

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NUMBER 24		3. EFFECTIVE DATE 03/01/2021		4. REQUISITION/PURCHASE REQUISITION NUMBER 1300871001		5. PROJECT NUMBER (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City, FL 32407-7001		CODE N61331		7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE, MD 21202-3375		CODE S2101A SCD C	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) AVIAN, Inc. 22111 Three Notch Road Lexington Park, Maryland 20653				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER <input type="checkbox"/> 9B. DATED (SEE ITEM 11)		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-14-D-7635/HR01 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 08/16/2016	
CODE 345J8		FACILITY CODE 137893942					

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes - Cost Reimbursement and 52.232-22 Limitation of Funds
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED]	03/01/2021	[REDACTED]	03/01/2021
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

General Information

The purpose of this modification is to (1) add incremental funding, (2) update Section B's "HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)" Fixed Fee Table, (3) update Section C to include "3.15 Personnel Roster (CDRL A012)," and (4) revise the Contract Data Requirements List (CDRL).

Accordingly, the Task Order is modified as follows:

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

CLIN/SLIN	Fund Type	From	By	To
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the task order is hereby increased/decreased from [REDACTED].

Section B - Supplies and Services has been updated to include a revision of the HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010) FIXED FEE TABLE. The previous version of the table contained a fixed fee/hour amount that exceeded the ceiling amount and did not correspond with the 5% fee specified in Section H's NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008). The table has been updated as follows:

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)						
FIXED FEE TABLE						
Section B Cost Items		Hourly Rates			Totals	
CLIN	Qty (Hrs)	Estimated Hourly Rate (Rate)?	Fixed Fee/Hour (FF)?	Fixed Fee (Hrs * FF)	Estimated Cost (Hrs * Rate)	
7000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7002	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7003	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7004	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

?Estimated Hourly Rate (Rate) and Fixed Fee/Hour (FF) are rounded.

Section C - Description/Specifications/Statement of Work has been updated to include the following:

3.15 Personnel Roster (CDRL A012)

The Contractor shall provide a personnel roster of all employees assigned to this contract or task order in accordance with CDRL A012 with the following information:

- Change Status (Add / Change / Remove)
- Contract #
- Contract end date
- COR / Government Point of Contact (SAME)
- Company Name
- Name (Last, First, Middle)
- Department / Office Code of employee

- Email Address
- Telephone number
- On Site Task Lead
- On-site location (if applicable)
- Report Date
- Departure Date

The Contractor shall maintain the list to be up to date on a bi-weekly basis.

The Contract Data Requirements List has been updated to include the Contractor's Personnel Roster.

All other Task Order terms and conditions remain unchanged.

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 41			
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-14-D-7635		2. DELIVERY ORDER/CALL NO. HR01		3. DATE OF ORDER/CALL (YYYYMMDD) 2021MAR01	4. REQUISITION/PURCH REQUEST NO. 1300871001	5. PRIORITY DO-C9		
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City, FL 32407-7001			CODE N61331	7. ADMINISTERED BY (If other than 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE, MD 21202-3375		CODE S2101A	8. DELIVERY FOB SCD: C <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR NAME AND ADDRESS ● AVIAN, Inc. 22111 Three Notch Road ● Lexington Park, MD 20653			CODE 345J8	FACILITY 137893942	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
14. SHIP TO SEE SECTION F			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264		CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					PURCHASE <input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein.
<p>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</p>								
AVIAN, Inc.		SIGNATURE		TYPE NAME AND TITLE		DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:								
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE								
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT	
	SEE SCHEDULE							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA BY: _____			03/01/2021 CONTRACTING/ORDERING OFFICER	25. TOTAL 26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:								
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	29. D.O. VOUCHER NO.	30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			
37. RECEIVED AT	38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.		

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Incremental funding in the amount of [REDACTED] 10 U.S.C. 2410a Authority being invoked. (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
700001	R425	Incremental funding in the amount of \$ [REDACTED]					
700002	R425	Incremental funding in the amount of \$ [REDACTED]					
700003	R425	Incremental funding in the amount of [REDACTED], 10 U.S.C. 2410a Authority is being invoked. ([REDACTED])					
700004	R425	Incremental funding in the amount of \$ [REDACTED] 10 U.S.C. 2410a Authority is being invoked. ([REDACTED])					
700005	R425	Incremental funding in the amount of \$ [REDACTED] 10 U.S.C. 2410a Authority is being invoked. ([REDACTED])					
7001	R425	LABOR (OPTION 1) - See Section B, notes A, B, & D. Non-personal services to provide ABS Test & Financial Management Support IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Attachment 1; and all other Section J attachments. (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
700101	R425	Incremental funding in the amount of [REDACTED] 10 U.S.C. 2410a Authority is being invoked. ([REDACTED])					
700102	R425	Incremental funding in the amount of \$ [REDACTED] 10 U.S.C. 2410a Authority is being invoked. ([REDACTED])					
700103	R425	Incremental funding in the amount of [REDACTED] 10 U.S.C. 2410a Authority is being invoked. ([REDACTED])					
700104	R425	Incremental funding in the amount of \$ [REDACTED] 10 U.S.C. 2410a Authority is being invoked. ([REDACTED])					
700105	R425	Incremental funding in the amount of [REDACTED] 10 U.S.C. 2410a Authority is being invoked. ([REDACTED])					
700106	R425	Incremental funding [REDACTED] 10 USC 2410a applies [REDACTED]					
7002	R425	Engineering Services for period 16 Aug 2018 - 15 Aug 2019. Non-personal services to provide ABS Test & Financial Management Support IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Attachment 1; and all other Section J attachments. (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
700201	R425	Incremental funding [REDACTED]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700202	R425	PR # 1300757815 Incremental Funding [REDACTED]					
700203	R425	PR#1300786009 Incremental Funding [REDACTED]					
700204	R425	PR# 1300787138 Incremental Funding [REDACTED]					
7003	R425	LABOR (OPTION 3) - See Section B, notes A, B, & D. Non-personal services to provide ABS Test & Financial Management Support IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Attachment 1; and all other Section J attachments. (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
700301	R425	PR# 1300783787. ACRN: AQ. ([REDACTED])					
700302	R425	PR# 1300786009. ACRN: AP. ([REDACTED])					
700303	R425	PR# 1300783787. ACRN: AT. ([REDACTED])					
700304	R425	PR# 1300823992. ACRN: AR. ([REDACTED])					
700305	R425	PR# 1300849674. ACRN: AS. ([REDACTED])					
7004	R425	LABOR (OPTION 4) - See Section B, notes A, B, & D. Non-personal services to provide ABS Test & Financial Management Support IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Attachment 1; and all other Section J attachments. (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
700401	R425	Incremental funding in the amount of [REDACTED] U.S.C. 2410a Authority is being invoked. [REDACTED]					
700402	R425	Incremental funding in the [REDACTED]					

