

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
	U	1 5

2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 26-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. Various	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA SEATTLE 188 106TH AVE NE, STE 660 BELLEVUE WA 98004	CODE S4801A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) GeoNorth, LLC 561 East 36th Avenue Anchorage AK 99503-4137	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7295-FC01
	10B. DATED (SEE ITEM 13) 21-Jul-2014
CAGE CODE 09EJ4	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 43.103(b)(1) Administrative changes
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 26-Sep-2014

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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding and to complete Clause HQ-C-2-0014 in Section C. Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$25,000.00 by \$1,172,595.00 to \$1,197,595.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001AB	WCF	0.00	54,000.00	54,000.00
7001AC	WCF	0.00	126,000.00	126,000.00
7001AD	WCF	0.00	25,000.00	25,000.00
7001AE	WCF	0.00	50,000.00	50,000.00
7001AF	WCF	0.00	50,000.00	50,000.00
7001AG	WCF	0.00	50,000.00	50,000.00
7001AH	WCF	0.00	50,000.00	50,000.00
7001AJ	WCF	0.00	50,000.00	50,000.00
7001AK	WCF	0.00	75,000.00	75,000.00
7001AL	WCF	0.00	50,000.00	50,000.00
7001AM	WCF	0.00	50,000.00	50,000.00
7001AN	RDT&E	0.00	10,000.00	10,000.00
7001AP	Fund Type - OTHER	0.00	4,000.00	4,000.00
7001AQ	OPN	0.00	10,000.00	10,000.00
7001AR	WCF	0.00	25,000.00	25,000.00
7001AS	WCF	0.00	14,000.00	14,000.00
7001AT	APN	0.00	14,000.00	14,000.00
7001AU	Fund Type - OTHER	0.00	10,000.00	10,000.00
7001AV	APN	0.00	50,000.00	50,000.00
7001AW	WPN	0.00	25,000.00	25,000.00
7001AX	WCF	0.00	25,000.00	25,000.00
7001AY	O&MN,N	0.00	25,000.00	25,000.00
7001AZ	WCF	0.00	50,000.00	50,000.00
7001BA	OPN	0.00	47,615.00	47,615.00
7001BB	SCN	0.00	8,800.00	8,800.00
7001BC	WPN	0.00	22,400.00	22,400.00
7001BD	O&MAFR	0.00	10,400.00	10,400.00

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CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001BE	APN	0.00	16,000.00	16,000.00
7001BF	APN	0.00	14,000.00	14,000.00
7001BG	APN	0.00	45,000.00	45,000.00
7001BH	WCF	0.00	50,000.00	50,000.00
7001BJ	WCF	0.00	9,880.00	9,880.00
7001BK	Fund Type - OTHER	0.00	56,500.00	56,500.00

The total value of the order is hereby increased from \$3,503,881.00 by \$0.00 to \$3,503,881.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	3,470,433.00	(1,172,595.00)	2,297,838.00
7001AB	0.00	54,000.00	54,000.00
7001AC	0.00	126,000.00	126,000.00
7001AD	0.00	25,000.00	25,000.00
7001AE	0.00	50,000.00	50,000.00
7001AF	0.00	50,000.00	50,000.00
7001AG	0.00	50,000.00	50,000.00
7001AH	0.00	50,000.00	50,000.00
7001AJ	0.00	50,000.00	50,000.00
7001AK	0.00	75,000.00	75,000.00
7001AL	0.00	50,000.00	50,000.00
7001AM	0.00	50,000.00	50,000.00
7001AN	0.00	10,000.00	10,000.00
7001AP	0.00	4,000.00	4,000.00
7001AQ	0.00	10,000.00	10,000.00
7001AR	0.00	25,000.00	25,000.00
7001AS	0.00	14,000.00	14,000.00
7001AT	0.00	14,000.00	14,000.00
7001AU	0.00	10,000.00	10,000.00
7001AV	0.00	50,000.00	50,000.00
7001AW	0.00	25,000.00	25,000.00
7001AX	0.00	25,000.00	25,000.00
7001AY	0.00	25,000.00	25,000.00
7001AZ	0.00	50,000.00	50,000.00
7001BA	0.00	47,615.00	47,615.00
7001BB	0.00	8,800.00	8,800.00

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CLIN/SLIN	From (\$)	By (\$)	To (\$)
7001BC	0.00	22,400.00	22,400.00
7001BD	0.00	10,400.00	10,400.00
7001BE	0.00	16,000.00	16,000.00
7001BF	0.00	14,000.00	14,000.00
7001BG	0.00	45,000.00	45,000.00
7001BH	0.00	50,000.00	50,000.00
7001BJ	0.00	9,880.00	9,880.00
7001BK	0.00	56,500.00	56,500.00

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

CLIN/SLIN	From	To
7001AB		9/29/2014 - 7/20/2015
7001AC		9/29/2014 - 7/20/2015
7001AD		9/29/2014 - 7/20/2015
7001AE		9/29/2014 - 7/20/2015
7001AF		9/29/2014 - 7/20/2015
7001AG		9/29/2014 - 7/20/2015
7001AH		9/29/2014 - 7/20/2015
7001AJ		9/29/2014 - 7/20/2015
7001AK		9/29/2014 - 7/20/2015
7001AL		9/29/2014 - 7/20/2015
7001AM		9/29/2014 - 7/20/2015
7001AN		9/29/2014 - 12/31/2014
7001AP		9/29/2014 - 3/21/2015
7001AQ		9/29/2014 - 7/20/2015
7001AR		9/29/2014 - 7/20/2015
7001AS		9/29/2014 - 5/14/2015
7001AT		9/29/2014 - 12/31/2014
7001AU		9/29/2014 - 7/20/2015
7001AV		9/29/2014 - 7/20/2015
7001AW		9/29/2014 - 7/20/2015
7001AX		9/29/2014 - 5/15/2015
7001AY		9/29/2014 - 7/20/2015
7001AZ		9/29/2014 - 7/20/2015
7001BA		9/29/2014 - 7/20/2015

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CLIN/SLIN	From	To
7001BB		9/29/2014 - 7/20/2015
7001BC		9/29/2014 - 7/20/2015
7001BD		9/29/2014 - 2/2/2015
7001BE		9/29/2014 - 7/20/2015
7001BF		9/29/2014 - 7/20/2015
7001BG		9/29/2014 - 7/20/2015
7001BH		9/29/2014 - 7/20/2015
7001BJ		9/29/2014 - 7/20/2015
7001BK		9/29/2014 - 7/20/2015

SECTION C is hereby revised to fill-in Clause HQ C-2-0014 as follows:

