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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 01 | | 3. EFFECTIVE DATE 08-Oct-2013 | | 4. REQUISITION/PURCHASE REQ. NO. 1300299069-991 | |
| 5. PROJECT NO. (If applicable) N/A | | 6. ISSUED BY CODE | | 7. ADMINISTERED BY (If other than Item 6) CODE | |
| N66604 | | S0514A | | | |
| NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 elizabeth.walker1@navy.mil 401-832-1364 | | | DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241 | | |

| | | | |
|--|---------------|-----|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS TECHNOLOGY INC 2243 San Diego Ave San Diego CA 92110 | | [X] | 9A. AMENDMENT OF SOLICITATION NO. |
| | | | 9B. DATED (SEE ITEM 11) |
| | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4067-N401 |
| | | | 10B. DATED (SEE ITEM 13) 01-Oct-2013 |
| CAGE CODE 1BGW9 | 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)

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) FAR 43.103(a) Mutual Agreement of the Parties |

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

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

| | | | |
|---|-------------------------------------|--|-------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Courtney M. Young, Contracts Administrator | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laina J Ouellette, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR /s/Courtney M. Young (Signature of person authorized to sign) | 15C. DATE SIGNED 15-Oct-2013 | 16B. UNITED STATES OF AMERICA BY /s/Laina J Ouellette (Signature of Contracting Officer) | 16C. DATE SIGNED 16-Oct-2013 |

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

| | | | | |
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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0339, 024/J. Averill, 021/C. Nagelhout, 02/M. Onorato

FSC: R499

NAICS: 541330

NUWCDIVNPT Control #: 140025

NUWCDIVNPT Requisition #(s): 1300299069-991

NUWCDIVNPT POC: Lis Walker (See cover page for e-mail address and telephone number)

The purpose of this modification is to update Clause 5252.237-9106 SUBSTITUTION OF PERSONNEL. The INDUS Technology, Inc email dated 6 Oct 2013 is incorporated herein by reference.

All other task order terms and conditions remain unchanged.

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Lists (CDRLs) Not
Separately Priced
(NSP)

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|------|------|------------|
| ----- | --- | ----- | ---- | ---- | ----- |
| 6000 | | Prime and Subcontractor Travel and Materials (with burdens, no fee) | | | \$0.00 |
| 6100 | R499 | BASE YEAR ODCs IN SUPPORT OF CLIN 4100; G&A OVERHEAD FUNDS (OTHER) | 1.0 | LO | \$6,061.00 |
| 610001 | R499 | AB \$6,061.00 TI#: TI-01, Rev. N/A; Type of Funds: NUWCDIVNPT Working Capital Funds (G&A); FY of Funds: N/A, non-appropriated; Customer Code: NUWC 02; Sponsor: NUWCDIVNPT (OTHER) | | | |
| 6200 | R499 | OPTION 1 ODCs IN SUPPORT OF CLIN 4200; SCC OVERHEAD FUNDS (OTHER) | 1.0 | LO | \$6,061.00 |
| 620001 | R499 | AB \$6,061.00 TI#: TI-02, Rev. N/A; Type of Funds: NUWCDIVNPT SCC; FY of Funds: N/A, non-appropriated; Customer Code: NUWC 02; Sponsor: NUWCDIVNPT (OTHER) | | | |

For Cost Type Items:

| | | | | |
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7000 Technical and
 administrative
 support services
 in support of
 NUWCDIVNPT Code
 02

\$0.00

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|-------|------|--|---------|------|--------------|-------------|--------------|
| ----- | --- | ----- | ---- | ---- | ----- | ----- | ----- |
| 7100 | R499 | OPTION 2 LABOR; G&A OVERHEAD FUNDS (OTHER) Option | 25404.0 | LH | \$751,403.28 | \$28,071.15 | \$779,474.43 |
| 7110 | R499 | OPTION 4 LABOR; G&A OVERHEAD FUNDS (OTHER) Option | 25404.0 | LH | \$759,395.17 | \$28,470.74 | \$787,865.91 |
| 7200 | R499 | OPTION 3 LABOR; SCC OVERHEAD FUNDS (OTHER) Option | 23356.0 | LH | \$690,827.23 | \$25,808.13 | \$716,635.36 |
| 7210 | R499 | OPTION 5 LABOR; SCC OVERHEAD FUNDS (OTHER) Option | 23356.0 | LH | \$698,174.84 | \$26,175.51 | \$724,350.35 |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|-------|------|---|------|------|------------|
| ----- | --- | ----- | ---- | ---- | ----- |
| 9000 | | Prime and Subcontractor Travel and Materials (with burdens, no fee) | | | \$0.00 |
| 9100 | R499 | OPTION 2 ODCs IN SUPPORT OF CLIN 7100; G&A OVERHEAD FUNDS (OTHER) Option | 1.0 | LO | \$6,242.83 |
| 9110 | R499 | OPTION 4 ODCs IN SUPPORT OF CLIN 7110; G&A OVERHEAD FUNDS (OTHER) Option | 1.0 | LO | \$6,430.17 |
| 9200 | R499 | OPTION 3 ODCs IN | 1.0 | LO | \$6,242.83 |