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC (BASE YEAR). See Section B, Notes C & D. Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7000. ODCs are non-fee bearing. (Fund Type - TBD)	[REDACTED]	Lot	[REDACTED]
900001	R425	Incremental funding in the amount of [REDACTED]			
900002	R425	Incremental funding in the amount of [REDACTED] U.S.C. 2410a Authority is being invoked. ([REDACTED])			
900003	R425	Incremental funding in the amount of [REDACTED]. 10 U.S.C. 2410a Authority is being invoked. [REDACTED]			
900004	R425	Incremental funding in the amount of [REDACTED]. 10 U.S.C. 2410a Authority is being invoked. [REDACTED]			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R425	ODC (OPTION 1). See Section B, Notes B, C, & D. Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7001. ODC's are non-fee bearing. (Fund Type - TBD)	█	Lot	█
900101	R425	Incremental funding in the amount of █ 10 U.S.C. 2410a Authority is being invoked. █			
900102	R425	Incremental funding in the amount of █ 10 U.S.C. 2410a █ (█)			
900103	R425	Incremental funding. █ 10 USC 2410 applies (█)			
9002	R425	Other Direct Costs (ODCs) for period 16 Aug 2018- 15 Aug 2019. Travel and materials in support of CLIN 7002. ODC's are non-fee bearing. (Fund Type - TBD)	█	Lot	█
900201	R425	Incremental funding \$ █			
900202	R425	PR# 1300758646 Incremental Funding \$ █			
900203	R425	PR# 1300787138 Incremental Funding █			
9003	R425	ODC (OPTION 3). See Section B, Notes B, C, & D. Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7003. ODC's are non-fee bearing. (Fund Type - TBD)	█	Lot	█
900301	R425	PR# 1300786009. ACRN: AP. (█)			
900302	R425	PR# 1300823992. ACRN: AR. █			
█	█	█ B, C, & D. Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7004. ODC's are non-fee bearing. (Fund Type - TBD)	█	Lot	█
900401	R425	Incremental funding in the amount of \$ █ 10 U.S.C. 2410a Authority is being invoked. (█)			
900402	R425	Incremental funding in █ █ █			

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d))

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

NOTE B: OPTION

CLIN which may be unilaterally exercised.

NOTE C: ODC

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

NOTE D: CONTRACTS CROSSING FISCAL YEARS

In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating this note, 10 U.S.C. 2410(a) authority applies authorizing use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve months; the CLIN must begin in the fiscal year the appropriation would normally have been available.

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

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

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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

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

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

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)					
FIXED FEE TABLE					
Section B Cost Items		Hourly Rates		Totals	
CLIN	Qty (Hrs)	Estimated Hourly Rate (Rate)?	Fixed Fee/Hour (FF)?	Fixed Fee (Hrs * FF)	Estimated Cost (Hrs * Rate)
7000	████	████	████	████	████
7001	████	████	████	████	████
7002	████	████	████	████	████
7003	████	████	████	████	████
7004	████	████	████	████	████
?Estimated Hourly Rate (Rate) and Fixed Fee/Hour (FF) are rounded.					

(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.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.
-

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

This entire contract is cost type.

Labor CLINS 7000 through 7004 are Cost Plus Fixed Fee. ODC CLINS 9000 through 9004 are Cost Only.

Section C - Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT (PWS) FOR ASSAULT BREACHING SYSTEM INTEGRATION, TEST, AND FINANCIAL MANAGEMENT SUPPORT

15 June 2015

1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD) Assault Breaching System (ABS) program is a complex system of systems in a critical development, testing, planning and preparation phase for multiple contracts and suppliers. The ABS program requires support personnel experienced with systems and industrial engineering, acquisition, testing, financial, and schedule tracking to support the Technical Direction Agent (TDA) in oversight of ABS' Coastal Battlefield Reconnaissance and Analysis (COBRA) Block I, Block II and Block III, JABS, and Precision Navigation programs. The Contractor shall provide non-personal technical services to support testing of the programs as well as to support monitoring and maintaining the program's budgeting and schedule process currently being provided to COBRA, JABS, Precision Navigation, and the Sponsor (PMS 495).

