

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
233. EFFECTIVE DATE  
10-Jan-20194. REQUISITION/PURCHASE REQ. NO.  
13007618405. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00174

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC IHEODTD  
4081 North Jackson Road  
Indian Head MD 20640-5116  
[REDACTED]DCMA Manassas  
14501 George Carter Way, 2nd Floor  
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

BlueWater Federal Solutions, Inc.  
14420 Albemarle Point Place, Suite 200  
Chantilly VA 20151-1690

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-8048-EH01

10B. DATED (SEE ITEM 13)

29-Apr-2016

CAGE CODE  
5T6A9

FACILITY CODE

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

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ]

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)  
Limitation of Funds 52.232-22

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

10-Jan-2019

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

## GENERAL INFORMATION

The purpose of this modification is to provide incremental funding to Option Year II Labor CLIN 7200, Labor SURGE CLIN 7201 and ODC's, CLIN 9200.

1. Funding in the amount of [REDACTED] is hereby incrementally funded to Option Year II Labor, Surge and ODC's.

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

2. See Section G for Accounting and Appropriation Data.
3. See Section H for Allotment of Funds by CLIN.
4. All other terms and conditions remain unchanged.
5. Questions regarding this modification shall be directed to [REDACTED] via email: [REDACTED] or via phone [REDACTED]

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 1 of 54	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
7000	R410	Base Year - SEA 10F Facilities Management (See Notes A & G) (O&MN,N)					
700001	R410	Incrementally Funded SLIN (O&MN,N)					
700002	R410	Incrementally Funded SLIN (O&MN,N)					
700003	R410	Incrementally Funded SLIN (O&MN,N)					
700004	R410	Incrementally Funded - Base Year - PR# 1300564912 - line item 6 - line item 1 (O&MN,N)					
700005	R410	Incrementally Funded - Base Year - PR# 1300564912 - line item 7 (O&MN,N)					
700006	R410	Incrementally Funded - Base Year - PR# 1300564912 - line item 8 (O&MN,N)					
700007	R410	Incrementally Funded - Base Year - PR# 1300564912 - line item 9 (O&MN,N)					
700008	R410	Incrementally Funded - Base Year - PR# 1300564912 - line item 12 (O&MN,N)					
700009	R410	Incrementally Funded - Base Year - PR# 1300564912 - line item 13 (O&MN,N)					
700010	R410	Incrementally Funded - Base Year - PR# 1300564912 - line item 14 (O&MN,N)					
7001	R410	Base Year Surge - SEA 10F Facilities Management (See Notes A & E) (O&MN,N)  Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002		NSP Data CLIN (CDRLS)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R410	Option Year 1 - SEA 10F Facilities Management (See Notes A, B & G) (O&MN,N)					
710001	R410	Option Year I Funding - PR# 1300630858 - item 00001 (O&MN,N)					
710002	R410	Option Year I - Funding - PR# 1300630858 - line item 00002 (O&MN,N)					
710003	R410	Option Year I - Funding - PR# 1300630858 - line item 00004 (O&MN,N)					
710004	R410	Option Year I Funding - PR# 1300630858 - item 00006 (O&MN,N)					
710005	R410	Option Year I Funding - PR# 1300630858 - item 00007 (O&MN,N)					
710006	R410	Option Year I Funding - PR# 1300630858 - item 00008 (O&MN,N)					
710007	R410	Option Year I Funding - PR# 1300630858 - item 00009 (O&MN,N)					
710008	R410	Option Year I Funding - PR# 1300630858 - item 00018 (O&MN,N)					
710009	R410	Option Year I Funding - PR# 1300630858 - item 00018 (O&MN,N)					
710010	R410	Option Year I Funding - PR# 1300630858 - item 00022 (O&MN,N)					
710011	R410	Option Year I Funding - PR# 1300630858 - item 00021 (O&MN,N)					
710012	R410	Option Year I Funding - PR# 1300630858 - item 00023 (O&MN,N)					
7101	R410	Option Year 1 Surge - SEA 10F Facilities Management (See Notes A, B, & E) (O&MN,N)					
710101	R410	Incremental funding Option Year I - PR# 1300630858 (O&MN,N)					

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 3 of 54	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710102	R410	Incremental funding Option year I - PR# 1300674967 (WCF)					
710103	R410	Incremental funding Option Year I - PR# 1300630858 - line item 00010 (O&MN,N)					
710104	R410	Incremental funding Option Year I - PR# 1300630858 - line item 00011 (O&MN,N)					
710105	R410	Incremental funding Option Year I - PR# 1300630858 - line item 00012 (O&MN,N)					
710106	R410	Incremental funding Option Year I - PR# 1300630858 - line item 00013 (O&MN,N)					
710107	R410	Incremental funding Option Year I - PR# 1300630858 - line item 00014 (O&MN,N)					
710108	R410	Incremental funding Option Year I - PR# 1300630858 - line item 00015 (O&MN,N)					
710109	R410	Incremental funding Option Year I - PR# 1300630858 - line item 00016 (O&MN,N)					
710110	R410	Incremental funding Option Year I - PR# 1300630858 - line item 00026 (O&MN,N)					
7200	R410	Option Year 2 - SEA 10F Facilities Management (See Notes A, B, & G) (O&MN,N)					
720001	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00028 (O&MN,N)					
720002	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00040 + 00049 (O&MN,N)					
720003	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00046 (O&MN,N)					
720004	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00047 (O&MN,N)					
720005	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00048 (O&MN,N)					
720006	R410	Incremental funding Option Year II - PR# 1300761840 - line item 00001 (O&MN,N)					

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 4 of 54	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201	R410	Option Year 2 Surge - SEA 10F Facilities Management (See Notes A, B, & E) (O&MN,N)					
720101	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00029 and line item 00043 (O&MN,N)					
720102	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00041 (O&MN,N)					
720103	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00044 (O&MN,N)					
720104	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00045 (O&MN,N)					
720105	R410	Incremental funding Option Year II - PR# 1300761840 - line item 00002 (O&MN,N)					
720106	R410	Incremental funding Option Year II - PR# 1300761840 - line item 00003 (O&MN,N)					
7300	R410	Option Year 3 - SEA 10F Facilities Management (See Notes A, B & G) (O&MN,N) Option					
7301	R410	Option Year 3 Surge - SEA 10F Facilities Management (See Notes A, B, & E) (O&MN,N) Option					
7400	R410	Option Year 4 - SEA 10F Facilities Management (See Notes A, B & G) (O&MN,N) Option					
7401	R410	Option Year 4 Surge - SEA 10F Facilities Management (See Notes A, B, & E) (O&MN,N) Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R410	Base Year ODCs (See Note C) (O&MN,N)	1.0	LO	
900001	R410	Incrementally Funded SLIN (O&MN,N)			

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 5 of 54	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900002	R410	Incrementally Funded ODC- PR# 1300564912 Base Year - line item 15 (O&MN,N)			
900003	R410	Incrementally Funded ODC- PR# 1300564912 Base Year - line item 16 (O&MN,N)			
9100	R410	Option Year 1 ODCs (See Note B & C) (O&MN,N)	1.0	LO	██████████
910001	R410	Option Year I ODC Funding - PR# 1300630858 - line item 00003 (O&MN,N)			
910002	R410	Option Year I ODC Funding - PR # 1300630858 - line item 00019 (O&MN,N)			
910003	R410	Option Year I ODC Funding - PR # 1300630858 - line item 00024 (O&MN,N)			
910004	R410	Option Year I ODC Funding - PR # 1300630858 - line item 00027 (O&MN,N)			
9200	R410	Option Year 2 ODCs (See Note B & C) (O&MN,N)	1.0	LO	██████████
920001	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00030 (O&MN,N)			
920002	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00042 (O&MN,N)			
920003	R410	Incremental funding Option Year II - PR# 1300630858 - line item 00050 (O&MN,N)			
920004	R410	Incremental funding Option Year II - PR# 1300761840 - line item 00004 (O&MN,N)			
9300	R410	Option Year 3 ODCs (See Note B & C) (O&MN,N) Option	1.0	LO	██████████
9400	R410	Option Year 4 ODCs (See Note B & C) (O&MN,N) Option	1.0	LO	██████████

**NOTE A: LEVEL OF EFFORT (LOE)**

For Labor Items, Offerors shall propose the level of effort (man-hours) specified for this CLIN in this Section B to perform requirements of the Statement of Work specified in Section C. The CLIN structure and corresponding level of effort in this Section B reflects the task order structure that will be awarded to each successful offeror. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items.