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SUPPORT OF CLIN
7200; SCC
OVERHEAD FUNDS
(OTHER)
Option

9210 R499 OPTION 5 ODCs IN 1.0 LO \$6,430.17
SUPPORT OF CLIN
7210; SCC
OVERHEAD FUNDS
(OTHER)
Option

Fee Chart:

| Labor CLIN | Labor Hours | Fee Rate per Hour | Estimated Cost | Fixed Fee | Total | Fee Percentage |
|------------|-------------|-------------------|----------------|-------------|--------------|----------------|
| 4100 G&A | 25,404 | \$1.09 | \$746,033.65 | \$27,802.67 | \$773,836.32 | 3.73% |
| 7100 G&A | 25,404 | \$1.10 | \$751,403.28 | \$28,071.15 | \$779,474.43 | 3.74% |
| 7110 G&A | 25,404 | \$1.12 | \$759,395.17 | \$28,470.74 | \$787,865.91 | 3.75% |
| 4200 SCC | 23,356 | \$1.09 | \$685,890.49 | \$25,561.30 | \$711,451.79 | 3.73% |
| 7200 SCC | 23,356 | \$1.10 | \$690,827.23 | \$25,808.13 | \$716,635.36 | 3.74% |
| 7210 SCC | 23,356 | \$1.12 | \$698,174.84 | \$26,175.51 | \$724,350.35 | 3.75% |

In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

The following Clauses are incorporated by Full Text:

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE (NAVSEA)

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

HQ B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above

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per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

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

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

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work for Administrative and Technical Support for the Financial Management Department

1.0 BACKGROUND

The Financial Management Department (Code 02) performs comptroller functions of the Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) which operates under the Navy Working Capital Fund and informs the Commander, Division Technical Director, and Division and Center Management of overall financial operations. NUWC DIVNPT Code 02 (a) implements financial systems and websites including the responsibility of Central Design Agent for the Executive Business Information System for the Naval Undersea Warfare Center; (b) maintains travel compensation time; (c) provides travel administration management, and disbursing operations; (d) coordinates financial planning, analysis, and formulates NUWC DIVNPT operating budgets; (e) provides accounting advice and services; (f) maintains financial records; (g) administers procedures for control of Plant Property; (h) performs the operation of NUWC DIVNPT's civilian timekeeping process and customer payroll services for Division personnel; (i) is the Site Integration Lead for the Navy Standard Navy ERP system; (j) performs ad-hoc reporting for the Defense Travel System (DTS); and (k) administers NUWC DIVNPT's Transportation Incentive Program (TIP).

Code 02's systems and subsystems are contained on various physical and virtual Windows-based database and web servers. These systems use Visual Studio.Net, Oracle, and various 4th Generation Languages (4GL's). Various websites are also maintained using NUWC DIVNPT's NewPortal and SharePoint software. Interfaces are maintained from and to various external platforms at other commands or activities including Navy Enterprise Resource Planning (ERP), Defense Civilian Pay System (DCPS), Accounting System Interface (ASI), and the Enterprise Data Warehouse (EDW). Department employees are located at NUWC DIVNPT in Newport, RI.

2.0 SCOPE

The contractor shall perform administrative and technical services in support of NUWC DIVNPT Code 02 within the following task areas:

- Travel (Task 4.1)
- Disbursing (Task 4.2)
- Transportation Incentive Program (Task 4.3)
- Financial Analysis and Reporting (Task 4.4)
- Funding Documents (Task 4.5)
- Accounting (Task 4.6)
- Travel Compensation Time (Task 4.7)
- Plant Account (Task 4.8)
- Code 02 Administrative Support (Task 4.9)
- Payroll (Task 4.10)
- Government Travel Charge Card (Task 4.11)

The contractor shall schedule normal working hours during the Government's flextime, which is between the hours of 0630 and 1800 (local time). Services may also be required outside of regular working hours in order to successfully execute daily, weekly, biweekly, monthly, quarterly, and yearly fiscal year close-out in accordance with established guidelines.