1.1 Acronyms

ACRONYM	DEFINITION
ABS	Assault Breaching System
AQL	Acceptable Quality Level
CAC	Common Access Card
CDB	Corporate Data Base
CM	Configuration Management
CMPro	Configuration Management Professional
COBRA	Coastal Battlefield Reconnaissance and Analysis
COR	Contracting Officer Representative
CUI	Controlled Unclassified Information
DoD	Department of Defense
eCRAFT	Electronics Cost Reporting and Financial Tracking
EPRU	eCRAFT System Periodic Report Utility
iRAPT	Invoicing, Receipt, Acceptance, and Property Transfer
JABS	Joint Assault Breach System
NERP	Navy Enterprise Resource Planning
NMCI	Navy Marine Corps Intranet
NSA PC	Naval Support Activity Panama City
NSWC PCD	Naval Surface Warfare Center Panama City Division
NWA	Network Activity
ODC	Other Direct Costs
OPSEC	Operations Security
PCO	Procuring Contracting Officer
PPE	Personal Protection Equipment
QAPP	Quality Assurance Program Plan
QASP	Quality Assurance Surveillance Plan
S&HP	Safety & Health Program
SOP	Standard Operating Procedure
TI	Technical Instruction
TLS	Transport Layer Security
TSRC	Test Safety Review Committee
WBS	Work Breakdown Structure

2.0 APPLICABLE DOCUMENTS

The following specifications, standards and handbooks form a part of this PWS to the extent cited herein. In the event of conflicts between the

documents referenced herein, and the contents of this PWS, the PWS shall supersede. The Contractor may voluntarily choose to use military specifications and standards in establishing requirements for their subcontractors.

2.1 Military Standards for all ABS Programs

MIL-STD-129P	Guidance	Military Marking for Shipment and Storage	19 Sep 07
MIL-STD-130N	Guidance	Identification Marking of US Military Property	17 Dec 07
MIL-STD-2073-1E	Guidance	DoD Standard Practice for Military Packaging	7 Jan 11

2.2 Military Specifications for all ABS Programs

None

2.3 Other Applicable Documents for ABS

ANSI/EIA 649	Guidance	National Consensus Standard for Configuration Management	1 Apr 04
ANSI/ISO/ASQ9001-2008	Guidance	Quality Management System Requirements	14 Nov 10
ASTM D 3951-10	Guidance	Standard Practice for Commercial Packaging	15 Aug 10

3.0 REQUIREMENTS

3.1 Weekly Meetings

The Contractor shall attend weekly COBRA meetings to report on the status of ongoing tasking. The meeting schedule will be developed by NSWC PCD; however, meetings will normally be held the first work day of the week.

3.2 Program Meetings

The contractor shall provide technical and administrative support to monthly program reviews, interface meetings, technical interchange meetings, In Process Reviews, etc. at NSWC PCD, the Program Office, or Contractor Facilities as requested. This support will include: 1) technical support with respect to system integration and test set-up; and 2) programmatic support with respect to program scheduling and budgeting plans. Minutes/notes will be provided as needed after each meeting. A contractor supplied laptop computer with MS Word, MS PowerPoint, MS Excel and MS Project will be required to support the effort. **(CDRL A001, A002)**

3.3 Master Schedule Tracking

The Contractor shall prepare and maintain a Master Task Schedule for the ABS Programs, including COBRA, JABS, and Precision Navigation. This schedule will document ongoing program tasks, milestones, and issues for both the top-level program and the subset functional areas. The Contractor shall develop a method of tracking the progress of each task that will be approved by the Program Manager and shall update the schedule or develop new schedules as required (estimate monthly). The Government will provide input in Microsoft Project as well as hard copy, verbal input (conference), and/or electronic mail. Printouts will be required to reflect different data calls such as; all tasks for the fiscal year, project-specific tasks for the fiscal year, equipment requirements, etc. **(CDRL A003)**

3.4 Program Sponsor Support

The Contractor shall support the NSWC PC Assault Breaching Systems (ABS) team in the development of inputs to support PMS 495, the Program Sponsor, and required programmatic budget inputs for NSWC PCD management. This support will primarily be for the Joint Assault Breaching System (JABS), Precision Navigation, and Coastal Battlefield Reconnaissance and Analysis (COBRA) programs of ABS. Financial management support shall consist of documentation, maintenance, organization, and tracking of project funding documents, financial reports, Spend Plans, Project Work Plans, Task Cost Estimates, Network Activity (NWA) lists, and contract status management. Financial documentation updates will be delivered in the form of charts and diagrams on an as required basis (estimate bimonthly). Support shall also include assistance in documentation development and reporting on program acquisition planning and strategy, Milestone Status, Milestone Documents, POM inputs, and work breakdown structure (WBS) financial tracking. The contractor shall review documentation for grammar and correct format. The

Contractor shall update milestones in the NSW PC Project and ERP and shall provide an electronic report of ERP data in the status reports as required. The Contractor shall update the PMS 495 Program Office on-line planning tool, as required, and provide a monthly financial execution report. A non-disclosure agreement will be required for this contractor support. Deliverables shall consist of printouts and/or electronic copies of ERP or the PMS 495 Tool data as needed. **(CDRL A004)**