Total proposed labor hours for each CLIN shall be in accordance with the provided Government requirement which is the Government's best estimate of anticipated level of effort.

**NOTE B: OPTION**

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

**NOTE C: OTHER DIRECT COSTS (ODC)**

The Government estimates ODCs inclusive of travel costs for this Task Order to be no more than ██████████

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 6 of 54	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

in the Base Year, and no more than [REDACTED] in any of the Option Years.

Base Year [REDACTED]

Option Year 1 [REDACTED]

Option Year 2 [REDACTED]

Option Year 3 [REDACTED]

Option Year 4 [REDACTED]

Total ODC [REDACTED]

This estimate must be included in Section B of the offer for each ODC CLIN. Other ODC amounts proposed by an Offeror shall be included in said CLINs and explained in the narrative rationale provided by the Offeror in their cost proposal. These Items are non-fee bearing CLINs and shall be priced as cost-only. The term "fee" in the phrase "Non-fee bearing" refers to "profit" rather than 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 - SOW, the Government reserves the right to exercise a "Surge" Option CLIN for additional work. The Contracting Officer may exercise this Surge Option Item by providing written notice to the Contractor at least 60 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 - Supplies or Services and Prices/ Costs, (2) at the same labor mix as for base labor, (3) at the quantities and labor 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).

**NOTE F: CONTRACT DATA REQUIREMENT LIST (CDRL)**

The Contractor shall provide data for items in accordance with the Contract Data Requirements List (CDRL A001) - Exhibit A. CDRLs are included in the price of Base Labor CLINs. The Offeror shall propose \$0.00 for this Not Separately Priced (NSP) Line Item.

**NOTE G: FIXED FEE (Applicable to all Fixed Fee Line Items)**

Upon award, the successful Offeror's proposed fixed fee percentage will be incorporated into the below table. FAR clause 52.216-8 FIXED FEE (JUN 2011) is referenced in Section I of this Task Order.

The Offeror shall propose an estimated fixed fee in accordance with the stated threshold below:

Threshold: Estimated fixed fee shall not be greater than [REDACTED]

Estimated Cost and Estimated Fixed Fee amounts for Fixed Fee CLINS can be found in the table below. Hourly Rates encompass all allowable costs, including subcontractor costs and the Cost of Money (COM), if applicable. Thus, if COM applies, the Labor Rate (Est. Cost/LH) is calculated by taking the Est. Cost



and subtracting COM (if applicable) from it, and then dividing the resulting Estimated Cost by the number of allowable Labor Hours worked. If COM is proposed, necessary columns may be added.

Fixed Fee Table					
		Hourly Rates		Totals	
CLIN	Quantity of Hours	Labor Rate Est. Cost / LH	Fixed Fee Rate Fixed Fee/ LH	Estimated Cost Labor Rate * LH	Estimated Fixed Fee FF Rate * LH

**Note:** In the event of award, fee billed per hour shall be consistent with what is proposed in the above table.

(i) The CPFF **Estimated Cost** for CLIN 7000 (and if exercised CLINS 7100, 7200, 7300, and 7400) shall be determined by multiplying the Labor Rate by the number of allowable Labor Hours worked (including subcontractor hours). The **Labor Rate** (Est. Cost/ LH) shall include all proposed costs (including the Cost of Money (COM) and subcontractor costs).

(ii) The CPFF **Estimated Fixed Fee** for CLIN 7000 (and if exercised CLINS 7100, 7200, 7300, and 7400) shall be determined by multiplying the Fixed Fee Rate (Fixed Fee/LH) by the allowable Labor Hours worked (LH) (including subcontractor hours). The **Fixed Fee Rate** (Fixed Fee/LH) shall include all proposed fees, including subcontractor fees.

**CLAUSES INCORPORATED IN FULL TEXT:**

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

This entire Task Order is cost type.

(End of clause)

Cost-Plus-Fixed-Fee CLINS (Labor CLINS):

- 7000
- 7100
- 7200
- 7300
- 7400

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 8 of 54	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Cost- Plus-Fixed-Fee CLINS (Surge CLINS):

7001  
7101  
7201  
7301  
7401

Cost Reimbursable Only CLINS (Travel/ ODC CLINS):

9000  
9100  
9200  
9300  
9400

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

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

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

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

(Applicable to CLIN 7000 and if exercised, CLINS 7100, 7200, 7300, and 7400)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 9 of 54	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **1 Scope of work**

#### **1.1 Background**

The Naval Sea Systems Command (NAVSEA) consists of a Headquarters (HQ) organization at the Washington Navy Yard (WNY) 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 at the Washington Navy Yard, Crystal City, VA, and the surrounding National Capital Regional area.

#### **1.2 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. The functional areas requiring support under this contract include: Facility Construction; Repair and Maintenance; Project Management Support; Facility Administration Support (Procedures/Policies), Transportation Support; Shipping and Receiving and Warehouse Support; Facilities and Parking Help Desk Support; Heating, Ventilation, and Air Conditioning (HVAC) System Support; Maintenance and Evaluation Support; Furniture product installation; AutoCAD drawings and project reviews; Facilities Action Tracking System (FATS) tickets; Furniture Configuration Project and Move Support; Labor Support Moving Services; Support Moves, Adds, and Changes (MACs) and FATS. The support in these program areas will enable NAVSEA to accomplish its command mission responsibilities.

#### **1.3 Scope**

The contractor shall provide comprehensive support services to SEA 10F and others as required to meet the NAVSEA mission. This support shall assist in the execution of the operational framework and subordinate processes to enable NAVSEA, its Corporate Operations, and Facilities Management Division to better manage its day-to-day business. The contractor shall provide all of the necessary labor, material and management support to accomplish the tasks listed in Section C of this Task Order.

### **2 General Requirements**

- All contractor support shall be consistent with the needs of the mission as identified by the government technical team.
- Contractor support shall reflect high quality and adherence to due dates, schedules, and deadlines.
- The contractor shall have all tools necessary to perform the duties/tasks assigned or must be capable of providing the required services at no additional cost to the government.
- The contractor shall provide sufficient tools to ensure that multiple jobs in different job site locations can be performed and that each employee can accomplish their daily mission.
- The contractor shall provide tools and gear that meet all safety regulations and

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 10 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

requirements for daily operations.

