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Mechanio	csburg, PA 17	055-0795								
8. NAME AND	ADDRESS OF CONTR	ACTOR (Number, stre	et, county, State and ZIP Co	ode)	(X)	9A. AMENDMEN	NT OF SOLIC	CITATION	NUMBE	ER
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	appropriation data,	etc.) SET FORTH IN	ITEM 14, PURSUANT TO TH	HE AUTHORITY OF FAR 4	3.103(l	0).				
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	C. THIS SUPPLEMEN	ITAL AGREEMENT IS	ENTERED INTO PURSUAN	NT TO AUTHORITY OF:						
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	FAR 52.232-	22 LIMITATI	ON OF FUNDS (	APR 1984)						
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## **General Information**

1. THE PURPOSE OF THIS MODIFICATION IS TO REVISE THE SUBJECT ORDER AS FOLLOWS:

(A) COST PLUS FIXED FEE CEILING IN THE AMOUNT OF IS HEREBY TRANSFERRED FROM CONTRACT LINE ITEM NUMBER (CLIN) 7500 TO INCREASE CLINS 7515 AND 7516.

ADDITIONALLY, LABOR HOURS IN THE AMOUNT OF 3,097.5 ARE HEREBY TRANSFERRED FROM CLIN 7500 TO CLINS 7515 AND 7516. THESE CLINS PROVIDE SUPPORT AT NSWC BETHESDA AND NSWC PHILADELPHIA. THE TABLE BELOW PROVIDES DETAILS ON THE TRANSFER:

		HOURS		CEILING	
CLIN	CHANGE	QTY	COST	FEE	CPFF

(B) IN ORDER TO ACCOMMODATE THE FUNDING REQUIRED BY PARAGRAPH 1(A) ABOVE, FUNDING IS HEREBY INCREASED AS SHOWN BELOW:

		HOURS				
SLIN	CHANGE	QTY	COST	FEE	CPFF	ACRN

- 2. ALL OTHER TERMS AND CONDITIONS OF THIS ORDER REMAIN THE SAME.
- 3. A CONFORMED COPY OF THIS TASK ORDER IS ATTACHED TO THIS MODIFICATION FOR INFORMATIONAL PURPOSES ONLY.
- 4. ACCOUNTING AND APPROPRIATION SUMMARY FOR THE PAYMENT OFFICE.
  - A. The total amount of funds obligated to the task order is hereby increased from



CLIN/SLIN	Fund Type	From	Ву	То

B. The total value of the task order is hereby

CLIN/SLIN	From	Ву	То

C. SECTION G OF THE BASIC TASK ORDER - ACCOUNTING DATA - IS REVISED TO INCLUDE THE FOLLOWING:



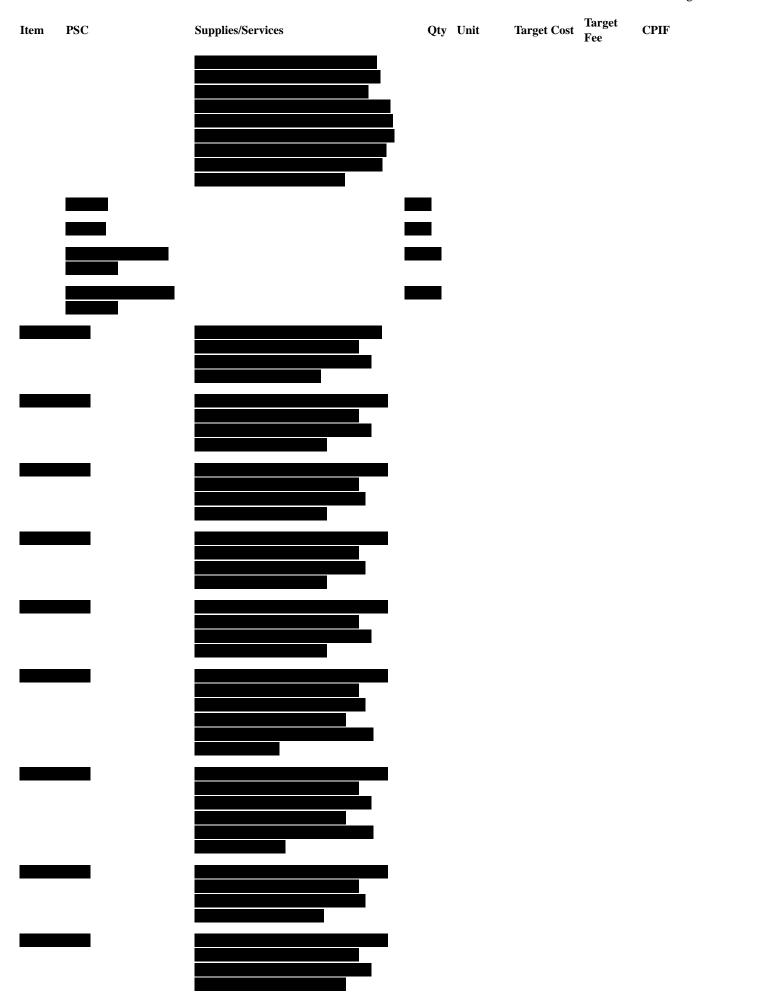
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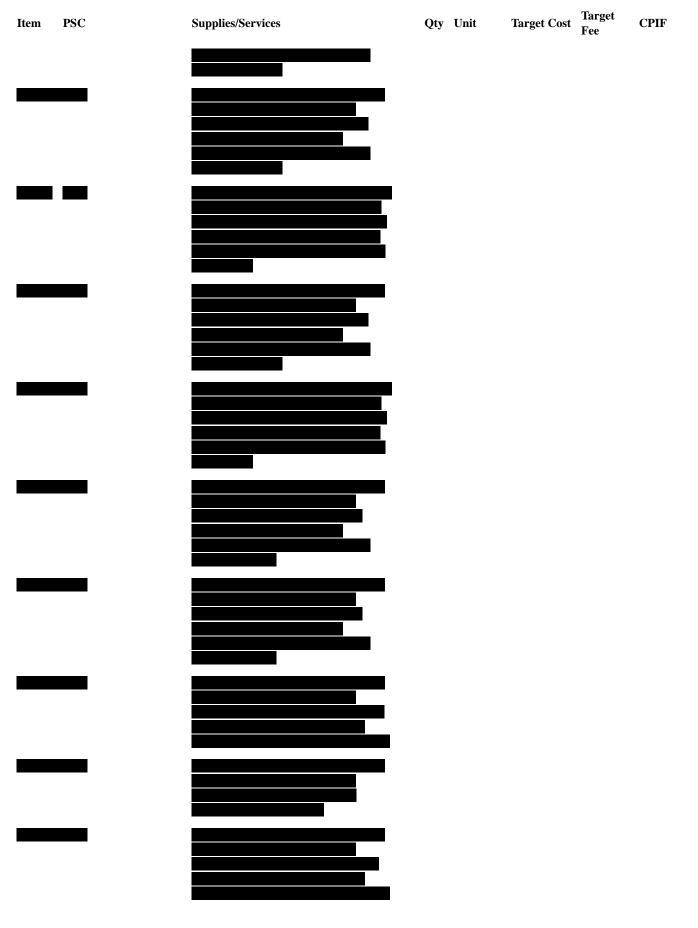
## **Section B - Supplies and Services**

**CLIN - SUPPLIES OR SERVICES** 

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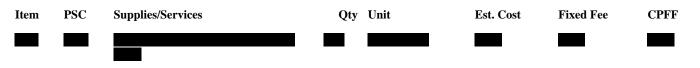
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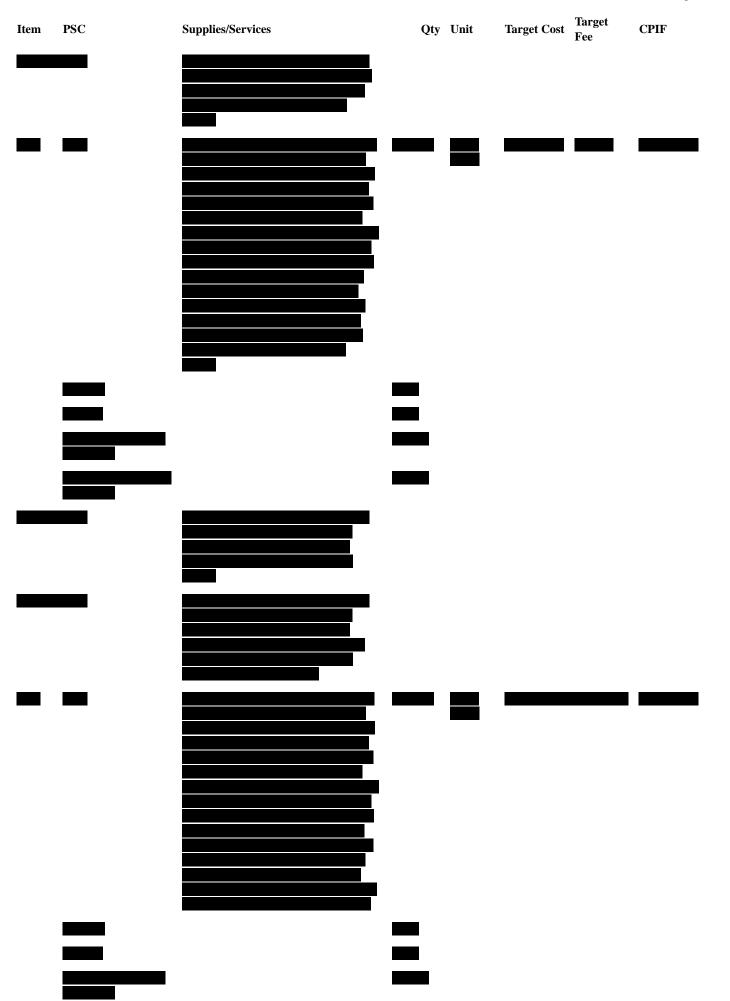
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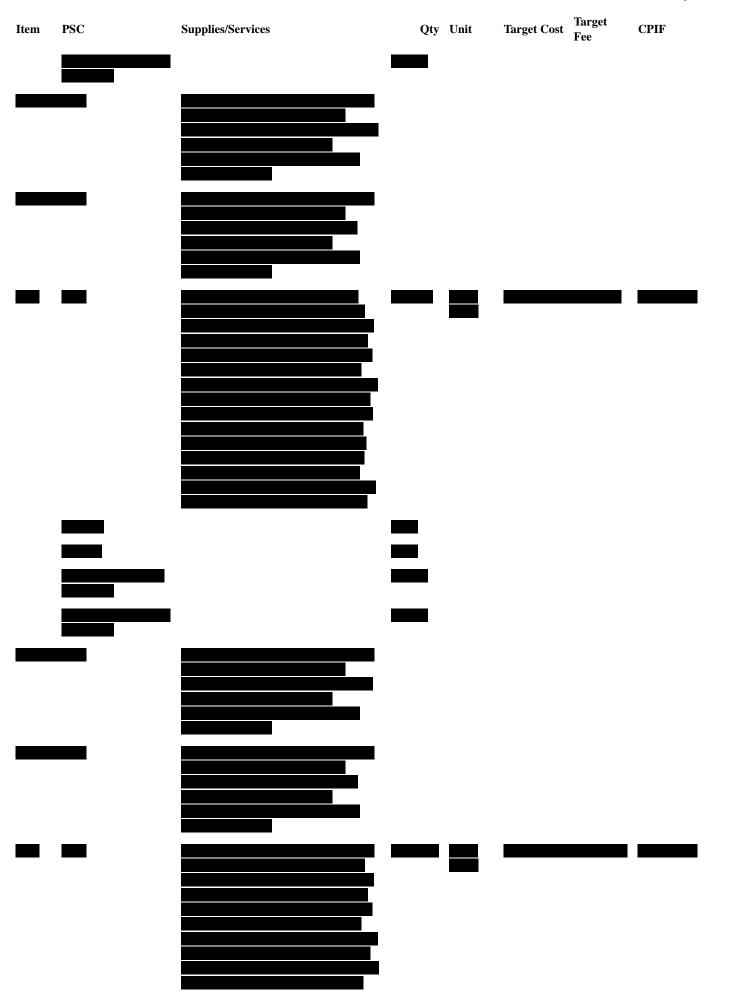


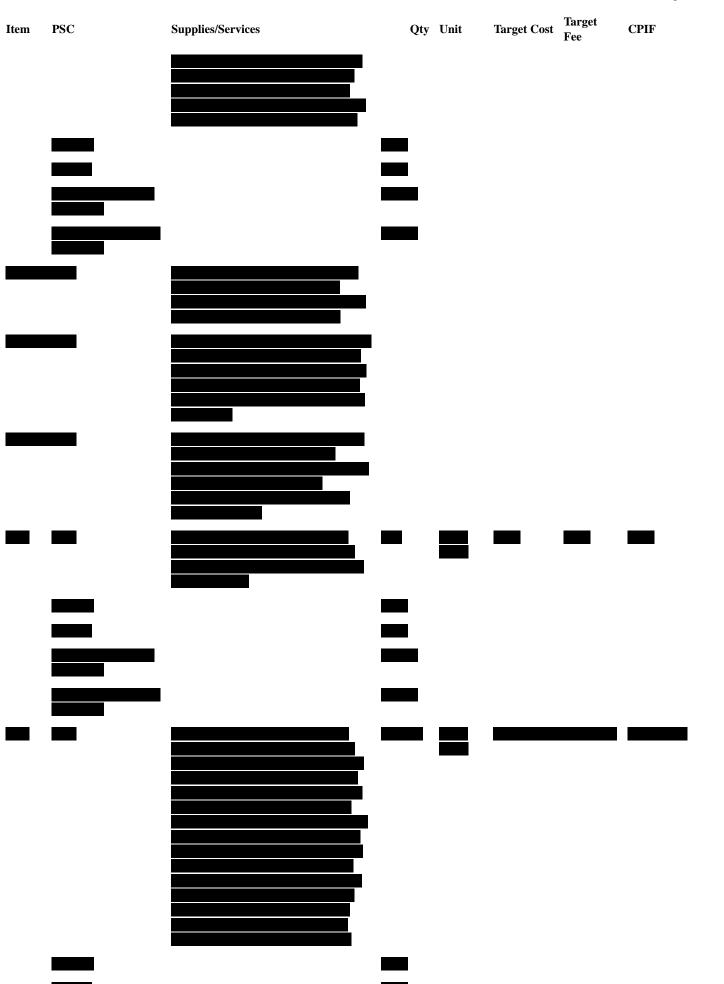


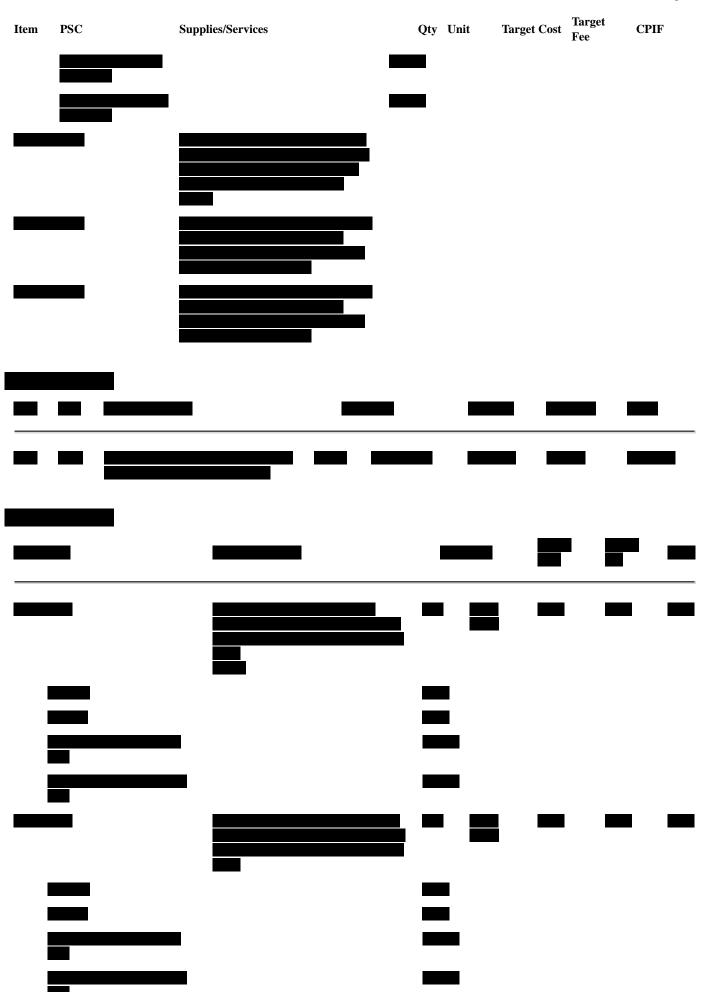




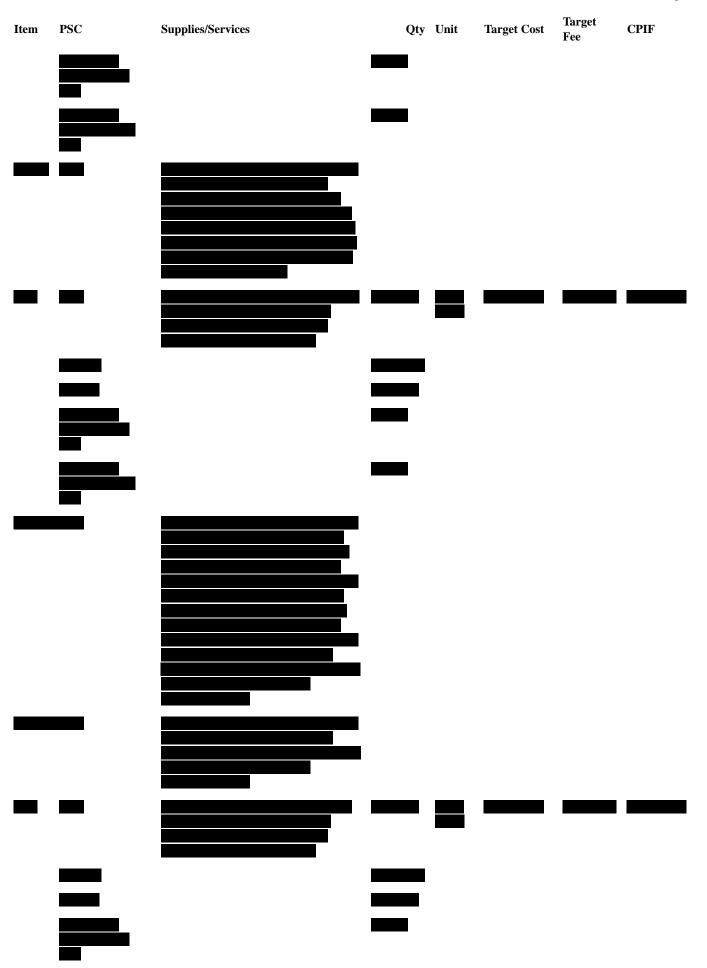








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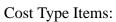