3.5 Engineering and Test and Evaluation (T&E) Support

The Contractor shall provide technical T&E support for ABS test events. The Contractor shall provide technical and T&E support for all phases of development, acquisition, sustainment programs, and project testing. Activities include, but are not limited to, planning, executing, and reporting on test events. As directed by the COR, the Contractor shall support the Govt. in the design and fabrication of one of a kind equipment and instrumentation to support test events. The Contractor shall provide personnel, material, and equipment necessary to perform all tasks related to test and evaluation across the ABS acquisition lifecycle. This shall include procurement or development of test systems and fixtures, prototyping of hardware, limited production of associated systems, support of in-service systems, integration of systems and instrumentation, installation of hardware, testing of systems and subsystems, and fielding of systems. In order to prevent a conflict of interest or the appearance of a conflict of interest, the contractor shall not provide any T&E services on systems or equipment in which it is the manufacturer, developer, or designer. Contractor test support will include hardware assembly, building test cables and/or lab assets, setup, maintenance, acting as a qualified Safety Observer, installing test target fields with mine shapes and other obstacles, removal of system components used during testing, and acting as a lab manager. The contractor shall assist in Configuration Management (CM) of the COBRA assets, inventory tracking of lab and warehouse items, packaging and preparation of assets for shipping (such as providing information for 1149 forms or shipping forms or transporting equipment from the lab or Govt. warehouse to the NSW PCD shipping dept.) prior to test events. This may include data entry into applications such as CMPro and Enterprise Resource Planning (ERP). Support will also include monitoring testing, ground and in-flight operation of systems, conducting independent analysis, collecting and analyzing data, supporting NSW PCD analysis, developing test documentation, and assisting in configuration management. Estimate that 2 major program tests (1 month duration each) will be conducted during each base or award period. Overtime is anticipated for each significant and major test event to support data consolidation, back-up, and analysis. Approximately 100 hours of overtime per month per person is anticipated during a typical test event. NSW PCD Support Codes will provide the primary materials support to the testing; however, on an emergency basis, the Contractor shall supply parts, equipment, and material necessary to support testing and analysis. The Government will provide a vehicle (such as a GEM golf cart, etc) for the Test Event Support and the contractor is authorized to drive the Government vehicle. However, on an emergency basis, the contractor shall supply vehicles (such as a Mule or Gator four wheel drive vehicle or pickup truck) to support testing. Anticipate 2 months of vehicle rental support required per year which will be paid under the ODC CLIN. **(CDRL A005, A007)**

The following Functional Task areas are representative of tasking that shall be required:

- Systems and Equipment Developmental Testing
- Systems and Equipment Installation and Checkout
- System Qualification Test Support
- Systems and Equipment Acceptance Testing
- Systems and Equipment Post Delivery Testing
- Systems and Equipment Operational Testing
- Design and Fabrication of Test Fixtures
- Design and Fabrication of Test Articles and Prototypes

3.6 Test Documentation

The Contractor shall provide a qualified pool of test support personnel capable of working with NSWPCD T&E processes. The Contractor shall support safe planning and conduct of test events, support system analyses, generate test documentation (including test plans, flight briefs, test logs, mission summaries, daily situational reports, quick look test reports, and detailed final test reports), and provide daily updated test schedules for development and testing phases. The Contractor shall review requirements, specifications, and test plans, offer recommendations, provide written opinions, assist in planning and test execution. The Contractor shall gather, examine, and interpret information provided by the COR such as capabilities documents, specifications, and drawings to develop approaches to T&E related tasking. This shall include, but is not limited to preparing Test Execution Plans (TEP), Test Procedures (TP), Test Change Records (TCR), and Test Reports. The Contractor shall participate in T&E Working Groups (WG) as directed by the COR. The Contractor shall be required to interface with Naval Sea Systems Command (NAVSEA) on T&E projects supported as directed by the COR. The Contractor shall participate in test approval processes established by NSW PCD and meetings concerning project specific test plans, procedures, and safety for individual systems. The Contractor shall support T&E systems design, operation, technical documentation review, and electronic system and equipment technical support. The Contractor shall provide analysis and recommendations on system specifications, system requirements, hardware and software specifications, and fleet integration. Support shall include collecting source material from team members, electronic preparation, editing, copying, and distribution of finalized test reports. It is estimated 20 copies of the final test reports shall require preparation. **(CDRL A006, A008)**

3.7 Travel

The annual travel estimate for the effort will require trips to Washington, DC; Patuxent River, MD; Webster Field, MD; Wallops Island, VA; Brockton, MA; UMS Northrop Grumman, Rancho Bernardo, CA; Santa Rosa, CA; San Diego, CA; Port Hueneme, CA; Point Mugu Naval Air Station (Naval Base Ventura County, CA); San Nicolas Island (Naval Base Ventura County, CA); Duck, NC; Marine Corp Base Camp LeJeune, NC; St Louis, MO; NSWC PCD; Destin, FL; Orlando, FL; Melbourne, FL; Eglin Air Force Base, FL; Mesa, AZ; Yuma, AZ; Tucson, AZ; and Bohemia, NY.

3.7.1 The number and duration of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than one of those specified above without the expressed written consent of the Contracting Officer. Travel destinations will be issued via Technical Instruction (TI).