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)(JAN 2008)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal (**Version A**) dated **21 February 2014** in response to NAVSEA Solicitation N00024-14-R-3140.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing, human resources support, financial management support, property management support, and functional and administrative management support. Base Year 1 Labor, See Note A. (TBD) (Fund Type - TBD)		HR			\$2,297,838.00
7001		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.					\$1,197,595.00
7001AA	R425	Funding in support of (TI-02/BXSM/Administrative Support). (WCF)		LO			\$25,000.00
7001AB	R425	Funding in support of (TI-01/01 /Financial, Budget, Accounting, Travel & Vendor Pay Support) (WCF)		LO			\$54,000.00
7001AC	R425	Funding in support of (TI-01/01 /Financial, Budget, Accounting, Travel & Vendor Pay Support) (WCF)		LO			\$126,000.00
7001AD	R425	Funding in support of (TI-02/101 /Admin Support) (WCF)		LO			\$25,000.00
7001AE	R425	Funding in support of (TI-03/EEO /Deputy EEO/Chief Diversity Officer Support) (WCF)		LO			\$50,000.00
7001AF	R425	Funding in support of (TI-04/1016/On-Boarding and Mentoring Support) (WCF)		LO			\$50,000.00
7001AG	R425	Funding in support of (TI-05/1014/Employee Relations Support) (WCF)		LO			\$50,000.00
7001AH	R425	Funding in support of (TI-06/1024/Occupational and		LO			\$50,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Explosive Safety Support) (WCF)					
7001AJ	R425	Funding in support of (TI-07/1062/NERP User Management Support) (WCF)		LO			\$50,000.00
7001AK	R425	Funding in support of (TI-08/01 /Asset Management Support) (WCF)		LO			\$75,000.00
7001AL	R425	Funding in support of (TI-09/1013/Deployed Personnel Tracking Support) (WCF)		LO			\$50,000.00
7001AM	R425	Funding in support of (TI-10/1013/HumanResources Division Admin Support) (WCF)		LO			\$50,000.00
7001AN	R425	Funding in support of (TI-11/10F11/Financial and programmatic analysis support for Stryker Armored Multi Purpose Vehicle (AMPV) Program) (RDT&E)		LO			\$10,000.00
7001AP	R425	Funding in support of (TI-11/10F11/Financial and programmatic analysis support related to the Network Firing Device) (Fund Type - OTHER)		LO			\$4,000.00
7001AQ	R425	Funding in support of (TI-11/10F11/Financial and programmatic analysis support related to the SEIPT Physical Security Access Control Low-Volume Automated Gates) (OPN)		LO			\$10,000.00
7001AR	R425	Funding in support of (TI-11/10F11/Financial and programmatic analysis support) (WCF)		LO			\$25,000.00
7001AS	R425	Funding in support of (TI-12/10F11/Financial and programmatic analysis support related to NSW procurements) (WCF)		LO			\$14,000.00
7001AT	R425	Funding in support of (TI-12/10F11/Financial and programmatic analysis support related to Low Rate Initial Production (LRIP) systems) (APN)		LO			\$14,000.00
7001AU	R425	Funding in support of (TI-12/10F11/Financial and programmatic analysis support related to the Navy Small Arms		LO			\$10,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Program) (Fund Type - OTHER)					
7001AV	R425	Funding in support of (TI-13/10F11/Financial and programmatic analysis support related to the H-1 electro-opticsystems) (APN)		LO			\$50,000.00
7001AW	R425	Funding in support of (TI-14/10F11/Financial and programmatic support & analysis of the linear shaped charge, Flexible linear shaped charge, High Detonators, and Detonating cord) (WPN)		LO			\$25,000.00
7001AX	R425	Funding in support of (TI-15/10F11/Financial and programmatic analysis support related to Tactical Air Control Party Modernization (TACP-M) Program) (WCF)		LO			\$25,000.00
7001AY	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of (TI-17/QXT/Radar Restoration Program management support to the PEO) (O&MN,N)		LO			\$25,000.00
7001AZ	R425	Funding in support of (TI-18/QX /Admin support for the Applied Science &Demand ManagementDepartment) (WCF)		LO			\$50,000.00
7001BA	R425	Funding in support of (TI-19/10F21/Financial support services for GXs) (OPN)		LO			\$47,615.00
7001BB	R425	Funding in support of (TI-20/10F21/Timekeeping support associated with the SPG-62 Antenna) (SCN)		LO			\$8,800.00
7001BC	R425	Funding in support of (TI-20/10F21/Timekeeping support for Trident D5 Strategic Weapon System) (WPN)		LO			\$22,400.00
7001BD	R425	Funding in support of (TI-20/10F21/Timekeeping support) (O&MAFR)		LO			\$10,400.00
7001BE	R425	Funding in support of (TI-21/10F3/Timekeeping support for the ALQ-99 Tactical Jamming System) (APN)		LO			\$16,000.00
7001BF	R425	Funding in support of (TI-21/10F3/Timekeeping support		LO			\$14,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		for ALQ-99 Tactical Jamming System) (APN)					
7001BG	R425	Funding in support of (TI-22/10F3/Financial Support for ALQ-99 Tactical Jamming System) (APN)		LO			\$45,000.00
7001BH	R425	Funding in support of (TI-24/1024/Radiation Safety Program support) (WCF)		LO			\$50,000.00
7001BJ	R425	Funding in support of (TI-25/QXS /Deployed EW Systems Program Management Division Admin support) (WCF)		LO			\$9,880.00
7001BK	R425	Funding in support of (TI-26/104 /Information Technology Division; Functional and Admin Support) (Fund Type - OTHER)		LO			\$56,500.00
7100	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing,human resources support, financial management support, propertymanagement support, and functional and administrative management support. Base Year 1 Labor Surge, See Notes B & C. (TBD) Option. (Fund Type - TBD)		HR			\$359,012.00
		Option					
7200	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing,human resources support, financial management support, propertymanagement support, and functional and administrative management support. Option Year 1 Labor, SeeNotes A & B. (TBD) Option. (Fund Type - TBD)		HR			\$3,474,615.00
		Option					
7300	R425	Non-personal professional, technical and management support		HR			\$356,930.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		<p>services in the areas of document review, data entry, data maintenance and distribution, document and image processing, human resources support, financial management support, property management support, and functional and administrative management support. Option Year 1 Labor Surge, See Notes B & C. (TBD) Option. (Fund Type - TBD)</p> <p>Option</p>					
7400	R425	<p>Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing, human resources support, financial management support, property management support, and functional and administrative management support. Option Year 2 Labor, See Notes A & B. (TBD) Option. (Fund Type - TBD)</p> <p>Option</p>		HR			\$3,523,811.00
7500	R425	<p>Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing, human resources support, financial management support, property management support, and functional and administrative management support. Option Year 2 Labor Surge, See Notes B & C. (TBD) Option. (Fund Type - TBD)</p> <p>Option</p>		HR			\$361,849.00
7600	R425	<p>Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing, human resources support, financial management</p>		HR			\$3,516,872.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		support, propertymanagement support, and functional and administrative management support. Option Year 3 Labor, SeeNotes A & B. (TBD) Option. (Fund Type - TBD) Option					
7700	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing,human resources support, financial management support, propertymanagement support, and functional and administrative management support. Option Year 3 Labor Surge, See Notes B & C. (TBD) Option. (Fund Type - TBD) Option		HR			\$361,155.00
7800	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing,human resources support, financial management support, propertymanagement support, and functional and administrative management support. Option Year 4 Labor, SeeNotes A & B. (TBD) Option. (Fund Type - TBD) Option		HR			\$3,574,683.00
7900	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing,human resources support, financial management support, propertymanagement support, and functional and administrative management support. Option Year 4 Labor Surge, See Notes B & C. (TBD) Option. (Fund Type - TBD)		HR			\$357,468.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					

For Cost Type / NSP Items

7999		Labor CLIN(s) 7000 thru 7900; In Accordance With (IAW) the Statement of Work, and CDRL(s)A001 thru A010, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013., unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs for all Data/TechData generated bythe contractor directly or indirectly in itsperformance of this procurement effort is included in the price/costs paid by the Governmentunder CLIN(s) 7000 thru 7900.					\$0.00
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing,human resources support, financial management support, propertymanagement support, and functional and administrative management support. Base Year 1 ODC, See Note D. (TBD) (Fund Type - TBD)	1.0	LO	
9001					\$0.00
9100	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing,human resources support, financial management support, propertymanagement support, and functional and administrative management support. Base Year 1 ODC Surge,See Notes B, C & D. (TBD) Option.(Fund Type - TBD)	1.0	LO	
		Option			
9200	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing,human resources support, financial management support, propertymanagement support, and functional and administrative management support. Option Year 1 ODC, See Notes B & D. (TBD) Option. (Fund Type - TBD)	1.0	LO	
		Option			
9300	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing,human resources support, financial management support, propertymanagement support, and functional and administrative management support. Option Year 1 ODC Surge,See Notes B, C & D. (TBD) Option.(Fund Type - TBD)	1.0	LO	
		Option			
9400	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing,human resources support, financial management support, propertymanagement support, and functional and administrative management support. Option Year 2 ODC,	1.0	LO	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		See Notes B & D. (TBD) Option. (Fund Type - TBD)			
		Option			
9500	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing, human resources support, financial management support, property management support, and functional and administrative management support. Option Year 2 ODC Surge, See Notes B, C & D. (TBD) Option. (Fund Type - TBD)	1.0	LO	
		Option			
9600	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing, human resources support, financial management support, property management support, and functional and administrative management support. Option Year 3 ODC, See Notes B & D. (TBD) Option. (Fund Type - TBD)	1.0	LO	
		Option			
9700	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing, human resources support, financial management support, property management support, and functional and administrative management support. Option Year 3 ODC Surge. See Notes B, C & D. (TBD) Option. (Fund Type - TBD)	1.0	LO	
		Option			
9800	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing, human resources support, financial management support, property management support, and functional and administrative management support. Option Year 4 ODC, See Notes B & D. (TBD) Option. (Fund Type - TBD)	1.0	LO	
		Option			
9900	R425	Non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing, human resources support, financial management support, property management support, and functional and administrative management support. Option Year 4 ODC Surge, See Notes B, C & D. (TBD) Option. (Fund Type - TBD)	1.0	LO	
		Option			

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.