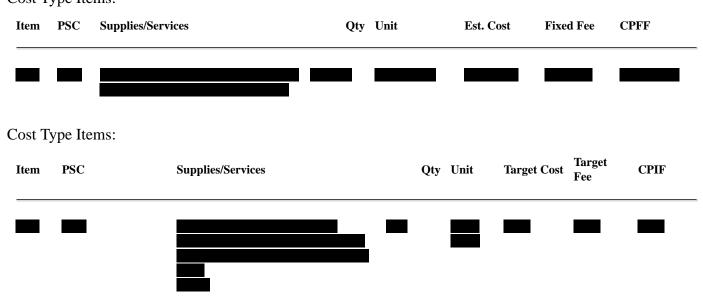






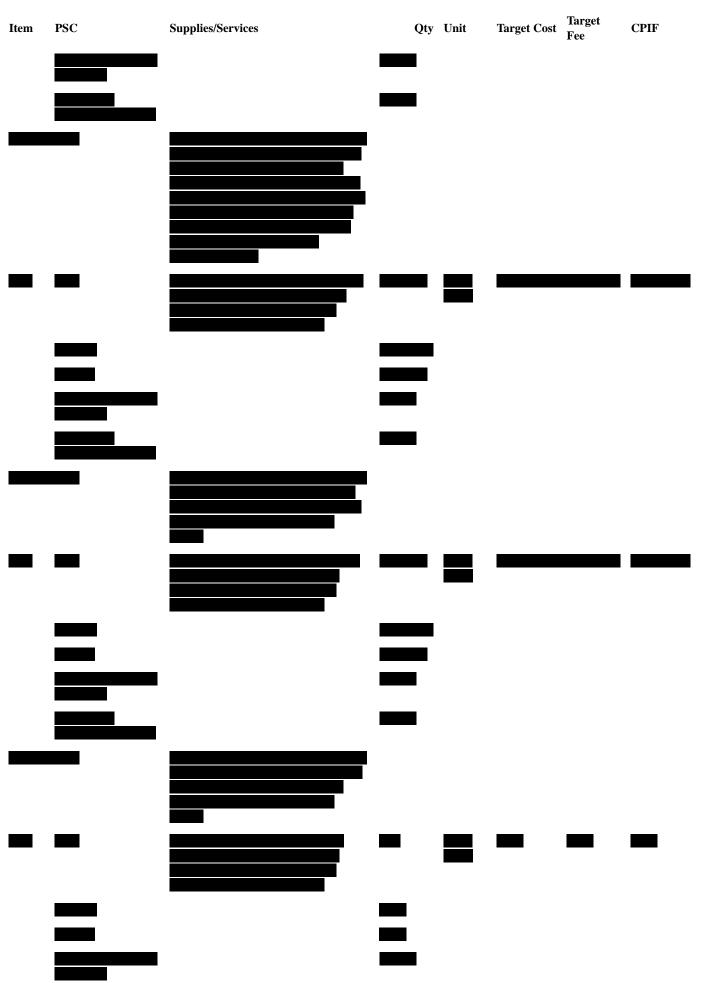




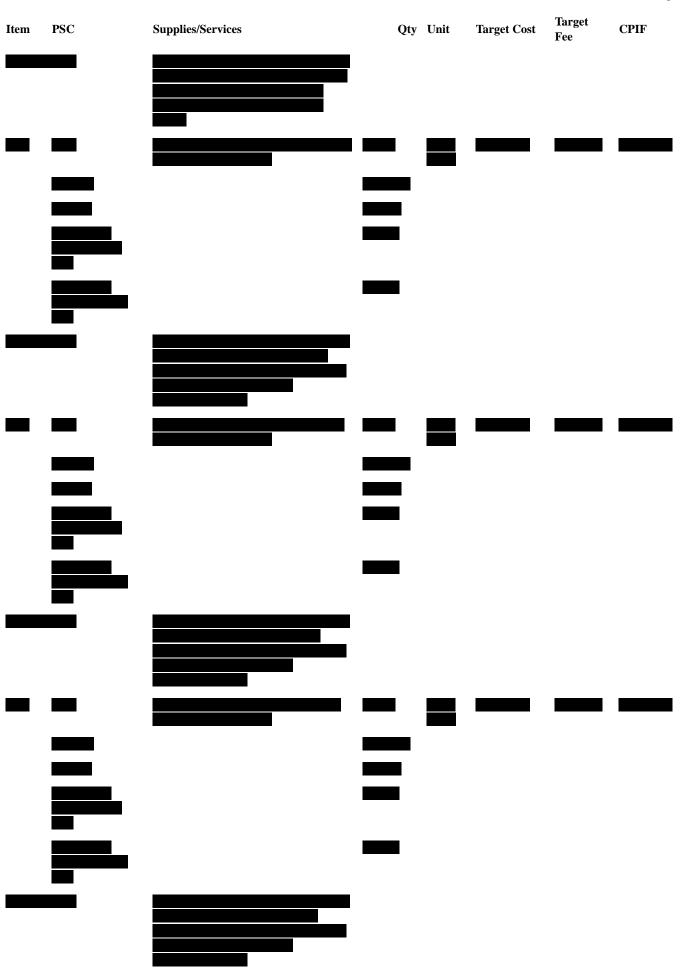


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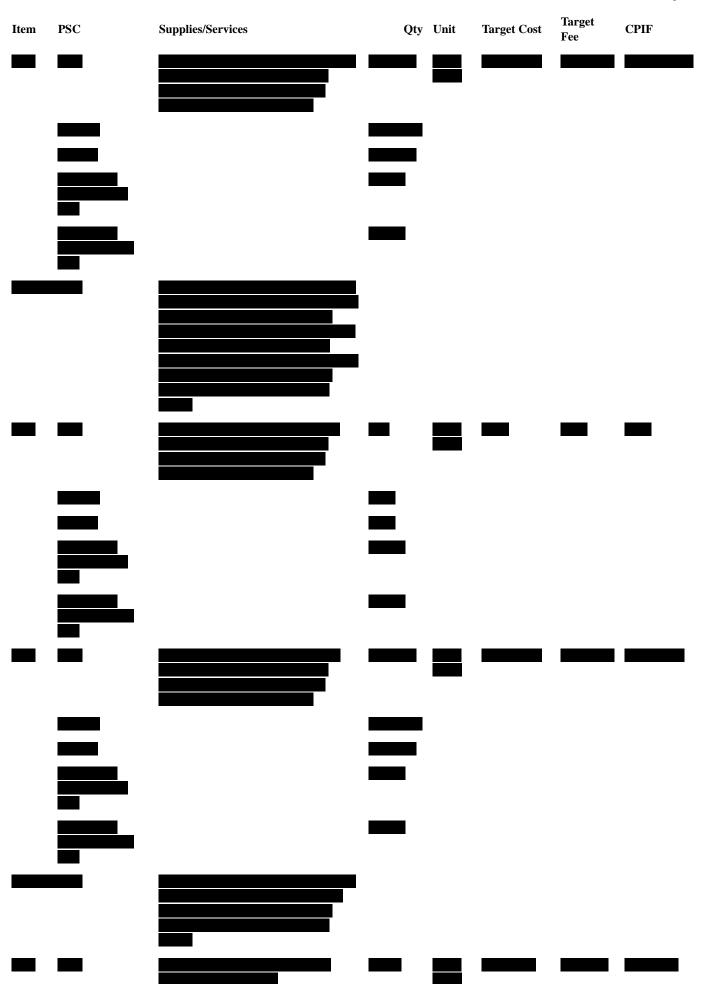


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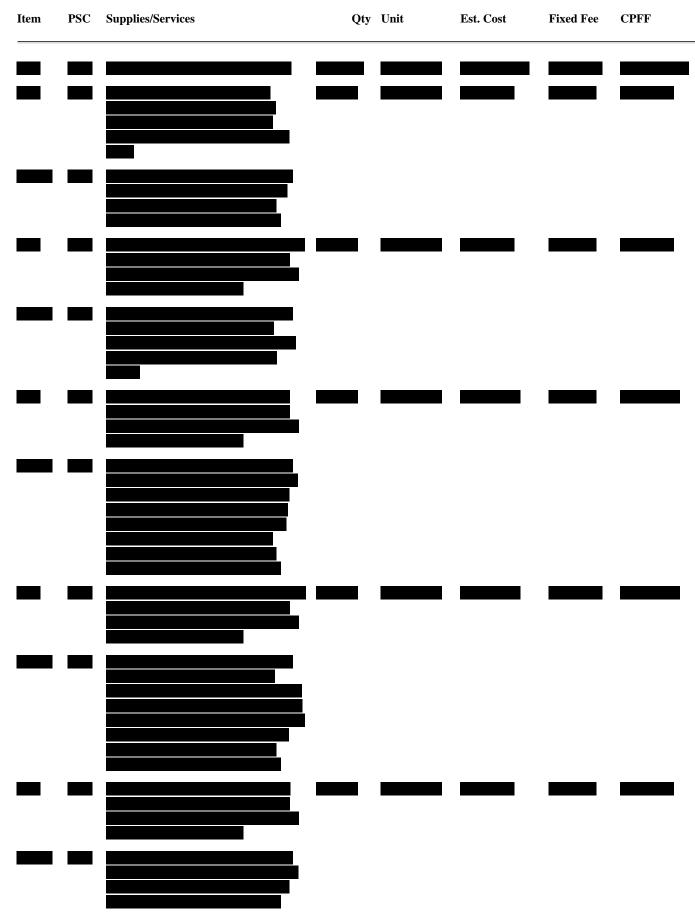
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# Cost Type Items:



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Cost Only Items:						

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Est. Cost

PSC

Item

Supplies/Services



Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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# **NOTE A: FEE INSTRUCTIONS** (Applicable to all Incentive Fee Line Items)

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee percentage, if less than the solicitation stated thresholds, will be incorporated in the below clause and in FAR clause 52.216-10 INCENTIVE FEE in Section I.

Offerors are required to fill in and submit Attachment 1 Cost Plus Incentive Fee Table
The minimum fee (MinF) shall be
The maximum fee (MaxF) shall be

Offerors shall propose a Target Fee (TF), which shall not exceed

The final target cost and target fee amounts shall be based upon the actual level of effort the contractor provides. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable).

- (i) The CPIF target cost shall be entered in the Target Cost column for each CLIN (except Surge) in Attachment 1. The Target Cost is determined by multiplying the labor hours (*Hrs*), including subcontractor hours, corresponding to each CLIN by the target cost per hour (Average Hourly Rate (*Rate*). The target cost per hour (Average Hourly Rate (*Rate*)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.
- (ii) The CPIF target fee shall be entered in the Target Fee column for each CLIN (except Surge) in Attachment 1. The Target Fee shall be determined by multiplying the labor hours (*Hr*s), including subcontractor hours, for the corresponding CLIN by the Target Fee Per Hour (TF).
- (iii) The share ratio for the CPIF portion of the fee structure is both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the *final* target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order for further information on how the target cost and target fee are determined and the fee earned is calculated.

## NOTE B: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours specified in Attachment 2, Estimated Level of Effort, to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) and LEVEL OF EFFORT - ALT 1 clauses apply to these Items. Subcontractor Labor shall be billed under these line items. The Government will issue Technical Instructions in accordance with NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS included in Section H of this Task Order. The amount of labor hours included under these CLINs is an estimated amount of labor hours, and does not indicate that the Government will necessarily task this full amount or any at all. For purposes of final fee determinations, the final fee calculations in accordance with Section B clause PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) and Section H Special Contract Requirement LEVEL OF EFFORT - ALTERNATE I, any fee adjustments shall be calculated at the total CLIN level (i.e, 7001, 7002, 7003, etc.) and not at the individual

SLIN level (e.g., 7001AA, 7001AB, 7001AC, etc.).

# **NOTE C: OPTIONS**

The Solicitation contains Optional Items to which the OPTION clause in SECTION I applies. Services are to be provided only to the extent the Optional Items are exercised.

## **NOTE D: SURGE**

If the Government determines that an increased level of effort is required, the Government reserves the right to exercise 'surge' option CLINs for additional hours in accordance with the Performance Work Statement. In the event that the Government does elect to exercise the surge option item, the appropriate ceiling and level of effort may be re-aligned under labor CLINs for each task. 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 Cost Plus Fixed Fee. The Fixed Fee percent shall be the same as Target Fee percent.

WALLR is calculated by dividing total proposed labor costs by total proposed hours (including subcontractor hours) per year.

#### NOTE E: OTHER DIRECT COST

The ODC CLINs are in support of the full PWS. The Government's unburdened estimate for ODCs are as follows:

ODCs	Base Year	Option 1	Option 2	Option 3	Option 4
Estimated Total					
ODCs					

The total ODCs (including allowable burdens) must be included in Section B of the offer for all CLINs (9000, 9100, 9200, 9300 & 9400). Other ODC amounts proposed by an Offeror shall be included in said CLINs and the narrative rationale provided by the Offeror. These Items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burdens. Offerors shall add their burdens, exclusive of fee, to these numbers and include it in Section B of the offer for the ODC CLINs.

## CLAUSES INCORPORATED BY FULL TEXT

All clauses incorporated by reference and full text in the basic IDIQ Contract apply to this document, as applicable, in addition to those added here:

# HQ B-2-0007 LIMITATION OF COST 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 PAYMENT OF FEES(S) (LEVEL OF EFFORT – ALTERNATE I) (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 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-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

Cost-Plus-Incentive-Fee CLINS:

7000-7004, 7100-7104, 7200-7204, 7300-7304, 7400-7404,

7011-7018, 7111-7118, 7211-7218, 7311-7318, 7411-7418, 7990-7994, 7131-7138, 7231-7236, 7238, 7331-7336, 7338, 7431-7436, 7438

Cost-Plus-Fixed -Fee CLINS:

7005, 7105, 7022, 7122, 7142, 7228, 7500, 7515, 7516

# Cost-Only CLINS:

9000, 9100, 9200, 9300, 9400, 9011-9016, 9018, 9111-9116, 9118, 9211-9216, 9218, 9311-9316, 9318, 9411-9416, 9418

Page 46 of 127

# Section C - Description/Specifications/Statement of Work

#### CLAUSES INCORPORATED BY FULL TEXT

All clauses incorporated by reference and full text in the basic IDIQ Contract apply to this document, as applicable, in addition to those added here:

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

Item(s) - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) 1 - 14, attached hereto.

#### HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

- (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 dated in response to NAVSEA Solicitation No. N00024-15-R-3130.
- (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-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

#### C-237-H001 SERVICE CONTRACT REPORTING (NAVSEA) (JAN 2021)

- (a) Services Contract Reporting (SCR) requirements apply to this contract. The contractor shall report required SCR data fields using the SCR section of the System for Award Management (SAM) at following web address: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>
- (b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>.

(End of Text)

# NAVAL SEA LOGISTICS CENTER (NAVSEALOGCEN) OPERATING MATERIALS AND SUPPLIES (OM&S) SUPPORT SERVICES PERFORMANCE WORK STATEMENT

#### 1. BACKGROUND

1.1. NAVSEALOGCEN has been tasked to serve as the agency to centrally manage Navy Warfare Centers Enterprise OM&S in support of meeting Navy audit readiness. NAVSEALOGCEN is responsible for the development of processes and functions of the facilities storing OM&S. They are responsible for the day to day operations of OM&S facilities and maintaining accurate accountability of OM&S in Navy Enterprise Resource Planning (N-ERP).

#### 2. OBJECTIVE

2.1. NAVSEALOGCEN is procuring OM&S program support services for assistance in executing its mission of OM&S logistical support operations for the Navy Warfare Centers.

#### 3. SCOPE

3.1. The contractor shall provide qualified personnel, and incidental materials necessary to effectively and efficiently support NAVSEALOGCEN in providing OM&S logistical support operations at multiple locations. The services require subject matter expertise in Navy equipment, Navy equipment life cycle logistics, supply, warehousing and distribution processes, procedures and techniques. The services require Contract Personnel to utilize Government and Commercial off the Shelf automated life cycle logistics, N-ERP, maintenance, warehousing and transportation management systems and other systems developed in the future. Support shall be provided in the areas of OM&S program support identified in this Performance Work Statement (PWS). In addition, the resulting Task Order (TO) will utilize Technical Instructions (TI) to provide clarifying information regarding this PWS to conduct OM&S program support at eight (8) Warfare Centers and or their detachments. The following is the estimated number of monthly N-ERP transactions (including Transfer Orders) per Warfare Center:

Carderock West Bethesda	500-600
Carderock Philadelphia	570-700
Corona	500-600
Dahlgren	500-600
Indian Head	500-600
Newport	950-1150
Panama City	525-625
Port Hueneme	800-900

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#### 4. OPERATING MATERIALS AND SUPPLIES PROGRAM SUPPORT TECHNICAL REQUIREMENTS.

The Contractor shall provide the level of effort of trained and experienced personnel necessary to conduct OM&S support as defined in this PWS. Contract personnel will execute government-provided processes and Standard Operating Procedures (SOPs). Government management will provide general instructions on limitations and deadlines. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. Completed work will be spot-checked by government management for adherence to procedures, accuracy, and completeness. Material may be hazardous, classified/NATO sensitive, electrically sensitive, serial number/item unique identification (IUID) managed, shelf-life managed, and/or SUBSAFE/Level 1. Material will be handled in accordance with appropriate guidance and regulations. The tasks and duties to be performed by the contracted support shall include, but are not limited to:

#### 4.1 Provide supply support services

- 4.1.1 Provide supply technical support services to support the OM&S inventory and warehouse management program to include N-ERP transactions. Provide status of effort as part of the Task Order Level Monthly Report (CDRL A001).
- 4.1.2 Ensure material is protected from damage and implement a loss prevention program to prevent the loss of government assets. Provide a weekly report of lost or damaged goods (report of lost or damaged goods (CDRL A005). Format of this report will be agreed upon after the award.
- 4.1.3 Contractor shall be required to operate Government Furnished Equipment (GFE) such as pickup trucks, forklifts, and other material handling equipment. Contractor will provide certification of required licenses and insurance to the COR upon award and within one week of hiring a new employee (CDRL A006).
- 4.1.4 Use the Department of Defense Product Data Reporting Evaluation Program (PDREP) to complete Supply Discrepancy Reports (SDR) (CDRL A007), and manage from identification of problem through investigation & identification of corrective/preventive action. Note: The contractor will submit SDRs in PDREP within eight (8) work hours of identification and a copy will be delivered to the COR within five (5) work days.

#### 4.2 Receive and Inspect Material

- 4.2.1 Take physical custody of material at Navy storage facilities, inventory and record the receipt into N-ERP per Navy Policy and Procedures. See Attachment 11 NAVSUP-P723 "Navy Inventory Integrity Procedures". Provide status of effort as part of the Task Order Level Monthly Report (CDRL A001).
- 4.2.2 Inspect the material for condition and compliance with outstanding order and item specifications and record inspection results into N-ERP.
- 4.2.3 Record receipt of custody of any unordered or frustrated material (items that cannot be cross referenced to purchase orders, items without identifying information or items with incorrect information). Non-conforming or discrepant material will be documented in accordance with material receipt Quality Management Procedures. Provide status of effort as part of the Task Order Level Monthly Report (CDRL A001 and A014).

#### 4.3 Maintain inventory

- 4.3.1 Maintain inventory accuracy of all material and supplies using N-ERP and maintain accountable documentation. Inventory accuracy will be maintained IAW Navy Instructions and Policy. Provide status of effort as part of the Task Order Level Monthly Report (CDRL A001).
- 4.3.2 Input all N-ERP transactions within eight (8) working hours and all accountable documentation is maintained and made available within one (1) work hour.
- 4.3.3 Support operational inventory validity goals by using government furnished SOPs and guidance to conduct a continuous physical inventory program using N-ERP

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procedures for on-hand material. Quantities of material vary dependent of the location and size of the facility. Accurately conduct physical inventory of on hand material in accordance with Navy Instruction and Policy to validate all material stored is correctly accounted for and documented in N-ERP. Provide status of effort as part of the Task Order Level Monthly Report (CDRL A001).

#### 4.3.4 Material Research

- 4.3.4.1 Conduct material research, screening, cataloging, identification and disposition. Personnel shall use various research tools (i.e. FEDLOG/HAYSTACK) and material identification publications as required to identify material including descriptions, shelf life, deterioration codes, or other data. Identification is to primarily determine stock number or manufacturer's part number in order to determine proper disposition of materials. The contractor will provide adequate research, screening, cataloging, identification and disposition to meet customer's timeline.
- 4.3.5 Storage and Care of Material
- 4.3.5.1 Perform all efforts related to the maintenance of proper storage and care of material in storage. Includes re-warehousing, rotating supplies, managing shelf life requirements and serial numbered material, maintenance of temporary stock location records, applications of floor markings, and assembly, installation and maintenance of storage aids including racks, bins, pallets, etc. Maintain a working environment that is generally clean and free of debris. Provide status of effort as part of the Task Order Level Monthly Report (CDRL A001).
- 4.3.6 Kitting
- 4.3.6.1 Conduct kitting functions by putting together material kits for various programs. This consists of pulling material according to government-provided drawings/parts or material lists and organizing them for technical quality inspection prior to packing & shipping to the fleet. Kits will be put together in accurate and timely manner to meet customer's timeline. Provide status of effort as part of the Task Order Level Monthly Report (CDRL A001).
- 4.3.7 Excess Material
- 4.3.7.1 Segregate & process material identified for excess. The excess material is processed in N-ERP and moved to Plant Stock. Provide status of effort as part of the Task Order Level Monthly Report (CDRL A001).
- 4.3.8 Disposal
- 4.3.8.1 Segregate & process material identified for disposal using the Defense Transportation System (DTS). Coordinate with the Warfare Center disposal personnel using Defense Logistics Agency (DLA) Electronic Turn in Document system. Material identified for disposal will be entered into DTS. Provide status of effort as part of the Task Order Level Monthly Report (CDRL A001).
- 4.3.8.2 Materials are disposed of in accordance with all Government regulations. Paperwork is complete and accurate. Database updates occur within eight (8) work hours of disposition. Provide status of effort as part of the Task Order Level Monthly Report (CDRL A001).

#### 4.4 Prepare and Ship Material

- 4.4.1 Prepare material/components for shipment (i.e. crating, palletizing, boxing, containerizing, and packing lists) in accordance with best commercial practices or shipper's requirements and applicable regulations. Comply with DOD packaging requirements for all Defense Transportation System (DTS) shipments. Adhere to packaging specifications found in the National Motor Freight Classification STB NMF 100-series, published by the National Motor Freight Traffic Association, Inc., 2200 Mill Road, Alexandria, VA 22314.
- 4.4.2 Ship items IAW government procedures or deliver to local customers and complete N-ERP transactions. Provide status of effort as part of the Task Order Level Monthly Report (CDRL A001).

#### 4.5 Program Support

- 4.5.1 Assist in developing and implementing records management program for filing, protection and retrieval of records.
- 4.5.2 Conduct the analysis and provide statistical information on N-ERP transactions to include the tracking of product shipments, received, returns, transferred, and inventory. Provide statistical data and analysis findings. The content and format of these reports will be agreed upon after award (CDRL A008).
- 4.5.3 Perform analysis of data to ensure OM&S support requirements are being met. Assist in the preparation of written reports and prepare executive level presentation to report statuses, and recommendations (CDRL A009).
- 4.5.4 Program Management
- 4.5.4.1 The Contractor shall apply knowledge and experience in acquisition program management philosophy, policies, and procedures to Operating Materials and Supplies throughout their life cycle. Provide support for the development, implementation, and control of contractual, financial, and technical aspects of the OM&S program.

- 4.5.4.2 Provide necessary support in meeting program objectives. This includes support for the assessment and management of the cost, schedule, technical performance, and progress of the OM&S program. Provide required monthly reports and metrics established by this PWS. Provide status of effort as part of the Task Order Level, TI Level Monthly Report and the Task Order and TI Monthly Expenditure Report. (A001, A002, A003 and A004).
- 4.5.4.3 Prepare briefings, studies, and other analysis for presentation to management officials and stakeholders as required. (CDRL A010).
- 4.5.4.4 Performs onsite visit to each location twice per year to ensure all policies and procedures are being followed and provide a trip report upon completion. The content and format of the Trip Report will be agreed upon after award (CDRL A011).
- 4.5.4.5 The successful awardee under the resulting TO from this PWS will be responsible for the daily supervision of its employees.

#### 5. GENERAL REQUIREMENTS

- 5.1. TO Modification: All changes to the resulting TO shall be authorized by the Contracting Officer by means of a properly executed modification. Changes to the general scope of the TO will be made in accordance with FAR 52.243-2 Changes Cost Reimbursable. The Contractor shall not perform work that is considered to be outside of the scope of the requirements of this TO without benefit of a fully executed modification issued by the Contracting Officer. For actions requested by Government personnel other than the Contracting Officer that the Contractor considers outside of the scope of the requirements of this TO, the Contractor shall notify both the COR and the Contracting Officer in writing within 48 hours providing the date, nature, and circumstances of the conduct regarded as a change.
- 5.2. Contractors shall immediately and before taking action, notify the Contracting Officer if a TI is issued which they believe changes the requirements of the PWS.
- 5.3. Digital Data Management. The contractor shall be responsible for the digital generation, reception, proper marking/handling, and electronic delivery of data. All data shall be developed, managed, used, and exchanged electronically to the greatest extent practicable. The contractor shall maintain compatibility with the World Wide Web (WWW) browser, electronic mail (e-mail), and software used by NAVSEALOGCEN throughout the life of the TO. NAVSEALOGCEN uses Microsoft Office products and Adobe Acrobat. Controlled Unclassified Information (CUI), as defined in DD254 (Contract Security Classification Specification) Attachment 4, transmitted via email must be encrypted to the current Department of Defense (DoD)/Department of Navy standard employing PKI credentials. Classified data shall not be transmitted electronically on unclassified network.
- 5.4. Controlled Unclassified Information (CUI), i.e. For Official Use Only, Business Sensitive, etc., is not authorized for public release and cannot be placed on a publicly accessible web site or web server. All emails containing such information or attachments must be appropriately marked and digitally signed and encrypted when being transmitted within Navy networks or outside a Navy network to or from an approved contractor email address. Transmission of CUI to personal email accounts (AOL, Yahoo, Hotmail, Comcast, Gmail, etc.) is strictly prohibited.
- 5.5. E-mail. E-mail shall be used to facilitate the transfer of unclassified data only. Use of e-mail shall not relieve the contractor from compliance with other areas of this TO requiring other types of communication.
- 5.6. Delivery. Items submitted electronically shall be in accordance with paragraph 5.3 Digital Data Management above, APPENDIX A and the specific Contract Data Requirements List (CDRL) (Exhibit A to section J). If deliveries to the Government are unreadable or unacceptable, the Government will notify the contractor, and the contractor shall correct any problems and resubmit. The contractor shall only recognize comments received from the Contracting Officer's Representative (COR) or the Contracting Officer. Items not delivered electronically shall be delivered using best commercial practice.
- 5.7. CDRL items are specified in Contract Exhibit A. Whenever a CDRL requirement is referenced in this PWS, the CDRL number is provided.
- 5.8. Inspections of the Schedule of Deliverables shall be based on the standards in the Performance Requirements Summary (PRS) in section 5.9 below. Any re-work required to meet Acceptable Quality Levels (AQLs) or contract requirements shall be performed at no additional cost to the Government.
- 5.9. Performance Requirements Summary
- 5.9.1. The Contractor shall furnish performance metrics that shall establish the approach the Contractor shall use to monitor the quality of the products and results required to complete this effort.
- 5.9.2. See Appendix B: Performance Based Matrix
- 5.9.3. If performance falls below the AQL specified, the COR shall document the instance(s), coordinate with the Contracting Officer and advise the Contractor. The Contractor will be requested to review the documentation and provide a written response on how performance will be corrected in the future.
- 5.10. Quality Management System. The contractor shall have or establish a Quality Management System Manual that reflects their Quality Control Program. A copy shall be

provided to the Contracting Officer and COR within twenty (20) calendar days after TO award. (CDRL A012)

- 5.11. Quality Control. The Contractor is solely responsible for the quality of services provided. The Contractor is also liable for Contractor employee negligence, and any fraud, waste or abuse. As part of Program Management, the Contractor shall utilize a Quality Control Program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program must be documented, maintained, and made available to the COR upon request. At a minimum, the Contractor's Quality Control Program shall include an internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified. There shall be a method to identify deficiencies in services that may occur and procedures to correct any deficiency in services that may occur. There shall be a file of information regarding inspections and other quality and internal control actions that documents the purpose of the inspection, the results of the inspection and any corrective action taken as a result of the inspection. Upon request, this file shall be made available to the government during the period of performance.
- 5.12. Quality Assurance. The Government will monitor the Contractor's performance. The Government reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. Government quality assurance will be conducted on behalf of the Contracting Officer. The COR will be appointed to coordinate the overall quality assurance of technical compliance.
- 5.13. Quality Assurance Plan. The Quality Assurance Plan (CDRL A013) will ensure the products or services conform to the specified contract technical requirements as defined in the PWS; provide and maintain an inspection system acceptable to the government covering the services under the contract; and implement procedures to identify and prevent defective services from recurring. The contractor shall develop quality control procedures that address the areas identified in the Acceptable Quality Levels (AQLs) identified in Appendix B. A copy shall be provided to the Contracting Officer and COR within twenty (20) calendar days after TO award.
- 5.14. Management Plan. The contractor shall establish and maintain a management program during contract performance, incorporating details of all major paragraphs (4.X) of the PWS. The Management Plan (CDRL A014) must reflect an understanding of all tasks and performance objectives specified in this PWS and describe an approach to satisfy these requirements. At a minimum, the plan shall identify all contractor resources; i.e., equipment, material, supplies, and staffing plan on how these resources will enable the contractor to meet performance objectives. The Management Plan (CDRL A014) is due to the COR 30 calendar days after TO Award. The contractor will conduct Monthly In- Process-Reviews (IPR) with the COR, based on progress toward the Management Plan (CDRL A014) and discuss and demonstrate progress documented in TO Level Monthly Progress Report (CDRL A001) and TI Level Monthly Report (CDRL A003), the TO Level Monthly Expenditure Reports (CDRL A002) and TI Level Monthly Expenditure Reports (CDRL A004) developed for the monthly IPR meeting. The Contractor will provide Meeting Minutes on this Monthly IPR and any other meetings conducted between the contractor and the customer. Minutes are due to the COR within three (3) business days of any meeting held.
- 5.15. Staffing. The Contractor's team shall align itself to support the program with an efficient mix of personnel utilizing an effective combination of experience and technical expertise. The Contractor shall provide an adaptable, flexible team structure that is best suited to accomplishing both planned and emergent tasks. Emphasis shall be placed on a team structure that also maximizes productivity, efficiency, and accountability. The Contractor must execute the scope of work that provides for high quality, timely and well-integrated support services while incorporating the proper mix and demonstrate the most effective use of personnel.