- The contractor shall dress appropriately for the work conducted that day. For those employees working in the business environment, appropriate dress is defined as business casual, which may include khaki pants, slacks, and skirts, as well as short-sleeved polo shirts and long-sleeved shirts, but excludes tennis shoes, tight or short skirts, tank tops, T-shirts, and sweatshirts. The contractor shall provide uniform shirts to all support contractors for daily wear if business casual is not acceptable for the day's work.
- The contractor shall use the key cutting machine to cut keys for systems furniture or private offices and other door hardware.
- The contractor shall hang signs in and around WNY and the NAVSEA campus areas per the government's request. These signs include and are not limited to way finding or directional signs (e.g., cube numbers and emergency exit signs) and maintenance signs (e.g., Out of Order and Under Repair signs).
- The contractor shall ensure that all contractor and management staff can be reached on a 24-hour basis. The contractor shall respond to all calls, emails, facsimiles, and other applicable methods of communication, within a maximum of 2 hours.
- The contractor shall provide monthly timesheet reporting to the Government Program Office in accordance with CDRL A001 (Exhibit A).
- The contractor shall notify the Government Program Office if a contractor employee will be out of the office a minimum of 2 hours prior to the contractor's scheduled start time.
- The contractor shall provide coverage for any employee who does not show up for his post (e.g., calls in sick) and shall ensure that the substitution is capable of performing the duties of the absent employee.
- The contractor supervisor(s)/program manager(s) shall ensure all personnel maintains satisfactory conduct in accordance with governing standards of conduct.
- All overtime must be approved by the government Procuring Contracting Officer (PCO). The government technical representative will provide a minimum of a 2-hour notice for next day overtime requirements.
- The contractor shall ensure that all overtime is notated/billed as a separately identifiable line item on monthly invoices and status reports (CDRL A001- Exhibit A).
- Any penalties/fees/work stoppages incurred as a result of the contractor's failure to comply with government standards shall not be chargeable to the government.
- The contractor shall have proper insurance, state registration, and state inspection stickers on all vehicles needed to perform tasks and duties required in this work statement and must have proper insurance to drive any government vehicle. The government may ask for any of these documents at any time.
- The contractor shall have full responsibility for the consequences or impacts of any operations that are ceased or delayed due to a contractor's unsatisfactory vehicle.
- Government representatives may inspect, examine or scrutinize the quality of the contractor's equipment and will reject any equipment that may cause damage to building floor surfaces, walls, or furnishings. The government will not be liable for any damages incurred due to unacceptable contractor equipment. The government will not be responsible or liable for any costs or work stoppage associated with rejecting contractor's equipment.

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 11 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

### **3 Task Areas**

#### **3.1 Technical and Project Management Support Services**

The contractor shall provide technical and project support for the task areas described in the following subparagraphs. Support services of the following activities are required: facility construction, repair and maintenance, project management; transportation; shipping and receiving and warehouse management; facilities and parking help desk support; HVAC system maintenance and evaluation; space management; data cabling; furniture configuration projects, and AutoCAD drawings.

##### **3.1.1 Facility Construction; Repair and Maintenance; and Project Support**

The contractor shall:

- Develop floor plans and review drawings before submission, construction request packages, and coordinate office construction repair and maintenance projects.
- Assist the government in drafting and reviewing scope of work for public works projects.
- Develop project schedules/plans/Plan of Actions & Milestones (POA&Ms) for repair and maintenance and construction projects.
- Monitor projects to completion; includes working closely with Naval Support Activity Washington (NSAW), Naval Facilities Engineering Command (NAVFAC), Washington Headquarters Services (WHS), and NAVSEA customers for project coordination and execution.
- Investigate areas for potential construction or that may be in need of repair/maintenance. Provide recommendations.
- Communicate requirements, in writing or verbal, to all parties involved in project and repair. If requirements are communicated verbally, the contractor shall follow up with a written summary of the discussion to be disseminated to all involved parties and shall update all associated work plans accordingly as soon as practicable.
- Obtain NSAW and NAVSEA Safety approval as required.
- Provide escorts or escort vendors when necessary.
- Create project or repair maintenance punch lists; notify all parties involved in project and repair. Ensure all punch list items are complete upon project completion. Support facilities design, building maintenance, coordination, relocation, and renovations.
- Perform routine, urgent, and emergency maintenance and repairs in various NAVSEA spaces.
- Assist the government in developing standard operating procedures for door hardware.
- Assist the government in maintaining a database for locks and keys.
- Investigate door hardware issues and recommend solution to the government.
- Perform Information Technology (IT) infrastructure (cabling installation and maintenance).

##### **3.1.2 Transportation Support**

The contractor shall:

- Process all customer bus and vehicle transportation requests; include government program office on all communication requests.

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 12 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Coordinate transportation schedule with NSAW government representative; include government program office on all communication requests.
- Coordinate all scheduled maintenance on all government vehicles; provide email status notification to government program office every three days until maintenance is complete and vehicle is returned.
- Coordinate all NSAW and leased government equipment repair to include equipment stored on loading dock; provide email status notification to government program office every three days until maintenance is complete and vehicle is returned.
- Coordinate scheduling of passenger vans and buses with NAVFAC.
- Review Metro Subsidy User reports and assist the Government to validate usage.

### **3.1.3 Shipping and Receiving**

The contractor shall:

- Assist government representative in coordinating work schedule for labor support.
- Ensure packages are delivered throughout the NAVSEA campus.
- Inform SEA 10F management or lead of any delivery issues such as misdirected shipment, undeliverable packages, or missing packages.
- Assist SEA 10F government project managers or leads in resolving delivery issues such as misdirected shipment, undeliverable packages, or missing packages.
- Obtain date, time, and signature on all packages requiring proof of receipt.
- Assist the government in maintaining accurate file records.
- Coordinate and track all package receipt dates and times, and vendor information.
- Assist the government in maintaining transport documents for proper disposal.

### **3.1.4 Facilities and Parking Desk Support**

The contractor shall:

- Manage both Parking and Help Desk duties as assigned by the government.
- Provide full-time, on-site support to monitor the Facilities Help Desk, 1-Help line, and mailbox as well as the Parking Desk, phone line and mailbox; this includes walk-in customers.
- Ensure that back-up support is available at all times for both the Facilities and Parking Help Desk.
- Update Facilities and Parking Help Desk database and provide administrative and customer service support.
- Provide oversight on assigned FATS request tickets.
- Monitor, investigate, and update FATS tickets within three (3) business days.
- Notify customers upon completion of assigned tickets through FATS emails.
- Coordinate NSAW/NAVFAC support personnel involvement on FATS tickets for maintenance and repairs, lighting, electrical systems, plumbing, HVAC, building finish issues, safety issues, and all issues reported to facilities.
- Conduct market surveys, provide statistics for maintenance vendors, and assist the government with cost estimates.
- Assist in managing/updating/providing schedule for both the Facilities and Parking Help Desk, as requested.

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 13 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

### **3.1.5 HVAC System Maintenance and Evaluation Support**

The contractor shall:

- Provide logistical support on the HVAC mechanical and control systems.
- Conduct market surveys; provide statistics for maintenance vendors, and assist the government in generating cost estimates and Statements of Work (SOWs) for the HVAC system.
- Support the Information Technology network spaces focusing on environmental conditions and provide preventive maintenance services.
- Investigate temperature control issues in NAVSEA campus spaces and submit resolution to government representative.
- Provide a fully trained and qualified technician to perform maintenance, upgrades, or repairs to current HVAC systems.

### **3.1.6 Space Management Support**

The contractor shall:

- Maintain the database to reflect the current staffing plan and individual seat assignments; the contractor shall update the database as changes occur to ensure currency.
- Maintain the database to show “as built” office structures/cubicle sizing and signage including associated AutoCAD floor plans; contractor is required to work closely with government project managers to ensure this occurs.
- Develop workplace layout options utilizing AutoCAD; all options shall be dated and numbered.
- Maintain building floor plan layout drawings, the data within drawings such as I/O’s and room numbers.
- Develop associated reports utilizing compatible software approved for use by the government technical team.
- Analyze space utilization and review existing space availability.
- Identify and track space and seating changes; notify the government of any non-standard issue.
- Identify and report on spaces with multiple seats.
- Coordinate logistics for infrastructure build out, communications, Navy/Marine Corps Intranet (NMCI), and furniture moves (see Workspace Management (WSM) Site Implementation Cookbook, Attachment 2); includes obtaining final infrastructure information and updating database.
- Coordinate with NAVSEA administrative officer regarding seating and space allocation information.
- Coordinate between Facilities and Helpdesk to accommodate and minimize disruption of temporarily displaced personnel.
- Maintain communication and hardware connection reports and generate work orders for circuit building and updating, especially critical during the NMCI rollout. This includes obtaining final connection/circuit information and updating database.
- Assist with NCMI as it relates to personnel space assignments maintained in the Portal (WNY-FM).
- Assist with NAVSEA field activity reviews and updates according to NAVSEA’s Field

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 14 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Activity Seating Form. (Approval Form For Field Civilians Assigned to NAVSEA HQ/PEOs).

