

2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 30-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. 1300420080	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

Naval Sea Systems Command (NAVSEA)  
 BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE  
 WASHINGTON NAVY YARD DC 20376-2040

DCMA Manassas  
 14501 George Carter Way  
 Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BlueWater Federal Solutions, Inc. 14420 Albemarle Point Place, Suite 200 Chantilly VA 20151		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-4954-EH02 10B. DATED (SEE ITEM 13) 01-May-2012
CAGE CODE 5T6A9	FACILITY CODE	[X]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY (Signature of Contracting Officer) 30-Sep-2014

## GENERAL INFORMATION

The purpose of Modification 15 to Task Order EH02 under contract N00178-07-D-4954 is to 1) establish CLINs 4202, 6201, and 6202 for funding purposes, 2) transfer ceiling from CLIN 4000 to CLIN 4202 in the amount of [REDACTED], 3) transfer ceiling from CLIN 4101 to CLIN 4201 in the amount of [REDACTED], 4) transfer ceiling from CLIN 4200 to CLIN 4202 in the amount of [REDACTED], 5) transfer ceiling from CLIN 6200 to CLIN 6201 in the amount of [REDACTED], 6) transfer ceiling from CLIN 6200 to CLIN 6202 in the amount of [REDACTED], 7) exercise option CLIN 4201, 8) establish for funding purposes only SLINs 420101, 420201, 620101, and 620201, 9) fund labor SLIN 420101 in the amount of [REDACTED], 10) fund labor SLIN 420201 in the amount of [REDACTED], 11) fund ODC SLIN 620101 in the amount of [REDACTED], 12) fund ODC SLIN 620201 in the amount of [REDACTED], and 13) correct Modification 14. Accordingly, said Task Order is modified as follows:

1. Under Section B, SUPPLIES OR SERVICES, make the following changes:

a) Establish for funding purposes only CLINs 4202, 6201, and 6202, as follows:

Item	Description	Qty/Unit (Hrs)	Est. Cost	Fixed Fee	CPFF
4202	SEA 10F Facilities Management Division Support	0	[REDACTED]	[REDACTED]	[REDACTED]
6201	ODCs in Support of SEA 10F Facilities Management Division Support CLIN 4201	0	[REDACTED]	[REDACTED]	[REDACTED]
6202	ODCs in Support of SEA 10F Facilities Management Division Support CLIN 4202	0	[REDACTED]	[REDACTED]	[REDACTED]

b) Transfer ceiling from CLIN 4000 to CLIN 4202 in the amount of [REDACTED], as follows:

Item	Change	Est. Cost	Fixed Fee	CPFF	Hrs
4000	From	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	By	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	To	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4202	From	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	By	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	To	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

c) Transfer ceiling from CLIN 4101 to CLIN 4201 in the amount of [REDACTED], as follows:

Item	Change	Est. Cost	Fixed Fee	CPFF	Hrs
4101	From	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	By	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	To	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4201	From	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	By	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

	To				
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d) Transfer ceiling from CLIN 4200 to CLIN 4202 in the amount of [REDACTED], as follows:

Item	Change	Est. Cost	Fixed Fee	CPFF	Hrs
4200	From	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	By	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	To	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4202	From	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	By	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	To	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

e) Transfer ceiling from CLIN 6200 to CLIN 6201 in the amount of [REDACTED], as follows:

Item	Change	Est. Cost
6200	From	[REDACTED]
	By	[REDACTED]
	To	[REDACTED]
6201	From	[REDACTED]
	By	[REDACTED]
	To	[REDACTED]

f) Transfer ceiling from CLIN 6200 to CLIN 6202 in the amount of [REDACTED], as follows:

Item	Change	Est. Cost
6200	From	[REDACTED]
	By	[REDACTED]
	To	[REDACTED]
6201	From	[REDACTED]
	By	[REDACTED]
	To	[REDACTED]

2. In accordance with SECTION I, CONTRACT CLAUSES, FAR clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009), CLINs 4201 is hereby exercised.

3. Under Section B, SUPPLIES OR SERVICES, make the following changes:

a) Correct Modification 14, page 2, paragraph 2, subparagraph "a", as follows:

a) Establish for funding purposes only SLINs 420001 and 620001, as follows:

Item	Description
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420001	SEA 10F Facilities Management Division Support - Funding (2410(a) Authority is hereby invoked) (O&MN)
620001	ODCs in Support of SEA 10F Facilities Management Division Support-Funding (2410(a) Authority is hereby invoked) (O&MN)

b) Establish for funding purposes only SLINs 420101, 420201, 620101, and 620201, as follows:

Item	Description
420101	SEA 10F Facilities Management Division Surge Support - Funding (2410(a) Authority is hereby invoked) (O&MN)
420201	SEA 10F Facilities Management Division Support - Funding (2410(a) Authority is hereby invoked) (O&MN)
620101	ODCs in Support of SEA 10F Facilities Management Division Support CLIN 4201-Funding (2410(a) Authority is hereby invoked) (O&MN)
620201	ODCs in Support of SEA 10F Facilities Management Division Support CLIN 4202-Funding (2410(a) Authority is hereby invoked) (O&MN)

c) Fund labor SLIN 420101 in the amount of [REDACTED], as follows:

ITEM(S)	EST COST	FIXED FEE	CPFF	HRS
420101	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

d) Fund labor SLIN 420201 in the amount of \$1,477,479, as follows:

ITEM(S)	EST COST	FIXED FEE	CPFF	HRS
420201	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

e) Fund ODC SLIN 620101 in the amount of [REDACTED], as follows:

ITEM(S)	EST COST
620101	[REDACTED]

f) Fund ODC 620201 in the amount of [REDACTED], as follows:

ITEM(S)	EST COST
620201	[REDACTED]

4. Under Section F, Deliveries or Performance, make the following changes:

a) Incorporate the period of performance for CLINs 4201, 4202, 6201, and 6202, as follows:

<u>Item</u>	<u>Period of Performance</u>
4201	9/30/2014 – 9/29/2015
4202	9/30/2014 – 9/29/2015
6201	9/30/2014 – 9/29/2015
6202	9/30/2014 – 9/29/2015

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 5 of 6	FINAL
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5. Under Section G, Contract Administration Data, make the following changes:

a) The Financial Accounting Data for Modification 15 is provided in the amount of [REDACTED], as follows:

MOD 15

420101 130042008000005 [REDACTED]  
LLA :  
AT 1741804 8T1M 251 VJT00 0 050120 2D 000000 A10002254457  
Cost Code A10002254457

420201 130042008000003 [REDACTED]  
LLA :  
AR 1741804 8B2B 251 VJT00 0 050120 2D 000000 A00002254457  
Cost Code A00002254457

620101 130042008000006 [REDACTED]  
LLA :  
AU 1741804 8T1M 252 VJT00 0 050120 2D 000000 A10002254457  
Cost Code A10002254457