#### 6. REPORTING REQUIREMENTS

- 6.1. TO Level Monthly Reports: The contractor will be required to submit a monthly status report (CDRL A001) to the COR starting no later than forty-five (45) calendar days after issuance of TO and by the fifteenth (15th) of each month thereafter for the previous month. The report shall contain the following elements:
- 6.1.1. Cost Summary including overtime hours worked, funds depletion estimates and a summary of work completed during the reporting period based on efforts by functional area to the 4.x.x level of the PWS by funded Contract Line Item Number (CLIN)/Sub Line Item Number (SLIN).
- 6.1.2. Current or anticipated problems/deficiencies and recommended solutions.
- 6.1.3. Milestones completed and next milestones to be completed.
- 6.1.4. Training reports for the mandated training under this PWS and TO will record all training outcomes required under this TO by individual personnel to include date(s) of completion. Also include a list of outstanding training and licenses required to operate vehicles and equipment.
- 6.1.5. N-ERP transaction reports will be provided for the following actions completed by site: receipt of goods, total line items of inventory, discrepancy report of monthly inventory accuracy report, number of items moved internally, number of kits completed, number of items moved to plant stock, # of items disposed, and items shipped.
- 6.1.6. The number of unordered and frustrated material received, the current disposition of that material and the warehouse refusal rate.
- 6.1.7. Items that have been identified as expiring their shelf life.
- 6.1.8. Items that have been identified for disposal.
- 6.2. Task Order Level Monthly Expenditure Reports: The contractor will be required to submit a TO Level Monthly Expenditure Report (CDRL A002) to the COR starting

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no later than forty-five (45) calendar days after issuance of task order and by fifteenth (15th) of each month thereafter for the previous month. The report shall contain the following elements:

- 6.2.1. Cost Summary including overtime hours worked, funds depletion estimates based on efforts during the reporting period by funded CLIN, Project, and PWS functional area and employee charged.
- 6.2.2. CLIN Ceiling, funded amount, Total funds expended, Average Weekly Spend Rate, Depletion Date, and Estimate at Completion (EAC) of the current task order period of performance.
- 6.2.3. The report will also indicate when CLIN and Project will be 75% expended in accordance with FAR 52.232-20 Limitation of Cost or FAR 52.232-22 Limitation of Funds as applicable. Note: Inclusion of this information into this report does not replace the requirements of the vendor under the Limitation of Costs and Limitation of Funds clauses contained in the contract.
- 6.3. TI Level Monthly Reports: The contractor will be required to submit a monthly status report (CDRL A003) to the COR and TI Technical Point of Contact titled TI (XX) Level Monthly Expenditure Report starting no later than thirty (30) calendar days after issuance of TI and by the fifteenth (15th) of each month thereafter for the previous month. The report shall contain the following elements:
- 6.3.1. Cost Summary including funds depletion estimates and a summary of work completed during the reporting period based on TI and associated funded Contract Line Item Number (CLIN)/Sub Line Item Number (SLIN).
- 6.3.2. Current or anticipated problems/deficiencies and recommended solutions.
- 6.3.3. Milestones completed and next milestones to be completed.
- 6.4. TI Level Monthly Expenditure Reports: The contractor will be required to submit a weekly expenditure report (CDRL A004) to the COR and TI Technical Point of Contact titled TI (XX) Level Monthly Expenditure Report starting no later than thirty (30) calendar days after issuance of TI and by the fifteenth (15th) of each month thereafter for the previous month. The report shall contain the following elements:
- 6.4.1. Cost Summary including funds depletion estimates based on efforts during the reporting period by allocated SLINs, Project, and PWS functional area and employees charged.
- 6.4.2. TI level SLIN Ceiling, funded amount, Total funds expended, Average Weekly Spend Rate, Depletion Date, and Estimate at Completion (EAC) of the current task order period of performance.
- 6.4.3. The report will also indicate when SLINs allocated for the TI will be 75% expended in accordance with FAR 52.232-20 Limitation of Cost or FAR 52.232-22 Limitation of Funds as applicable. Note: Inclusion of this information into this report does not replace the requirements of the vendor under the Limitation of Costs and Limitation of Funds clauses contained in the contract.
- 6.5. Deliverables and reports relating to specific projects delivered by the Contractor to the Government under this contract shall prominently show the contract and task order number on the cover of the report and be dated.
- 6.5.1. Report Format if not specified otherwise should include the following, as required:
- 1. Cover sheet include Marking of Reports per HQ D-2-0008 (see Section D for full clause).
- 2. Introduction to subject materials and tasks performed and completed
- 3. Attendees: Name and Contact Info of Personnel Involved
- 4. Time, Date, Location of meeting or event
- 5. Resources, Data and information specific to report
- 6. Requirements, Milestones, Progress
- 7. Issues, Concerns
- 8. Recommendation
- 9. Resolution
- 10. Conclusion
- 6.6. Material procured by the Contractor in performance of this contract shall be transferred using a DD 1149 within the timeframes for project efforts or for items used by the Contractor no later than ten (10) calendar days after completion of the period of performance of this contract.
- 6.7. Unclassified reports generated as part of this effort will be marked with the following distribution statement.

- 6.7.1. "DISTRIBUTION STATEMENT D. Distribution authorized to the DoD and U.S. DoD contractors only (Administrative or Operational Use, April 2015). Other requests shall be referred to NAVSEALOGCEN, OM&S."
- 6.8. Location of Reporting and Meetings. Work under this contract will be performed at commercial, contractor and government locations as identified or dictated by the tasks and subtasks performed under the specific TI. Most meetings will be at the Naval Sea Logistics Center, Mechanicsburg, PA, with a lower percentage at other locations such as West Bethesda, MD, Philadelphia, PA, Corona, CA, Dahlgren, VA, Indian Head, MD, Newport, RI, Panama City, FL, Port Hueneme, CA or within a local commuting distance of these locations.

#### 7. GENERAL INFORMATION

7.1. Location of Work. Table One, in paragraph 7.1.1., is the Government's estimate of the number of hours of each labor categories that are needed at each location. Travel to Mechanicsburg, PA, West Bethesda, MD, Philadelphia, PA, Corona, CA, Dahlgren, VA, Indian Head, MD, Newport, RI, Panama City, FL, and Port Hueneme, CA or within a local commuting distance of these locations may be required. Note: The estimated hours in Table One below are the same for all periods of performance.

#### 7.1.1. Table One

Note: Table One does not include Surge or Overtime hours. See Attachment Two "Estimated Level of Effort" for these details.

Labor Category		Hours at Specific Site							
	MECH, PA	West Bethesda, MD	Phila, PA	Corona, CA	Dahlgren, VA	IHDT, MD	PCD, FL	Newport, RI	PHD, CA
Program Manager									
Program Analyst									
OM&S Logistics Manager									
Supply Specialist									
Warehouse Specialist									

- 7.2. Office Space.
- 7.2.1. MECH: The majority of the work areas at this location require the contractor to work within NAVSEALOGCEN office spaces.
- 7.2.2. At the Warfare Centers the work areas will be dispersed between the office, and the Warfare Center OM&S storage facilities.
- 7.2.3. At all locations the Government will provide work space, telephone, computer, and office supplies.
- 7.2.4. A minority of the work will be performed at the contractor's facility unless specifically noted otherwise in a sub paragraph of this section. For work performed at the contractor facility, the contractor shall be responsible for providing their own office space and office equipment. The contractor will use government furnished: networks, servers, software, and repositories, to deliver the service required by this contracted tasking.
- 7.2.5. The contractor and/or contractor staff is responsible for providing transportation services to and from the work site for periodic meetings within the local commuting areas.
- 7.3. Hours of operation
- 7.3.1. Normal hours of operation at all locations are from 0600 to 1800 local time, Monday through Friday, except Federal holidays. The contractor shall ensure adequate coverage throughout the normal hours of operation at each site. Individual employee shift variations and alternate work schedules used by the contractor must not negatively impact contract deliverables or project schedules. Some areas identified in the PWS may require extended support hours which NAVSEALOGCEN will identify in advance as needed on a case by case basis.
- 7.3.2. Most of the actives supported will be closed on Federal Holidays. Contractor personnel performing on-site services will normally not be expected to work on-site at any of the supported sites during this time frame.

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- 7.4. Government Furnished Property. The COR shall provide the contractor with government furnished property required to support performance of the effort in this TO. When applicable, the COR will determine the value and administer distribution of the items to the contractor. Upon completion of the task, the COR will coordinate appropriate return/disposal actions. The contractor shall return/dispose of the items as directed by the COR.
- 7.4.1. The Contractor and any employee or consultant of the Contractor is prohibited from using US Government facilities, equipment and/or information for any purpose except as specifically described herein and related to this TO. Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the Government, except to authorized Government personnel. The contractor shall not use, disclose, or reproduce proprietary data other than as required in the performance of this contract.
- 7.5. Overtime. The Government must provide authority in advance for overtime use. The contractor shall provide a monthly accounting of overtime hours, at the TO Order (A001) and TI (A003) levels, for which an overtime premium is paid with respective justification. The COR will maintain oversight of Overtime usage in accordance with FAR 22.103-4(h) by monitoring the amount of Overtime used by CLIN on a monthly basis and looking for trends in Overtime usage. Overtime in excess of approved amounts that is not approved in advance shall not be authorized for payment. Contractor may have to participate in recall function to provide on-call support during off-duty hours. In the event of a recall contract personnel are expected to report within four (4) hours and provide support for duration of four (4) hours.

#### 7.6. Travel Costs and Responsibilities

- 7.6.1. All contractor travel under this PWS shall require prior authorization by the Contracting Officer or COR. The contractor must submit a "travel request" to include: The purpose of the trip, number of travelers, number of days/nights, destination (to and from), name of travelers, and estimates for hotel, air, rental car, per diem, and any other expenses. All contractor travel requests must conform to the Joint Travel Regulations found at <a href="https://www.defensetravel.dod.mil/site/travelreg.cfm">www.defensetravel.dod.mil/site/travelreg.cfm</a>. If approved, all travel will be identified to the contractor through use of TIs issued by the Contracting Officer or COR identifying purpose, dates, and locations of travel.
- 7.6.2. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for its personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding. Reimbursement of Travel Costs, if applicable, will be in accordance with HQ B-2-0020 Travel Costs Alternate I (NAVSEA)(DEC 2005) of the basic contract.
- 7.6.3. There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at <a href="https://www.defensetravel.dod.mil/Docs/CarRentalAgreement.pdf">https://www.defensetravel.dod.mil/Docs/CarRentalAgreement.pdf</a>) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury, death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

#### 7.7. Security Requirements

7.7.1. Security clearance requirements are outlined in the DD254 Attachment 4 to Section J. All of the contractor personnel supporting this TO will require a Secret security clearance. The following security classifications apply:

7.7.1.1. Spaces: Up to Secret7.7.1.2. Equipment: Up to Secret7.7.1.3. Documents: Up to Secret

- 7.7.2. Security Education: Cleared contractor personnel supporting this TO who are embedded in Government work spaces are required to participate in the command's security education program as outlined in the DD254 Attachment 4 to Section J.
- 7.7.3. All security specifications shall be extended to subcontractor personnel by the prime contractor. After award, written approval from the Government Contracting Officer is required prior to subcontracting.
- 7.8. Information Assurance. Contractor personnel supporting this TO who require access to DoD Information Systems are required to receive and complete initial IA orientation awareness training before being granted access to the system(s), and annual IA awareness training to retain access as outlined in the DD254 Attachment 4 to Section J. In addition some areas of this Task Order may require privileged access to DoD systems (e.g. System Administrators). If this is identified in the tasking, then the Contractor personnel supporting that tasking are required to meet additional Information Assurance performance requirements as outlined in the DD254 Attachment 4 to Section J.
- 7.9. Operations Security (OPSEC) requirements: Performance under this contract requires the contractor to adhere to Operations Security (OPSEC) requirements. Explanation of these requirements is detailed in the Operations Security Guide for Defense Contractors available online at: <a href="http://www.navsea.navy.mil/nuwc/keyport/default.aspx">http://www.navsea.navy.mil/nuwc/keyport/default.aspx</a>; click on OPSEC Guide For Defense Contractors on the left-hand side.

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7.10.1. The Government will not supervise or otherwise direct Contractor employees. The Government will inspect Contractor performance in accordance with the Quality Assurance Surveillance Plan and any other clauses included in the TO.

#### 7.11. Mandatory Training

- 7.11.1. The government requires contractors to participate in certain mandatory training requirements. It is the responsibility of the contractor to ensure that these training requirements are met and properly reported to the COR. Examples of mandatory training include, but are not limited to, Personally Identifiable Information (PII), Information Assurance, Antiterrorism briefing, OPSEC, and Trafficking in Persons basic awareness training. These mandatory training requirements will be identified by the NAVSEALOGCEN Training Coordinator and passed to the Contractor by the COR or the Contracting Officer.
- 7.11.2 The contractor will ensure as required at each site, Contracted Personnel receive SUBSAFE/Level 1, HAZMAT and ERP Inventory & Warehouse Management training from NAVSEALOGCEN prior to providing warehouse management functions.
- 7.11.3 The contractor will ensure that all Contracted Personnel are licensed on all equipment and vehicles that they are required to operate. Note: Up to a 32,000 pound capacity forklift will be utilized. Vehicles will vary from site to site. A state driver's license will be required. Other types of vehicles you may be expected to drive are pickup trucks, stake body trucks and vans. You will also be expected to operate standard warehouse equipment such as hand trucks, pallet jack, banding and packaging equipment.

#### 7.12. Safety

- 7.12.1. The Contractor shall comply with the latest applicable federal and state laws, regulations and management plans and requirements regarding occupational safety and health. In the event that safety laws, regulations or requirements change during the term of the contract, the contractor is required to comply as such laws come into effect. While working on government facilities the contractor shall follow all local regulations and guidance for workplace safety and wear required personal protection equipment.
- 7.13. Notification of Personnel Changes
- 7.13.1. In accordance with Section H 5252.237-9106 no substitution of key personnel shall be made without prior notification and concurrence of the Contracting Officer. If replacing non-key personnel, the Contractor shall adhere to the following: when adding personnel, the new person's qualifications shall meet the core capabilities for that specific labor category in the contract. Written confirmation by the Contractor to the COR is required after an initial phone notification within twenty-four (24)-hours of any change to non-key personnel. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (e.g., to another contract).
- 7.13.2. With regard to key personnel, all Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the COR and Contracting Officer, and required by the Section H 5252.237-9106 Substitution of Personnel (SEP 1990) Clause. The Government shall be provided the opportunity to review the proposed substitution regarding qualifications, security matters or any other concerns, which could, in its opinion, affect performance under this contract. This provision does not, in any way, abrogate the Contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill positions with qualified personnel.
- 7.13.3. The Contractor shall notify the COR and Contracting Officer and Information Systems Security Department (ISSD) of any change in access requirements for its employees no later than 24-hours after any personnel change occurs. This includes name changes, resignations, terminations, and transfers to other Contractors. The Contractor shall provide the following information: full name, social security number, effective date, and reason for change.
- 7.14. Key Positions. Key Positions are required to be staffed by contractor and require government approval for change/replacement. Key Positions as identified are:
- 7.14.1. Program Manager the program currently requires one (1) employee (at NSLC MECH, PA.) See APPENDIX E for the desired education and skills for this position.
- 7.14.2. Program Analyst the program currently requires one (1) employee (at NSLC MECH, PA). See APPENDIX E for the desired education and skills for this position.
- 7.14.3 Operating Materials and Supplies Logistics Manager the program requires eight (8) employees one (1) located at each of the following sites (West Bethesda, MD, Philadelphia, PA, Corona, CA, Dahlgren, VA, Indian Head, MD, Newport, RI, Panama City, FL, Port Hueneme, CA). See APPENDIX E for the desired education and skills for this position.

#### 8. NON-DISCLOSURE AGREEMENT

8.1. The Contractor shall sign one version of the Non-Disclosure Statement, Appendix D on behalf of the company, only if applicable, and shall also ensure that all staff assigned to, including all subcontractors and consultants, performing work on this Task Order execute and adhere to the terms of the non-disclosure statement, protecting the procurement sensitive information of the Government and the proprietary information of other contractors. Assignment of staff who have not executed this statement or failure to adhere to this statement shall constitute default on the part of the Contractor.