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(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)

(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.

NOTE A: LEVEL OF EFFORT

For labor items, Offerors shall propose man-hours recommended in Section B to perform requirements of the Statement of Work (SOW) provided for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is man-hours per year, with the mix recommended in **Attachment 10 in Section J**. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

NOTE B: OPTION

Option item to which the option clause in Section I applies and which is to be supplied only if and to the extent that said option is exercised.

NOTE C: SURGE

If the Government determines that an increased LOE is required, the Government reserves the right to exercise "surge" option CLINs for

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additional hours in accordance with the SOW. In the event that the Government does elect to exercise the surge option item, the appropriate ceiling and LOE may be re-aligned under labor CLINs for each task identified in the SOW. The Government estimate is 10% of yearly labor hours for labor option items. **PRIME OFFERORS SHALL propose all surge hours using a Weighted Average Loaded Labor Rate (WALLR) applied to the surge CLIN.** All surge labor CLINs shall be proposed as CPFF and shall not exceed the prime Offeror's maximum fee percent in their SeaPort Enhanced (Seaport-e) Multiple Award Contract (MAC).

Note: WALLR is calculated by dividing total proposed labor costs by total proposed hours (including subcontractors. An example can be found as **Attachment 11** in section J.)

NOTE D: OTHER DIRECT COSTS

The Government estimates total ODCs for this TO to be . ODCs should be proposed as prescribed in Section L, paragraph 4.4.4.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 Scope

This Statement of Work (SOW) sets forth the requirements for non-personal professional, technical and management support services in the areas of document review, data entry, data maintenance and distribution, document and image processing, human resources support, financial management support, property management support, and functional and administrative management support. This Task Order (TO) is utilized base-wide and supports projects and programs pertinent to Mission Support Services Department, Comptroller Department, Applied Science and Demand Management Department and Command Staff at the Naval Surface Warfare Center (NSWC), Crane Division.

1.1 Background

NSWC Crane requires program support for all projects included and assigned to this TO. The activities supported by this TO manage projects and programs that are essential to supporting the warfighter. The contractor shall provide personnel with the necessary skills to support the projects and programs managed by NSWC Crane.

1.2 Applicable Contract Paragraphs

This TO applies to the following SOW paragraphs of the basic SeaPort Enhanced (SeaPort-e) Multiple Award Contract (MAC):

- 3.1 Research and Development Support: Not applicable (N/A)
- 3.2 Engineering, System Engineering, and Process Engineering: N/A
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support: N/A
- 3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support: N/A
- 3.5 System Design Documentation and Technical Data Support: N/A
- 3.6 Software Engineering, Development, Programming, and Network Support: N/A
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support: N/A
- 3.8 Human Factors, Performance, and Usability Engineering Support: N/A
- 3.9 System Safety Engineering Support: N/A
- 3.10 Configuration Management (CM) Support: N/A
- 3.11 Quality Assurance (QA) Support: N/A
- 3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support: N/A
- 3.13 Inactivation and Disposal Support: N/A
- 3.14 Interoperability, Test and Evaluation, Trials Support: N/A
- 3.15 Measurement Facilities, Range, and Instrumentation Support: N/A
- 3.16 Logistics Support: N/A
- 3.17 Supply and Provisioning Support: N/A
- 3.18 Training Support: N/A
- 3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support: N/A
- 3.20 Program Support
- 3.21 Functional and Administrative Support
- 3.22 Public Affairs and Multimedia Support: N/A

2.0 Applicable Documents

The contractor shall perform support tasks In Accordance With (IAW) applicable military standards, handbooks, performance specifications, and non-Government documents, as well as all project specific technical documentation and information as specified herein. Project specific documentation will be provided as Government Furnished Information (GFI). All references listed are assumed to be the latest revision as of the date of TO award.

2.1 Instructions and Directives

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NSWCCRANEINST 5510.1A Information, Personnel, & Industrial Security Manual
 NAVWPNSUPPCENINST 5910.1 Control of Contractor Personnel Onboard Naval Surface Warfare Center, Crane
 SECNAVINST 5370.2J Guides to Conduct and Special Interest Items
 NSWCCRANEINST 5100.1 Occupational Safety and Health Program
 NSWCCRANINST 3432.1 Operations Security Program (OPSEC)
 NSWCCRANEINST 11240.1 Transportation Services Policy
 OPNAVINST 5102.1C Mishap Investigation and Reporting
 NAVFAC P-1021
 DEPARTMENT OF DEFENSE (DOD) 5000.1 The Defense Acquisition System
 NSW Crane Photography and Recoding Device Policy Letter 01-12 of 31 Dec 12
 NSW Crane Portable Electronic Device Storage Locker Policy Letter 13-05 of 7 May 2013
 NSW Crane All-Shred Policy 5 July 2012
 NAVSEA OP5 Volume 1 Ammunition and Explosives Safety Ashore
 OPNAVINST 5100.23G Navy Safety and Occupational Health (SOH) Program Manual
 NSACRANEINST 8020.1 Ammunition and Explosives Qualification and Certification Program for Research, Development, Test, and Evaluation Personnel
 NSWCCRANINST 7410.4, Timekeeping, Payroll and Labor
 NSWCCRANINST 4651.1C Travel Instruction
 29 Code of Federal Regulations, Civil Rights Act of 1964-Title VII
 5 U.S.C. 8101 Federal Employees' Compensation Act
 DOL Publication 810 Injury Compensation for Federal Employees

3.0 Requirements

The contractor shall provide all labor, material, travel and administrative costs to support the following tasking. The contractor shall provide personnel that possess the skills and training to fill positions that vary from a general entry level to a senior level specialist. The contractor shall comply with Personally Identifiable Information (PII) requirements regarding access and safeguarding of PII. The contractor may be required to review outgoing civilian employee requirements. The contractor may be required to participate in Rapid Improvement Events (RIE), Lean Events and Root Cause Analysis Events. All contractor personnel shall be proficient in the use of computers and various standard commercial software packages used on-Center (e.g. Microsoft Access, Microsoft Excel, Microsoft PowerPoint, Microsoft Project, Microsoft Word, Microsoft Project, iCrane SharePoint, Adobe, etc.). The contractor shall be required to utilize various systems for data entry and report generation such as Navy Enterprise Resource Planning (N-ERP), Access Enforcer (AE), Total Workforce Management System (TWMS), Wide Area Workflow (WAWF), Defense Civilian Personnel Data System (DCPDS), PM Tool, Defense Travel System (DTS), Joint Personnel Access System (JPAS), Shop Workload Management System (SWMS), Management Software (MAXIMO), Integrated Product Data Management (iPDM), Strategic Missions Technical Resource Center (STMTRC), and iCrane SharePoint. Contractor shall be flexible to learn new systems if process changes occur or any new government on-line systems to support all programs. The principle projects and programs to be supported by this SOW may include the following: Corporate Planning and Corporate Operations as they relate to the Mission Support Services Department, Comptroller Department, Applied Science and Demand Management Department and Command Staff.

- 3.1 **Research and Development Support: N/A**
- 3.2 **Engineering, System Engineering, and Process Engineering: N/A**
- 3.3 **Modeling, Simulation, Stimulation, and Analysis Support: N/A**
- 3.4 **Prototyping, Pre-Production, Model-Making, and Fabrication Support: N/A**
- 3.5 **System Design Documentation and Technical Data Support: N/A**
- 3.6 **Software Engineering, Development, Programming, and Network Support: N/A**
- 3.7 **Reliability, Maintainability, and Availability (RM&A) Support: N/A**
- 3.8 **Human Factors, Performance, and Usability Engineering Support: N/A**
- 3.9 **System Safety Engineering Support: N/A**
- 3.10 **Configuration Management (CM) Support: N/A**
- 3.11 **Quality Assurance (QA) Support: N/A**
- 3.12 **Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support:
N/A**
- 3.13 **Inactivation and Disposal Support: N/A**

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- 3.14 Interoperability, Test and Evaluation, Trials Support: N/A**
- 3.15 Measurement Facilities, Range, and Instrumentation Support: N/A**
- 3.16 Logistics Support: N/A**
- 3.17 Supply and Provisioning Support: N/A**
- 3.18 Training Support: N/A**
- 3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support: N/A**

3.20 Program Support

3.20.1 Financial Management Support

The contractor shall provide personnel skilled in the area of finance management, dealing with monetary issues that support business enterprises at a corporate level for NSWC Crane. The contractor shall analyze financial data for all financial branches such as; accounting, budgeting, payroll and vendor pay. The contractor shall support the management, and analysis, of financial data to prepare update and track monthly metrics. The contractor shall utilize Government and non-Government software programs to create and supply output products of financial data and financial reports. Specific financial management support functions required include processing of incoming government appropriated funds, private funds, outgoing funds, contract payments, travel orders and payments, and payroll.