620201 130042008000004 [REDACTED]  
LLA :  
AS 1741804 8B2B 252 VJT00 0 050120 2D 000000 A00002254457  
Cost Code A00002254457

MOD 15 Funding [REDACTED]  
Cumulative Funding [REDACTED]

6. Under Section H, SPECIAL CONTRACT REQUIREMENTS, clause NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) is hereby revised to restate the table in paragraph "a" in order to incorporate the incremental funds in the amount of [REDACTED] being funded under labor SLINs 420101, 420201, 620101 and 620201, as follows:

**NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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

Item	Allotted to Cost	Allotted to Fee	Allotted to CPFF	Hrs./Lot	Est. Period of Performance
400001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	5/1/2012 – 9/30/2012
400002	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	5/1/2012 – 4/30/2013
400003	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	5/1/2012 – 4/30/2013
400004	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	5/1/2012 – 4/30/2013
400005	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	5/1/2012 – 4/30/2013
410001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	5/1/2013 – 4/30/2014
410002	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	5/29/2013 – 4/30/2014
410003	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	9/18/2013 – 4/30/2014
410004	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	9/18/2013 – 4/30/2014
410101	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1/30/2014 – 9/30/2014
410102	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/21/2014 – 9/30/2014

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 6 of 6	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

420001					5/1/2014 – 4/30/2015
600001					5/1/2012 – 9/30/2012
600002					5/1/2012 – 4/30/2013
610001					5/1/2013 – 4/30/2014
610002					5/29/2013 – 4/30/2014
610003					9/18/2013 – 4/30/2014
610004					9/18/2013 – 4/30/2014
620001					5/1/2014 – 4/30/2015

(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 4000, 4100, 4101, 4200, 4201, 4202, 6000, 6100, 6200, 6201, and 6202 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.

7. As a result of this modification, the task order value is hereby increased by [REDACTED] from [REDACTED] to [REDACTED] and the total funded amount of the task order is hereby increased by [REDACTED] from [REDACTED] to [REDACTED].

8. Except as provided herein, all other terms and conditions of this task order remain unchanged.

9. For informational purposes only, a conformed copy of Sections B - J of this contract is attached to this modification, including the changes made herein. Attachments from the basic contract through the current modification are not included in this conformed contract modification unless specifically applicable to this modification.

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 1 of 47	FINAL
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R799	SEA 10F Facilities Management Division Support (Fund Type - TBD)	█	█	█	█	█
400001	R799	SEA 10F Facilities Management Division Support (O&MN,N)					
400002	R799	SEA 10F Facilities Management Division Support (O&MN,N)					
400003	R799	SEA 10F Facilities Management Division Support (O&MN,N)					
400004	R799	SEA 10F Facilities Management Division Support (O&MN,N)					
400005	R799	SEA 10F Facilities Management Division Support (O&MN,N)					
4001	R799	Surge (Fund Type - TBD) Option	█	█	█	█	█
4100	R799	SEA 10F Facilities Management Division Support (Fund Type - TBD)	█	█	█	█	█
410001	R799	SEA 10F Facilities Management Division Support-Funding (2410(a) Authority is hereby invoked) (O&MN,N)					
410002	R799	SEA 10F Facilities Management Division Support-Funding (2410(a) Authority is hereby invoked) (O&MN,N)					
410003	R799	SEA 10F Facilities Management Division Support-Funding (2410(a) Authority is hereby invoked) (O&MN,N)					
410004	R799	SEA 10F Facilities Management Division Support-Funding (2410(a) Authority is hereby invoked) (O&MN,N)					
4101	R799	Surge (Fund Type - TBD)	█	█	█	█	█
410101	R799	Surge (O&MN,N)					
410102	R799	Surge (O&MN,N)					
4200	R799	SEA 10F Facilities Management Division Support (Fund Type - TBD)	█	█	█	█	█

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 2 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420001	R799	SEA 10F Facilities Management Division Support - Funding (O&MN) (2410(a) Authority is hereby invoked) (O&MN,N)					
4201	R799	Surge (Fund Type - TBD)					
420101	R799	SEA 10F Facilities Management Division Surge Support - Funding(2410(a) Authority is hereby invoked) (O&MN,N)					
4202	R799	SEA 10F Facilities Management Division Support (Fund Type - TBD)					
420201	R799	SEA 10F Facilities Management Division Support - Funding (2410(a) Authority is hereby invoked) (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R799	SEA 10F Facilities Management Division Support (Fund Type - TBD)	1.0	LO	
600001	R799	ODCs in Support of SEA 10F Facilities Management Division Support - Funding (O&MN,N)			
600002	R799	ODCs in Support of SEA 10F Facilities Management Division Support - Funding (O&MN,N)			
6001		Reserved			
6100	R799	SEA 10F Facilities Management Division Support (Fund Type - TBD)	1.0	LO	
610001	R799	ODCs in Support of SEA 10F Facilities Management Division Support- Funding (2410(a) Authority is hereby invoked) (O&MN,N)			
610002	R799	ODCs in Support of SEA 10F Facilities Management Division Support- Funding (2410(a) Authority is hereby invoked) (O&MN,N)			
610003	R799	ODCs in Support of SEA 10F Facilities Management Division Support- Funding (2410(a) Authority is hereby invoked) (O&MN,N)			
610004	R799	ODCs in Support of SEA 10F Facilities Management Division Support- Funding (2410(a) Authority is hereby invoked) (O&MN,N)			
6200	R799	SEA 10F Facilities Management Division Support (Fund Type - TBD)	1.0	LO	
620001	R799	ODCs in Support of SEA 10F Facilities Management Division Support- Funding (2410(a) Authority is hereby invoked) (O&MN,N)			
6201	R799	ODCs in Support of SEA 10F Facilities Management Division Support CLIN 4201 (Fund Type - TBD)	1.0	LO	
620101	R799	ODCs in Support of SEA 10F Facilities Management Division Support CLIN 4201-Funding(2410(a) Authority is hereby invoked) (O&MN,N)			



CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 3 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6202	R799	ODCs in Support of SEA 10F Facilities Management Division Support CLIN 4202 (Fund Type - TBD)	■	■	■
620201	R799	ODCs in Support of SEA 10F Facilities Management Division Support CLIN 4202-Funding(2410(a) Authority is hereby invoked) (O&MN,N)			

**NOTES:**

**NOTE A: LEVEL OF EFFORT**

The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items.