### **3.1.7 Furniture Configuration Project and Moves Support**

The contractor shall:

- Coordinate office and furniture configuration projects.
- Coordinate warehouse pick-ups, deliveries, arrangements, and restocking.
- Assist with developing furniture configuration product lists.
- Install, maintain, troubleshoot, and repair cable plant that includes fiber and copper wiring.

### **3.1.8 AutoCAD Drawings and Project Reviews**

The contractor shall:

- Provide analytical and administrative support for reviewing AutoCAD drawings for product requirement installation and office renovations.
- Work closely with project managers to ensure AutoCAD drawings are updated.
- Develop workplace layout options utilizing AutoCAD; all options shall be dated and numbered and changes must be clearly identified (clouds) on each option.
- Submit cost estimates for systems furniture and modifications to government representative for projects.
- Develop systems furniture punch lists for all projects; track status of punch list resolution.
- Identify project issues and notify government representative of issues as early as possible; ensure that issues are resolved to the satisfaction of the government project lead in advance of project start whenever possible.
- Track workload trends, follow up on assigned work requests, and assist government in developing efficiencies and process improvement plans.

## **3.2 Labor/Furniture Support Services**

The contractor shall provide support for this task including furniture installation and maintenance, moves support, door hardware maintenance and repair, and shipping, receiving and warehouse support.

### **3.2.1 Furniture Product Installation and Maintenance**

The contractor shall:

- Review all furniture (systems, modular, and case goods) reconfiguration project requirements and provide associated project support to include identifying all product modifications and cost estimates, if necessary.
- Adhere to furniture project timelines/schedules/POA&Ms provided by government.
- Assist the government in identifying appropriate products for projects.
- Provide keys and open locked furniture as requested.



CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 15 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Assemble, disassemble, and repair or replace systems, modular, and case goods furniture.
- Repair, adjust, clean, and replace furniture with safety issues.
- Refinish damaged and worn furniture.
- Repair, replace, and provide additional cores, locks, and keys.
- Repair, adjust, and replace work surfaces, panels and tiles, carpet, frames, overhead cabinets, and pedestal/lateral file cabinets.
- Install and uninstall white boards, corkboards, pictures, and plaques.
- Track and resolve furniture project punch list items and changes.
- Process and deliver monthly orders of cartons after notifying the government representative.

### **3.2.2 Move Support**

The contractor shall provide labor support for internal moves and MACs. The contractor shall provide labor for moving including padding, packing, strapping and crating as may be required to ensure safe and damage-free transportation. The contractor labor support must wear safety shoes/boots at all times.

The contractor shall adhere to the following care requirements as they apply to moving services:

- The contractor is responsible for repairing or replacing any equipment/furniture and building damages caused during a move. The contractor is responsible for maintaining sufficient replacement value insurance. The contractor shall process all damage claims within 10 days of the incident.
- The government will request non-routine move orders with the contractor at a minimum of 12 hours in advance of the requirement. The contractor shall assign each move order and order/control number.
- Filing cabinets and equipment shall be transported upright with sealed drawers. (Steel strapping is prohibited).
- All property shall be covered with protective covering during loading and unloading operations and transported in locked vehicles.
- All material-handling equipment shall have rubber wheels and shall be maintained free from grease and dirt for interior services.
- The contractor must have a fully operational vehicle that has passed all federal, state, and local ordinances/inspections.

### **3.2.3 Shipping, Receiving, and Warehouse**

The contractor shall:

- Pick-up and deliver packages, copy paper, office equipment, and office furniture per government request.
- Provide delivery and disposal of furniture, including case goods, modular, and systems furniture.
- Remove and dispose of surplus equipment, furniture, and bulk trash and materials per government request through the government disposal process.
- Gather items for all workspace or cubicle build outs for NAVSEA.
- Move furniture from NAVSEA campus/WNY for disposal, restock, and storage purposes.

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 16 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Place re-stock items back in inventory by placing items back on shelves and bins.
- Maintain warehouse cleanliness and organization using industry best practices as well as General Services Administration (GSA) and Washington Headquarters Services (WHS) best practices.

### **3.3 Labor/Administrative Support**

The contractor shall provide administrative support for MACs, facilities help desk, parking help desk, FATS tickets, shipping and receiving, and Government vehicle program.

#### **3.3.1 Facilities Action Tracking System Tickets**

The contractor shall:

- Respond to all routine, urgent, and emergent FATS tickets/requests; safety adjustments or repairs, installation, and removal of white boards, cork boards, and other wall hangings; and repair or replace locks, cores, and keys to all systems furniture.
- Ensure tickets are completed in accordance with governing standards.
- Ensure appropriate parties are notified of ticket schedules and status.
- Provide oversight on assigned FATS request tickets.
- Monitor, investigate, and update FATS tickets within three (3) business days.
- Provide customers with status update emails through the FATS database.
- Send FATS status emails to requesters and parties involved in completing the assigned ticket.
- Close FATS tickets after verifying work was completed; includes notification to the customer describing the resolution.
- Support FATS tickets for deliveries and MAC relocation efforts.

#### **3.3.2 Support Moves, Adds, and Changes**

The contractor shall:

- Coordinate office and furniture configuration projects.
- Coordinate warehouse requirements and deliveries.
- Load and unload furniture and boxed items.
- Assemble, disassemble, and deliver furniture and equipment.
- Move office machines/equipment and safes.

#### **3.3.3 Facilities and Parking Desk**

- Provide customers with status update emails through the FATS database.
- Send status emails to requesters and all parties involved in completing the assigned ticket.
- Close FATS tickets after validating work was completed; includes notification to the customer stating how the issue was resolved.

#### **3.3.4 General Administrative Support**

- Administrative and office support activities for the department.
- Answer helpdesk and parking desk calls, and emails.

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 17 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Receive and direct visitors.
- Escort when necessary.
- Maintain electronic and hard copy filing system.
- Retrieve data and create reports.
- Schedule and coordinate meetings.
- Record minutes to meetings.
- Ensure office equipment is properly maintained and serviced.

### **3.3.5 Workspace Management (WSM)**

The contractor shall support WSM. The contractor shall develop WSM requirements and facilitate WSM sessions/meetings. The contractor shall assist the government in managing and maintaining the WSM Site Implementation Cookbook (Attachment 2). The contractor shall analyze, review, revamp, and update the WSM Cookbook as needed to ensure that it remains current, relevant, and executable. The contractor shall recommend and coordinate implementation of WSM Cookbook for NAVSEA and DON. All changes or updates to the WSM cookbook shall be reviewed and approved by the government prior to incorporation or implementation of any such changes. Furthermore, any changes or updates the contractor makes shall not contain any proprietary statements or markings and shall not impose any limitation upon the government or its employees with respect to use of the WSM Cookbook.

#### **4 Government furnished space**

The government will ensure that a workspace is provided, sufficiently, for all contracting personnel to accomplish their assigned duties. This may include and is not limited to any combination of chairs, desks, phones, cubicles, and computer assets. The contractor shall be responsible for maintaining a clear and clean space. Government representatives will have full access to this space at all times.

#### **5 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 the PCO.
- National Agency Check (NAC) - A background investigation that is conducted on federal employees.

#### **6 Deliverables and Performance**

Contractor shall provide the following:

1. Provide weekly performance and quality assurance reports.
2. Provide weekly staffing and actual hours worked reports.
3. Provide monthly report of work accomplished, including active and completed projects and associated costs. (CDRL A001 - Exhibit A)
4. Provide weekly work schedules for skilled support Contractors.

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 18 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

5. All data/deliverables produced under this contract shall become the exclusive property of the Government.
6. Provide dynamic reports of Other Direct Costs (ODC) purchases and balance.
7. Provide a staffing plan and update as needed.
8. Provide monthly progress and status report, which shall include hours reports, cost reports, and the updated staffing plan. (CDRL A001 - Exhibit A)

The Government will monitor and evaluate performance under this PWS in accordance with the Quality Assurance Surveillance Plan (QASP) referenced in Section E and provided as **Attachment 14**. Additional reporting forms are provided in Attachment 3 Performance Report and Attachment 4 Contract Discrepancy Report.