The contractor shall provide financial support to task managers and technical project managers in monitoring and reporting the execution of funds in support of various programs. They shall work with Program Office financial management personnel to gather, compile, and analyze financial data to develop reports, and respond to data calls both internal and external to NSWC Crane. This support requires working and communicating with the task manager and sponsor on a routine basis discussing funding issues and tasking requirements.

3.20.2 Program/Project Analytical Support

The contractor shall develop, prepare and maintain program/project execution reports, such as Microsoft Project plans and Excel spreadsheets for use in the reporting and reviews of the various projects being supported. The contractor shall develop and prepare presentations to support briefings and reviews. The contractor shall be required to provide database support. The contractor shall provide data management support associated with specified systems. This effort may include providing administrative and managerial support for technical manuals, drawings and other technical data.

The contractor shall maintain records, prepare reports and provide comments as required. The contractor shall support the establishment of technical data tracking systems, and in the control and dissemination of materials as required to support the projects.

3.20.3 Human Resources Support

The contractor shall review, analyze, and report Government employment information to the Human Resources office. The contractor shall monitor, track, update, and provide reports on employee personnel actions, employment training, employment certifications, and employee assistance programs.

The contractor shall schedule and facilitate new hire orientation sessions. Data will be gathered and analyzed for metric purposes as required by the On-Boarding Program. The contractor shall also support the check-in of government civilians. The contractor shall provide support and coordination of the mentoring program and provide support for the iCrane SharePoint Mentoring site.

The contractor shall provide support such as documenting processes, initiating and facilitating meetings, capturing metrics, scheduling, recordkeeping, reporting, coordination across various organizations including those external to Crane, and updating systems. The contractor shall identify and resolve complex problems that impact processes. The contractor will be required to utilize appropriate verbal and written communication skills.

The contractor shall provide support to Equal Employment Opportunity (EEO) Programs IAW 29 Code of Federal Regulations, Civil Rights Act of 1964-Title VII, and other applicable laws, regulations, and Executive Orders to include: Affirmative Employment Program, Discrimination Complaints Program, Disability Program and Special Emphasis Program, as well as supporting the Diversity Council. Support presentations, diversity articles, metrics tracking and reporting, facilitation of various meetings and events and providing EEO case documentation via

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upload to established systems and hard copy, as required. Tasking involves preparing facilities, briefing materials, agendas/minutes, supporting diversity and special emphasis events and related tasking to support compliance and functional efforts of the EEO/Diversity office. Contractor is required to maintain strict confidentiality of all information exposed to in supporting all processes and procedures pertaining to EEO efforts.

The Contractor shall review, validate and process training invoices to the Comptroller Department for all college courses and shall act as the point of contact for the Electronic Warfare Master's Program. The contractor shall support the college and Defense Acquisition Workforce Improvement Act (DAWIA) office regarding research, correspondence, and phone inquiries.

Contractor shall enroll students in N-ERP and satisfy the student's requirements upon completion.

Contractor shall update local training database with payment dates and additional required information and check for outstanding continued service agreements.

Contractor shall review and validate vendor cost reports for NSWC Crane. Contractor shall initiate labor transfer to the Comptroller Department and support purchase requisition/purchase order research.

Contractor shall run monthly e-report for outstanding training that has not been satisfied in applicable system.

Contractor shall review, update and route division controlled processes.

The contractor shall create, maintain and monitor the NSWC Crane OCONUS Personnel Visibility (OPV) tracking system. The contractor shall provide pre and post deployment documentation for all personnel and assist with any required documentation. The contractor shall advise managers of required training requirements prior to deployment and will provide metrics as required. Contractor shall maintain the OCONUS Personnel Tracking Cell (OPTC) iCrane SharePoint site. Contractor shall provide status reports and attend meetings as required.

The contractor shall provide analytical support and interpretation of human capital data using statistical methods. Identify trends, cause/effect relationships, and interpretation to support conclusions and recommendations.

Contractor shall answer calls and emails received by the NSWC Crane Human Resource Help Desk. The Help Desk receives approximately 300 to 500 calls or emails per year. Each call or email shall be entered into the Help Desk tracking system. Contractor shall receive and process all Human Resource Data Request forms. The contractor shall receive initial and completed Human Resource data calls and maintain Data Call tracking system. The contractor shall also provide assistance with the Human Resources (HR) iCrane SharePoint site.

The contractor shall provide support for data entry of Request for Personnel Actions in the DCPDS system. The contractor shall utilize the web-based USA Staffing suite for various actions, including Onboarding Manager.

The contractor shall provide support for the Federal Employees Compensation Act (FECA) Program including performing as the Injury Compensation Program Administrator (IPCA) IAW all applicable laws, rules and regulation outlined in 5 U.S.C. 8101 and DOL Publication 810. Tasking includes facilitating workers compensation claims, performing liaison duties with Department of Labor (DOL), advising supervisors and employees on regulatory requirements associated with the program, tracking and reporting on program metrics. Contractor shall complete and maintain any and all required DOL certifications applicable to serving as IPCA. Contractor shall be responsible for entering employee claims into the Defense Injury and Unemployment Compensation System (DIUCS) and accessing status reports from that system for management review. In addition, contractor is required to utilize various other DOL automated systems necessary to process claims and check status of claims including Automated Query System (AQS) and Automated Claimant System (ACS).

Contractor shall support the NSWC Awards Program and Performance Management Program. Support includes coordinating and processing actions related to various award programs including Command Awards, Monthly CO Awards, and a variety of external awards; advising supervisors on performance management policies, practices and procedures and processing performance actions related to setting standards and completing performance evaluations. Contractor shall utilize a variety of personnel systems to complete these tasks. Contractor shall perform administration and troubleshooting for the Performance Management Tool (PMT) and will provide guidance and training to supervisors and employees on the use of the tool.

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Contractor shall provide support related to Department of Navy Benefits programs, including coordinating benefit fairs, facilitating onsite visits by various health insurance organizations, and responding to employee inquiries for benefit information.

3.20.4 Travel Office Support

The contractor shall provide support for data analysis, preparation, submission, updating and tracking all metrics for travel orders, travel vouchers, DAWIA Travel submissions and NSWC Crane Government Travel Credit Card (GTCC) monthly metrics. The contractor shall access the Defense Travel System (DTS) to monitor and track travel orders and/or vouchers. The contractor shall provide status and assist government personnel to resolve DTS problems or issues. The contractor shall support the Agency Program Coordinator (APC) for NSWC Crane Government Travel Credit Card (GTCC) Program. Support to the APC shall include providing support and advice, in the preparation, submission and tracking of all GTCC applications utilizing the CitiDirect Card Management System (CCMS), and monitoring GTCC usage. Support also includes running monthly delinquency status reports via the CitiBank Custom Reporting System (CCRS) or providing reports as requested by Approving Officials, Government Supervisors, or NSWC Command personnel. Monthly delinquency reports shall be provided to GTCC holders, supervisors, and Command.