**NOTE B: OPTION**

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

**NOTE C: ODC**

These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

**NOTE E: SURGE**

If it is determined that an increased level of effort is required for any of the task areas in Section C, the Government reserves the right to exercise a "Surge" Option CLIN for additional work in accordance with clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009). The Contracting Officer may provide written notice of the government's intent to exercise a Surge Option Item as follows: (1) For an increased level of effort that requires the contractor to provide new security cleared resources to perform the work, the Contracting Officer may provide written notice to the Contractor 60 calendar days prior to exercise of the surge Option Item; and (2) For an increased level of effort that requires the contractor to use existing security cleared resources to perform the work, the Contracting Officer may provide written notice to the Contractor at least 14 calendar days prior to exercise of the surge Option Item. All surge options shall be proposed at (1) the level-of-effort specified in Section B, (2) at the same labor mix as for base labor, (3) at the quantities and mix hereby specified for each year of performance, and (4) no deviations are allowed. These items shall be priced as Cost-Plus- Fixed-Fee (CPFF).

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

This entire task order is cost type. The CLINs for the labor requirements are Cost Plus Fixed Fee (CPFF) and the ODC CLINs are Costs Only.

*Offeror shall fill in the below table wherever "TBD" is indicated.*

**OFFEROR TO FILL IN ALL TBD's BELOW**

LABOR	LABOR HOURS	ESTIMATED	FIXED	TOTAL
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ITEMS		COST	FEE	CPFF
4000	40,320	██████████	██████████	██████████
Rate/Hr		██████	██████	██████
4001	16,000	██████████	██████████	██████████
		██████	██████	██████
4100	40,320	██████████	██████████	██████████
Rate/Hr		██████	██████	██████
4101	16,000	██████████	██████████	██████████
		██████	██████	██████
4200	40,320	██████████	██████████	██████████
Rate/Hr		██████	██████	██████
4201	16,000	██████████	██████████	██████████
		██████	██████	██████

**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

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

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

**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.

**PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) (APPLICABLE TO LABOR CLINs 4000, 4100, and 4200)**

(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

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 5 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 equal to [REDACTED] of the allowable cost of each invoice 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 (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (APPLICABLE TO ODC CLINs 6000, 6100, and 6200)**

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

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

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

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

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

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 6 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### I. Background

The Naval Sea Systems Command (NAVSEA) consists of a Headquarters (HQ) organization at the Washington Navy Yard and a variety of technical and industrial organizations. The NAVSEA HQ Facilities Management Division (SEA 10F) has the responsibility for providing support services in diverse workload areas at the NAVSEA Command campus (Washington Navy Yard), Crystal City, and the surrounding Capital Regional area.

### II. Objective

The objective of this procurement is to provide support for the various functional areas which fall under the domain and responsibility of SEA 10F Facilities Management Division. The functional areas requiring support under this contract include: Facility Construction; Repair and Maintenance; and Project Support; Transportation Support; Track Shipping and Receiving; Facilities and Parking Desk Support; HVAC System; Maintenance and Evaluation Support; Furniture product installation; AutoCAD drawings and project reviews; Facilities Action Tracking System (FATS) tickets; Furniture Configuration Project and Moves Support; Labor Support Moving Services; Shipping and Receiving and Warehouse; and Support Moves, Adds, and Changes (MAC) and Facilities Action Tracking System (FATS). The support in these program areas will enable NAVSEA to accomplish its command mission responsibilities.

### III. General Requirements

- All contractor support shall be consistent with the needs of the mission as identified by the government. Contractor support shall reflect high quality and adherence to due dates and deadlines provided by technical instructions during performance.
- The contractor shall have all tools necessary to perform the duties/tasks assigned or must be capable of providing the requested services.
- The contractor should have enough tools to perform multiple jobs in different job site locations.
- The contractor will provide tools for each employee in order for them to accomplish their daily mission.
- The contractor must provide a Gator to transport both employees and equipment in and around the Washington Navy Yard.
- The contractor shall use the key cutting machine to cut keys for both case and systems furniture.
- The contractor will provide tools that meet all safety regulations and requirements for daily operations.

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 7 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- The contractor will hang signs in and around Washington Navy Yard per the government's request.
- The contractor shall provide telephone numbers for all contractor and management staff who can be reached on a 24-hour basis. All calls shall be returned within a maximum two (2) hours.
- The contractor supervisor shall ensure all personnel maintain satisfactory conduct in accordance with governing standards of conduct.
- All overtime must be approved by the Contracting Officer. The government representative shall give a minimum of a 2-hour notice for next day overtime requirements. The contractor shall bill overtime service hours as a separate line item on monthly invoice.

#### IV. Task Areas

##### 1. Facility Support Services

###### 1.a. Facility Construction; Repair and Maintenance; and Project Support

The contractor shall:

- Develop and coordinate individual Plans of Action and Milestones (POA&Ms) for various construction maintenance and repair projects.
- Coordinate work schedule with Operations Engineers and funding sources; provide drawings; obtain Naval Support Activity Washington (NSAW) and Safety approval; escort vendors; and create project punch lists.
- Provide a punch list for all NAVSEA tenant organizations, NAVAC project representatives, and construction vendors.
- Support facilities design, building maintenance, coordination, relocation and renovations.
- Assist the government in drafting and reviewing scope of work for public works projects.
- Perform routine and emergency maintenance and repairs in various NAVSEA spaces.

###### 1. b. Transportation Support

The contractor shall:

- Process all customer bus and vehicle transportation requests.
- Coordinate transportation schedule with NSAW government representative.
- Coordinate all scheduled maintenance on all government vehicles
- Coordinate all NSAW equipment repair to include equipment stored on loading doc.

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 8 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- Coordinate scheduling of 15 passenger vans with NAVFAC POC William C. Dorsey (see SOP #0003, Attachment # 1)

#### 1. c. Track Shipping and Receiving

The contractor shall:

- Assist government representative in coordinating work schedule for labor support.
- Contractor personnel shall ensure packages are delivered throughout the NAVSEA campus.
- Contractor shall coordinate and track all package receipt date and time, and vendor information. Contractor shall solicit date, time and signature on all packages requiring proof of receipt.
- Contractor shall assist the government in maintaining accurate file records.
- Contractor shall inform SEA 10F Branch Head of any delivery issues such as misdirected shipment, undeliverable packages, and/or missing packages.
- Contractor shall transport documents to Pentagon for disposal.

(See attached SOP #0001 for Loading Dock, Attachment # 11)

#### 1. d. Facilities and Parking Desk Support

The contractor shall:

- Manage both Parking and Help Desk duties as assigned
- Provide full-time, on-site support to monitor the 1-Help line and Parking Desk. Back-up support must be available at all times for both the Facilities and Parking Help Desk.
- Update parking and facilities help desk database and provide administrative and customer service support.
- Provide oversight on assigned Facilities Action Tracking Systems (FATS) request tickets. Coordinate with NSAW personnel on Facilities Action Tracking System (FATS) tickets for maintenance and repairs to lighting and electrical systems, and plumbing spaces and facilities in response to 1-Help Line requests.
- Conduct market surveys and provide statistics for maintenance vendors.
- Develop and provide weekly schedule for both Facilities and Parking Help Desk.