#### 9. CONFIDENTIALITY / PERSONAL SERVICE

9.1. Confidentiality. Work on this TO may require some access to Privacy Act Information. Such access shall require adherence to the Privacy Act, Title 5 of the U.S. Code,

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Section 552a and applicable agency rules and regulations. Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the Government, except to authorized Government personnel. The Contractor shall not use, disclose, or reproduce proprietary data other than as required in the performance of this contract.

- 9.2. Personal Service. The use of a SEAPORT-e TO to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services which are prohibited by FAR Part 37.104 titled Personal Services Contract. The contractor is specifically prohibited from performing functions which are defined as inherently governmental functions (See FAR 7.503) and require performance by Government employees in order to retain essential control and responsibility.
- 9.3. In accordance with DFARS 211.106, there shall be a clear distinction between Government employees and service contractor employees. Service 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.

#### 10. SPECIAL CONSIDERATIONS

10.1. Paperless Contracting: All contractual documents (i.e. contracts, purchase orders, task orders, delivery orders and modifications) related to the instant procurement are considered to be "issued" by the Government when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email or posted on the Seaport-e portal. The Government's acceptance of the Contractor's proposal constitutes bilateral agreement to "issue" contractual documents as detailed herein.

#### 11. PERIOD OF PERFORMANCE

11.1. The period of performance shall be defined in Section F.

#### 12. ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT)

- (a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.
- (b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.
- (c) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

**Due Date** 

for the previous

(1) Access:

NO.

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

(2) Submission and Acceptance/Rejection:

Title

Frequency

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

#### **APPENDIX A: TABLE OF DELIVERABLES**

Para Ref.

CDRL

01	Task Order level Monthly Report	Monthly	45 days after issuance of task order and by 15 <sup>TH</sup> of each month thereafter for the previous month	4.1.1, 4.2.1, 4.2.3, 4.3.1, 4.3.3, 4.3.5.1, 4.3.6.1 4.3.7.1 4.3.8.1 4.3.8.2 4.4.2 4.5.4.2,6.1	A001	APPENDIX B: PERFORMANCE BASED MATRIX  APPENDIX C: ORGANIZATIONAL CONFLICT OF  INTEREST
02	Task Order Monthly Expenditure Report	Monthly	45 days after issuance of task order and by 15 <sup>TH</sup> of each month thereafter for the previous month	4.5.4.2, 6.2	A002	(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
03	TI level Monthly Report	Monthly	30 days after issuance of TI and by 15 <sup>TH</sup> of each month thereafter for the previous month	4.5.4.2, 6.3	A0003	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.
04	TI Monthly Expenditure Report	Monthly	30 days after issuance of IT and by 15 <sup>TH</sup> of each month thereafter	4.5.4.2 6.4	A004	(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

organizational conflict of interest on the instant contract or

conflict of interest, and at the same time to avoid prejudicing

Contractor under this contract may create a potential

on a future acquisition. In order to avoid this potential

A005

A006

4.1.2

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				of task order, thereafter as required					ernment, the right of the
07	07 Supply discrepancy report As Re		As Required	In PDREP within				ontractor to participate in future procurement of equipment	
0,	supply discrepancy report		1 is required	eight work hours of identification and a copy will be delivered to the COR within five work days			and/or services that are the su		subject of any work under this described below in accordance are 9.5.
08	N-ERP sta	atistical and data	As Required	As Required	4.5.2				that would permit or result in
	analysis re						disclosure to any party outside the Government any		
09		nd briefings	As Required	As Required	4.5.3	11007			Contractor by the Government ormance of this contract. Such
10 11		ons documents	As Required	As Required	4.5.4.3 4.5.4.4	71010	_	-	not limited to, information
11	Trip report from onsite visits As Re		As Required	Five working days upon return from site visit	4.5.4.4	Auri	submitted to the Government on a confidential basis by persons. Further, the prohibition against release of Government provided information extends to cover suc		nt on a confidential basis by other bition against release of
12	Quality Management System Manual			20 Days after Award	information whe		nation whether or not	her or not in its original form, e.g., where as been included in Contractor generated	
13		ssurance Plan		20 Days after Award	5.13	A013			ble from materials incorporating
14	Managem	ent Plan		30 Days after Award	5.14				ation. This prohibition shall not
Standa	rd	Performance Obj	ective	Performance Standard	Acceptable Qu (AQL)	uality Level		Monitoring Method	Incentive
1. Cost		(a) Vendor shall de Cost Control For N Fixed Price Orders deviations from qu explained to the sa the Government.	Non-Firm s. Cost otation are	(a) Vendor monthly progress report addresses any cost deviations for the period.	(a) Any cost de are delivered to POC for the Cothe time with the progress report Vendor shall judeviations to the Government Contract 100%	o the Government on tract 92% of the monthly for the periodistify cost the satisfaction at POC for the	ment of od. n of	(a) 100% review of vendor monthly progress reports.	(a)Positive /Negative performance evaluation (b) Fee reduction
		(b) Vendors invoic timely, accurate, an		(b) Accurate and complete invoices are submitted in accordance with the terms of the contract.	(b) Vendor sha all invoices in a free of errors, a complete infor- rework.	a timely mani and provide	ner,	(b) 100% review of vendor invoices.	Positive /Negative performance evaluation
2. Schedule		(a)Vendor shall demonstrate schedule control through progress towards completion on a project level basis.		(a) Progress Demonstrated	(a) Vendor monthly reports clearly demonstrate project progress 92% of the time.			(a) 100% review of vendor monthly progress reports.	Positive /Negative performance evaluation
		(b) Vendor shall su deliverables/CDRI required due date.		(b) On-Time Deliver	(b) Vendor sha all contract del accordance wit schedule.	iverables in		(b) 100% review of vendor deliverable receipt dates against due dates.	Positive /Negative performance evaluation
3.Quality		(a) Vendor deliverables/CDRLs are submitted in accordance with the terms of the contract and are of an acceptable quality level.		(a) Vendor Deliverables are rated Satisfactory.	(a) The average of all vendor deliverable ratings is satisfactory, with no more than 2 "final" unsatisfactory deliverable ratings per year.		han	(a) 100% review and rating of vendor deliverables.	Positive /Negative performance evaluation
		(b) Monthly Progradequately detail a discussions/issues performance.	ny significant related to	(b) Progress Reports address significant issues identified.	(b) Monthly Reperformance is time.	sues 100% of		(a) 100% Review of progress reports.	Positive /Negative performance evaluation
4. Busin Relation		(a) Vendor is responsible. Government phonor emails related to simutters (Cost, Sch. Performance).	e calls and gnificant	(a) Vendor responds to Government requests within 2 business days.	(a) Vendor resprequests within 95% of the tim	2 business d	lays	(a) Tracking, logging, and review of vendor response to requests.	(a) Positive /Negative performance evaluation
		(b) Vendor advises of vulnerability to fraud. For contract \$5M or more, the valso comply with trequirements of FA (Contractor Code of Ethics and Conductions)	fraud or active s valued at vendor must he AR 52.203-13 of Business	(b) Vendor advises Government of vulnerability to fraud or active fraud within 15 days of identification.	(b) Vendor adv 100% of the tir days of identifi	ne within 15		(b) Review of vendor fraud reports	(b) Positive /Negative performance evaluation

month

As Required

of task order,

45 days after issuance 4.1.3

As Required

As Required

05

06

Report of lost or damaged

Verification of licenses

goods

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					1 age 30 01 127
5. Key Personnel (KP) Management	(a) Vendor advises Government promptly when KP will require replacement.	(a) Vendor notifies Government within 45 days, or 90 days if a security clearance is to be obtained, when KP replacement is required.	(a) Vendor advises Government of KP replacement requirements within 45 days, or 90 days if a security clearance is to be obtained, 95% of the time	(a) Review of requests for KP replacement	Positive /Negative performance evaluation
	(b) Vendor replaces KP with personnel that meet contract requirements.	(b) KP replacements are qualified for position	(b) Vendor submits resumes for KP replacements 100% of the time	(b) Review of resumes	Positive /Negative performance evaluation
	(c) Vendor replaces KP within 30 business days or as negotiated with Government.	(c) KP are replaced within 30 days	(c) KP are replaced within 30 business days or as negotiated 100% of the time.	(c) Comparison of notification date to replacement date.	Positive /Negative performance evaluation
	(d) Vendor notifies Government promptly of any actual or potential Labor Disputes that may affect performance.	(d) Labor Disputes are reported within 7 days of identification.	(d) Labor Disputes are reported 100% of the time.	(d) Review of contractor notification of Labor Disputes.	Positive /Negative performance evaluation
6. Utilization of Small Business (Applies only when Small Business Subcontracting Plan is required)	(a) Vendor small business subcontract reporting is timely, accurate, and complete.	(a) Accurate and complete reports are submitted in accordance with the terms of the contract.	(a) Vendor shall submit 92% of all Small Business Subcontract Reports in a timely manner, free of errors, and provide complete information without rework.	100% review of Subcontract Reports.	Positive /Negative performance evaluation
• ′	(b) Vendor meets all required subcontracting goals.	(b)Subcontracting reports clearly address contract subcontracting goals.	(b) Vendor meets the requirements of the contract subcontracting goals 100% of the time.	100% review of Subcontract Reports.	Positive/Negative performance evaluation

expire after a given period of time.

- (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant 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.
- (1) 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.

1.2.4 . Five (5) years as manager of logistical technical programs.

# APPENDIX D: NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement for Contractor Employees and Subcontractors

Contract No, through Task Order I understand that in the financial, and/or source selection information belonging to the Government or oth Government spend plan data, contractor technical proposal data, independent governments plans and statements of work. I agree not to discuss, divulge, or disclored with the performance of this delivery order. I have been advised that the	, a contractor acting under contract to the <u>Naval Sea Logistics Center</u> under Prime performance of this task, I may have access to sensitive or proprietary business, technical, er contractors. Proprietary information includes, but is not limited to, cost/ pricing data, ernment cost estimates, negotiation strategies and contractor data presented in negotiations, ose any such information or data to any person or entity except those persons directly ne unauthorized disclosure, use or negligent handling of the information by me could cause sitive procurement information of the government or proprietary/trade secret information of
	it to enforce this Agreement, including, but not limited to, application for a court order l reasonable attorney fees incurred by the United States Government may be assessed agains laim against me if I have misused its proprietary information.
In the event that I seek other employment, I will reveal to any prospective employed obligations imposed herein do not extend to information/data which:	er the continuing obligation in this agreement <u>prior</u> to accepting any employment offer. The
a) is in the public domain at the time of receipt or it came into the public domain to	hereafter through no act of mine;
b) is disclosed with the prior written approval of the NAVSEALOGCEN designate	ed Contracting Officer;
c) is demonstrated to have been developed by, or me indepe	endently of disclosures made hereunder;
d) is disclosed pursuant to court order, after notification to the NAVSEALOGCEN	designated Contracting Officer;
e) is disclosed inadvertently despite the exercise of the same reasonable degree of	care a party normally uses to protect its own proprietary information.
I have read this agreement carefully and my questions, if any, have been answered	to my satisfaction.
(Printed Name of Employee or Subcontractor)  Date	
(Signature) Organization	
(Witness Signature) Date	
<u>A</u> 1	PPENDIX E
1. PROGRAM MANAGER	
1.1. Job Description	
OM&S Logistics Managers. Program management is an expected charge for ever Task Order. This individual should be knowledgeable and skilled in financial man	ks. This person shall be the single technical point of contact to the government and to the y task; however, the percentage of management is determined by the effort identified in each agement processes and budgeting. He/she should be skilled in writing and validating ement. This person should demonstrate good problem solving skills and experience
1.2. Desired Experience/Education	
1.2.1. Ten (10) years of logistical experience in support of comprehensive logistical delivery, recycling, reuse, or final disposal of resources.	al functions for product life cycles, including acquisition, distribution, internal allocation,
1.2.2. (8) years of Program Management experience, to include: Technology Asserblanning.	ssments, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget
1.2.3. Five (5) years' experience in the use of logistical / resource planning softwar	re. example SAP ERP.

- 1.2.5. Competent in Microsoft Project
- 1.2.6. Bachelor's degree or its equivalent with experience. Note: 0.75 year experience = 1 year education.

#### 2. PROGRAM ANALYST

#### 2.1. Job Description

2.1.1 The designee for this position should have analytical ability, judgment, discretion and personal responsibility, and the application of a substantial body of knowledge of the principles, concepts, and practices applicable logistics management. Is responsible for preforming analysis of financial and other data to ensure OM&S support requirements are being met. Required to prepare written reports and prepare presentation to report statuses, and recommendations of OM&S operations. Conduct analysis of transaction within Navy Enterprise Resource Planning (N-ERP) to identify problems and ways of improvement. Ensures established quality assurance measures are developed and adhered to.

#### 2.2. Desired Experience/Education

- 2.2.1 Five (5) years' experience of program analysis or management in logistics' functions to include acquisition, distribution, internal allocation, delivery, recycling, reuse, or final disposal of resources.
- 2.2.2 Five (5) years' experience in the use of logistical / resource planning software, example SAP ERP.
- 2.2.3 Bachelor's degree or its equivalent with experience. Note: 0.75 year experience = 1 year education.

#### 3. OPERATING MATERIALS AND SUPPLIES LOGISTICS MANAGER

#### 3.1 Job Description

- 3.1.1 Individuals proposed under this labor category will serve as the technical manager of individual or multiple task orders, and is responsible for the overall operations at their assigned Warfare Center. They will supervise program/project operations by developing plans and procedures, and execution of the logistical policies and procedures established by the Navy and DOD. As the onsite manager, they will serve as the primary interface and point of contact with the Program Manager on program/project issues.
- 3.1.2 They will plan employees' work scheduled and assign duties to meet the OM&S support requirements. Evaluate employees' performance and prepare performance appraisals. Conducts required training to ensure employees understand all aspects of their position. Prepare and maintain work records and reports of information such as employee time and wages, daily receipts, or inspection results.
- 3.1.3 This individual should have expertise in and current knowledge of the technologies applicable to this contract effort. They should be able to resolve problems concerning transportation, receiving, storing and issuing materials and supplies.
- 3.1.4 They will be required to utilize Navy Enterprise Resource Planning to process all transactions and develop required reports. Be able to maintain metrics, reports, process documentation, training and safety records. Be responsible for the physical custody and accuracy of their Warfare Centers Operating Materials' and Supplies.

#### 3.2 Desired Experience/Education

- 3.2.1 Ten (10) years of direct work experience in logistics to include purchasing, transportation, receiving, storing, inventorying, packaging, shipping and disposing of materials and supplies in a warehouse.
- 3.2.2 Three (3) years' experience in the use of logistical / resource planning software, example SAP ERP.
- 3.2.3 Bachelor's degree or its equivalent with experience. Note: 0.75 year experience = 1 year education.
- 3.2.4 Must be able to lift 50lbs

#### 4. SUPPLY SPECIALIST

#### 4.1 Job Description

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- 4.1.1 Individuals proposed under this labor category perform clerical and physical tasks in connection with shipping goods and receiving incoming shipments. Inputs transactions into automated systems and Navy Enterprise Resource Planning. Performs day-to-day, routine tasks, follows established guidelines. When handling unusual non-routine problems, receives specific guidance from supervisor or other officials. May direct and coordinate the activities of other workers engaged in handling goods to be shipped or being received.
- 4.1.2 Shipping duties typically involve the following: Verifying that orders are accurately filled by comparing items and quantities of goods gathered for shipment against documents; insuring that shipments are properly packaged, identified with shipping information, and loaded into transporting vehicles; and preparing and keeping records of goods shipped, e.g., manifests, bills of lading.
- 4.1.3 Receiving duties typically involve the following: Verifying the correctness of incoming shipments by comparing items and quantities unloaded against bills of lading, invoices, manifests, storage receipts, or other records; checking for damaged goods; insuring that goods are appropriately identified for routing to departments within the establishment; preparing and keeping records of goods received.
- 4.1.4 May be required to operate a manually controlled, gasoline, electric or liquid propane gas powered forklift to transport goods and materials of all kinds about a storage facility.