3.8 Quality Assurance

The Contractor shall support the ISEA to establish and maintain an effective Quality Assurance program and document that program in a Quality Management Plan. The Contractor will establish, implement, document, and maintain a quality system that ensures conformance to PWS requirements and meets the requirements of ANSI/ISO/ASQ 9001-2008 (Reference Section E HQ-E-2-0015 Quality Management System Requirements), or an equivalent quality system model. No later than 30 days after task order award, the Contractor shall submit an updated Quality Assurance Program Plan (QAPP) for review and approval. The QAPP shall describe the Quality Management System methodology and approaches used under the contract. Within seven calendar days of any change during period of performance, the Contractor shall submit to the COR a revised QAPP for review and approval. **3.9 Safety and Health Program** The Contractor shall abide by all applicable federal, local and state occupational safety and health requirements. No later than 30 days after award, the Contractor shall provide a copy of their Safety & Health Program documentation they will utilize for this requirement to the COR for review and approval. The Contractor's Safety & Health Program (S&HP) shall identify the personnel responsible for managing, implementing, training of and enforcement of the S&HP, process to insure employees have appropriate Personal Protection Equipment (PPE), and all required training and certifications related to Occupational Safety and Health Requirements. (CDRL A010)

3.10 Contract Status Reports (CDRL A011)

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

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

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

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/eCraft-FAQs/>

(2) Submission and Acceptance/Rejection:

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

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

Standard eCRAFT Labor Categories:

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

Service Contract Act (SCA) Labor Categories:

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

(PDF)".

3.11 Material Purchases

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items via Technical Instruction (TI). Individual purchases above \$3,500 shall be approved by the Contracting Officer via technical instruction prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval. Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

3.12 Navy Enterprise Resource Planning (NERP) Access

(a) Upon request from the COR, Contractor personnel limited access to the NERP System will be required. 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. Once an NMCI account has been established, the Contractor shall submit a request for NERP access and the role required via the 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 Point of Contact (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) The Contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required to maintain access to required systems.

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

3.13 Government Space

Performance under this contract will NOT require the Government to provide on-site office space. Access to Government buildings at NSWCPCD is from 0600 to 1800 Monday through Friday, except Federal Holidays, unless specifically directed by the Government. The Contractors shall establish the work hours for their personnel to meet the requirements of this Task Order, which may include working outside normal business hours and business days. Contractor employees shall be able to work in specified NSAPC building without Government oversight as necessary. In the event that NSWCPC operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered non-essential personnel and shall follow NSWC PCD instructions for non-essential personnel. In the event that NSWCPC operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered non-essential personnel and shall follow NSWC PCD instructions for non-essential personnel. Access may be necessary to the following buildings: Buildings 110, 490, and 470, 608 and 147. Government personnel may be required to grant access to the contractor for Building 147 outside of normal business hours. The contractor shall notify Government personnel if such access will be required outside of normal business hours.

3.14 OVERTIME

Oversight of Contractor overtime shall be performed by the COR. Overtime shall be in accordance with FAR 52.222-2 Payment For Overtime Premiums. All overtime requests shall be submitted for approval to the Procuring Contracting Officer (PCO) and COR.

3.15 Personnel Roster (CDRL A012)

The Contractor shall provide a personnel roster of all employees assigned to this contract or task order in accordance with CDRL A012 with the following information:

- Change Status (Add / Change / Remove)
- Contract #
- Contract end date
- COR / Government Point of Contact (SAME)
- Company Name
- Name (Last, First, Middle)

- Department / Office Code of employee
- Email Address
- Telephone number
- On Site Task Lead
- On-site location (if applicable)
- Report Date
- Departure Date

The Contractor shall maintain the list to be up to date on a bi-weekly basis.

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

4.1 Government Furnished Information (GFI)

NSWC PCD will provide relevant program management documentation as that information becomes available. The Contractor shall return all GFI to NSWC PCD within 10 days upon completion of the task order.

4.2 Government Furnished Property (GFP)

The Government will supply a GFE standard NMCI laptop as needed. The GFE laptop will be used for the purposes of providing access to Navy Enterprise Resource Planning (NERP). The Contractor shall return all GFP to NSWC PCD within 10 days after completion of the task order, unless otherwise requested earlier in writing by the Contracting Officer.

5.0 DELIVERABLES

All data deliveries shall be in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

6.0 PERIOD OF PERFORMANCE

The Period of Performance for this task order will be from date of award (base year) to twelve months from date of award. There are four option periods of twelve months each for a total contract period of performance of five (5) years. See Section F.

7.0 SECURITY

This task is UNCLASSIFIED. Performance under this contract will not require the contractor to access nor generate classified material.

7.1 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.

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7.2 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.

7.3 Controlled Unclassified Information (CUI)

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

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7.4 For Official use Only (FOUO)

FOUO is a document designation, not a *classification*. This designation is used by Department of Defense (DoD) and a number of other federal

agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the FOIA. This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

7.5 Security of Unclassified DoD Information on Non-DoD Information Systems (DoD 8582.01)

7.5.1 DoD Policy

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

7.5.2 Applicability

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

7.5.3 Information Safeguards

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

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

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

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security (TLS).
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet

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

j. Provide protection against computer network intrusions and data exfiltration, minimally including:

- (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
- (2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts) blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention services, and host-based security services.
- (3) Prompt application of security-relevant software patches, service packs, and hot fixes.

k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

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

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

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

8.0 RELEASE OF INFORMATION

Release of information shall be in accordance with Section I, DFARS Clause 252.204-7000, Disclosure of Information.