#### 1. e. HVAC System Maintenance and Evaluation Support

The contractor shall:

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 9 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- Provide logistical support on the HVAC mechanical and control systems.
- Support the Information Technology network spaces focusing on environmental conditions and provide preventive maintenance services.
- Investigate temperature control issues and submit resolution to government representative.
- Develop market surveys and provide statistics for maintenance vendors.

#### 1. f. Space Management Support

The contractor shall perform:

- Maintain the database to reflect the current staffing plan and individual seat assignments.
- Maintain the database to show “as built” office structures/cubicle sizing and signage including associated AutoCAD floor plans.
- Develop workplace layout options utilizing AutoCAD.
- Maintain building floor plan layout drawings and develop associated reports utilizing MapGuide software.
- Analyze space utilization and review existing space availability.
- Identify and track space and seating changes.
- Identify and report on spaces with multiple seats.
- Coordinates Logistics for infrastructure build out, communications, NMCI, and furniture moves. (See SOP 004)
- Coordinate with NAVSEA administrative officer regarding seating and space allocation information.
- Coordinate between Facilities and Helpdesk to ensure temporarily displaced personnel are accommodated to minimize disruption.
- Maintain communication and hardware connection reports and generates work orders for circuit building and updating; especially critical during the Navy/Marine Corps Internet (NMCI) rollout.
- Assist with NCMI as it impacts personnel space assignments as maintained in the WNY-FM.

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 10 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Identify and report on spaces with multiple seats.
- Coordinates Logistics for infrastructure build out, communications, NMCI, and furniture moves. (See SOP 004)
- Coordinate with NAVSEA administrative officer regarding seating and space allocation information.
- Coordinate between Facilities and Helpdesk to ensure temporarily displaced personnel are accommodated to minimize disruption.
- Maintain communication and hardware connection reports and generates work orders for circuit building and updating; especially critical during the Navy/Marine Corps Internet (NMCI) rollout.
- Assist with NCMI as it impacts personnel space assignments as maintained in the WNY-FM.

## 2. Furniture Support Services

### 2.a. Furniture product installation

The contractor shall:

- Review all reconfiguration project requirements and provide appropriate systems furniture project support to include identifying all product modifications and cost estimates, if necessary.
- Adhere to furniture project timelines provided by government.
- Assist the government in identifying the appropriate product for projects.
- Provide additional keys and/open locked furniture as requested.
- Track resolution of all furniture project changes.

### 2.b. AutoCAD drawings and project reviews

The contractor shall:

- Provide analytical and administrative support for reviewing AutoCAD drawings for product requirement installation and office renovations.
- Submit cost estimates for systems furniture and modifications to government representative for large scale projects.
- Develop systems furniture punch list for all projects.
- Assemble, disassemble, and repair or replace systems, modular, and case good furniture;



CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 11 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

repair, adjust, and replace furniture with safety issues; refinish damaged and worn furniture; repair replace, provide additional cores, locks, and keys; repair, adjust, and replace work surfaces, panels and tiles, carpet, frames, overhead cabinets, and ped/lateral file cabinets; and install and uninstall white boards, cork boards, pictures, and plaques.

- Track workload trends, follow up on assigned work requests, and assist government in developing efficiency process improvement plan.

### 2.c. Facilities Action Tracking System (FATS) tickets

The contractor shall:

- Respond to all routine Facilities Action Tracking System (FATS) tickets and emergency request for furniture repairs; installation and removal of white boards, cork boards, and other wall hangings; and repair or replace locks, cores, and keys.
- Ensure tickets are completed in accordance with governing standards. (See SOP 0004, Attachment #12)
- Ensure appropriate parties are notified of project schedule.

### 2.d. Furniture Configuration Project and Moves Support

The contractor shall:

- Coordinate office and furniture configuration projects.
- Coordinate warehouse pick-ups, deliveries and restocking.

## 3. Labor Support Moving Services

### 3.a. Overall Labor Support

- The required services including padding, packing and/or crating may be required for safe transportation.
- Government representatives shall reject any contractor equipment during a move which may cause damage to building floor surfaces, walls, or corridors.
- The contractor shall process and deliver monthly orders for cartons. The contractor shall bill straight time for a truck and driver for this delivery.
- The following care requirements apply to moving services:
  - Filing cabinets and equipment shall be transported upright with sealed drawers. (Steel strapping is prohibited).
  - All property shall be covered during loading and unloading operations and transported in

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 12 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

locked vehicles.

- All material-handling equipment shall have rubber wheels and shall be maintained free from grease and dirt for interior services.
- Any work stoppage incurred by failure of the contractor to comply with government standards shall not be chargeable against the government. The contractor is responsible for repairing or replacing any equipment/furniture damaged during a move. The contractor is responsible for maintaining sufficient replacement value insurance. Contractor shall process all damage claims within 10 days of the incident.
- The government shall request non-routine move orders with the contractor at a minimum of two hours prior to the day of requirement. Each order shall be assigned an order/control number.
- Orders withdrawn at or before 4:00 p.m. on the day of a scheduled move requirement shall not incur penalties against the government. Orders withdrawn after 4:00 p.m. shall incur a two-hour penalty charge against the government for the cost of a supervisor, crew, and equipment.
- The contractor shall advise the government of the name(s) of the following key personnel: Program Manager, Supervisors, and crew leaders responsible for the workforce. The supervisor and crew leader positions, and truck driver are subject to the substitution of key personnel clause, whereby the government shall review the qualifications of any temporarily assigned key personnel.
  - The contractor must have a fully operational vehicle that has passed all federal, state, and local ordinances.
  - The contractor must have insurance, state registration, and state inspection sticker to be able to perform all task and duties mentioned in this contract.
  - The government reserves the right to ask for all of these documents at any given time.
  - If operations are ceased or delayed due to a contractor's unsatisfactory vehicle, the contractor will be held accountable.

### 3.b. Shipping and Receiving and Warehouse

The contractor shall:

- Pickup and deliver packages, copy paper, office equipment, and furniture per government request.
- Furniture will include both case goods and systems furniture for delivery and disposal.
- Remove and dispose of surplus equipment, furniture, and bulk trash and materials per government request.
- Pull items for all build outs for the Washington Navy Yard.

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 13 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Return furniture from WNY for disposal, restock, and storage purposes.
- Place re-stock items back in inventory by placing items back on shelves and bins.

### 3.c. Support Moves, Adds, and Changes (MAC) and Facilities Action Tracking System (FATS)

The contractor shall:

- Coordinate office and furniture configuration projects.
- Coordinate warehouse requirements and deliveries.
- Support FATS ticket for deliveries and MAC relocation efforts.
- Load and unload furniture and boxed items.
- Assemble, disassemble, and deliver furniture and equipment.
- Move office machines and safes

### V. Government furnished space.

- The government shall provide a space for all contracting personnel. The contractor shall be responsible for maintaining a clear and clean space. Government representatives will have full access to this space at all times.
- The Government shall supply a quality assurance surveillance plan and monitoring evaluation form used for the purpose of the SOW.