#### 4.2 Desired Experience/Education

- 4.2.1 Three (3) years' experience in shipping, receiving and material management.
- 4.2.2 Demonstrated ability to read, interpret policies and procedures and implement them.
- 4.2.3 Experienced with using automated systems.
- 4.2.4 High School Diploma
- 4.2.5 Must be able to lift 50lbs
- 4.2.5 Have a civilian driver's license

#### 5. WAREHOUSE SPECIALIST

#### 5.1 Job Description

- 5.1.1 Individuals proposed under this labor category perform a variety of warehousing duties which require an understanding of the facilities storage plan. Duties may include verifying materials (or merchandise) against receiving documents, noting and reporting discrepancies and obvious damages; routing materials to prescribed storage locations; storing, stacking, or palletizing materials in accordance with prescribed storage methods; rearranging and taking inventory of stored materials; examining stored materials and reporting deterioration and damage; removing material from storage and preparing it for shipment. Record transaction into Navy Enterprise Resource Planning.
- 5.1.2 Prepare material for shipment by placing them in shipping containers, the specific operations performed being dependent upon the type, size, and number of units to be packed, the type of container employed, and method of shipment. Required to identify various items of stock in order to verify content; selection of appropriate type and size of container; inserting items in container; using excelsior or other material to prevent breakage or damage; closing and sealing container; and applying labels or entering identifying data on container.
- 5.1.3 May be required to operate a manually controlled, gasoline, electric or liquid propane gas powered forklift to transport goods and materials of all kinds about a storage facility.

#### 5.2 Desired Experience/Education

- 5.2.1 Three (3) years of logistical support experience. Experience in packaging, storing and inventorying materials and supplies.
- 5.2.2 Demonstrated ability to read, interpret policies and procedures and implement them.
- 5.2.3 Experienced with using automated systems.
- 5.2.4 High School Diploma

5.2.5 Must be able to lift 50lbs

5.2.6 Have a civilian driver's license

# Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

All clauses incorporated by reference and full text in the basic IDIQ Contract apply to this document, as applicable, in addition to those added here:

# **HQ D-1-0001 DATA PACKAGING LANGUAGE**

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:



## 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

# **Section E - Inspection and Acceptance**

# 1.0 QUALITY CONTROL

The Contractor is solely responsible for the quality of services provided. The Contractor is also liable for Contractor employee negligence, and any fraud, waste or abuse. As part of Program Management, the Contractor shall utilize a Quality Control Program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program must be documented, maintained, and made available to the Contracting Officer Representative (COR) upon request. At a minimum, the Contractor's Quality Control Program shall include an internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified. There shall be a method to identify deficiencies in services that may occur and procedures to correct any deficiency in services that may occur. There shall be a file of information regarding inspections and other quality and internal control actions that documents the purpose of the inspection, the results of the inspection and any corrective action taken as a result of the inspection. Upon request, this file shall be made available to the Government during the period of performance.

# 2.0 QUALITY ASSURANCE

The Government will monitor the contractor's performance and reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. The contractor, not the government, is responsible for management and quality control actions to meet the terms of the contract. Government quality assurance will be conducted on behalf of the Contracting Officer. The COR will be appointed to coordinate the overall quality assurance of technical compliance.

# 3.0 QUALITY ASSURANCE PLAN

The contractor shall submit to the COR within 20 days of task order award a Quality Assurance Plan that in conjunction with the Quality Assurance Surveillance Plan, Attachment 3, ensures the products or services conform to the specified contract technical requirements as defined in the Performance Work Statement (PWS) and Contract Data Requirements List, A013; provide and maintain an inspection system acceptable to the government covering the services under the contract; and implement procedures to identify and prevent defective services from recurring. The contractor shall develop quality control procedures that address the areas identified in the Performance Requirements Summary, in the PWS. At a minimum it shall include:

- · A description of the methods for identifying and preventing defects in the quality of service performed.
- · A description of the records to be kept to document inspections and correct or preventive actions taken.
- · A record of inspections and inspection results, making them available to the government throughout the performance of the PWS.

### CLAUSES INCORPORATED BY FULL TEXT

All clauses incorporated by reference and full text in the basic IDIQ Contract apply to this document, as applicable, in addition to those added here:

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Item(s) A001 - A014 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

# Section F - Deliveries or Performance

# **CLIN - DELIVERIES OR PERFORMANCE**

The Period of Performance of the following Firm line Items are as follows:

The Period of Per	rformance of the following
7000	05/17/2016 - 05/16/2017
7001	05/17/2016 - 05/16/2017
7002	05/17/2016 - 05/16/2017
7003	05/17/2016 - 05/16/2017
7004	05/17/2016 - 05/16/2017
7005	05/17/2016 - 05/16/2017
7011	05/17/2016 - 05/16/2017
7012	05/17/2016 - 05/16/2017
7013	05/17/2016 - 05/16/2017
7014	05/17/2016 - 05/16/2017
7015	05/17/2016 - 05/16/2017
7016	05/17/2016 - 05/16/2017
7017	05/17/2016 - 05/15/2017
7018	05/17/2016 - 05/16/2017
7022	03/23/2017 - 05/16/2017
7101	05/17/2017 - 05/16/2018
7102	05/17/2017 - 05/16/2018
7103	05/17/2017 - 05/16/2018
7104	05/17/2017 - 05/16/2018
7105	05/17/2017 - 05/16/2018
7111	05/17/2017 - 05/16/2018
7112	05/17/2017 - 05/16/2018
7113	05/17/2017 - 05/16/2018
7114	05/17/2017 - 05/16/2018
7115	05/17/2017 - 05/16/2018
7116	05/17/2017 - 05/16/2018
7117	05/17/2017 - 05/16/2018
7118	05/17/2017 - 05/16/2018
7122	05/17/2017 - 11/11/2017
7131	05/17/2017 - 05/16/2018
7132	05/17/2017 - 05/16/2018
7133	05/17/2017 - 05/16/2018
7134	05/17/2017 - 05/16/2018
7135	05/17/2017 - 05/16/2018
7136	05/17/2017 - 05/16/2018

7138	05/17/2017 - 05/16/2018
7142	11/12/2017 - 03/31/2018
7204	05/17/2018 - 05/16/2019
7211	05/17/2018 - 05/16/2019
7212	05/17/2018 - 05/16/2019
7213	05/17/2018 - 05/16/2019
7214	05/17/2018 - 05/16/2019
7215	05/17/2018 - 05/16/2019
7216	05/17/2018 - 05/16/2019
7217	05/17/2018 - 05/16/2019
7218	05/17/2018 - 05/16/2019
7228	05/17/2018 - 12/31/2018
7231	05/17/2018 - 05/16/2019
7232	05/17/2018 - 05/16/2019
7233	05/17/2018 - 05/16/2019
7234	05/17/2018 - 05/16/2019
7235	05/17/2018 - 05/16/2019
7236	05/17/2018 - 05/16/2019
7238	05/17/2018 - 05/16/2019
7304	05/17/2019 - 05/16/2020
7311	05/17/2019 - 05/16/2020
7312	05/17/2019 - 05/16/2020
7313	05/17/2019 - 05/16/2020
7314	05/17/2019 - 05/16/2020
7315	05/17/2019 - 05/16/2020
7316	05/17/2019 - 05/16/2020
7317	05/17/2019 - 05/16/2020
7318	05/17/2019 - 05/16/2020
7331	05/17/2019 - 05/16/2020
7332	05/17/2019 - 05/16/2020
7333	05/17/2019 - 05/16/2020
7334	05/17/2019 - 05/16/2020
7335	05/17/2019 - 05/16/2020
7336	05/17/2019 - 05/16/2020
7338	05/17/2019 - 05/16/2020
7404	05/17/2020 - 05/16/2021
7411	05/17/2020 - 05/16/2021
7412	05/17/2020 - 05/16/2021
7413	05/17/2020 - 05/16/2021
7414	05/17/2020 - 05/16/2021
7415	05/17/2020 - 05/16/2021

7416	05/17/2020 - 05/16/2021
7418	05/17/2020 - 05/16/2021
7431	05/17/2020 - 05/16/2021
7432	05/17/2020 - 05/16/2021
7433	05/17/2020 - 05/16/2021
7434	05/17/2020 - 05/16/2021
7435	05/17/2020 - 05/16/2021
7436	05/17/2020 - 05/16/2021
7438	05/17/2020 - 05/16/2021
7500	05/17/2021 - 11/16/2021
7513	05/17/2021 - 11/16/2021
7514	05/17/2021 - 11/16/2021
7515	05/17/2021 - 11/16/2021
7516	05/17/2021 - 11/16/2021
7518	05/17/2021 - 11/16/2021
7990	04/03/2017 - 05/16/2017
7991	05/17/2017 - 05/16/2018
7992	05/17/2018 - 05/16/2019
7993	05/17/2019 - 05/16/2020
7994	05/17/2020 - 05/16/2021
9000	05/17/2016 - 05/16/2017
9011	10/03/2016 - 05/16/2017
9012	10/03/2016 - 05/16/2017
9013	08/26/2016 - 03/31/2017
9014	11/18/2016 - 05/16/2017
9015	11/18/2016 - 05/16/2017
9016	10/05/2016 - 05/16/2017
9018	10/05/2016 - 05/16/2017
9100	05/17/2017 - 05/16/2018
9111	05/17/2017 - 05/16/2018
9112	05/17/2017 - 05/16/2018
9113	05/17/2017 - 05/16/2018
9114	05/17/2017 - 05/16/2018
9115	05/17/2017 - 05/16/2018
9116	05/17/2017 - 05/16/2018
9118	09/07/2017 - 05/16/2018
9200	05/17/2018 - 05/16/2019
9211	05/17/2018 - 05/16/2019
9212	05/17/2018 - 05/16/2019
9213	05/17/2018 - 05/16/2019
9214	05/17/2018 - 05/16/2019

9215	05/17/2018 - 05/16/2019			
9216	05/17/2018 - 05/16/2019			
9218	05/17/2018 - 05/16/2019			
9300	05/17/2019 - 05/16/2020			
9311	05/17/2019 - 05/16/2020			
9312	05/17/2019 - 05/16/2020			
9313	05/17/2019 - 05/16/2020			
9314	05/17/2019 - 05/16/2020			
9315	05/17/2019 - 05/16/2020			
9316	05/17/2019 - 05/16/2020			
9318	05/17/2019 - 05/16/2020			
9400	05/17/2020 - 05/16/2021			
9411	05/17/2020 - 05/16/2021			
9412	05/17/2020 - 05/16/2021			
9413	05/17/2020 - 05/16/2021			
9414	05/17/2020 - 05/16/2021			
9415	05/17/2020 - 05/16/2021			
9416	05/17/2020 - 05/16/2021			
9418	05/17/2020 - 05/16/2021			
The Period of Performance of the following Option li				

The Period of Performance of the following Option line Items are as follows:

	_
7100	05/17/2017 - 05/16/2018
7200	05/17/2018 - 05/16/2019
7201	05/17/2018 - 05/16/2019
7202	05/17/2018 - 05/16/2019
7203	05/17/2018 - 05/16/2019
7300	05/17/2019 - 05/16/2020
7301	05/17/2019 - 05/16/2020
7302	05/17/2019 - 05/16/2020
7303	05/17/2019 - 05/16/2020
7400	05/17/2020 - 05/16/2021
7401	05/17/2020 - 05/16/2021
7402	05/17/2020 - 05/16/2021
7403	05/17/2020 - 05/16/2021
7417	05/17/2020 - 05/16/2021

All clauses incorporated by reference and full text in the basic IDIQ Contract apply to this document, as applicable, in addition to those added here:

# HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY

# **PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to the destination(s)

and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

### (End of Text)

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

1110 1011	tod of Periormance for the
SLIN	PERIOD OF PERFORMANCE
700401	05/17/2016 - 05/16/2017
700402	08/26/2016 - 03/31/2017
700403	10/03/2016 - 05/16/2017
700404	10/03/2016 - 05/16/2017
700405	10/03/2016 - 05/16/2017
700406	10/05/2016 - 05/16/2017
700407	10/05/2016 - 05/16/2017
700408	10/05/2016 - 05/16/2017
700409	11/18/2016 - 05/16/2017
700410	11/18/2016 - 05/16/2017
700411	N/A
700412	11/18/2016 - 05/16/2017
700413	N/A
700414	11/18/2016 - 05/16/2017
700415	01/31/2017 - 05/16/2017
700416	04/03/2017 - 05/16/2017
700417	04/03/2017 - 05/16/2017
700418	04/03/2017 - 05/16/2017
701101	07/29/2016 - 09/30/2016
701102	07/29/2016 - 09/30/2016
701103	07/29/2016 - 09/30/2016
701104	10/03/2016 - 05/16/2017
701105	10/05/2016 - 05/16/2017
701106	04/03/2017 - 05/16/2017
701201	07/29/2016 - 05/16/2017
701202	07/29/2016 - 05/16/2017
701203	07/29/2016 - 05/16/2017
701204	10/03/2016 - 05/16/2017
701205	10/03/2016 - 05/16/2017
701206	03/01/2017 - 05/16/2017
701207	03/01/2017 - 05/16/2017
701208	04/03/2017 - 05/16/2017
701301	08/26/2016 - 03/31/2017
701302	01/31/2017 - 05/16/2017
701401	11/18/2016 - 05/16/2017
701402	04/03/2017 - 05/16/2017
701501	11/18/2016 - 05/16/2017
701502	04/03/2017 - 05/16/2017
701601	10/05/2016 - 05/16/2017
701602	N/A
701603	11/18/2016 - 05/16/2017
701801	10/05/2016 - 05/16/2017
701802	N/A

701803	11/18/2016 - 05/16/2017
7022	03/20/2017 - 05/16/2017
711101	05/17/2017 - 05/16/2018
711201	05/17/2017 - 05/16/2018
711202	05/17/2017 - 05/16/2018
711301	05/17/2017 - 05/16/2018
711401	05/17/2017 - 05/16/2018
711501	05/17/2017 - 05/16/2018
711601	05/17/2017 - 05/16/2018
711801	05/17/2017 - 05/16/2018
7122	5/17/2017 - 09/30/2017
713101	05/17/2017 - 05/16/2018
713201	05/17/2017 - 05/16/2018
713301	05/17/2017 - 05/16/2018
713401	05/17/2017 - 05/16/2018
713501	05/17/2017 - 05/16/2018
713601	05/17/2017 - 05/16/2018
713801	05/17/2017 - 05/16/2018
7142	11/12/2017 - 03/31/2018
900001	05/17/2016 - 09/30/2016
901101	10/03/2016 - 05/16/2017
901102	10/05/2016 - 05/16/2017
901201	10/03/2016 - 05/16/2017
901202	10/03/2016 - 05/16/2017
901301	08/26/2016 - 03/31/2017
901302	01/31/2017 - 05/16/2017
901401	11/18/2016 - 05/16/2017
901501	11/18/2016 - 05/16/2017
901601	10/05/2016 - 05/16/2017
901602	N/A
901603	11/18/2016 - 05/16/2017
901801	10/05/2016 - 05/16/2017
901802	N/A
901803	11/18/2016 - 05/16/2017
911101	05/17/2017 - 05/16/2018
911201	05/17/2017 - 05/16/2018
911301	05/17/2017 - 05/16/2018
911401	05/17/2017 - 05/16/2018
911501	05/17/2017 - 05/16/2018
911601	05/17/2017 - 05/16/2018
911801	09/07/2017 - 05/16/2018

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

7000

05/17/2016 - 05/16/2017

7001 05/17/2016 - 05/16/2017

7002	05/17/2016 - 05/16/2017
7003	05/17/2016 - 05/16/2017
7004	05/17/2016 - 05/16/2017
7005	05/17/2016 - 05/16/2017
7011	05/17/2016 - 05/16/2017
7012	05/17/2016 - 05/16/2017
7013	05/17/2016 - 05/16/2017
7014	05/17/2016 - 05/16/2017
7015	05/17/2016 - 05/16/2017
7016	05/17/2016 - 05/16/2017
7017	05/17/2016 - 05/15/2017
7018	05/17/2016 - 05/16/2017
7022	03/23/2017 - 05/16/2017
7101	05/17/2017 - 05/16/2018
7102	05/17/2017 - 05/16/2018
7103	05/17/2017 - 05/16/2018
7104	05/17/2017 - 05/16/2018
7105	05/17/2017 - 05/16/2018
7111	05/17/2017 - 05/16/2018
7112	05/17/2017 - 05/16/2018
7113	05/17/2017 - 05/16/2018
7114	05/17/2017 - 05/16/2018
7115	05/17/2017 - 05/16/2018
7116	05/17/2017 - 05/16/2018
7117	05/17/2017 - 05/16/2018
7118	05/17/2017 - 05/16/2018
7122	05/17/2017 - 11/11/2017
7131	05/17/2017 - 05/16/2018
7132	05/17/2017 - 05/16/2018
7133	05/17/2017 - 05/16/2018
7134	05/17/2017 - 05/16/2018
7135	05/17/2017 - 05/16/2018
7136	05/17/2017 - 05/16/2018
7138	05/17/2017 - 05/16/2018
7142	11/12/2017 - 03/31/2018
7204	05/17/2018 - 05/16/2019
7211	05/17/2018 - 05/16/2019
7212	05/17/2018 - 05/16/2019
7213	05/17/2018 - 05/16/2019
7214	05/17/2018 - 05/16/2019
7215	05/17/2018 - 05/16/2019

