA :  
 AF 1751804 5C1C 252 00039 0 050120 2D 000000 A00002731598  
 900001 130047903200002 [REDACTED]  
 LLA :  
 AF 1751804 5C1C 252 00039 0 050120 2D 000000 A00002731598

MOD 06 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 07

900002 130049813100001 [REDACTED]  
 LLA :  
 AE 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002871378

MOD 07 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 08

700002 130050549300001 [REDACTED]  
 LLA :  
 AG 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002920765

MOD 08 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 09

700003 130051170000001 [REDACTED]  
 LLA :  
 AH 17X4557 1Q10 252 SH385 0 050120 2D 000000 A00002963983  
 Standard Number: N0002415WX03755

MOD 09 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 10 Funding 0.00  
 Cumulative Funding [REDACTED]

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MOD 11

700101 130054020300001 [REDACTED]  
 LLA :  
 AJ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003196783

900101 130054020300002 [REDACTED]  
 LLA :  
 AJ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003196783

MOD 11 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 12

900102 130054514500001 [REDACTED]  
 LLA :  
 AK 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003238072

MOD 12 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 13

700102 130055251700001 [REDACTED]  
 LLA :  
 AL 1761804 5C1C 251 00039 0 050120 2D 000000 A00003298642

MOD 13 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 14

700103 130055788500001 [REDACTED]  
 LLA :  
 AM 1761804 5C6C 257 00039 0 050120 2D 000000 A00003338431

700104 130055732700001 [REDACTED]  
 LLA :  
 AN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003334345

MOD 14 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 15

700105 130056491100001 [REDACTED]  
 LLA :  
 AP 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003390494

MOD 15 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 16 Funding 0.00  
 Cumulative Funding [REDACTED]

MOD 17

700106 130060611300001 [REDACTED]  
 LLA :  
 AQ 1771804 5T6M 257 00039 0 050120 2D 000000 A00003694427  
 This incremental funding is provided by funding document N0003917WX00474.

MOD 17 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

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MOD 18

700107 130061473200001

LLA :

AR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003762429

Standard Number: N0003917WX00674

MOD 18 Funding

Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 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.

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### 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 [REDACTED] total man-hours of direct labor, including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 (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 140 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

(g) 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

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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)

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## **BASIC CONTRACT CLAUSES**

As applicable, all clauses contained in the basic, multiple award contract apply to any Task Order resulting from this solicitation.

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## **CHANGES IN KEY PERSONNEL**

(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) The Contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed key personnel substitutions 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 thirty (30) days, or forty-five (45) 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;
- 3) The hourly rates of the incumbent and the proposed substitute;
- 4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- 5) 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.

(c) In the event a requirement to increase the specified level of effort for a designated key labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

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(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

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**NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following: (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual 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.

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**CAPPED RATES**

The Offeror shall apply realistic rates that do not exceed the maximum capped rates contained in the basic contract. The Offeror shall identify each capped rate contained in its SeaPort contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the Task Order awarded as a result of this solicitation.

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**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:

<b>CPFF/CPIF/ODC</b>			
<b>ITEM</b>	<b>ALLOTED TO COST</b>	<b>ALLOTED TO FEE</b>	<b>EST. POP THROUGH</b>
4000	██████████	██████████	
9000	██████████	0.00	
9001	██████████	0.00	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.



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(c) CLINs/SLINs 6000, 7000 and 7001 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

### BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract apply to any task order resulting from this solicitation.

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#### **52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**

**52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (DEC 2007)**

**52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007)**

**252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (DEC 2007)**

**252.227-7013 RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS (NOV 1995)**

**252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)**

**252.227-7016 -- RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)**

**252.227-7019 -- VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (JUN 1995)**

**252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)**

**252.227-7030 -- TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)**

**252.227-7037 -- VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)**

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revision to prevailing labor rates provided by the secretary of labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the end of the task order.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years unless the option to extend services in accordance with 52.217-8 is invoked.

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#### **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 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

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otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

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## **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 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)

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## **SECTION J LIST OF ATTACHMENTS**

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

Attachment J.2 - DD 254 Security Form