### VI. Definition of terms

- Straight Time (ST). Refers to work time other than that defined as overtime under this clause.
- Overtime (OT). Work performed outside of routine daily hours. All overtime shall be authorized in advance by a PCO
- National Agency Check (NAC). A background investigation that is conducted on federal employees.

### VII. Deliverables

Contractor support shall provide the following:

- a. Provide weekly performance and quality assurance reports.
- b. Provide weekly staffing and actual hours worked reports.

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 14 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- c. Provide monthly report of work accomplished, including active and completed projects and associated costs.
- d. Provide weekly work schedules for skilled support contractors.
- e. All data/deliverables produced under this contract shall become the exclusive property of the Government.

II. Security

All contractor personnel assigned to performance under this Task Order shall be U.S. born citizens. Task 1 personnel should have a Secret clearance or higher already in place and on file in JPAS. Task 2 and 3 personnel should already have a certified National Agency Check (NAC) or higher already in place on file in JPAS.

IX. Place of Performance

[REDACTED]

- a. The contractor shall provide services not to exceed a 40 hour work week consisting of an average of a 8 hour workday plus a 60 minute, unpaid break. Contractors have a designated operating hours established by the local agency and this may by location and department (typically 0630 thru 1630hrs. However hours and overtime maybe modified during agencies surge activity, and extended operations. Duty on weekends and outside normal agency hours may be required based on mission requirements. b. Federal Holidays/Training Holidays. The contract employee will not be paid on federal holidays or training holidays. Unless contract employee is scheduled to work on a holiday and will be paid for hours worked at the hourly rate established in the contract. Contract Employees will be required to work federal holidays and training holidays.
- c. Holidays that are declared by Presidential Executive Order shall be observed in the same manner as the holidays listed above. If the area in which the contractor is scheduled to work is closed due to holiday declared by an Executive Order and the employee is not required to report in, payment will not be made for those hours. Closures of installation due to inclement weather or other such acts of God shall be handled in the same manner.
- d. Absences: When anticipated contract personnel have not reported for duty, have become ill, or are unable to work during a scheduled shift they must contact the contractor and their designated government official. Absences due to emergency shall be called into the COR and contractor within the first 2 hours of each duty day that they are unable to work.
- f. Replacement: The supervisor shall coordinate all absences with the COR to ensure proper coverage of all requirements of the contract.

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 15 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

g. Facility Closures. During anticipated closure of the facility due to Command declared training holidays, administrative leave granted to entire government staff, or other closure, contract employees may not be required to perform services, unless specifically scheduled. In the event of a unplanned closure of facility due to natural disasters, military emergency, or severe weather, contract workers who are scheduled to work shall not report to work unless notified differently.

#### X. Work Call

[REDACTED]

#### XI. Contracting Furnished Supplies/Services

The Contractor shall furnish all personnel and services to comply with the requirements of this contract, except where specifically identified as a government-furnished supplies and services.

Certificate/licenses/training/insurance shall be maintained in a current status at all times while performing services under this contract.

If at any time during the contract, a contractor employee does not renew any of the required certifications/license/insurance prior to the expiration date, he will be unable to work at NAVSEA. This expense shall be borne by the contractor.

The contractor shall provide all necessary Personal Protective Equipment (PPE) including the following: 1) steel toe boots; 2) hardhats; and 30 back braces for lifting.

#### XII. Equipment

The contractor shall provide all necessary equipment such as boxes, hand trucks, dollies, packing materials, and tools in order to conduct daily operations at multiple sites.

The contractor shall provide a key cutting machine.

The contractor must have a fully operational vehicle that has passed all federal, state, and local ordinances.

The contractor must have insurance, state registration, and state inspection sticker to be able to perform all task and duties mentioned in this contract.

The Government reserves the right to ask for all of these documents at any given time.

At any time the government feels that a vehicle is unsafe the government will cease operations.

If operations are ceased or delayed due to a contractor's unsatisfactory vehicle, the contractor will be held accountable.

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 16 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The contractor shall provide a Gator to move equipment and personnel in and around Washington Navy Yard.

The contractor shall provide charging capability/fuel for the Gator.

The contractor shall provide drivers with a cell phone for continuous communications.

XIII. Government Furnished Services and Supplies

The government will provide storage and charging area for Gator

XIV. Government Technical Points of Contact

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**MISCONDUCT/DISRUPTION SERVICES**

At any time during the performance of this contract, the Contracting Officer’s Representative (COR) may request that the contractor immediately remove any contract employee whose actions or impaired state, raises reasonable suspicion that clear and present danger of physical harm to self or fellow co-workers. If the actions of the employee result in a disruption to the workforce, the contractor must replace the employee within 30 days, or as agreed upon by the COR.

Actions that suspend, revoke, place in abeyance, or otherwise restrict the privileges of the contract employee result in not being authorized to perform under the contract. A replacement contract employee with the same qualifications, must be provided according to the terms of this contract.

If at any time during the contract period it is discovered, through investigation that the contractor is under an investigation, pending charges, or has previously been convicted of any of the aforementioned incidents, that contractor may be terminated for default in accordance with FAR Clause 52.212-4, Contract Terms, paragraph (m),” Termination for Cause.”

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**ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA)(JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 17 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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

**COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

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

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 18 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

#### **ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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



CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 19 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time. (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract. (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 20 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 21 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 22 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION D PACKAGING AND MARKING

**APPLICABLE TO ALL ITEMS** - There are no packaging or marking requirements for the services order under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

**DATA PACKAGING LANGUAGE** - All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

### **MARKING OF REPORTS (NAVSEA) (SEP 1990)**

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

[REDACTED]

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

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 23 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

### **CLAUSES INCORPORATED BY REFERENCE**

52.246-3 Inspection of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection of Services Cost-Reimbursement APR 1984

### **CLAUSES INCORPORATED IN FULL TEXT**

#### **INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

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

#### **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

**Introduction.** This QASP sets forth the guidelines and processes the government will employ to ensure the contractor achieves the required standard of performance, as it relates to the carrying out of the tasks described in the performance work statement (PWS). This QASP contains a Service Delivery Summary (SDS) that summarizes the performance objectives, identifies the performance standards, and states how performance will be evaluated. The SDS identifies those services considered most important for mission accomplishment and the minimum acceptable performance level. This QASP is a "living document" and the government may review and revise it on a regular basis. However, the government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document.

**Purpose.** The QASP provides a means for the government to determine if the contractor is meeting the specified performance standards.

**Roles and Responsibilities.** The government will monitor contractor performance on a continuing basis, throughout the period of performance. The government may elect to monitor contractor performance through the use of a surveillance team or assign the responsibility to one individual. The surveillance team may consist of the following members: Contracting Officer, Contracting Officer's Representative (COR) (primary), and other government staff or Components.