## **7 Security**

All contractor personnel assigned to perform under this Task Order shall be U.S. born citizens. Personnel performing under the following task areas require access to Controlled Unclassified Information (CUI) or classified information, and shall therefore have a Tier 3 investigation in-process or completed prior to beginning work on this contract: task areas 3.1.1, 3.1.2, 3.1.4 through 3.1.8, and 3.3 including all subtasks. Personnel performing work under paragraph 3.3.5, specifically TI-01 of this Task Order, and having access to the hosting servers Operating System, shall have a Secret clearance with a Single Scope Background Investigation (SSBI).

Personnel performing under the following task areas do not require access to Controlled Unclassified Information (CUI) or classified information, and shall therefore have a Tier 1 investigation completed prior to beginning work on this contract: 3.1.3, 3.2 including all subparagraphs.

Personnel performing under multiple task areas will be required to have an investigation to support the highest level task area requirement.

## **8 Place of Performance**

[REDACTED]

## **9 Work Schedules, Overtime, Holidays, Absences, and Closures**

### **9.1 Contractor Workweek**

The contractor shall provide services not to exceed a 40 hour work week consisting of an average of an 8 hour workday plus a 60 minute, unpaid break. Contractors have designated operating hours established by the local agency and this may be by location and department. However hours and overtime may be modified during agencies surge activity, and extended operations. Duty on weekends and outside normal agency hours may be required based on mission requirements.

### **9.2 Federal Holidays/Training Holidays**

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 19 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Government facilities/leadership/sponsors will be unavailable on federal holidays and training holidays. The contractor shall not bill direct hours to the contract on these days, however each employees' work and leave schedule shall be determined solely by their employer.

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, instructions will be provided. Closures of installation due to inclement weather or other such acts of God shall be handled in the same manner.

### **9.3 Absences**

When anticipated that 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.

The absent contractor's supervisor shall coordinate all absences with the COR to ensure proper coverage of all contract requirements.

### **9.4 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 an 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.

## **10 Work Call**

The contractor shall work with the government project managers to establish mutually acceptable employee work schedules.

- HVAC employees - shall provide 8-hour shifts (Monday-Friday), with an additional half hour for a break (e.g. eight and a half hours total), which shall occur between the hours of 0600 hours and 1630 hours.
- Laborers (i.e. box movers and handymen) - shall provide 8-hour shifts (Monday-Friday), with an additional half hour for a break (e.g. eight and a half hours total), which shall occur between the hours of 0730 hours and 1600 hours.
- All other support staff (i.e. seated contractors with computers) shall provide 8-hour shifts (Monday-Friday), with an additional half hour for a break (e.g. eight and a half hours total), which shall occur between the hours of 0600 hours and 1600 hours.

In the event that an emergency or emergent requirement (e.g. flooding, fire, alarms, HVAC outages, etc.) occurs, and the government technical point of contact is unavailable for immediate response, the contractor may be contacted during off shift hours via the COR or the PCO to provide a response. Overtime may be required in these situations and will be authorized by the PCO as provided herein.

## **11 Contractor Furnished Supplies/Services**

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 20 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 prohibited from working at NAVSEA. This expense shall be borne by the contractor.

## **12 Equipment**

The contractor shall:

- Provide all necessary Personal Protective Equipment (PPE) including but not limited to the following: 1) steel toe boots; 2) hardhats; and (3) back braces and gloves for lifting.
- Provide all necessary equipment such as boxes, hand trucks, dolly's, computer carts, bins, packing materials, and tools in order to conduct daily operations at multiple sites.
- Provide a key cutting machine.
- Have a fully operational vehicle that has passed all federal, state, and local ordinances.
- Have insurance, state registration, and state inspection sticker to be able to perform all tasks 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.
- Provide drivers, furniture installers, wire management staff, seated contractor employees, leads and supervisors with a cell phone for continuous communications.
- Provide a fully functional Low Speed Vehicle (LSV), such as a golf cart, that meets the requirements set in OPNAVINST 5100.12J.

## **13 Government Technical Points of Contact**

- [REDACTED]
- [REDACTED]
- [REDACTED]

## **MISCONDUCT/DISRUPTION OF SERVICES**

At any time during the performance of this contract, the 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 may result 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 will result in not being authorized to perform under the contract. A replacement contract employee with the same qualifications must be provided according to the

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 21 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

(b) The contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, 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 formation covered by paragraph (a), substituting "subcontractor" for "contractor" where appropriate.

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

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 22 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might



CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 23 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

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

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

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

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 24 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

#### **ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 25 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

services provided under this contract for the Supply Chain Management and Logistics Support via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded

PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 26 of 54	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.

### **HQ D-1-0001 DATA PACKAGING LANGUAGE (NAVSEA)**

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with Best Commercial Practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M, dated 28 February 2006.

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

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

1. Name and business address of the Contractor
2. Contract number
3. Contract dollar amount
4. Whether the contract was competitively or non-competitively awarded
5. Sponsor (see below)

[REDACTED]  
Attn: TBD

[REDACTED]  
Telephone:

[REDACTED]  
E-mail:

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

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 27 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

### **CLAUSES INCORPORATED BY REFERENCE**

FAR 52.246-3 INSPECTION OF SUPPLIES COST-REIMBURSEMENT (MAY 2001)

FAR 52.246-5 INSPECTION OF SERVICES COST-REIMBURSEMENT (APR 1984)

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

#### **HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES (NAVSEA)**

Applicable to CLINS (7000/7001/9000); and if exercised CLINS (7100/7101/9100, and 7200/7201/9200); and if awarded and exercised CLINS (7300/7301/9300, and 7400/7401/9400).

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. \*Note that the COR is identified in Section G of this Task Order.

#### **HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (NAVSEA)**

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

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

The government will conduct Quality Assurance (QA) in accordance with the Quality Assurance Surveillance Plan (Attachment 15) for the Naval Sea Systems Command (NAVSEA) Facilities Support Services.

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 28 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION F DELIVERABLES OR PERFORMANCE**

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

7000	4/29/2016 - 4/28/2017
7100	4/29/2017 - 4/28/2018
7101	7/7/2017 - 7/6/2018
7200	4/29/2018 - 4/28/2019
7201	4/29/2018 - 4/28/2019
9000	4/29/2016 - 4/28/2017
9100	4/29/2017 - 4/28/2018
9200	4/29/2018 - 4/28/2019

*For proposal purposes, the estimated date of Task Order award is 30 Jan 2016. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order Award.*

### **CLAUSES INCORPORATED BY REFERENCE**

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

FAR 52.247 -- 34 F.o.b. Destination (NOV 1991)

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

## **HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES (NAVSEA)**

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

### **CLIN - DELIVERIES OR PERFORMANCE**

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

7000	4/29/2016 - 4/28/2017
7100	4/29/2017 - 4/28/2018
7101	7/7/2017 - 7/6/2018
7200	4/29/2018 - 4/28/2019
7201	4/29/2018 - 4/28/2019
9000	4/29/2016 - 4/28/2017
9100	4/29/2017 - 4/28/2018
9200	4/29/2018 - 4/28/2019

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 29 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

7001	4/29/2016 - 4/28/2017
7300	4/29/2019 - 4/28/2020
7301	4/29/2019 - 4/28/2020
7400	4/29/2020 - 4/28/2021
7401	4/29/2020 - 4/28/2021
9300	4/29/2019 - 4/28/2020
9400	4/29/2020 - 4/28/2021

#### **Ddl-F40 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.

#### **HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS (NAVSEA)**

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

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 30 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION G CONTRACT ADMINISTRATION DATA**

### **TYPE OF ORDER**

This task order is a Cost-Plus-Fixed-Fee (CPFF) contract type for labor line items, cost-only (CR) for Travel/ODCs, and Cost-Plus-Fixed-Fee (CPFF) for surge line items. The contractor shall devote the specified level of effort for the time period(s) stated in Sections F and H, as applicable.