3.20.5 Property Management Support

The contractor shall support the management of NSWC Crane's plant property records. The contractor shall analyze, extract, manipulate, update and maintain plant property data for monthly metrics reporting. The contractor shall input data and maintain NSWC Crane Division's entire plant property asset accounting records. Review and process all requests for the acquisition, transfer, modification, and disposal of assets to ensure they are properly recorded in N-ERP; process plant property record deletions within N-ERP, create and process DD Forms 1348-1 using Electronic Turn In Documents (E-TIDs). Contractor shall receive excess equipment and sort excess equipment at the designated building for Defense Logistics Agency (DLA) processing. Prepare paperwork and process all excess requests. Contractor shall contact the Safety Office as necessary for disposal of equipment containing hazardous material. Contractor shall issue plant property tags. Maintain and provide technical support for the N-ERP records. Maintain and track the identification records of Capital Purchase Project (CPP) assets for projects identified as CPP utilizing the plant and minor property self-verification process. Maintain the plant and minor property physical inventory process. Compile the results of each physical inventory. Ensure that all missing assets are reported to the appropriate Supervisor for direction and approval for further action. Contractors shall report any suspicious theft, fraud or misuse immediately to the NSWC Crane Security Department. Contractors shall issue recommendations involving changes to maintain accurate accounting records. Comply with all relevant instructions.

3.21 Functional and Administrative Support

3.21.1 Document Review Support

The contractor shall review and evaluate program management data. The contractor shall provide analyses and written recommendations, with supporting evidence for Government acceptance or rejection, taking into consideration mission and specified requirements.

3.21.2 Data Management and Distribution Support

The contractor shall operate a data repository containing engineering or other technical data. This data consists of items such as engineering drawings, manuals, and other technical documents for which hard copy or magnetic media masters are to be retained. The contractor shall receive documents, maintain an automated logging system, copy each document on the media available as specified by Technical Instruction (TI) for protection on a sequential number system, remove and release documents as requested, maintain a record or master of copy holders, provide reproduction and distribution, and perform other librarian type tasks. Distribution tasks require packaging, labeling, and mailing or otherwise shipping single or multiple documents to single or multiple locations within or outside the Government.

3.21.3 Document and Image Processing Support

The contractor shall scan management, technical and engineering documents furnished by the Government as GFI. A scanning system, maintained by the Government, shall be provided for contractor use. The contractor shall

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produce documents as required by the TI.

3.21.4 Data Entry Support

Contractors shall electronically input data into numerous databases, utilizing Government and non-Government software programs.

3.21.5 Management and Operational Support

The contractor shall provide support for the successful operation of the organization. The contractor shall use paging systems and/or provide assistance for visitors. The contractor shall schedule conference rooms utilizing the common iCrane SharePoint calendar. The contractor shall create, revise and clarify procedures to eliminate conflict or duplication. The contractor shall be proficient in the use of computers and the standard Microsoft software packages used at NSWC Crane.

The contractor shall perform timekeeping duties including verifying and tracking leave requests against timesheet entries, track overtime and compensatory execution, verify with Government supervisors/managers that employees are charging to the correct network activity (NWA) number, communicate with government supervisors/managers to ensure that all employees leave requests are submitted in a timely manner, notify supervisors when time is ready for approval, run missing labor reports, organize and track leave requests, input labor transfers, input undistributed labor reject corrections. The contractor shall review travel orders in DTS prior to management approval, track and verify all government employee training time utilizes the appropriate NWA, and ensure all personal, confidential and private information is kept secure.

3.21.6 Senior Management and Operational Support

The contractor shall support the overall efficiency and effectiveness of the Department management procedures. The contractor shall advise when new procedures are needed for changing situations and shall support implementation of alternative procedures. The contractor shall perform tasks such as data collection coordination, meeting minutes, tracking action items, prepare presentations, etc. The contractor schedules conference rooms utilizing the common iCrane SharePoint calendar. The contractor shall create, revise and clarify procedures to eliminate conflict or duplication. The contractor shall identify and resolve various complex problems that affect the flow of work transactions. The contractor shall be proficient in the use of computers and the standard Microsoft software packages used at NSWC Crane.

3.22 Public Affairs and Multimedia Support: N/A

4.0 Government Furnished Items

4.1 Government Furnished Information (GFI)

The Government will provide all applicable technical documentation and information to the contractor as Government Furnished Information. This GFI will be provided as required by TI or at the request of the contractor.

4.2 Government Furnished Material (GFM)

Government Furnished Material will be provided when the contractor has a requirement for special or specific Government material per specific tasking and as instructed by the TI.

4.3 Government Furnished Equipment (GFE)

The GFE will be provided when the Contractor has a requirement for special or specific Government equipment per specific tasking and as instructed by the TI. The Government will provide all equipment and computing resources including NMCI hardware, software programs, and access to required files and databases only for work performed on NSWC Crane. This is the only GFE identified at this time. No other GFE has been identified. Computer equipment will be supplied at NSWC Crane only.

4.4 Government Furnished Facilities (GFF)

The Government will provide office space and equipment, forms, access to hardware, software, general office supplies

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and storage space as required to protect Government documentation. Contractors performing work on site at NSWC Crane due to accessibility of files and other information will need NMCI seats and services. The Government will provide all equipment and computing resources including NMCI hardware and software programs. Off-site contractors who require only e-mail and data access to NSWC Crane will not be provided with Government NMCI seats or services. Those situations require access to the internet, a valid Government issued software certificate, the associated software, and, if necessary, valid Government issued identification. It is anticipated that contractors performing work outside NSWC Crane work areas may be required to attend meetings at NSWC Crane on a weekly basis.

4.5 Government Owned Vehicles

The Government shall provide contractor access and authorization to operate Government owned vehicles (GOV) for the purpose of transporting materials and documents to and from buildings within the NSWC Crane confines. Government provided vehicles shall be used solely for the purposes as described in this SOW and authorization shall be annotated in individual TIs. All drivers must present proof of valid operator driver's license prior to operating a government vehicle. The contractor shall operate motor vehicles IAW NSWCCRANEINST 11240.1 or most recent instruction. All contractor personnel operating Government vehicles, to include materials handling equipment, shall be licensed in IAW provisions set forth IAW NSWCCRANEINST 11240.1 or most recent instruction, except when a valid state driver's license shall be accepted as proper authority for operation of commercial/administrative (non-tactical) vehicles up to and including 10,000 pounds gross vehicle weight upon completion of training courses as called out in NSWCCRANEINST 11240.1 or most current instruction. The contractor shall ensure contractor personnel have in their possession a valid US Government Motor Vehicle Operator's Identification Card (SF 46) or valid state driver's license, as applicable, when operating vehicles and equipment. The contractor shall report any accidents involving motor vehicles or any other equipment IAW NSWCCRANEINST 11240.1 or most recent instruction.

4.6 Return of Government Furnished Items

All GFI, GFE, and GFM provided to or acquired by the contractor shall be returned to the responsible Requiring Technical Activity (RTA) upon completion of assigned tasking.

5.0 Deliverables

All deliverables shall be completed and submitted IAW Contract Data Requirements Lists (CDRLs) and the requirements listed below

SOW Para	CDRL Number	Data Item Description Number	Data Item Description Title
3.0	A001	DI-MGMT-80368A	Contractor's Progress, Status and Management Report
3.0	A002	DI-MGMT-81651	Contract Invoice and Payment Report
3.0	A003	DI-MGMT-81797	Program Management Plan
3.0	A004	DI-FNCL-80331A	TO Funding Notification Letter
3.20,3.21	A005	DI-MGMT-80508B	Trip Report
3.20,3.21	A006	DI-MGMT-80508B	Technical Report-Study Services
3.20,3.21	A007	DI-ADMN-81249A	Conference Agenda
3.20,3.21	A008	DI-ADMN-81250A	Conference Minutes
3.20,3.21	A009	DI-ADMN-81373	Presentation Material
3.20,3.21	A010	DI-MGMT-81834A	Contractor's Personnel Roster

6.0 Special Provisions

6.1 Security

Performance on this TO may require contractor employees to have access to classified information up to and

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including the **Secret** level. The contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DOD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The contractor may be required to have access to live data during the performance of this TO. Any records and data or information the contractor may have access to may be highly sensitive and confidential. The contractor must not divulge any information about files, data processing activities or functions, user ids or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the contractor's responsibility to ensure that all required employees have proper authority. All classified material shall be processed and protected IAW the provisions of this SOW and all required instructions and directives in effect concerning the processing of classified material. U.S. Citizenship is required for all positions.

6.2 Travel

6.2.1 Travel Requirements

The contractor may be required to travel Continental United States (CONUS). All travel requests for contractor's travel will be authorized by a COR approved Travel Authorization unless specified within the TI. The contractor shall submit a trip report to the technical points of contact for all travel performed no later than two weeks after completion of the trip.