Performance will be assessed by the members of the surveillance team, and this information will be used to rate the contractor's performance. Information will be recorded in the project file and will be input in the Contractor Performance Assessment Reporting System (CPARS). CPARS is the DOD Enterprise Solution for collection of Past Performance Information (PPI).

CPARS is a web-enabled application that collects and manages contractor quality/performance, in essence a "report card". Information on CPARS can be found at [www.cpars.csd.disa.mil](http://www.cpars.csd.disa.mil). The contractor is responsible for the management of their personnel and quality control, and fulfilling the terms of the order in a timely manner with quality services and products.

**Service Delivery Summary (SDS).** The SDS at the end of this document summarizes the

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 24 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

expected service objectives (outcomes) and identifies the metrics that will be used to determine whether the outcomes are achieved at the appropriate levels of performance. In determining the evaluation criteria, the government has considered what the contract specifically calls for, how performance can be surveyed, and if the proposed method of surveillance is adequate to ensure the required level of performance has been achieved.

The contractor's performance will be a factor affecting application of the plan, i.e., surveillance frequency may be increased or decreased based upon the contractor demonstrated and documented performance. The government will monitor the contractor's performance using the surveillance methods identified in the SDS, but may choose to change or add methods from the list described below if performance requires closer surveying.

The government retains the right to inspect any item performed or delivered under this effort, to include required tasks not shown in the SDS. In addition, the government reserves the right to add new, delete existing, or change any of the existing tasks identified in the SDS if the contractor's performance in any area of this effort is less than satisfactory. These items will be inspected using one or more of the surveillance methods described below and will be documented by the COR. If necessary, findings will be provided to the Contracting Officer for action. The Contracting Officer will handle each documented discrepancy on a case-by-case basis.

- One Hundred Percent Inspection. One hundred percent (100%) Inspection is inspection of a requirement every time it occurs.
- Periodic Surveillance. Periodic surveillance inspection is the type of surveillance that is based upon selecting samples for evaluation on other than 100% inspection or on a statistically random basis. Selecting this tool to determine a contractor's compliance to contract requirements can be quite effective and allows the COR to establish confidence or lack of confidence in the contractor while not consuming a significant amount of time. An example of periodic surveillance is weekly inspections when the COR chooses the location and time in other than a statistically random basis.
- Sampling. This is the most appropriate method for frequently recurring tasks. Random sampling is done to determine whether to accept or reject the contractor's performance of the total lot of a particular task for a given period of time, using the premise that the statistically selected sample is representative of the entire lot. Sampling may be spot, periodic or random.
- Inspection/Review. This surveillance type is preferred for those tasks that occur infrequently. It is also used frequently for those tasks having very stringent performance requirements. When this type of surveillance is used, the COR must inspect and evaluate the contractor's performance each time it is performed to determine acceptability. This type of surveillance consists of the evaluation of samples selected on other than a 100% or statistically random basis. The results of periodic surveillance inspections may be used as the basis for actions against the contractor. In such cases the Inspection of Services clause becomes the basis for the contracting officer's actions. This will be done more frequently at the beginning of the contract, and is expected to decrease as standards are consistently met, but may increase if performance falls below standard.

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 25 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- **Customer Feedback.** Periodically, or as offered by Components, feedback will be gathered and documented in regards to contractor performance. This information may be obtained by means of a formal inquiry/survey or monitored by customer complaints. Customer complaints, to be considered valid, will be detailed in writing explaining the nature of the complaint, be signed, and submitted to the COR. The COR will coordinate with the KO as needed for resolution, and will include all documentation in the contract file.

**Evaluation Methodology.** This QASP comprehensively guides the surveillance team's activities and has been developed in a format to ensure ease of understanding and implementation. For each performance objective in the SDS, the specific methods of surveillance, and performance thresholds are shown in the SDS Summary. The methodology described shall be used as the basis for performing surveillance of the respective performance objectives. Evaluation of the contractor's performance in meetings the identified standards will be evaluated using an adjectival scheme, as identified below:

- **EXCEPTIONAL** Performance significantly exceeds contract requirements to the Government's benefit.
- **VERY GOOD** Performance exceeds some contract requirements to the Government's benefit.
- **SATISFACTORY** Performance meets contractual requirements.
- **MARGINAL** Performance does not meet some contractual requirements.
- **UNSATISFACTORY** Performance does not meet contractual requirements.

**Established Procedures.** Each contractor assessment shall follow an established procedure for surveillance, recording, reporting, and follow-up, outlined as follows:

- a. The frequency of surveillance will be in accordance with the schedule identified in the SDS.
- b. Surveillance will be performed in accordance with the SDS and results and comments recorded in the contract file (the COR will place in their file and also forward a copy to the Contracting Officer). The COR may use the Performance Report included as Attachment 7 of this document for this reporting or generate their own format.
- c. The government will have five working days to accept or reject submissions in writing, and notify the contractor of the acceptance or the cause of the rejection. The contractor shall then have five working days to correct the deficiency and resubmit.
- d. Performance/non-performance for particular tasks will be recorded and filed, and addressed with the Contracting Officer if agreement is not reached between the COR and contractor for how to resolve any non-performance incidences. If no deficiency exists in contractor performance, no action is required.
- e. If the contractor's performance does not meet the specified criteria, the course of action will be dependent on the severity/impact/frequency of the deficiency. Re-work shall be the first action the contractor shall employ to resolve deficiencies. When the COR determines a deficiency is not government related and is significant to the performance of the contract, a DD Form 2772, Contract Discrepancy Report (CDR) included as Attachment 11 may be initiated. The TOM will complete blocks 1 through 6 of the form and send it to the Contracting Officer. The Contracting Officer will evaluate the validity of the CDR and if appropriate, sign and send it to the contractor to complete blocks 9 and 10. The contractor shall return the CDR to the Contracting Officer within 5 calendar

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 26 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

days of receipt. Upon receipt of the contractor's response, the Contracting Officer, in consultation with the COR, will evaluate the contractor's response and take the appropriate action. The contracting officer must document the evaluation (in block 11) and action taken (in block 12) on the CDR.

f. When corrective action is reported by the contractor, the COR will follow up with additional surveillance to verify implementation.

**In-Process Reviews (IPRs).** The government may schedule In-Process Reviews (IPRs) regularly, or as needed, during the performance of the effort. The purpose of the IPRs will be to discuss status of efforts, concerns or issues, etc. The contractor shall be required to record minutes of all IPRs and submit them to the TOM NLT five (5) business days after the meeting.