### **CLAUSES INCORPORATED BY REFERENCE**

FAR 52.232-33 -- Payment By Electronic Funds Transfer-System For Award Management (JUL 2013)

DFARS 252.204 -- 7006 Billing Instructions (OCT 2005)

DFARS 252.232 -- 7003 Electronic Submission Of Payment Requests And Receiving Reports (JUN 2012)

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

#### **HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)**

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below.

(b) The following payment instructions apply to this contract:

#### **DFARS 252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE (SEP 2009)**

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN, before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

#### **DFARS 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.



CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 31 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

(1) Document type. The Contractor shall use the following document type(s).  
Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ338
Issue By DoDAAC	N00024

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 32 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Admin DoDAAC	S2404A
Inspect By DoDAAC	N/A
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA47F
Other DoDAAC(s)	N/A

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

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

██████████ at ██████████, or ██████████

(g) *WAWF point of contact.*

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

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

**HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE (NAVSEA)**

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

**HQ G-2-0002 CONTRACT ADMINISTRATION DATA (NAVSEA)**

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.

**POINTS OF CONTACT -**

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

**BUSINESS FINANCIAL MANAGER (BFM)**

[REDACTED]

**OMBUDSMAN (NAVSEA AND OVERARCHING)**

[REDACTED]

**PROCURING CONTRACTING OFFICER (PCO)**

[REDACTED]

**PURCHASE OFFICE REPRESENTATIVE (POR)**

[REDACTED]

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

[REDACTED]

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

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 34 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Accounting Data

SLINID	PR Number	Amount
700001	130056491200001	[REDACTED]
LLA :		
AA 1761804 8U6N 251 VJT00 0 050120 2D 000000 A00003391273		
700002	130056491200002	[REDACTED]
LLA :		
AB 1761804 8B2B 251 VJT00 0 050120 2D 000000 A10003391273		
900001	130056491200003	[REDACTED]
LLA :		
AB 1761804 8B2B 251 VJT00 0 050120 2D 000000 A10003391273		
BASE Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 01		
700001	130056491200005	[REDACTED]
LLA :		
AA 1761804 8U6N 251 VJT00 0 050120 2D 000000 A00003391273		
700003	130056491200004	[REDACTED]
LLA :		
AC 1761804 8T1M 251 VJT00 0 050120 2D 000000 A20003391273		
MOD 01 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 02 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 03		
700004	130056491200006	[REDACTED]
LLA :		
AD 1761804 8U3N 251 VJT00 0 050120 2D 000000 A30003391273		
Incremental funding for Base Year, CLIN 7000.		
PR# 1300564912 - Line Item 00006		
700005	130056491200007	[REDACTED]
LLA :		
AC 1761804 8T1M 251 VJT00 0 050120 2D 000000 A20003391273		
Incremental funding for Base Year, CLIN 7000		
PR# 1300564912 line item 7		
MOD 03 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 04		
700006	130056491200008	[REDACTED]
LLA :		
AC 1761804 8T1M 251 VJT00 0 050120 2D 000000 A20003391273		
Incremental funding for Base Year, CLIN 7000		
PR# 1300564912 line item 8		
700007	130056491200009	[REDACTED]
LLA :		
AE 1761804 8U2N 251 VJT00 0 050120 2D 000000 A40003391273		
Incremental funding for Base Year, CLIN 7000		
PR# 1300564912 line item 9		

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 35 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

700008 130056491200012 [REDACTED]  
 LLA :  
 AF 1761804 8B5B 251 VJT00 0 050120 2D 000000 A70003391273  
 Incremental funding for Base Year, CLIN 7000  
 PR# 1300564912 line item 12

700009 130056491200013 [REDACTED]  
 LLA :  
 AG 1761804 8B2B 251 VJT00 0 050120 2D 000000 A80003391273  
 Incremental funding for Base Year, CLIN 7000  
 PR# 1300564912 line item 13

700010 130056491200014 [REDACTED]  
 LLA :  
 AH 1761804 8D4D 251 VJT00 0 050120 2D 000000 A90003391273  
 Incremental funding for Base Year, CLIN 7000  
 PR# 1300564912 line item 14

900002 130056491200015 [REDACTED]  
 LLA :  
 AA 1761804 8U6N 251 VJT00 0 050120 2D 000000 A00003391273  
 Incremental funding for Base Year, CLIN 9000 - ODC's  
 PR# 1300564912 line item 15

900003 130056491200016 [REDACTED]  
 LLA :  
 AJ 1761804 8T1M 251 VJT00 0 050120 2D 000000 B00003391273  
 Incremental funding for Base Year, CLIN 9000 - ODC's  
 PR# 1300564912 line item 16

MOD 04 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 05

710001 130063085800001 [REDACTED]  
 LLA :  
 AK 1771804 8U5N 251 VJT00 0 050120 2D 000000 A00003896366  
 Incremental funding for OY I  
 PR# 1300630858

MOD 05 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 06

710002 130063085800002 [REDACTED]  
 LLA :  
 AL 1771804 8H2G 251 VJT00 0 050120 2D 000000 A10003896366  
 Option Year I Labor Incremental Funding  
 PR# 1300630858 - line item 00002

910001 130063085800003 [REDACTED]  
 LLA :  
 AL 1771804 8H2G 251 VJT00 0 050120 2D 000000 A10003896366  
 Option Year I ODC Incremental funding  
 PR# 1300630858 - line item 00003

MOD 06 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 07

710003 130063085800004 [REDACTED]  
 LLA :

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 36 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

AM 1771804 8M1K 251 VJT00 0 050120 2D 000000 A20003896366  
Incremental funding for Option Year I  
PR# 1300630858  
Additional labor support

710101 130063085800005  
LLA :

AN 1771804 8T1M 251 VJT00 0 050120 2D 000000 A30003896366  
Incremental funding for Option Year I SURGE Labor  
PR# 1300630858

MOD 07 Funding ██████████  
Cumulative Funding ██████████

MOD 08

710004 130063085800006  
LLA :

AP 1771804 8T5M 251 VJT00 0 050120 2D 000000 A40003896366  
Incremental funding for Option Year I  
PR# 1300630858 (line item 00006)  
Additional labor support

710005 130063085800007  
LLA :

AQ 1771804 8U2N 251 VJT00 0 050120 2D 000000 A50003896366  
Incremental funding for Option Year I  
PR# 1300630858 (line item 00007)  
Additional labor support

710006 130063085800008  
LLA :

AM 1771804 8M1K 251 VJT00 0 050120 2D 000000 A20003896366  
Incremental funding for Option Year I  
PR# 1300630858 (line item 00008)  
Additional labor support

MOD 08 Funding ██████████  
Cumulative Funding ██████████

MOD 09

710007 130063085800009  
LLA :

AS 1771804 8B4B 251 V5Z00 0 050120 2D 000000 A60003896366  
Incremental funding for Option Year I  
PR# 1300630858 (line item 00009)  
Additional labor support

710102 130067496700001  
LLA :

AR 97X4930 NH1F 251 77777 0 050120 2F 000000 A00004213188  
Incremental funding for Labor CLIN 7101  
PR# 1300674967

710103 130063085800010  
LLA :

AT 1771804 8T1M 251 VJT00 0 050120 2D 000000 A70003896366  
Incremental funding for Option Year I  
PR# 1300630858 (line item 00010)  
Additional labor support

710104 130063085800011  
LLA :

AQ 1771804 8U2N 251 VJT00 0 050120 2D 000000 A50003896366  
Incremental funding for Option Year I  
PR# 1300630858 (line item 00011)  
Additional labor support

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 37 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

710105 130063085800012  
 LLA :  
 AU 1771804 8U2N 251 VJT00 0 050120 2D 000000 A80003896366  
 Incremental funding for Option Year I  
 PR# 1300630858 (line item 00012)  
 Additional labor support

710106 130063085800013  
 LLA :  
 AV 1771804 8U5N 251 VJT00 0 050120 2D 000000 B00003896366  
 Incremental funding for Option Year I  
 PR# 1300630858 (line item 00013)  
 Additional labor support