9.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The contractor's performance will be evaluated by the government as described in the Quality Assurance Surveillance Plan (QASP). The first evaluation will cover the period ending six months after date of contract award with successive evaluations

being performed at the end of each twelve-month period of performance thereafter until the contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment Report System (CPARS). The Contractor's performance under this task order will be evaluated in the following areas:

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

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

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

The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

9.1 Performance Objectives, Standards and Acceptable Quality Level (AQL)

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

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
<p>PWS Paragraph 3.1, 3.2, 3.3, 3.10</p> <p>Program Management and Meeting Support</p>	<p>Provide support to program reviews, interface meetings, technical interchange meetings, In Process Reviews.</p> <p>Prepare and maintain a Master Task Schedule for the ABS Programs, including COBRA, JABS, and Precision Navigation.</p> <p>Prepare a monthly status report that documents the status of contractor effort towards achieving contract objectives.</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>
<p>PWS Paragraph 3.4</p> <p>Sponsor Support</p>	<p>Support the NSW PC Assault Breaching Systems (ABS) team in the development of inputs to support PMS 495, the Program Sponsor, and required programmatic budget inputs for NSW PCD management. This support will primarily be for the Joint Assault Breaching System (JABS), Precision Navigation, and Coastal Battlefield Reconnaissance and Analysis (COBRA) programs of ABS.</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>
<p>PWS Paragraph 3.5 and 3.6</p> <p>Engineering and T&E Support</p>	<p>Provide technical support of ABS Test Events consisting of hardware assembly, building test cables and/or lab assets, setup, maintenance, acting as a qualified Safety Observer, installing test target fields, and removal of system components used during testing. Support will also include monitoring testing, ground and in-flight operation of systems, conducting independent analysis, collecting and analyzing data, supporting NSW PCD analysis, developing test documentation, and assisting in configuration management.</p>	<p>Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>

10.0 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)

The Contractor shall report Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NSW PCD via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.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://www.ecmra.mil>

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

(c) The Contractor is responsible for supervision of all contractor personnel assigned to this task order. The Contractor shall exercise ultimate control 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 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
- (d) Employee Relationship:
- (1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment 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 administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transport. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal service.
- (e) Inapplicability of Employee Benefits: This contract 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 contract are not subject to the Federal income tax withholdings.
- (2) Payments by the Government under this contract 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 performing this contract.

- (4) The contractor is not entitled to workman's compensation benefits by virtue of this contract.
 - (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract 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 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 Contractor will 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 to the notice, 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 estimate the time by which it should be furnished by the Contractor and the date.

12.0 SUBCONTRACTOR/CONSULTANTS

- (a) In addition to the information required by 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 agreement. These requirements apply to all subcontracts/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 sub-contractors 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 event the proposed subcontractor is also a Seaport-e prime, (ii) rate caps that are no higher than the subcontractor's prime Seaport-e rate caps.
 - (3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these activities 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) T&M pricing agreements require an accounting system rating of adequate. 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/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

13.0 HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2005)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest

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

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

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

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

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

3.15 Personnel Roster (CDRL A012)

The Contractor shall provide a personnel roster of all employees assigned to this contract or task order in accordance with CDRL A012 with the following information:

- Change Status (Add / Change / Remove)
- Contract #
- Contract end date
- COR / Government Point of Contact (SAME)
- Company Name
- Name (Last, First, Middle)
- Department / Office Code of employee
- Email Address
- Telephone number
- On Site Task Lead
- On-site location (if applicable)
- Report Date
- Departure Date

The Contractor shall maintain the list to be up to date on a bi-weekly basis.

Section D - Packaging and Marking

All terms and conditions, including clauses, in the MAC basic contract are hereby expressly incorporated into this task order award.

In accordance with SeaPort Multiple Award Contract (MAC) 52.216-18 Ordering (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between the task order and this contract, the contract shall control.

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

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

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

(End of Text)

DISTRIBUTION LIMITATION STATEMENT

Technical information generated under this task order shall carry the following distribution statement on the cover and title page (if any).

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE; (DATE). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, CODE A25, 110 VERNON AVENUE, PANAMA CITY, FLORIDA 32407-7001.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

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

Section E - Inspection and Acceptance

All terms and conditions, including clauses, in the MAC basic contract are hereby expressly incorporated into this task order award.

In accordance with SeaPort Multiple Award Contract (MAC) 52.216-18 Ordering (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between the task order and this contract, the contract shall control.

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

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

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

For all 7000 and 9000 series CLIN(s)/SLIN(s) - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.
(End of Text)

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

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

HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.
(End of Text)

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

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

Contractor Performance Assessment Reporting System (CPARS)

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

Section F - Deliveries or Performance

Services described in this Task Order may be performed at the Contractor's facility, Government facilities identified in SECTION C and, as applicable, travel locations specified by the COR.

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

Item(s)		Period of Performance	
Period	Description	From	To
Base Year	Labor	From Effective Date of Award	12 months thereafter*
Base Year	ODC	From Effective Date of Award	12 months thereafter*
Option 1	Labor	Exercise of Option	12 months thereafter*
Option 1	ODC	Exercise of Option	12 months thereafter*
Option 2	Labor	Exercise of Option	12 months thereafter*
Option 2	ODC	Exercise of Option	12 months thereafter*
Option 3	Labor	Exercise of Option	12 months thereafter*
Option 3	ODC	Exercise of Option	12 months thereafter*
Option 4	Labor	Exercise of Option	12 months thereafter*
Option 4	ODC	Exercise of Option	12 months thereafter*

*Estimated.

PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

The Period of Performance of the following Firm items are as follows:

7000	08/16/2016 - 08/15/2017
7001	08/16/2017 - 08/15/2018
7002	08/16/2018 - 08/15/2019
7003	08/16/2019 - 08/15/2020
7004	08/16/2020 - 08/15/2021
9000	08/16/2016 - 08/15/2017
9001	08/16/2017 - 08/15/2018
9002	08/16/2018 - 08/15/2019
9003	08/16/2019 - 08/15/2020
9004	08/16/2020 - 08/15/2021

Section G - Contract Administration Data

All terms and conditions, including clauses, in the MAC basic contract are hereby expressly incorporated into this task order award.

In accordance with SeaPort Multiple Award Contract (MAC) 52.216-18 Ordering (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between the task order and this contract, the contract shall control.

GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT:

Procurement Contracting Officer

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

Contract Specialist

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

Ombudsman

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

Contracting Officer Representative

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

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

-

Defense Contract Management Agency (DCMA)

[REDACTED]
[REDACTED]
[REDACTED]

Defense Finance and Accounting Services (DFAS)

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

The government reserves the right to unilaterally change the points of contact at any time.

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item; exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

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

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

Destination/Destination

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	██████
Issue By DoDAAC	██████
Admin DoDAAC	██████
Inspect By DoDAAC	███
Ship To Code	██████████████████
Ship From Code	███
Mark For Code	███
Service Approver (DoDAAC)	██████
Service Acceptor (DoDAAC)	N██████
Accept at Other DoDAAC	███
LPO DoDAAC	██████████

DCAA Auditor DoDAAC	[REDACTED]
Other DoDAAC(s)	[REDACTED]

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

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

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

(g) WAWF point of contact.

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

NSWC PCD WAWF Point of Contact (POC):

[REDACTED] Please send an e-mail to both POCs.

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

(End of clause)

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING 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.

(End of Text)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

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

[REDACTED]
[REDACTED]
[REDACTED]

(End of Text)

SECTION G NOTES:**1) 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 Number (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, unless the obligation is an increase to an existing Accounting Classification Reference Number (ACRN), in which case the existing SLIN and ACRN will be increased. Accounting for expenditures and invoicing at the SLIN level is required.

2) SPECIAL INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN as identified on the TI.

3) 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.

700001 130057378900001 [REDACTED]

LLA :

AA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003461620

MOD 01

700002 130058708900001 [REDACTED]

LLA :

AB 1761804 8D3D 251 24VCS 0 050120 2D 000000 A00003550940

900001 130058708900002 [REDACTED]

LLA :

AB 1761804 8D3D 251 24VCS 0 050120 2D 000000 A00003550940

[REDACTED]
[REDACTED]

MOD 02

700003 130059990300001 [REDACTED]

LLA :

AC 1751319 C4NV 251 24VCS 0 050120 2D 000000 A00003634709

900002 130059990300002 [REDACTED]

LLA :

AC 1751319 C4NV 251 24VCS 0 050120 2D 000000 A00003634709

[REDACTED]
[REDACTED]

MOD 03

700004 130062062800001 [REDACTED]

[REDACTED]

[REDACTED] 000000 A00003810047

900003 130062062800002 [REDACTED]

LLA :

AE 1771319 C4NV 251 24VCS 0 050120 2D 000000 A00003810047

[REDACTED]
[REDACTED]

MOD 04

700005 130062610800001 [REDACTED]

LLA :

AD 1771804 8C1C 251 24VCS 0 050120 2D 000000 A00003857194

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

MOD 06 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 07

900004 130064852100001 [REDACTED]

LLA :

AF 1771804 8D3D 251 24VCS 0 050120 2D 000000 A00004033245

[REDACTED]
[REDACTED]

MOD 08

700101 130064846900001 [REDACTED]

LLA :

AG 1771804 8D3D 251 24VCS 0 050120 2D 000000 A00004033242

900101 130064846900002 [REDACTED]

LLA :

AG 1771804 8D3D 251 24VCS 0 050120 2D 000000 A00004033242

[REDACTED]
[REDACTED]

MOD 09

700004 130062062800001 [REDACTED]

LLA :

AE 1771319 C4NV 251 24VCS 0 050120 2D 000000 A00003810047

[REDACTED]
[REDACTED]

MOD 10 Funding [REDACTED]

[REDACTED]

MOD 11

700102 130066458800001 [REDACTED]

LLA :

AH 1771319 C4NV 251 24VCS 0 050120 2D 000000 A00004135391

[REDACTED]
[REDACTED]

MOD 12

700103 130066557100001 [REDACTED]

LLA :
AD 1771804 8C1C 251 24VCS 0 050120 2D 000000 A00004140394

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

MOD 15

700104 130069429100001 [REDACTED]

LLA :
AJ 1781804 8D4D 251 24VCS 0 050120 2D 000000 A00004377561

900102 130069429100002 [REDACTED]

LLA :
AJ 1781804 8D4D 251 24VCS 0 050120 2D 000000 A00004377561

[REDACTED]
[REDACTED]

MOD 16

700105 130070557900001 [REDACTED]

LLA :
AK 1781319 C4LC 251 24VCS 0 050120 2D 000000 A00004464029

[REDACTED]
[REDACTED]

MOD 17

700106 130072237900001 [REDACTED]

LLA :
AL 1781804 8D4D 251 24VCS 0 050120 2D 000000 A00004577738

700201 130072238000001 [REDACTED]

LLA :
AM 1781804 8D4D 251 24VCS 0 050120 2D 000000 A00004577740

900201 130072238000002 [REDACTED]

LLA :

AM 1781804 8D4D 251 24VCS 0 050120 2D 000000 A00004577740

[REDACTED]
[REDACTED]

MOD 18

700202 130075781500001 [REDACTED]