7216	05/17/2018 - 05/16/2019
7217	05/17/2018 - 05/16/2019
7218	05/17/2018 - 05/16/2019
7228	05/17/2018 - 12/31/2018
7231	05/17/2018 - 05/16/2019
7232	05/17/2018 - 05/16/2019
7233	05/17/2018 - 05/16/2019
7234	05/17/2018 - 05/16/2019
7235	05/17/2018 - 05/16/2019
7236	05/17/2018 - 05/16/2019
7238	05/17/2018 - 05/16/2019
7304	05/17/2019 - 05/16/2020
7311	05/17/2019 - 05/16/2020
7312	05/17/2019 - 05/16/2020
7313	05/17/2019 - 05/16/2020
7314	05/17/2019 - 05/16/2020
7315	05/17/2019 - 05/16/2020
7316	05/17/2019 - 05/16/2020
7317	05/17/2019 - 05/16/2020
7318	05/17/2019 - 05/16/2020
7331	05/17/2019 - 05/16/2020
7332	05/17/2019 - 05/16/2020
7333	05/17/2019 - 05/16/2020
7334	05/17/2019 - 05/16/2020
7335	05/17/2019 - 05/16/2020
7336	05/17/2019 - 05/16/2020
7338	05/17/2019 - 05/16/2020
7404	05/17/2020 - 05/16/2021
7411	05/17/2020 - 05/16/2021
7412	05/17/2020 - 05/16/2021
7413	05/17/2020 - 05/16/2021
7414	05/17/2020 - 05/16/2021
7415	05/17/2020 - 05/16/2021
7416	05/17/2020 - 05/16/2021
7418	05/17/2020 - 05/16/2021
7431	05/17/2020 - 05/16/2021
7432	05/17/2020 - 05/16/2021
7433	05/17/2020 - 05/16/2021
7434	05/17/2020 - 05/16/2021
7435	05/17/2020 - 05/16/2021
7436	05/17/2020 - 05/16/2021

7438	05/17/2020 - 05/16/2021
7500	05/17/2021 - 11/16/2021
7513	05/17/2021 - 11/16/2021
7514	05/17/2021 - 11/16/2021
7515	05/17/2021 - 11/16/2021
7516	05/17/2021 - 11/16/2021
7518	05/17/2021 - 11/16/2021
7990	04/03/2017 - 05/16/2017
7991	05/17/2017 - 05/16/2018
7992	05/17/2018 - 05/16/2019
7993	05/17/2019 - 05/16/2020
7994	05/17/2020 - 05/16/2021
9000	05/17/2016 - 05/16/2017
9011	10/03/2016 - 05/16/2017
9012	10/03/2016 - 05/16/2017
9013	08/26/2016 - 03/31/2017
9014	11/18/2016 - 05/16/2017
9015	11/18/2016 - 05/16/2017
9016	10/05/2016 - 05/16/2017
9018	10/05/2016 - 05/16/2017
9100	05/17/2017 - 05/16/2018
9111	05/17/2017 - 05/16/2018
9112	05/17/2017 - 05/16/2018
9113	05/17/2017 - 05/16/2018
9114	05/17/2017 - 05/16/2018
9115	05/17/2017 - 05/16/2018
9116	05/17/2017 - 05/16/2018
9118	09/07/2017 - 05/16/2018
9200	05/17/2018 - 05/16/2019
9211	05/17/2018 - 05/16/2019
9212	05/17/2018 - 05/16/2019
9213	05/17/2018 - 05/16/2019
9214	05/17/2018 - 05/16/2019
9215	05/17/2018 - 05/16/2019
9216	05/17/2018 - 05/16/2019
9218	05/17/2018 - 05/16/2019
9300	05/17/2019 - 05/16/2020
9311	05/17/2019 - 05/16/2020
9312	05/17/2019 - 05/16/2020
9313	05/17/2019 - 05/16/2020
9314	05/17/2019 - 05/16/2020

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9315	05/17/2019 - 05/16/2020
9316	05/17/2019 - 05/16/2020
9318	05/17/2019 - 05/16/2020
9400	05/17/2020 - 05/16/2021
9411	05/17/2020 - 05/16/2021
9412	05/17/2020 - 05/16/2021
9413	05/17/2020 - 05/16/2021
9414	05/17/2020 - 05/16/2021
9415	05/17/2020 - 05/16/2021
9416	05/17/2020 - 05/16/2021
9418	05/17/2020 - 05/16/2021

## The Period of Performance of the following Option items are as follows:

7100	05/17/2017 - 05/16/2018
7200	05/17/2018 - 05/16/2019
7201	05/17/2018 - 05/16/2019
7202	05/17/2018 - 05/16/2019
7203	05/17/2018 - 05/16/2019
7300	05/17/2019 - 05/16/2020
7301	05/17/2019 - 05/16/2020
7302	05/17/2019 - 05/16/2020
7303	05/17/2019 - 05/16/2020
7400	05/17/2020 - 05/16/2021
7401	05/17/2020 - 05/16/2021
7402	05/17/2020 - 05/16/2021
7403	05/17/2020 - 05/16/2021
7417	05/17/2020 - 05/16/2021

## **Section G - Contract Administration Data**

All clauses incorporated by reference and full text in the basic IDIQ Contract apply to this document, as applicable, in addition to those added here:

In accordance with the basic contract clause 52.244-2 Subcontracts (OCT 2010) – Alternate I (June 2007), none of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Contracting Officer. The names of approved subcontractors will be inserted at time of award.

	<u>.</u>	 

#### CLAUSES INCORPORATED BY FULL TEXT

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

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

(End of clause)

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

(a) Definitions. As used in this clause
Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.
Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.
(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(c) WAWF access. To access WAWF, the Contractor shall
(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through
WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
(1) Document type. The Contractor shall use the following document type(s).
COST VOUCHER
(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.
(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the
system.
Routing Data Table*
Field Name in WAWF Data to be entered in WAWF
Pay Official DoDAAC
Issue By DoDAAC
Admin DoDAAC
Inspect By DoDAAC
Ship To Code
Ship From Code
Mark For Code
Service Approver (DoDAAC)
Service Acceptor (DoDAAC)
Accept at Other DoDAAC

LPO DoDAAC
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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
COR
(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.
Keyport VendorPay Group at
(2) For technical WAWF help, contact the WAWF helpdesk at
(End of clause)
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.

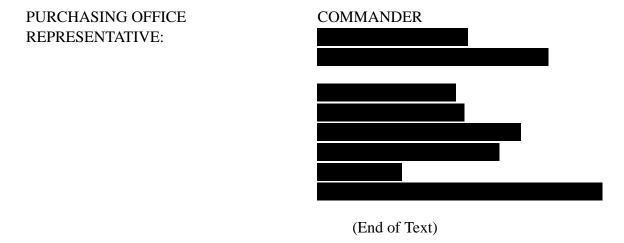
# HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

Page 80 of 127

Location(s)	Name	Phone Number	Email Address

(End of Text)

#### **HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE**

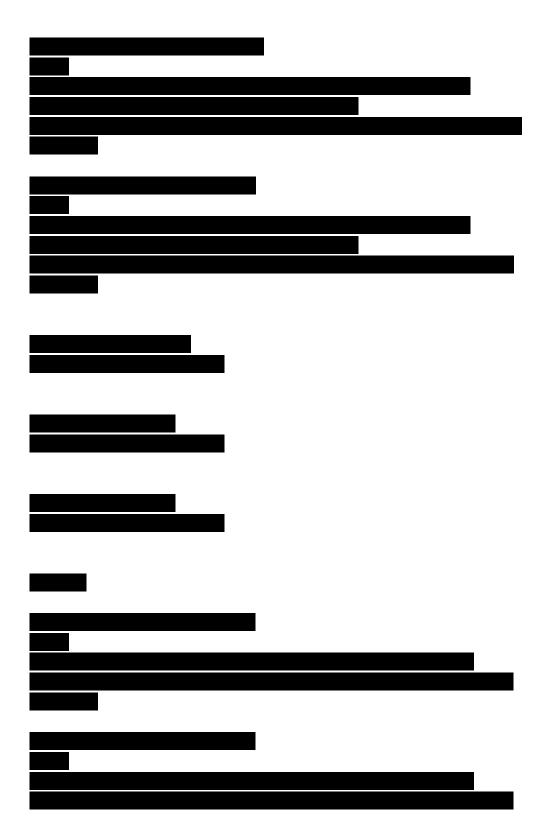


# HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

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

encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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



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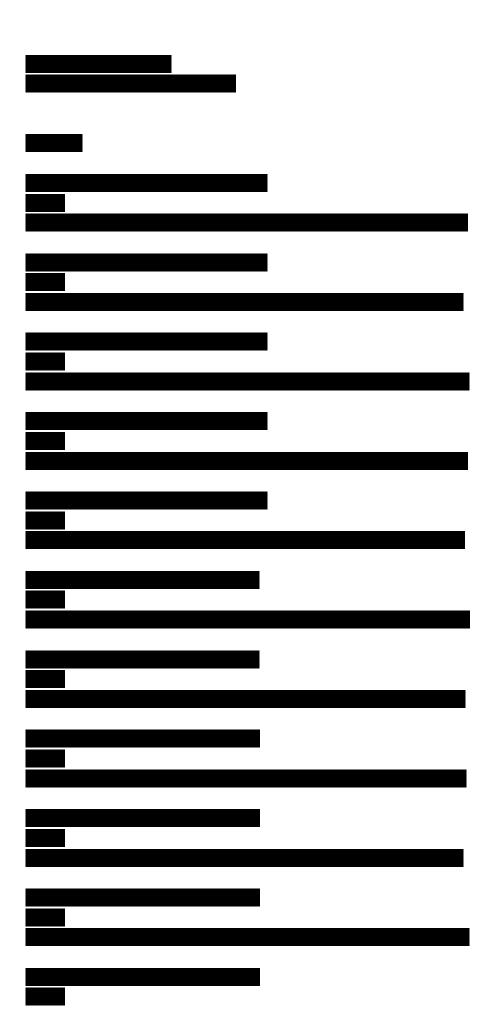
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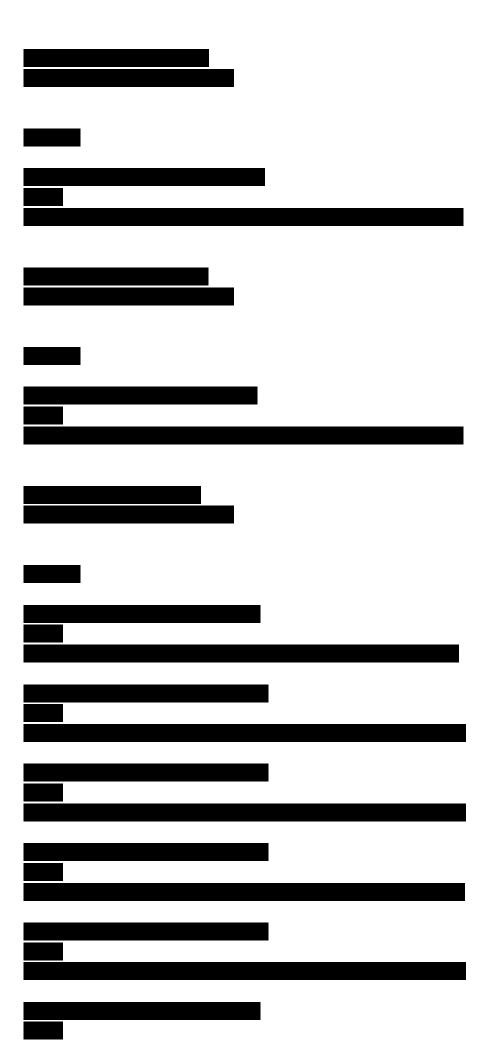
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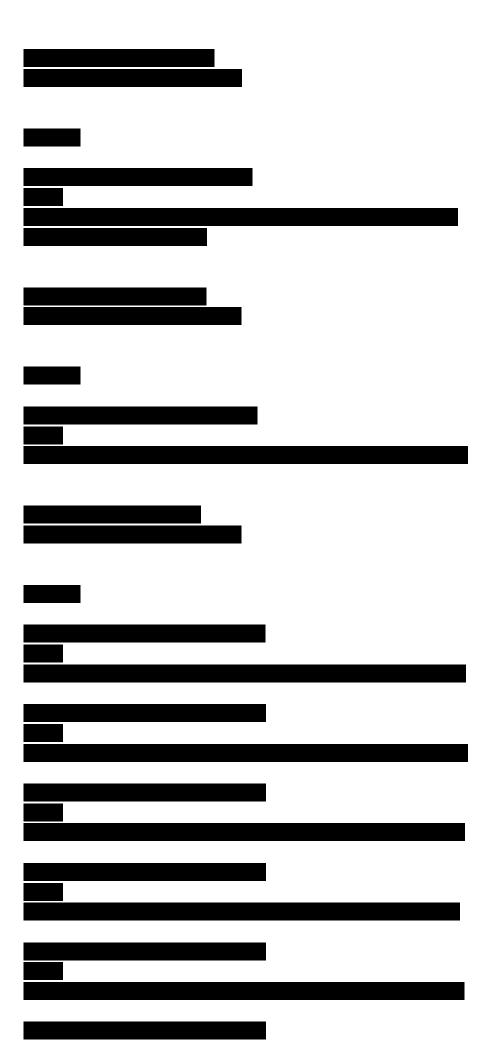
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### **Accounting Data**

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## **Section H - Special Contract Requirements**

#### 1.0 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

#### 2.0 KEY PERSONNEL

The following billets shall be considered key personnel. The contractor shall notify the Government of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance in accordance with paragraph H-7, Substitution of Team Members and Substitution of Personnel, of the basic contract and 5252.237-9106, Substitution of Personnel.

KEY PERSONNEL POSITION	NAME
Program Manager	
OM&S Logistics Manager (NSWC Corona)	
OM&S Logistics Manager (NSWC Port Hueneme)	
OM&S Logistics Manager (NSWC Port Hueneme/Statham)	
OM&S Logistics Manager (NSWC Panama City)	
OM&S Logistics Manager (NSWC Philadelphia)	
OM&S Logistics Manager (NSWC Carderock - West Bethesda)	
OM&S Logistics Manager (NSWC Indian Head)	
OM&S Logistics Manager (NSWC Dahlgren)	
OM&S Logistics Manager (NSWC Dahlgren / Dam Neck)	
	TBD

## 3.0 PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below), without the prior written approval of the Contracting Officer.

ICI Services, Corp.

### CLAUSES INCORPORATED BY FULL TEXT

All clauses incorporated by reference and full text in the basic IDIQ Contract apply to this document, as applicable,

in addition to those added here:

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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.

## **5252.16-9122 LEVEL OF EFFORT – ALTERNATE I (MAY 2010)**

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 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 <u>direct</u> support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in

paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

- (d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

- (i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.
- (j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

#### 5252,227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

Internet: http://www.gidep.org

## 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

## **CPFF/CPIF/Cost Only**

ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	EST. POP THROUGH
7416			
9013			

(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

7004, 7011, 7012, 7013, 7014, 7015, 7016, 7018, 7022, 7111, 7112, 7113, 7114, 7115, 7116, 7118, 7122, 7131, 7132, 7133, 7134, 7135, 7136, 7138, 7142, 7211, 7212, 7213, 7214, 7215, 7216, 7218, 7228, 7231, 7232, 7233, 7234, 7235, 7236, 7238, 7311, 7312, 7313, 7314, 7315, 7316, 7318, 7331, 7332, 7333, 7334, 7335, 7336, 7338, 7411, 7412, 7413, 7414, 7415, 7418, 7431, 7432, 7433, 7434, 7435, 7436, 7438, 7513, 7514, 7515, 7516, 7518, 9011, 9012, 9014, 9015, 9016, 9018, 9111, 9112, 9113, 9114, 9115, 9116, 9118, 9211, 9212, 9213, 9214, 9215, 9216, 9218, 9311, 9312, 9313, 9314, 9315, 9316, 9318, 9411, 9412, 9413, 9414, 9415, 9416, 9418 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.

## 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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

- (a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical

instruction is within the scope of this contract.

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

#### C.114 ACCESS TO GOVERNMENT INFORMATION SYSTEMS

Ref: SECNAVINST 5510.30A, Personnel Security Program, Chapters 5 and 6.