710107 130063085800014  
 LLA :  
 AW 1771804 8U3N 251 VJT00 0 050120 2D 000000 A00003896366  
 Incremental funding for Option Year I  
 PR# 1300630858 (line item 00014)  
 Additional labor support

710108 130063085800015  
 LLA :  
 AX 1771804 8M4K 251 VJT00 0 050120 2D 000000 A90003896366  
 Incremental funding for Option Year I  
 PR# 1300630858 (line item 00015)  
 Additional labor support

710109 130063085800016  
 LLA :  
 AM 1771804 8M1K 251 VJT00 0 050120 2D 000000 A20003896366  
 Incremental funding for Option Year I  
 PR# 1300630858 (line item 00016)  
 Additional labor support

MOD 09 Funding  
 Cumulative Funding

MOD 10

710008 130063085800017  
 LLA :  
 AY 1771804 8D3D 251 VJT00 0 050120 2D 000000 B10003896366  
 Incremental funding for Option Year I  
 PR# 1300630858 (line item 00017)  
 Additional labor support

710009 130063085800018  
 LLA :  
 AL 1771804 8H2G 251 VJT00 0 050120 2D 000000 A10003896366  
 Incremental funding for Option Year I  
 PR# 1300630858 (line item 00018)  
 Additional labor support

MOD 10 Funding  
 Cumulative Funding

MOD 11

910002 130063085800019  
 LLA :  
 AZ 1781804 8B5B 251 00024 0 050120 2D 000000 B20003896366  
 Option Year I ODC's  
 PR# 1300630858 line item 00019  
 Additional ODC Support.

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 38 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

MOD 11 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 12

710010 130063085800025 [REDACTED]  
LLA :  
BA 1781804 8U2N 251 VJT00 0 050120 2D 000000 B30003896366  
Incremental funding for Option Year I Labor  
Line item 000022 and Line Item 00025

MOD 12 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 13

710010 130063085800025 [REDACTED]  
LLA :  
BA 1781804 8U2N 251 VJT00 0 050120 2D 000000 B30003896366  
Incremental funding for Option Year I Labor  
Line item 000022 and Line Item 00025

710011 130063085800021 [REDACTED]  
LLA :  
BB 1781804 8T1M 251 VJT00 0 050120 2D 000000 B40003896366  
Incremental funding for Option Year I, Labor  
PR# 1300630858- line item 00021

710012 130063085800023 [REDACTED]  
LLA :  
BC 1781804 8U2N 251 VJT00 0 050120 2D 000000 B50003896366  
Incremental funding for Option Year I, Labor  
PR# 1300630858 - line item 00023

MOD 13 Funding 180000.00  
Cumulative Funding 5507200.74

MOD 14 Funding 0.00  
Cumulative Funding 5507200.74

MOD 15

910003 130063085800024 [REDACTED]  
LLA :  
BD 1781804 8U2N 251 VJT00 0 050120 2D 000000 B60003896366  
Option Year I ODC's  
PR# 1300630858 line item 00024  
Additional ODC Support.

MOD 15 Funding 10000.00  
Cumulative Funding 5517200.74

MOD 16

710010 130063085800025 [REDACTED]  
LLA :  
BA 1781804 8U2N 251 VJT00 0 050120 2D 000000 B30003896366  
Incremental funding for Option Year I Labor  
Line item 000022 and Line Item 00025

710110 130063085800026 [REDACTED]  
LLA :  
BA 1781804 8U2N 251 VJT00 0 050120 2D 000000 B30003896366  
Incremental funding for Option Year I



CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 39 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

PR# 1300630858 (line item 00026)  
Additional labor support

910004 130063085800027 [REDACTED]  
LLA :  
BA 1781804 8U2N 251 VJT00 0 050120 2D 000000 B30003896366  
Option Year I ODC's  
PR# 1300630858 line item 00027  
Additional ODC Support

MOD 16 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 17

720001 130063085800028 [REDACTED]  
LLA :  
BA 1781804 8U2N 251 VJT00 0 050120 2D 000000 B30003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00028  
Labor Support for OY 2

720101 130063085800043 [REDACTED]  
LLA :  
BA 1781804 8U2N 251 VJT00 0 050120 2D 000000 B30003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00029  
Labor Support for OY 2  
(SLIN 7201-01) plus [REDACTED] from the PR (line 43)= Plus Up Line

920001 130063085800030 [REDACTED]  
LLA :  
BA 1781804 8U2N 251 VJT00 0 050120 2D 000000 B30003896366  
Option Year II - ODC's  
PR# 1300630858 - line item 00030  
ODC's support for OY 2

MOD 17 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 18

720002 130063085800049 [REDACTED]  
LLA :  
BE 1781804 8D4D 251 VJT00 0 050120 2D 000000 B70003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00040  
Labor Support for OY 2  
\*NOTE: Mod 21 - Plus up line 40 with line item 49 in the amount of [REDACTED].  
2410(a) authority invoked

720102 130063085800041 [REDACTED]  
LLA :  
BE 1781804 8D4D 251 VJT00 0 050120 2D 000000 B70003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00041  
Labor Support for OY 2

920002 130063085800042 [REDACTED]  
LLA :  
BE 1781804 8D4D 251 VJT00 0 050120 2D 000000 B70003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00042  
ODC's Support for OY 2

MOD 18 Funding [REDACTED]

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 40 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Cumulative Funding [REDACTED]

MOD 19 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 20

720101 130063085800043 [REDACTED]  
LLA :  
BA 1781804 8U2N 251 VJT00 0 050120 2D 000000 B30003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00029  
Labor Support for OY 2  
(SLIN 7201-01) plus [REDACTED] from the PR (line 43)= Plus Up Line

720103 130063085800044 [REDACTED]  
LLA :  
BC 1781804 8U2N 251 VJT00 0 050120 2D 000000 B50003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00044  
Labor Support for OY 2

720104 130063085800045 [REDACTED]  
LLA :  
BF 1781804 8U2N 251 VJT00 0 050120 2D 000000 B80003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00045  
Labor Support for OY 2

MOD 20 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 21

720002 130063085800049 [REDACTED]  
LLA :  
BE 1781804 8D4D 251 VJT00 0 050120 2D 000000 B70003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00040  
Labor Support for OY 2  
\*NOTE: Mod 21 - Plus up line 40 with line item 49 in the amount of [REDACTED]  
2410(a) authority invoked

720003 130063085800046 [REDACTED]  
LLA :  
BK 1781804 8B2B 251 VJT00 0 050120 2D 000000 B90003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00046  
Labor Support for OY 2  
NOTE: 2410(a) authority invoked

720004 130063085800047 [REDACTED]  
LLA :  
BG 1781804 8B5B 251 VJT00 0 050120 2D 000000 C00003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00047  
Labor Support for OY 2  
NOTE: 2410(a) authority invoked

720005 130063085800048 [REDACTED]  
LLA :  
BH 1781804 8C6C 251 VJT00 0 050120 2D 000000 C10003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00048  
Labor Support for OY 2  
NOTE: 2410(a) authority invoked

920003 130063085800050 [REDACTED]  
LLA :

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 41 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

BJ 1781804 8M4K 251 VJT00 0 050120 2D 000000 C20003896366  
Incremental funding for Option Year II  
PR# 1300630858 - line item 00050  
ODC's Support for OY 2  
NOTE: 2410(a) authority invoked

MOD 21 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 22 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 23

720006 130076184000001 [REDACTED]  
LLA :  
BL 1791804 8D4D 254 VJT00 0 050120 2D 000000 A00004859530  
Incremental funding for Option Year II  
PR# 1300761840 - line item 00001  
Labor Support for OY 2  
NOTE: 2410(a) authority invoked

720105 130076184000002 [REDACTED]  
LLA :  
BL 1791804 8D4D 254 VJT00 0 050120 2D 000000 A00004859530  
Incremental funding for Option Year II  
PR# 1300761840 - line item 00002  
Labor Support for OY 2