### Service Delivery Summary.

Task	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Method of Evaluation	Frequency
All Tasks: Technical Documents	Submission of deliverables/CDRLS is timely. Documents are readable, clear, and accurate. Documents are in the specified format.	Timeliness, accuracy, and quality.	95% of the time deliverables are submitted on-time and in the format required, and minor corrections to documents are required only 10% of the time.	Government evaluation of deliverables received, in accordance with established completion schedule. TOM annotates their file and notifies the Contracting Officer if there is a persistent problem.	Reviewed at each delivery – documented quarterly
All Tasks: Cost Performance Reporting	All documentation regarding incurred costs is accurate and timely.	All required documentation meets Task Order requirements as to content and submission schedule. Detailed variance reports are provided.	Monthly Progress Report expenditures are accurate. Reported and invoiced costs are timely and accurate.	Government review of Monthly Progress Reports.	Monthly
All Tasks: Contract Management	Contractor implements management approach described in their proposal. Task Order management is proactive and effective.	Contractor management is responsive to Government input and/or concerns, communications are effective and contractor is proactive rather than reactive in addressing performance issues.	Government intervention is rarely, if ever, necessary to resolve performance issues.	Continuous review by Government personnel (through monthly status report).	Monthly
All Tasks: Customer Responsiveness	Customer Support - timely addressing of customer inquiries and discrepancy notifications	Quality	90% of the time customer feedback obtained or received is positive.	Customer Feedback. TOM will solicit and/or receive feedback from receiving offices with regards to the contractor's quality of support (timely, professional, etc.)	Randomly – documented semiannually



CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 27 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

All Tasks: Key Personnel	Stability of Key Personnel supporting the contract while maintaining quality of Key Personnel positions	Quantity and Quality	<ul style="list-style-type: none"> <li>- Turnover rate for Key Personnel is less than 25% annually</li> <li>- Key Personnel positions are unfilled no more than 30 calendar days.</li> <li>- Key Personnel substitutions require no more than two (2) resume reviews by the government for acceptance</li> </ul>	COR review and evaluation of turnover, unfilled positions, and substitution data.	Annually
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CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 28 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	5/1/2012 - 4/30/2013
4100	5/1/2013 - 4/30/2014
4101	1/30/2013 - 9/30/2014
4200	5/1/2014 - 4/30/2015
4201	9/30/2014 - 9/29/2015
4202	9/30/2014 - 9/29/2015
6000	5/1/2012 - 4/30/2013
6100	5/1/2013 - 4/30/2014
6200	5/1/2014 - 4/30/2015
6201	9/30/2014 - 9/29/2015
6202	9/30/2014 - 9/29/2015

## CLIN - DELIVERIES OR PERFORMANCE

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

<b><u>Item</u></b>	<b><u>Period of Performance</u></b>
4000	5/1/2012 - 4/30/2013
400001	5/1/2012 – 4/30/2013 (See Note 1)
400002	5/1/2012 – 4/30/2013 (See Note 1)
400003	5/1/2012 – 4/30/2013 (See Note 1)
400004	5/1/2012 – 4/30/2013 (See Note 1)
400005	5/1/2012 – 4/30/2013 (See Note 1)
4100	5/1/2013 - 4/30/2014
4101	1/31/2014 - 9/30/2014
4200	5/1/2014 – 4/30/2015
4201	9/30/2014 – 9/29/2015
4202	9/30/2014 – 9/29/201
6000	5/1/2012 - 4/30/2013

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 29 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

600001          5/1/2012 – 4/30/2013 (See Note 1)

600002          5/1/2012 – 4/30/2013 (See Note 1)

6100            5/1/2013 - 4/30/2014

6200            5/1/2014 – 4/30/2015

6201            9/30/2014 – 9/29/2015

6202            9/30/2014 – 9/29/2015

*NOTE 1: The period of performance for SLINs 40001, 400002, 400003, 400004, 400005, 600001, and 600002 is hereby extended past 30 September 2012 pursuant to Title 10 U.S.C. Section 2410a authority.*

**CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Stop-Work Order AUG 1989 (Alternate I APR 1984)

52.247-34 FOB ORIGIN, CONTRACTOR'S FACILITY (FEB 2006)

**CLAUSES INCORPORATED IN FULL TEXT**

**CONTRACTOR NOTICE REGARDING LATE DELIVERY**

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 30 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### 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.

-----Not Applicable-----

(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\*



CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 32 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

**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**

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

**POINTS OF CONTACT** - The Government points of contact for this Task Order are as follows:

**BUSINESS FINANCIAL MANAGER (BFM)**

TBD

**OMBUDSMAN (NAVSEA AND OVERARCHING)**

Naval Sea Systems Command

[REDACTED]

**PROCURING CONTRACTING OFFICER (PCO)**

[REDACTED]

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 33 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**PURCHASE OFFICE REPRESENTATIVE (POR)\***

[REDACTED]

**CONTRACTING OFFICER'S REPRESENTATIVE (COR)\*\***

[REDACTED]

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

The Government reserves the right to unilaterally change the points of contact at anytime.

**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.

**252.204-0004 LINE ITEM SPECIFIC: BY FISCAL YEAR (SEP 2009)**

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

**CLAUSES INCORPORATED BY REFERENCE:**

252.204-7006 Billing Instructions      OCT 2005

Accounting Data

SLINID	PR Number	Amount
400001	1300266299	[REDACTED]
LLA :		
AA 1721804 8B2B 251 V7200 0 050120 2D 000000 A00001171024		

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 34 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

A00001171024

600001 1300266299 [REDACTED]  
 LLA :  
 AB 1721804 8B2B 252 V7200 0 050120 2D 000000 A00001171024  
 A00001171024

BASE Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 02

400002 1300299112 [REDACTED]  
 LLA :  
 AC 1721804 8B2B 251 VJT00 0 050120 2D 000000 A00001356167  
 Cost Code A00001356167

400003 1300299112 [REDACTED]  
 LLA :  
 AD 1721804 8C3C 251 VJT00 0 050120 2D 000000 A10001356167  
 Cost Code A10001356167

400004 1300299112 [REDACTED]  
 LLA :  
 AE 1721804 8C6C 251 VJT00 0 050120 2D 000000 A20001356167  
 Cost Code A20001356167

400005 1300299112 [REDACTED]  
 LLA :  
 AF 1721804 8C7C 251 VJT00 0 050120 2D 000000 A30001356167  
 Cost Code A30001356167

600002 1300299112 [REDACTED]  
 LLA :  
 AG 1721804 8C7C 252 VJT00 0 050120 2D 000000 A30001356167  
 Cost Code A30001356167

MOD 02 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 04 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 05

410001 1300346276 [REDACTED]  
 LLA :  
 AH 1731804 8U2N 251 VJT00 0 050120 2D 000000 A00001697166  
 Cost Code A00001697166

610001 1300346276 [REDACTED]  
 LLA :  
 AJ 1731804 8T1M 252 VJT00 0 050120 2D 000000 A10001697166  
 Cost Code A10001697166

MOD 05 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 06

410002 1300354513 [REDACTED]  
 LLA :  
 AK 1731804 8D3D 251 V0000 0 050120 2D 000000 A00001756982



CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 35 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Cost Code A00001756982