6.2.2 Travel Authorization

Any travel undertaken by the contractor for performance of TO must have prior authorization by the COR (as stated in each TI).

6.2.3 Need-to-Know Certification

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the contractor shall initiate requests for need-to-know certification and submit these request to/through the COR for appropriate action.

6.3 Contracting Officer's Representative (COR)

The COR is the point of contact for non-substantiate communications of a technical nature. Only the Contracting Officer has the authority to change the requirements of this order(s). The COR is identified in Section G of the solicitation.

6.4 Requiring Technical Activity (RTA)

The RTA contacts are Functional Managers, Task Managers, and project leads which will be identified in individual TIs.

6.5 Funding

This TO will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN. Tasking shall be assigned via TI signed by the Procuring Contracting Officer (PCO).

6.6 Safety and Health

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

6.7 Hazardous Materials

The contractor will provide personnel responsible for the handling of the hazardous materials and the respective

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Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials.

6.8 Control of Contractor Personnel

The contractor shall comply with the requirements of NSWCCRANEINST 5510.1A and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, job titles, and original birth certificates. This list shall be updated within forty eight hours after changes occur.

6.9 Identification Badges

The contractor shall be required to obtain identification badges from the Government for contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on the requiring activities property. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges.

The contractor shall be responsible for ensuring all identification badges (Common Access Card and Identification Badge) issued to contractor employee are returned to the Contracting Officer Representative (COR) within forty eight hours following the completion of the contract, relocation or termination of an employee issued identification badge, and upon request by the Contracting Officer.

6.10 Accident Reporting

The contractor shall maintain an accurate record of and shall report all accidents to the COR immediately after incident occurs.

6.11 Smoking Regulations

Smoking on Government property shall be in approved areas only IAW NAVFAC P 1021. Smoking in vehicles is prohibited.

6.12 Release of Information

All technical data provided to the contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer (KO) Dissemination or public disclosure includes permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

6.13 Privacy Act

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.14 Damage Reporting

The contractor shall maintain an accurate record of and shall immediately report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1C.

6.15 Non-Personal Services

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules

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for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the TO Contracting Officer immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

6.16 Investigations

Contractor employees shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

6.17 Government Observations

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe contractor operations. Efforts will be made to minimize the degree of disturbance on contractor performance

6.18 Work Area Cleanliness

The contractor shall be responsible for the orderliness and cleanliness of all Government controlled areas being used by the contractor for office and storage. The space shall be clean, neat and free from fire hazards, unsanitary conditions and safety hazards.

6.19 Key Control

The contractor shall establish and implement methods of ensuring that all keys issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the contractor by the government shall be duplicated. The contractor shall develop procedures covering key control. Key control and accountability shall be IAW the key control requirements set forth in applicable regulations.

6.20 Hours of Operation

The contractor's hours of operation will be provided on each individual TI. If not so stated, then the normal duty hours for contractor on-site personnel and the contractor's liaison facility personnel assigned to this effort fall between 0630 and 1800 hours during normal government workdays, Monday through Friday. The contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required. If contractor desires to have personnel work compressed work schedule it shall be requested in writing and approved by the COR.

6.20.1 Compressed Work Schedule

The contractor may be permitted to utilize a compressed work schedule for their employees working at NSWC Crane Division if specified on individual TI. A compressed work schedule allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0600 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1430 and 1730. The contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the contractor will be notified by the COR of any permanent or temporary exceptions.

6.20.2 Flextime

The contractor may be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flextime schedule allows a starting time between the hours of 0600 and 0900, with a quitting time eight and one-half hours after the clock-in time (1430 to 1730). The contractor may be

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required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the contractor will be notified by the COR of any permanent or temporary exceptions.

6.20.3 Closed Days

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security, and/or inclement weather/dangerous conditions. The contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges IAW the company policy.

6.20.3.1 Inclement Weather

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

6.20.3.2 Holidays

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day	Birthday of Martin Luther King, Jr.
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the contractor IAW the practice as observed by the assigned Government employees at the using activity.

6.21 Continuous Improvement

The contractor shall support the NSWC Crane Continuous Improvement program. The contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

6.22 Information Non-Disclosure

Contractor personnel may be required, from time to time, to sign Non-Disclosure Agreements as applicable to specific SOW tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure Agreements (NDA). The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

6.23 Licenses, Certifications, and Training

Contractor personnel that support the Property Management Office may be required to obtain and secure a fork lift license to move or dispose of equipment or material in the performance of their normal duties.

Most support positions do not require specialized training to perform their normal duties. However, the military base has many systems and programs that mandate required training or certification to use system equipment or to be around the system equipment for safety. Each TI will identify all required training, certifications, or licenses

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associated with the support duties needed. Training may be Government sponsored and conducted on-center or contractor sponsored and conducted at vendor facilities. Training, certifications, or licenses are listed as mandatory or optional and shall be required to complete tasking as specified in the TI.

Mandatory training, certifications, or licenses:

Contractor support positions shall be trained in all levels of Microsoft Office Suite 2010 and Adobe Acrobat software.

Optional training, certifications, or licenses:

Fork Lift License required to support Property Management Office.

Contractors shall be required to complete mandatory training courses when identified by the Government. Most training is posted to the Total Workforce Management System (TWMS) and completion is recorded when exiting the program appropriately. Mandatory safety training will be posted in the Enterprise Safety Applications Management System (ESAMS). Courses shall be completed within the required timeframe. TWMS and ESAMS will be monitored by the Government for progression of completion. It is estimated that ten to fifteen courses lasting approximately one hour each shall be required annually. These trainings are identified by Naval Sea Systems Command (NAVSEA), NSWC Crane Functional owners and result from a government law, regulation or policy.

6.24 Existing Conditions

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any costs or liability the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

6.25 Data Rights

All data/documentation delivered/created in support of this effort becomes the property of the US Government and will be delivered without proprietary markings. The Government will have unlimited rights of all data delivered under this TO. The Government will have unlimited data and distribution rights to all processes, systems and equipment developed under this SOW. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. The Government will have unlimited rights to reproduce and use all submitted CDRL(s).

6.26 Use of Government Vehicles/Material Handling Equipment

Contractor may be required to drive Government owned/leased vehicles and material handling equipment on-site at NSWC Crane in performance of their duties. Authorization to drive Government owned/leased vehicles and operate Government owned materials handling equipment, such as overhead cranes and forklifts, will be specifically authorized when applicable. All contractor personnel operating Government vehicles/handling equipment shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government manager and the Contracting Officer.

6.27 Contractor Identification

This TO is for non-personal services as defined by FAR Subpart 37.104. As such, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

6.28 Skills and Training

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFAR 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is

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the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

6.29 Operation Security (OPSEC) Requirements

Operations Security (OPSEC) is concerned with those necessary actions and events that must occur, but which may also provide a tip-off to the adversary. OPSEC does not evaluate the effectiveness of classified and routine security countermeasures. Rather, it assumes that such measures are in place and effective, and concentrates on what is unprotected by those measures. Security programs and procedures provide detailed requirements for the protection of classified information; however, information generally available to the public, as well as other detectable or observable activities, may reveal the existence of, or details about, classified or sensitive information or undertakings. Properly applied, OPSEC directly contributes to operational effectiveness. The Contractor shall perform all work IAW the NSWC Crane OPSEC Instruction 3432.1 and the following NSWC Crane policies:

NSWC Crane Photography and Recoding Device Policy Letter 01-12 of 31 Dec 12
NSWC Crane Portable Electronic Device Storage Locker Policy Letter 13-05 of 7 May 2013
NSWC Crane All-Shred Policy 5 July 2012

Furthermore, the contractor shall foster a work environment where employees are aware of their responsibility to employ OPSEC in their daily work practices.

6.30 Post Award Meetings

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at Task Order award).

(b) The contractor will be given at least five working days' notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

(d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, IAW HQ G-2-0007. The contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.

6.31 Enterprise-wide Contractor Manpower Reporting Application

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

7.0 Place of Performance

The work shall be performed at NSWC Crane Government facilities or the contractor facility. The place of performance will be defined on each TI released by the Contracting Officer. The contract facility shall be located within a 50 mile distance of NSWC Crane.

7.1 Period of Performance

The initial award will be for a 1-year base period of performance (POP) with 4 one-year options.