LLA :

AN 1791804 8D4D 251 24VCS 0 050120 2D 000000 A00004832058

900202 130075864600001 [REDACTED]

LLA :

AA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004838623

[REDACTED]
[REDACTED]

MOD 19

700203 130078600900001 [REDACTED]

LLA :

AP 1791804 8D4D 251 24VCS 0 050120 2D 000000 A00005052531

700204 130078713800001 [REDACTED]

LLA :

AQ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00005058356

900203 130078713800002 [REDACTED]

LLA :

AQ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00005058356

[REDACTED]
[REDACTED]

MOD 20

700301 130078713800003 [REDACTED]

LLA :

AQ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00005058356

700302 130078600900002 [REDACTED]

LLA :

AP 1791804 8D4D 251 24VCS 0 050120 2D 000000 A00005052531

700303 130078378700001 [REDACTED]

LLA :

AQ 1791319 C4LA 251 24VCS 0 050120 2D 000000 A00005033518

900301 130078600900003 [REDACTED]

LLA :
AP 1791804 8D4D 251 24VCS 0 050120 2D 000000 A00005052531

[REDACTED]
[REDACTED]

MOD 21

700304 130082399200001 [REDACTED]

LLA :
AR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00005402929

900302 130082399200002 [REDACTED]

LLA :
AR 97X4930 NH1D 251 77777 0 050120 2F 000000 A10005402929

[REDACTED]
[REDACTED]

MOD 22

700303 130078378700001 [REDACTED]

LLA :
AT 1791319 C4LA 251 24VCS 0 050120 2D 000000 A00005033518

Accounting Data

CLIN/SLIN	PR Number	Amount
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N00178-14-D-7635-HR0122

700305	130084967400001	[REDACTED]
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LLA :
AS 1701804 8D4D 251 24VCS 0 050120 2D 000000 A00005590345
Standard Document #:

[REDACTED]
[REDACTED]

N00178-14-D-7635-HR0123

700401	130087100100001	[REDACTED]
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Accounting Data

LLA :

AU 1701804 8D4D 251 24VCS 0 050120 2D 000000 A00005729739

Standard Document #:

900401 130087100100002 [REDACTED]

LLA :

AU 1701804 8D4D 251 24VCS 0 050120 2D 000000 A00005729739

Standard Document #:

[REDACTED]
[REDACTED]

N00178-14-D-7635-HR0124

700402 130090687100001 [REDACTED]

LLA :

AV 1711804 8D4D 251 24VCS 0 050120 2D 000000 A00005980415

Standard Document #:

900402 130090687100002 [REDACTED]

LLA :

AV 1711804 8D4D 251 24VCS 0 050120 2D 000000 A00005980415

Standard Document #:

[REDACTED]
[REDACTED]

Section H - Special Contract Requirements

All terms and conditions, including clauses, in the MAC basic contract are hereby expressly incorporated into this task order award.

In accordance with SeaPort Multiple Award Contract (MAC) 52.216-18 Ordering (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between the task order and this contract, the contract shall control.

5252.202-9101 ADDITIONAL DEFINITIONS (May 1993)

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

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

(End of Text)

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

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] hours of direct labor per year [REDACTED] hours for all five years), including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in **direct** support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (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 [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an 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 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 (j) above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (Sep 1990)

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

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

(End of Text)

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.

(End of Text)

CONTRACTOR OPERATED VEHICLES

Contractor-furnished vehicles shall meet the following criteria:

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

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

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

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS LEVEL OF EFFORT

CLIN	COST	FEE	CPFF	LOE
7000	████████	████████	████████	031
7001	████████	████████	████████	███
7002	████████	████████	████████	███
7003	████████	████████	████████	███
7004	████████	████████	████████	███
Total Labor	████████	████████	████████	██████
9000	████████	███	████████	
9001	████████	███	████████	
9002	████████	███	████████	

9003	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9004	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total ODC	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Funding :	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(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.

(c) CLINs/SLINs [REDACTED] 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.

Section I - Contract Clauses

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

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

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

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

CLAUSES INCORPORATED BY REFERENCE

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
 52.227-11 Patent Rights -- Ownership by the Contractor (May 2014)
 52.227-13 Patent Rights -- Ownership by the Government (Dec 2007)
 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
 252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)
 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)
 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business)(June 2012)
 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)
 252.245-7002 Reporting Loss of Government Property (Apr 2012)
 252.245-7003 Contractor Property Management System Administration (Apr 2012)
 252.245-7004 Reporting, Reutilization, and Disposal (Mar 2015)

52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA Variation) (SEP 2009)

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

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

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total man hours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man hours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

52.222-2 PAYMENT OF OVERTIME PREMIUMS (Jul 1990)

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

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

- (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 multishift operations or by employing additional personnel.

(End of Clause)

52.244-2 SUBCONTRACTS (Oct 2010)

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

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

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

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

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

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

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

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

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

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

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

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

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

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

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

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

N/A

(End of Clause)

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

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

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

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

(b) The Contractor --

(1) Agrees not to --

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

Section J - List of Attachments

Attachments	Title/Description	Date
Pages		
J. 2	eCRAFT Upload	No Date

Attachment Number	File Name	Description
	J.1_DD_FORM_254.pdf	DD Form 254
	Exhibit_A_Contract_Data_Requirements_List.pdf	Contract Data Requirements List
	J.2_Desired_Qualifications_Key_Personnel.pdf	Desired Qualifications of Key Personnel
	CDRL.pdf	Updated CDRL