610002 1300354513 [REDACTED]  
 LLA :  
 AL 1731804 8D3D 252 V0000 0 050120 2D 000000 A00001756982  
 Cost Code A00001756982

MOD 06 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 07

410002 1300354513 [REDACTED]  
 LLA :  
 AK 1731804 8D3D 251 V0000 0 050120 2D 000000 A00001756982  
 Cost Code A00001756982

610002 1300354513 [REDACTED]  
 LLA :  
 AL 1731804 8D3D 252 V0000 0 050120 2D 000000 A00001756982  
 Cost Code A00001756982

MOD 07 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 08

410003 1300378977 [REDACTED]  
 LLA :  
 AM 1731804 8T1M 251 VJT00 0 050120 2D 000000 A00001914426  
 Cost Code A00001914426

610003 1300378977 [REDACTED]  
 LLA :  
 AM 1731804 8T1M 251 VJT00 0 050120 2D 000000 A00001914426  
 Cost Code A00001914426

MOD 08 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 09

410004 1300383124 [REDACTED]  
 LLA :  
 AN 1731804 8D4D 251 VJT00 0 050120 2D 000000 A00001963350  
 Cost Code A00001963350

610004 1300383124 [REDACTED]  
 LLA :  
 AN 1731804 8D4D 251 VJT00 0 050120 2D 000000 A00001963350  
 Cost Code A00001963350

MOD 09 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 10 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 11

410101 130040206204101 [REDACTED]  
 LLA :  
 AP 1741804 8T1M 251 VJT00 0 050120 2D 000000 A00002113696  
 Cost Code A00002113696

MOD 11 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 36 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 12

410102 130040520900001 [REDACTED]  
LLA :  
AQ 1741804 8U2N 251 VJT00 0 050120 2D 000000 A00002141841  
Cost Code A00002141841

MOD 12 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 13

410101 130040206200020 [REDACTED]  
LLA :  
AP 1741804 8T1M 251 VJT00 0 050120 2D 000000 A00002113696  
Cost Code A00002113696

MOD 13 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 14

420001 130042008000001 [REDACTED]  
LLA :  
AR 1741804 8B2B 251 VJT00 0 050120 2D 000000 A00002254457  
Cost Code A00002254457

620001 130042008000002 [REDACTED]  
LLA :  
AS 1741804 8B2B 252 VJT00 0 050120 2D 000000 A00002254457  
Cost Code

MOD 14 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 15

420101 130042008000005 [REDACTED]  
LLA :  
AT 1741804 8T1M 251 VJT00 0 050120 2D 000000 A10002254457  
Cost Code A10002254457

420201 130042008000003 [REDACTED]  
LLA :  
AR 1741804 8B2B 251 VJT00 0 050120 2D 000000 A00002254457  
Cost Code A00002254457

620101 130042008000006 [REDACTED]  
LLA :  
AU 1741804 8T1M 252 VJT00 0 050120 2D 000000 A10002254457  
Cost Code A10002254457

620201 130042008000004 [REDACTED]  
AS 1741804 8B2B 252 VJT00 0 050120 2D 000000 A00002254457  
Cost Code A00002254457

MOD 15 Funding [REDACTED]  
Cumulative Funding [REDACTED]

## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

Item	Allotted to Cost	Allotted to Fee	Allotted to CPFF	Hrs./Lot	Est. Period of Performance
400001	████████	████████	████████	████████	5/1/2012 – 9/30/2012
400002	████████	████████	████████	████████	5/1/2012 – 4/30/2013
400003	████████	████████	████████	████████	5/1/2012 – 4/30/2013
400004	████████	████████	████████	████████	5/1/2012 – 4/30/2013
400005	████████	████████	████████	████████	5/1/2012 – 4/30/2013
410001	████████	████████	████████	████████	5/1/2013 – 4/30/2014
410002	████████	████████	████████	████████	5/29/2013 – 4/30/2014
410003	████████	████████	████████	████████	9/18/2013 – 4/30/2014
410004	████████	████████	████████	████████	9/18/2013 – 4/30/2014
410101	████████	████████	████████	████████	1/30/2014 – 9/30/2014
410102	████████	████████	████████	████████	2/21/2014 – 9/30/2014
420001	████████	████████	████████	████████	5/1/2014 – 4/30/2015
600001	████████	████████	████████	████████	5/1/2012 – 9/30/2012
600002	████████	████████	████████	████████	5/1/2012 – 4/30/2013
610001	████████	████████	████████	████████	5/1/2013 – 4/30/2014
610002	████████	████████	████████	████████	5/29/2013 – 4/30/2014
610003	████████	████████	████████	████████	9/18/2013 – 4/30/2014
610004	████████	████████	████████	████████	9/18/2013 – 4/30/2014
620001	████████	████████	████████	████████	5/1/2014 – 4/30/2015

(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 4000, 4100, 4101, 4200, 4201, 4202, 6000, 6100, 6200, 6201, and 6202 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.

### NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 38 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

**NAVSEA 5252.237-9106 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.

**NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 39 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time 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 [REDACTED]. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 40 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Fee Reduction = Fee (Required LOE - Expended LOE)

#### Required LOE

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above,

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 41 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

#### **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.

#### **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:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000  
Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 42 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

FAR 52.204-2 -- Security Requirements (AUG 1996)  
FAR 52.204-7 -- Central Contractor Registration (APR 2008)  
FAR 52.232-20 -- Limitation of Cost (APR 1984)  
FAR 52.232-22 -- Limitation of Funds (APR 1984)  
FAR 52.222-54 -- Employment Eligibility Verification  
FAR 52.223-10 -- Waste Reduction Program.

### CLAUSES INCORPORATED BY FULL TEXT

#### **FAR 52.244-2 -- Subcontracts.Subcontracts (Oct 2010)**

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

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

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

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

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

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

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

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

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



CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 43 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the total estimated cost of the contract.

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

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

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

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 44 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

possibilities considered .

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

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

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

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

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

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

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

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)**

(a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 403(16) with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5,

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 45 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 423(e)(3).

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost reimbursement Task Order (or multiple task orders) resulting from this solicitation.

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

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

*Note: The Government has the right within the time constraints stated below to fully exercise each of the below options CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.*

ITEMS	LATEST OPTION EXERCISE DATE
4001	12/31/2012
4100	5/1/2013
4101	1/31/2014
6100	5/1/2013
4200	5/1/2014
4201	12/31/2014

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 46 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6200	5/1/2014
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(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

#### **52.204-9 -- Personal Identity Verification of Contractor Personnel (Sep 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

CONTRACT NO. N00178-07-D-4954	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 15	PAGE 47 of 47	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Performance Report

Attachment 2 - Contract Discrepancy Report

Attachment 3 - SOP #0003 - Transportation

Attachment 4 - SOP #0001 - Loading Dock

Attachment 5 - SOW #0004

Attachment 6 - Contract Security Classification Specification DD254