720106 130076184000003 [REDACTED]  
LLA :  
BM 1791804 8T1M 254 VJT00 0 050120 2D 000000 A10004859530  
Incremental funding for Option Year II  
PR# 1300761840 - line item 00003  
Labor Support for OY 2

920004 130076184000004 [REDACTED]  
LLA :  
BL 1791804 8D4D 254 VJT00 0 050120 2D 000000 A00004859530  
Incremental funding for Option Year II  
PR# 1300761840 - line item 00004  
Labor Support for OY 2

MOD 23 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:

ITEMS	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
7000	██████████	██████████	4/29/2016 – 4/28/2017 (Base)
7100	██████████	██████████	4/29/2017 – 4/28/2018 (OY 1)
7101	██████████	██████████	7/7/2017 – 7/6/2018 (OY 1)
9000	████	██████████	4/29/2016 – 4/28/2017 (Base)
9100	████	██████████	4/29/2017 – 4/28/2018 (OY 1)
7200	██████████	██████████	4/29/2018 – 4/28/2019 (OY 2)
7201	██████████	██████████	4/29/2018 – 4/28/2019 (OY 2)
9200	████	██████████	4/29/2018 – 4/28/2019 (OY 2)

- (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 7000/9000 (Base) and 7100, 7101 and 9100 (OY 1) 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)**

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

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 43 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

- (a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
  - (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

**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 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 \_\_\_\_\_ (**Offeror to fill-in**) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below),

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 44 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 \_\_\_\_\_ (**Offeror to fill-in**) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows: 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, Apr 1984) 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. Additionally, within 45 days after completion of the work under the contract, the Contractor shall submit: (5) in the case of a cost under-run, the amount by which the estimated cost of this contract may be reduced to recover excess funds; and

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 45 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(6) in the case of an under-run in hours specified as the total level of effort, 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, 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.

**NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

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

**NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)**

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

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 46 of 54	FINAL
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**NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement.



CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 47 of 54	FINAL
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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

**Note: All clauses incorporated in the basic IDIQ contract apply to this Task Order, as applicable. Updated clauses have been incorporated and supersede the clauses in the basic IDIQ contract.**

FAR 52.204-2 -- Security Requirements (AUG 1996)  
FAR 52.204-7 -- System for Award Management (JUL 2013)  
FAR 52.232-20 -- Limitation of Cost (APR 1984)  
FAR 52.232-22 -- Limitation of Funds (APR 1984)  
FAR 52.223-10 -- Waste Reduction Program (MAY 2011)  
FAR 52.203-16 -- Preventing Personal Conflicts Of Interest (DEC 2011)  
FAR 52.203-17 -- Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights (APR 2014)  
FAR 52.204-9 -- Personal Identity Verification Of Contractor Personnel (JAN 2011)  
FAR 52.204-10 -- Reporting Executive Compensation And First-Tier Subcontract Awards (JUL 2013)  
FAR 52.204-13 -- System For Award Management Maintenance (JUL 2013)  
FAR 52.204-19 -- Incorporation By Reference Of Representations And Certifications (DEC 2014)  
FAR 52.209-6 -- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (AUG 2013)  
FAR 52.209-9 -- Updates Of Publicly Available Information Regarding Responsibility Matters (JUL 2013)  
FAR 52.209-10 -- Prohibition On Contracting With Inverted Domestic Corporations (DEC 2014)  
FAR 52.215-23 -- Limitations On Pass-Through Charges (OCT 2009)  
FAR 52.216-7 -- Allowable Cost And Payment (JUN 2013)  
FAR 52.216-11 -- Cost Contract – No Fee (APR 1984)  
FAR 52.219-28 -- Post Award Small Business Program Representation (JUL 2013)  
FAR 52.222-54 -- Employment Eligibility Verification (AUG 2013)  
FAR 52.232-25 -- Prompt Payment (JUL 2013)  
FAR 52.232-33 -- Payment By Electronic Funds Transfer-System For Award Management (JUL 2013)  
FAR 52.232-39 -- Unenforceability Of Unauthorized Obligations (JUN 2013)  
FAR 52.232-40 -- Providing Accelerated Payments To Small Business Subcontractors (DEC 2013)  
FAR 52.237-10 -- Identification Of Uncompensated Overtime (MAR 2015)  
FAR 52.244-6 -- Subcontracts For Commercial Items (APR 2015)  
DFARS 252.244-7000 -- Subcontracts For Commercial Items (JUN 2013)  
DFARS 252.201-7000 -- Contracting Officer's Representative (DEC 1991)  
DFARS 252.203-7002 -- Requirement To Inform Employees Of Whistleblower Rights (SEP 2013)  
DFARS 252.204-7000 -- Disclosure Of Information (AUG 2013)  
DFARS 252.204-7004 -- Alternate A, System For Award Management (FEB 2014)  
DFARS 252.204-7012 -- Safeguarding Of Unclassified Controlled Technical Information

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 48 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(NOV 2013)

DFARS 252.216-7009 -- Allowability Of Legal Costs Incurred In Connection With Whistleblower Proceeding (SEP 2013)

DFARS 252.227-7013 -- Rights In Technical Data – Noncommercial Items (FEB 2014)

DFARS 252.227-7014 -- Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (FEB 2014)

DFARS 252.227-7015 -- Technical Data – Commercial Items (FEB 2014)

DFARS 252.227-7025 -- Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (MAY 2013)

\*Note: Regarding FAR 52.244-2 -- SUBCONTRACTS (OCT 2010) – ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and (2) The total value of all current, active orders including all priced options under indefinite delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 49 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

#### **FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) type Task Order resulting from this solicitation, with cost reimbursable Travel/ODC CLINs and Cost-Plus-Fixed-Fee (CPFF) Surge CLNS. Provisions for Award include one (1) one-year Base period, four (4) one-year Option periods, for a maximum of five (5) years total length.

#### **FAR 52.216-8 FIXED FEE (JUN 2011)**

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed ■ percent of the total fixed fee or ■, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to ■ percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 50 of 54	FINAL
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**DFARS 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)**

(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, 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 52.217-9 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 option 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.*

<u>ITEMS</u>	<u>LATEST OPTION EXERCISE DATE</u>
7001	No later than 12 months after the Task Order Award date
7100	No later than 12 months after the Task Order Award date
7101	No later than 12 months after the Task Order Award date
7200	No later than 24 months after the Task Order Award date
7201	No later than 24 months after the Task Order Award date
7300	No later than 36 months after the Task Order Award date
7301	No later than 36 months after the Task Order Award date
7400	No later than 48 months after the Task Order Award date
7401	No later than 48 months after the Task Order Award date
9100	No later than 12 months after the Task Order Award date
9200	No later than 24 months after the Task Order Award date
9300	No later than 36 months after the Task Order Award date
9400	No later than 48 months after the Task Order Award date

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total 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.

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

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

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

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

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

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 52 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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 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:

Not Applicable at this time.

(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;

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 53 of 54	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

District Furniture and Repair, Inc.

Information Concepts in Management, Inc. (ICON)

(k) Subcontractors added after task order award:

Science Applications International Corporation (SAIC)

CONTRACT NO. N00178-14-D-8048	DELIVERY ORDER NO. N00178-14-D-8048-EH01	AMENDMENT/MODIFICATION NO. 23	PAGE 54 of 54	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1: RESERVED

Attachment 2: WSM Site Implementation Cookbook

Attachment 3: Performance Report

Attachment 4: Contract Discrepancy Report

Attachment 5: Non-Disclosure Agreement

Attachment 6: Staffing Plan

Attachment 7: RESERVED

Attachment 8: RESERVED

Attachment 9: RESERVED

Attachment 10: Fixed Fee Table

Attachment 11: RESERVED

Attachment 12: RESERVED

Attachment 13: SEA10F Organizational Chart

Attachment 14: Quality Assurance Surveillance Plan (QASP)

Attachment 15: DD 254 - Security Classification Specification

Exhibit A: CDRL A001