8.0 Performance Standards Instructions

As a performance based acquisition for engineering, technical and management support services, the requirements are structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated IAW the performance standards/acceptable quality levels summarized in

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the Quality Assurance Surveillance Plan (QASP) attached to the RFP.

HQ C-1-0001 DATA REQUIREMENTS (NAVSEA)(SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Attachment 1, attached hereto.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

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

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall

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not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)(JAN 2008)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal (**Version A**) dated **21 February 2014** in response to NAVSEA Solicitation N00024-14-R-3140.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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

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

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

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

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

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

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the

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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 recompitation for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

(1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) of February 8, 2006
(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and; (3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the Defense Automation and Production Service (DAPS) in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS and with the designated Contract Administration Office for printing and binding which shall include:

- (i) Citation of contract number;
- (ii) Security classification of materials to be printed;
- (iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;
- (iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;
- (v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DAPS; (vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;
- (vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and
- (viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).
- (ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DAPS or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DAPS location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DAPS. All transportation charges are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.

(4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

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(5) DAPS will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DAPS will pack and ship the material used for printing to the DAPS, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DAPS in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DAPS to date of shipment of printed material from DAPS.

Minimum number of working

Printing Days required by DAPS

Up to 200 copies per original 30

201 through 400 copies per original 40

401 through 600 copies per original 50

601 copies per original and over 60

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by the start date of task order performance. In addition, mandatory requirements must be maintained through the life of the task order. The mandatory requirements are as follows:

Requirement 1 - Facility Security Clearance. The prime contractor's facility must be cleared to the SECRET storage capability.

Requirement 2 - Organization Conflict of Interest (OCI) Certification/Mitigation Plan. The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential conflict of interest. The certification and/or mitigation plan shall cover all team members.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:
(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this TO, unless otherwise specified in this TO.

CLAUSES INCORPORATED BY REFERENCE:

FAR 52.246-3 Inspection of Supplies - Cost Reimbursement (MAY 2001)

FAR 52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

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.

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

Item(s) 7999- Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan provided as **Attachment 6** in Section J.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	7/21/2014 - 7/20/2015
7001AA	7/21/2014 - 7/20/2015
7001AB	9/29/2014 - 7/20/2015
7001AC	9/29/2014 - 7/20/2015
7001AD	9/29/2014 - 7/20/2015
7001AE	9/29/2014 - 7/20/2015
7001AF	9/29/2014 - 7/20/2015
7001AG	9/29/2014 - 7/20/2015
7001AH	9/29/2014 - 7/20/2015
7001AJ	9/29/2014 - 7/20/2015
7001AK	9/29/2014 - 7/20/2015
7001AL	9/29/2014 - 7/20/2015
7001AM	9/29/2014 - 7/20/2015
7001AN	9/29/2014 - 12/31/2014
7001AP	9/29/2014 - 3/21/2015
7001AQ	9/29/2014 - 7/20/2015
7001AR	9/29/2014 - 7/20/2015
7001AS	9/29/2014 - 5/14/2015
7001AT	9/29/2014 - 12/31/2014
7001AU	9/29/2014 - 7/20/2015
7001AV	9/29/2014 - 7/20/2015
7001AW	9/29/2014 - 7/20/2015
7001AX	9/29/2014 - 5/15/2015
7001AY	9/29/2014 - 7/20/2015
7001AZ	9/29/2014 - 7/20/2015
7001BA	9/29/2014 - 7/20/2015
7001BB	9/29/2014 - 7/20/2015
7001BC	9/29/2014 - 7/20/2015
7001BD	9/29/2014 - 2/2/2015
7001BE	9/29/2014 - 7/20/2015
7001BF	9/29/2014 - 7/20/2015
7001BG	9/29/2014 - 7/20/2015
7001BH	9/29/2014 - 7/20/2015
7001BJ	9/29/2014 - 7/20/2015
7001BK	9/29/2014 - 7/20/2015
9000	7/21/2014 - 7/20/2015

Only those CLINs awarded will be incorporated into the TO.

CLIN - DELIVERIES OR PERFORMANCE

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

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7000	7/21/2014 - 7/20/2015
7001AA	7/21/2014 - 7/20/2015
7001AB	9/29/2014 - 7/20/2015
7001AC	9/29/2014 - 7/20/2015
7001AD	9/29/2014 - 7/20/2015
7001AE	9/29/2014 - 7/20/2015
7001AF	9/29/2014 - 7/20/2015
7001AG	9/29/2014 - 7/20/2015
7001AH	9/29/2014 - 7/20/2015
7001AJ	9/29/2014 - 7/20/2015
7001AK	9/29/2014 - 7/20/2015
7001AL	9/29/2014 - 7/20/2015
7001AM	9/29/2014 - 7/20/2015
7001AN	9/29/2014 - 12/31/2014
7001AP	9/29/2014 - 3/21/2015
7001AQ	9/29/2014 - 7/20/2015
7001AR	9/29/2014 - 7/20/2015
7001AS	9/29/2014 - 5/14/2015
7001AT	9/29/2014 - 12/31/2014
7001AU	9/29/2014 - 7/20/2015
7001AV	9/29/2014 - 7/20/2015
7001AW	9/29/2014 - 7/20/2015
7001AX	9/29/2014 - 5/15/2015
7001AY	9/29/2014 - 7/20/2015
7001AZ	9/29/2014 - 7/20/2015
7001BA	9/29/2014 - 7/20/2015
7001BB	9/29/2014 - 7/20/2015
7001BC	9/29/2014 - 7/20/2015
7001BD	9/29/2014 - 2/2/2015
7001BE	9/29/2014 - 7/20/2015
7001BF	9/29/2014 - 7/20/2015
7001BG	9/29/2014 - 7/20/2015
7001BH	9/29/2014 - 7/20/2015
7001BJ	9/29/2014 - 7/20/2015
7001BK	9/29/2014 - 7/20/2015
9000	7/21/2014 - 7/20/2015

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

7100	7/21/2014 - 7/20/2015
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7200	7/21/2015 - 7/20/2016
7300	7/21/2015 - 7/20/2016
7400	7/21/2016 - 7/20/2017
7500	7/21/2016 - 7/20/2017
7600	7/21/2017 - 7/20/2018
7700	7/21/2017 - 7/20/2018
7800	7/21/2018 - 7/20/2019
7900	7/21/2018 - 7/20/2019
9100	7/21/2014 - 7/20/2015
9200	7/21/2015 - 7/20/2016
9300	7/21/2015 - 7/20/2016
9400	7/21/2016 - 7/20/2017
9500	7/21/2016 - 7/20/2017
9600	7/21/2017 - 7/20/2018
9700	7/21/2017 - 7/20/2018
9800	7/21/2018 - 7/20/2019
9900	7/21/2018 - 7/20/2019

Services to be performed hereunder will be provided at NSWC Crane, Crane, IN.

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SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this TO, unless otherwise specified in this TO.

CLAUSES INCORPORATED BY REFERENCE:

252.204-7006 Billing Instructions (OCT 2005)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

252.201-7000 Contracting Officer's Representative (DEC 1991)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

(Revised December 31, 2012)

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.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S REPRESENTATIVE:

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

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE REPRESENTATIVE:

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

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

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

252.232-7006 Wide Area WorkFlow Payment Instructions.

As prescribed in [232.7004\(b\)](#), use the following clause:

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/>

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(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

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.

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

N/A

(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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00164
Admin DoDAAC	S4801A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00164
Service Acceptor (DoDAAC)	N00164
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

(g) *WAWF point of contact.*

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

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

SECURITY ADMINISTRATION

The highest level of security required under this TO is **Secret** as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

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-e, all funding is identified/obligated at the Subline Item Number (SLIN) level. SLINs are established sequentially by the SeaPort-e software.

SPECIAL INVOICE INSTRUCTIONS:

Each SLIN that provides 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 SLINs and ACRNs as identified in Sections B, F & G.

In accordance with (DFARS) PGI 204.7108 "Other"(d) (1) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS the following payment instructions apply to this task order:

252.204-0001 Line Item Specific : Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

TO ORDER RATES

The following rates have been approved for this TO.

Annual Labor Escalation: per year

Maximum Pass-Thru Rate: Fixed Fee on Subcontractor Costs, Total Pass-Thru amount not to exceed %.