Personnel accessing government automated information systems (AIS) in the performance of contract work require a favorably adjudicated personnel security investigation, whether or not an actual security clearance is required. Personnel whose duties meet the criteria for an AIS Level 1 designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or Periodic Review (PR) of the SSBI. The SSBI or PR must be updated every 5 years. A favorably adjudicated National Agency Check with Local Agency Check and Credit Check (NACLC) for civilian personnel is required for AIS Levels 2 and 3. Additionally, Telecommunications Directive (NTD) 02-06, Information Assurance (IA) Training Requirement, DoDD 8570.01-M, Information Assurance Training, Certification, and Workforce Management Policy, and DoDI 8500.2 E3.3.7require that all authorized users of DoD Information Systems receive initial IA awareness orientation as a condition of access and thereafter must complete annual IA refresher awareness training to maintain an active user account. Access requests to DoD IT systems will utilize OPNAV 5239/14 (July 2008) SAAR-N form.

# C.121 CONTROLLED UNCLASSIFIED INFORMATION (INCLUDES FOR OFFICIAL USE ONLY INFORMATION)

Ref: (a) DoD Regulation 5200.01, DoD Information Security Program

(b) SECNAV M-5510.36, DON Information Security Program Manual

Contractor may be required to handle Controlled Unclassified Information (CUI). There are numerous types of CUI, e.g. documents with limited distribution statements, documents marked as For Official Use Only (FOUO), etc. The minimum level of protection for all CUI is adherence to FOUO protection standards. Distribution Statements (DS) and warning labels, such as the Arms Export Control Act Warning, identify additional protection requirements for a given document. Minimum FOUO protection requirements/controls applicable to the performance of this contract for CUI are listed below. Additional protection requirements, as marked on a given CUI document, are in addition to the standards listed.

1. Handling/Storage: Access to FOUO is limited to those needing it to conduct official business for the Department of Defense (DoD). FOUO information is not classified information, but requires extra precautions to ensure it is not released to the public. During business hours, reasonable steps shall be taken to minimize risk of access by unauthorized personnel. After business hours, FOUO information shall be stored in unlocked containers, desks, or cabinets if Government or Government-contracted building security is provided. If it is not, store in locked desks, file cabinets, bookcases, locked rooms, or similar items.

- 2. Transportinq/Transmitting/Release/Destruction: FOUO information shall be transported in a manner that prevents disclosure of the contents. FOUO information may be sent via USPS first-class mail, parcel post, or for bulk shipments 4th class mail. Electronic transmission of FOUO information (voice, data, or facsimile) shall be by approved secure communications systems. Transmission via unsecure fax is acceptable if an authorized person is standing by on the receiving end to take custody. All emails containing FOUO or attachments with FOUO must be digitally signed and encrypted when transmitted within a Navy network or to an approved contractor email address. Transmission of FOUO (i.e. any CUI) to personal email accounts (e.g. AOL, Yahoo, Hotmail, Comcast, etc.) is strictly prohibited. FOUO sent out of the contractor's facility electronically must be encrypted (DoD FIPS 140-2 standard). FOUO material shall not be released outside the contractor's facility except to representatives of DoD. When no longer needed, destroy FOUO by a method that precludes its disclosure to unauthorized individuals.
- 3. Markings: Unclassified documents (paper or electronic) generated in support of this contract which contain FOUO are to be marked "For Official Use Only" at the bottom on the outside of the front cover (if any), on each page containing FOUO information, and on the outside of the back cover (if any). Each paragraph containing FOUO information shall be marked as such. Within a classified document, an individual page with both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. Within a classified document, an individual page that contains FOUO information but no classified information shall be marked "For Official Use Only" at the top and bottom of the page, as well as each paragraph that contains FOUO information. Other records, such as photographs, films, tapes, or slides, shall be marked "For Official Use Only" or "FOUO" in a manner that ensures that a recipient or viewer is aware of the status of the information therein. DS on technical documents identify access restrictions. DS "B" through "D" preclude public release and while not marked as FOUO, are subject to all FOUO protection requirements, including the prohibition on unencrypted transmission over the public Internet.

(End of text)

## C.123 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL

- a. <u>Permission to visit</u>. Whenever Contractor personnel are required to perform work aboard a ship of U.S. Navy or associated Shore Facility, the Contractor shall submit a visit request via the Joint Personnel Adjudication System (JPAS) using the visiting ship/facility's SMO (NUWC Keyport's SMO is 002536). If company does not have access to JPAS, a written request to visit must be sent to that ship/facility or ship Security Officer using the guidance below.
- (1) For classified visits, the visit request shall include all information required by paragraph 6-100 of DOD 5220.22M Industrial Security Manual.
- (2) For unclassified visits, the visit request shall include the following information on each person visiting the users agency's facility or ship. The request shall be on company letterhead stationery with company address/telephone number and provide the following information:

Name:
Job Title/Position:
Government Security Clearance, if any:
SSN:
Date/Place of Birth:

Citizenship:	- 19
Current Residence Address:	_
Length of Visit (if known)	-

Additional access information: <a href="http://www.cnic.navy.mil/Kitsap/CNICP\_A233976">http://www.cnic.navy.mil/Kitsap/CNICP\_A233976</a>

b. <u>Citizenship.</u> No employee or representative of the contractor shall be admitted to any facility or ship of the U.S. Navy unless satisfactory proof of citizenship of the United States can be furnished. If citizenship cannot be verified via JPAS an I9 Employment Eligibility Verification form may be required.

- c. Compliance with Security Regulations.
- (1) The Contractor shall comply with the security regulations in force at all of the Naval Warfare Center's, . Company-granted clearances are not valid for access to restricted areas or information. If access to these areas or information is involved, contractor personnel must possess a Government-granted clearance based on formal investigative actions. Contractor personnel may be required to fill out a form regarding involvement with alcohol or dangerous drugs, police records, relative living abroad, and personal foreign travel as a condition for receiving a clearance.
- (2) If applicable, special security provisions for access to classified information are set forth in the attached DD Form 254, Contract Security Classification Specifications.
- (3) It is the Contractor's responsibility to collect and account for all personnel identification passes/badges and vehicle passes issued to his employees when no longer needed. The Contractor must return all passes/badges to the facility security office within three (3) days of the separation of an individual from employment on this contract.
- (4) It is the Contractor's responsibility to assure that his employees are aware of, and comply with, the security requirements of the facility or ship as set forth in the contract and as explained at the pre-award conference, if applicable. Noncompliance by an individual can result in denial of access to the facility or ship.
- (5) If a Contracting Officer's Representative (COR) is appointed in this contract, a listing of persons employed on the contract indicating that they have been briefed on the facility/ship security requirements shall be submitted to the COR within 14 days after award of the contract. The list is in addition to that shown in paragraphs a, b, and c above. The list shall also include a description of all company vehicles, including road equipment and office supply trailers, to be employed on the facility, along with license numbers, if applicable. The Contractor shall promptly notify the COR of any changes to the list.
- (6) Per SECNAV M-5510.36, contractor employees working in government spaces are subject to the activity's security education program. Contractor employees with SECRET or higher clearances must attend one counterintelligence briefing annually. Briefings are conducted quarterly and are advertised in the STQ.
- (7) The use of privately owned personal computers and cellular telephones by contractor personnel at Naval Undersea Warfare Center, Division Keyport, WA and Keyport Annex Bangor is restricted. Contractors requiring such devices in the performance of this contract shall notify the Contracting Officer.
- (8) Contractor personnel at Naval Undersea Warfare Center, Division Keyport, WA and Keyport Annex Bangor are prohibited from having photographic equipment, tape recorders, or other recording devices in their possession

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## **Section I - Contract Clauses**

## **CLAUSES INCORPORATED BY REFERENCE**

All clauses incorporated by reference and full text in the basic IDIQ Contract apply to this document, as applicable, in addition to those added here:

52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.207-3	Right of First Refusal of Employment	MAY 2006
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	APR 2014
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing DataModifications	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	MAY 2014
52.222-19	Child Labor Cooperation with Authorities and Remedies	JAN 2014
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combatting Trafficking in Persons	MAR 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011

		1.
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.204-7020	NIST SP 800-171 DOD Assessment Requirements	NOV 2020
252.209-7998	Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law	MAY 2014
252.209-7999	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law	MAY 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7002		DEC 2012
252.215-7008	Only One Offer	OCT 2013
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	h *	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.239-7000		JUN 2004
252.239-7017		NOV 2013
252.239-7018		NOV 2013
252.242-7004	Material Management And Accounting System	MAY 2011
	N	1

252.244-7001	Contractor Purchasing System Administration-Basic	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.242-7006	Accounting System Administration	FEB 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

## **52.216-10 INCENTIVE FEE (JUN 2011)**

- (a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
- (b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.
- (1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.
- (2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.
- (c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.
(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed of the total incentive fee or which whichever is less, to protect the Government's interest. The Contracting Officer shall release of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.
(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.
(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by for every dollar that the total allowable cost is less than the target cost or decreased by for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than tor less than for the target cost.
(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.
(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.
(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of-
(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty; (iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause; (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause: (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor. (5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract. (f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer. (g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause. (End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its

intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

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

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the estimated overtime hours provided by Attachment 2 Estimated Level Of Effort for each period of performance, 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;

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(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
(End of clause)
52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)
In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the
provisions of 5 U.S.C. 5341 or 5332.
THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits
(End of clause)
52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-00017) (JUNE 2014)
This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum

wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

- (b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.
- (c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.
- (d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).
- (e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

## Section J - List of Attachments

The following document(s), exhibit(s), and other attachment(s) form a part of this contract unless otherwise noted:

EXHIBIT A: Contract Data Requirements List, DD Form 1423

CDRL / Title

A001 Task Order level Monthly Report

A002 Task Order Monthly Expenditure Report

A003 TI level Monthly Report

A004 TI Monthly Expenditure Report

A005 Report of lost or damaged goods

A006 Verification of licenses

A007 Supply discrepancy report

A008 N-ERP statistical and data analysis reports

A009 Reports and briefings

A010 Presentations documents

A011 Trip report from onsite visits

A012 Quality Management System Manual

A013 Quality Assurance Plan

A014 Management Plan

#### ATTACHMENTS:

Attachment 1: Cost Plus Incentive Fee Table (Mod 42)

Attachment 2: Estimated Level of Effort (Mod 42)

Attachment 3: Quality Assurance Surveillance Plan (QASP) Template

Attachment 4: Contract Security Classification Specification, DD Form 254, dated 13 April 2017

Attachment 5: RESERVED (used for solicitation only)

Attachment 6: RESERVED (used for solicitation only)

Attachment 7: RESERVED (used for solicitation only)

Attachment 8: RESERVED (used for solicitation only) Attachment 9: RESERVED (used for solicitation only)

Attachment 10: RESERVED (used for solicitation only)

Attachment 11: NAVSUP P723

Attachment 12: WD\_15-5625\_CA\_REV12\_(Mod\_51)

Attachment 13: WD\_15-5629\_CA\_REV14\_(Mod\_51)

Attachment 14: WD\_15-4559\_FL\_REV15\_(Mod\_51)

Attachment 15: WD\_15-4281\_DC\_MD\_VA\_REV18\_(Mod\_51)

Attachment 16: WD\_15-4233\_PA\_REV18\_(Mod\_51)

Attachment 17: WD\_15-4089\_RI\_REV15\_(Mod\_51)

Attachment 18: RESERVED (used for solicitation only)

Attachment 19: DD Form 1423- CDRL - Contract Status Report

Attachment 20: WD\_15-4269\_MD\_REV14\_(Mod\_51)

Attachment 21: WD 15-4329 VA REV15 (Mod 51)

Attachment 22: WD\_15-5645\_CA\_REV15\_(Mod\_51)

Attachment 23: WD\_15-4341\_NC\_VA\_REV15\_(Mod\_51)

Attachment 24: GFP Asset List (Mod 45)

Attachment Number	File Name	Description
	ATT_16_WD_15-4233_PA_REV14_DTD_07-16-2019_(Mod_38).pdf	ATT_16_WD_15-4233_PA_REV14_DTD_07-16-2019_(Mod_38)

Attachment Number	File Name	Description
	Exhibit_A_DD1423_A001_to_A004.pdf	Exhibit_A_DD1423_A001_to_A004
	ATT_17_WD_15-4089_RI_REV11_DTD_07-16-2019_(Mod_38).pdf	ATT_17_WD_15-4089_RI_REV11_DTD_07-16-2019_(Mod_38)
	ATT_23_WD_15-4341_NC_VA_REV12_DTD_08-15-2019_(Mod_39).pdf	ATT_23_WD_15-4341_NC_VA_REV12_DTD_08-15-2019_(Mod_39)
	Att_3_QASP.docx	Att_3_QASP
	ATT_13_WD_15-5629_CA_REV10_DTD_08-02-2019_(Mod_39).pdf	ATT_13_WD_15-5629_CA_REV10_DTD_08-02-2019_(Mod_39)
	ATT_21_WD_15-4329_VA_REV11_DTD_07-16-2019_(Mod_38).pdf	ATT_21_WD_15-4329_VA_REV11_DTD_07-16-2019_(Mod_38)
	DD254_Rev_1.PDF	ATT 4 DD254 dated 13 April 2017
	ATT_20_WD_15-4269_MD_REV10_07-16-2019_(Mod_38).pdf	ATT_20_WD_15-4269_MD_REV10_07-16-2019_(Mod_38)
	ATT_22_WD_15-5645_CA_REV12_DTD_07-16-2019_(Mod_38).pdf	ATT_22_WD_15-5645_CA_REV12_DTD_07-16-2019_(Mod_38)
	Exhibit_A_DD1423_A009_to_A012.pdf	Exhibit_A_DD1423_A009_to_A012
	Exhibit_A_DD1423_A005_to_A008.pdf	Exhibit_A_DD1423_A005_to_A008
	ATT_14_WD_15-4559_FL_REV11_DTD_07-16-2019_(Mod_38).pdf	ATT_14_WD_15-4559_FL_REV11_DTD_07-16-2019_(Mod_38)
	Att_11_NAVSUP_P723.pdf	Att_11_NAVSUP_P723
	Exhibit_A_DD1423_A013_to_A014.pdf	Exhibit_A_DD1423_A013_to_A014
	ATT_15_WD_15-4281_DC_MD_VA_REV14_DTD_07-16-2019_(Mod_38).pdf	ATT_15_WD_15-4281_DC_MD_VA_REV14_DTD_07-16-2019_(Mod_38)
01	Att_1_CPIF_Table_(Mod_42).xlsx	Att_1_CPIF_Table_(Mod_42)
02	Att_2_Est_Lvl_of_Effort_(Mod_42).xlsx	Att_2_Est_Lvl_of_Effort_(Mod_42)
12	ATT_12_WD_15-5625_CA_REV12_DTD_12-21-2020.pdf	ATT_12_WD_15-5625_CA_REV12_(Mod_51)
13	ATT_13_WD_15-5629_CA_REV14_DTD_12-21-2020.pdf	ATT_13_WD_15-5629_CA_REV14_(Mod_51)
14	ATT_14_WD_15-4559_FL_REV15_DTD_04-7-2021.pdf	ATT_14_WD_15-4559_FL_REV15_(Mod_51)
15	ATT_15_WD_15-4281_DC_MD_VA_REV18_DTD_04-7-2021.pdf	ATT_15_WD_15-4281_DC_MD_VA_REV18_(Mod_51)
16	ATT_16_WD_15-4233_PA_REV18_DTD_04-13-2021.pdf	ATT_16_WD_15-4233_PA_REV18_(Mod_51)
17	ATT_17_WD_15-4089_RI_REV15_DTD_04-9-2021.pdf	ATT_17_WD_15-4089_RI_REV15_(Mod_51)
20	ATT_20_WD_15-4269_MD_REV14_DTD_04-7-2021.pdf	ATT_20_WD_15-4269_MD_REV14_(Mod_51)
21	ATT_21_WD_15-4329_VA_REV15_DTD_04-15-2021.pdf	ATT_21_WD_15-4329_VA_REV15_(Mod_51)
22	ATT_22_WD_15-5645_CA_REV15_DTD_12-21-2020.pdf	ATT_22_WD_15-5645_CA_REV15_(Mod_51)
23	ATT_23_WD_15-4341_NC_VA_REV15_DTD_12-21-2020.pdf	ATT_23_WD_15-4341_NC_VA_REV15_(Mod_51)
24	ATTACHMENT_24_GFP_Asset_List_(Mod 45).xlsx	ATTACHMENT_24_GFP_Asset_List_(Mod 45)