Maximum Fee: bas year 1, fee decreases each option year down to % in the last option year on Prime Costs

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

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The following subcontractors are approved on this TO:

CoreLogis, LLC

Accounting Data

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SLINID   PR Number           Amount
-----
7001AA   130044018900001
LLA :
A1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002396954
Contractor may NOT perform against this SLIN after POP date identified in Section
F. Contractor may continue to invoice after this date, but only for work performed
through and including the aforementioned date.

```

BASE Funding
Cumulative Funding

MOD 01

```

7001AB   130045616100001
LLA :
A2 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002522323
Contractor may NOT perform against this SLIN either before or after POP date
identified in Section F. Contractor may continue to invoice after this date, but
only for work performed through and including the aforementioned date.

```

```

7001AC   130045616100002
LLA :
A3 97X4930 NH1J 253 77777 0 050120 2F 000000 A10002522323
Contractor may NOT perform against this SLIN either before or after POP date
identified in Section F. Contractor may continue to invoice after this date, but
only for work performed through and including the aforementioned date.

```

```

7001AD   130044982200001
LLA :
A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002460552
Contractor may NOT perform against this SLIN either before or after POP date
identified in Section F. Contractor may continue to invoice after this date, but
only for work performed through and including the aforementioned date.

```

```

7001AE   130044982200002
LLA :
A5 97X4930 NH1J 251 77777 0 050120 2F 000000 A10002460552
Contractor may NOT perform against this SLIN either before or after POP date
identified in Section F. Contractor may continue to invoice after this date, but
only for work performed through and including the aforementioned date.

```

```

7001AF   130044982200003
LLA :
A4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002460552
ACRN A4 INCREASE
Contractor may NOT perform against this SLIN either before or after POP date
identified in Section F. Contractor may continue to invoice after this date, but
only for work performed through and including the aforementioned date.

```

```

7001AG   130044982200004
LLA :
A6 97X4930 NH1J 251 77777 0 050120 2F 000000 A20002460552
Contractor may NOT perform against this SLIN either before or after POP date
identified in Section F. Contractor may continue to invoice after this date, but
only for work performed through and including the aforementioned date.

```

```

7001AH   130045281600001
LLA :
A7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002489525
Contractor may NOT perform against this SLIN either before or after POP date

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identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AJ 130045354400001

LLA :

A8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002496922

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AK 130045472900001

LLA :

A9 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002509118

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AL 130044982200005

LLA :

A6 97X4930 NH1J 251 77777 0 050120 2F 000000 A20002460552

ACRN A6 INCREASE

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AM 130044982200006

LLA :

A6 97X4930 NH1J 251 77777 0 050120 2F 000000 A20002460552

ACRN A6 INCREASE

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AN 130045161000001

LLA :

B1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002476637

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AP 130045161800001

LLA :

B2 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002476556

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AQ 130045193400001

LLA :

B3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002479783

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AR 130045224800001

LLA :

B4 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002483421

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AS 130045488200001

LLA :

B5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002509898

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AT 130045489800001

LLA :

B6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002511232

Contractor may NOT perform against this SLIN either before or after POP date

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identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AU 130045571400001

LLA :

B7 1741507 84E3 251 V0000 0 050120 2D 000000 A00002517785

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AV 130045329100001

LLA :

B8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002494093

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AW 130045251100001

LLA :

B9 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002484925

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AX 130045160900001

LLA :

C1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002476634

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AY 130045268500001

LLA :

C2 1741804 8C2C 251 WS020 0 050120 2D 000000 A00002488518

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through 20 July 2015, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7001AZ 130045369200001

LLA :

C3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002498195

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BA 130045546000001

LLA :

C4 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002517746

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BB 130045443200001

LLA :

C5 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002505838

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BC 130045447400001

LLA :

C6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002506321

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BD 130045503300001

LLA :

C7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002511624

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but

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only for work performed through and including the aforementioned date.

7001BE 130045290600001

LLA :

C8 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002490604

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BF 130045299300001

LLA :

C9 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002490317

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BG 130045299400001

LLA :

D1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002490318

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BH 130045556600001

LLA :

D2 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002516780

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BJ 130045444800001

LLA :

D3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002506212

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001BK 130045650400001

LLA :

D4 97X4930 NH1J 252 77777 0 050120 2F 000000 A00002526162

Contractor may NOT perform against this SLIN either before or after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 01 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in SECTION H of the basic contract apply to this TO, unless otherwise specified in this TO.

NAVSEA 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.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

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:

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
*	\$	\$	

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

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

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* Please see Sections B, F, & G.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APRIL 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.

NAVSEA 5252.245-9108 GOVERNMENT FURNISHED PROPERTY (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this task order to the contrary. Upon Contractor's written request to the cognizant COR, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this task order:

*Identified upon issuance of each Technical Instruction (TI).

CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the

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Contractor. The Contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all contractor personnel and subcontractor personnel within 30 days prior to performance or at time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS (Dec 2013)

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

A new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

For contracts which include the FAR 52.204-9 Personal Identity Verification of Contractor Personnel or will otherwise require frequent access to the Naval Support Activity (NSA)/NSWC Crane site, contractors should consider taking advantage of the benefits available from the RAPIDGate program. A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer.

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is , and can be reached at _____

Additional information is available at <http://www.rapidgate.com/rapidgate>

(end of clause)

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(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 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort (does not include surge CLINS).

(b) Of the total man-hours of direct labor set forth above, it is estimated that **zero (0)** 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 (j) below), or other time

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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 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) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) 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.

(i) 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 underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) 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

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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.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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SECTION I CONTRACT CLAUSES

52.217-8 - OPTION TO EXTEND SERVICE (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.

FAR 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 it has exercised other options.

ITEM(S) LATEST OPTION EXERCISE DATE

CLIN 7200 No later than 12 months after the TO Award date.
 CLIN 7400 No later than 24 months after the TO Award date.
 CLIN 7600 No later than 36 months after the TO Award date.
 CLIN 7800 No later than 48 months after the TO Award date.

CLIN 9200 No later than 12 months after the TO Award date.
 CLIN 9400 No later than 24 months after the TO Award date.
 CLIN 9600 No later than 36 months after the TO Award date.
 CLIN 9800 No later than 48 months after the TO 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 manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.219-6 -- Notice of Total Small Business Set-Aside (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).*

(c) *General.*

- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the

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contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$ 236,739 **(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.

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

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(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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

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

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any

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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:

252.215-7008 Only One Offer (JUN 2012)

(a) The provision at FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data other Than Certified Cost or Pricing Data, with any alternate included in this solicitation, does not take effect unless the Contracting Officer notifies the offeror that---

- (1) Only one offer was received; and
 - (2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).
- (b) Upon such notification, the offeror agrees, by submission of its offer, to provide any data requested by the Contracting Officer in accordance with FAR 52.215-20.
- (c) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

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.farsite.hill.af.mil/>

- 52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)
- 52.222-17 Nondisplacement of Qualified Workers (JAN 2013)
- 52.222-29 Notification of Visa Denial (Jun 2003) IF OCONUS travel
- 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)
- 52.223-10 Waste Reduction Program (May 2011)
- 52.232-40 Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)
- 252.242-7004 Material Management and Accounting System (May 2011)
- 252.242-7006 Accounting System Administration (Feb 2012)
- 252.244-7001 Contractor Purchasing System Administration (May 2011)

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- 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)

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SECTION J LIST OF ATTACHMENTS

Version A - Attachment 12 - DD254

Version A - Attachment 1 - Contract Data Requirements List, DD Form 1423 - 30 Pages

Version A - Attachment 2 - Wage Determination Rev 13 - 10 Pages

Version A - Attachment 3 - Staffing Plan Template - 1 Tab

Version A - Attachment 4 - Prime Offeror Cost Summary Format - 5 Tabs

Version A - Attachment 5 - Subcontractor Cost Summary Format - 4 Tabs

Version A - Attachment 6 - Quality Assurance Surveillance Plan (QASP) - 9 Pages

Version A - Attachment 7 - Sample Technical Instruction 01 - 7 Pages

Version A - Attachment 8 - Sample Technical Instruction 02 - 7 Pages

Version A - Attachment 9 - ROM Template - 6 Tabs

Version A - Attachment 11 - Surge Example - 4 Tabs

Version A - Attachment 10 - Government LOE Estimate - 1 Page