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During performance of this requirement, contractor personnel shall identify themselves as a contractor before communicating with other individuals via telephone.

The contractor shall be responsible for payment of phone bills for its personnel's non-business related phone usage including both local and long distance phone calls.

The types of funds applicable to this Task Order are NUWCDIVNPT Overhead (OH) and NUWCDIVNPT Service Cost Center (SCC) funding.

The contractor will receive Technical Instructions (TIs) in conjunction with Government Furnished Information (GFI) in performance of all tasking described herein.

The work performed under this task order falls within the scope of paragraph 3.10, 3.11, 3.12, and 3.21 of the basic SeaPort-e Statement of Work.

3.0 APPLICABLE DOCUMENTS

- 3.1 BSI BS ISO 10007 Guidelines for Configuration Management, July 3, 2002
- 3.2 Department of Defense (DoD) Financial Management Regulations (FMR), June 2011
- 3.3 Joint Federal Travel Regulation (JFTR) Chapters 1 – 10 and Appendices, October 1, 2012
- 3.4 Joint Travel Regulations (JTR) Chapters 1 -7 and Appendices, October 1, 2012
- 3.5 GSA City Pair Fares, October 1, 2012
- 3.6 Defense Civilian Pay System (DCPS) User Manual, January 2012
- 3.7 Production Operators Documentation, October 1, 2010
- 3.8 Section 508 Guidelines for Web Development, August 7, 1998
- 3.9 CJCSI 6510.01D IA and Computer Network Defense, June 15, 2004
- 3.10 5 USC Parts I-III
- 3.11 SECNAV Instruction 7320.10A, April 1, 2004
- 3.12 Prompt Payment Act, August 2, 1991
- 3.13 Fair Labor Standards Act, 1938
- 3.14 Travel Compensation - 5 C.F.R. § 550 Subpart N (1401 - 1409), February 25, 2011
- 3.15 DTS User Manual, November 30, 2012
- 3.16 NUWCDIVNPTINST 2300.3A, July 29, 1998
- 3.17 NUWCDIVNPTINST 5216.1H, June 24, 2010
- 3.18 DoN TIP POC Program Guidelines, August 2009

4.0 REQUIREMENTS

4.1 TRAVEL OFFICE SUPPORT

4.1.1 Maintenance/Support Operations, Data Entry/Upload/Extraction Services (SCC) (IT)

In accordance with Applicable Documents 3.1, 3.7, 3.8, and 3.9 and GFI 5.1 (Financial Analysis and Reporting Section) and GFI 5.2, the contractor shall:

- a. Generate reports within the Defense Travel System (DTS) in accordance with GFI 5.2 on a daily basis (i.e. Approved Status Report, Supervisory Report, Department Report and Report by Name(s))
- b. Modify existing DTS reports and verify all changes meet requirements in accordance with GFI 5.2
- c. Upload DTS data to the Executive Business Information System (EBIS) in accordance with GFI 5.3

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4.1.2 Administrative (SCC) (Non-IT)

In accordance with Applicable Documents 3.2, 3.3, 3.4, 3.5, and 3.16 and GFI 5.1 (Employee Financial Services, Travel Section) and 5.12, the contractor shall:

- a. Review Network Activity (NWA) within Navy ERP and assess whether NWAs are entered correctly when notified via DTS-generated emails indicating an order is pending review
- b. Assign travel order numbers to non-DTS travel orders such as Permanent Change of Station (PCS), Temporary Change of Station (TCS), First Duty Station (FDS), and Invitational Travel Orders
- c. Review forms DD 1056 Authorization to Apply for a "NO FEE" Passport and/or Request for a VISA, DS 11 Application for a Passport, and DS 82 Application for U.S. Passport by Mail for official no-fee passports when received via the Travel email distribution
- d. Update the passport database with official passport data, including employee names, passport numbers, passport expiration dates, visa information, and notes pertaining to the official passport when an employee or military member separates from NUWCDIVNPT. Passport information for updating, GFI 5.15, will be provided to the STR via the Code 023 Travel POC
- e. Reconcile invoices to the travel order or travel voucher within the Centrally Billed Account (CBA) in DTS and the reservation website (virtuallythere.com). Travel invoices for reconciliation, GFI 5.16, will be provided to the STR on a daily basis via the Code 023 Travel POC
- f. Research and recommend corrective action to department financial points of contact to resolve DTS rejections when notified via DTS-generated emails
- g. Interview travelers prior to departure, using the TCS/PCS worksheet in accordance with GFI 5.6, when notified via the travel function email that a traveler is scheduled to depart for Long Term Travel (LTT) or TCS
- h. Prepare a Long Term Cost Analysis (PCS versus TDY) for PCS, TCS, and LT TDY costs in accordance with GFI 5.7 after completing the Long Term TDY questionnaire. Route the Long Term Cost Analysis to the Code 023 Government Travel POC for review
- i. Prepare the LTT, PCS, and TCS spreadsheet when travelers are placed on LTT, PCS, or TCS for that month in accordance with GFI 5.8. Upload the spreadsheet to the Travel/Disbursing shared drive and notify Code 023 Government personnel via email of completed upload
- j. Enter military personnel travel data into the Individual Personnel Tempo Program Online System (ITEMPO) in accordance with GFI 5.12

Deliverables/Schedule

- Long Term Cost Analysis shall be delivered in accordance with CDRL A001

4.2 DISBURSING OFFICE SUPPORT

4.2.1 Administrative (SCC) (Non-IT)

In accordance with Applicable Documents 3.2, 3.3, 3.4, 3.5, 3.12, 3.13, and 3.15 and GFI 5.1 (Employee Financial Services, Disbursing Section), the contractor shall:

- a. Review and validate DTS vouchers and route to the Government Travel Approving Official. DTS vouchers for review and validation, GFI 5.17, will be provided to the STR on a daily basis
- b. Convert overseas travel expenses in foreign currency to U.S. dollars
- c. Collect missing information required for completion of vouchers from travelers and administrative personnel. If the information is not provided, route incomplete vouchers to Code 023 Government personnel
- d. Research and recommend corrective action to department financial points of contact to resolve DTS rejections when notified via DTS-generated emails
- e. Make weekly copies of DD Form 1131s submitted and distribute in accordance with GFI 5.1

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Deliverables/Schedule

- Copies of DD Form 1131s shall be delivered in accordance with CDRL A002

4.3 TRANSPORTATION INCENTIVE PROGRAM

4.3.1 Administrative (NWCF G&A) (Non-IT)

In accordance with Applicable Document 3.18 and GFI 5.1 (Employee Financial Services, Transportation Incentive Program Section), the contractor shall perform the following administrative functions required to support the administration of the Transportation Incentive Program (TIP) in coordination with the Department of Navy (DoN) Program Office and the Office of Financial Operations (FMO):

- Provide instructions to applicants completing the TIP application
- Notify TIP Program Participants via email, when the media fare quarterly distribution is available
- Route new/updated TIP information/documentation to the NUWCDIVNPT TIP POC
- Verify eligibility of new applicants and submit completed forms to Code 023 in accordance with GFI 5.1, (Employee Financial Services, Transportation Incentive Program Section)
- Review withdrawal applications, GFI 5.30, in accordance with GFI 5.1 (Employee Financial Services, Transportation Incentive Program Section). Send the withdrawal application to Code 023 Government personnel and update the TIP Quarterly Validation Report, GFI 5.31, marking the participant as withdrawn with the date of the withdrawal in the Comments section.
- Post TIP informational documentation, provided as GFI 5.18, to the Code 02 website

4.4 FINANCIAL ANALYSIS AND REPORTING OFFICE SUPPORT

4.4.1 Maintenance/Support Operations, Data Entry/Upload/Extraction Services (NWCF G&A) (IT)

In accordance with Applicable Documents 3.1, 3.7, 3.8, and 3.9, TIs, and GFI 5.1 (Financial Analysis and Reporting Section) and GFI 5.2, the contractor shall perform maintenance and support, data entry/upload/extraction services within the existing Financial Analysis systems, websites, and SharePoint sites. Work shall be performed using the currently employed languages: SQL, Visual Basic, Visual Studio.Net, and various 4GLs. The contractor shall:

- Implement Government-approved maintenance and support design and program specifications provided as GFI 5.1 (Financial Analysis and Reporting Section) and GFI 5.2
- Review application error logs within each application (EBIS and ASI) for errors/conditions that were recorded and research the causes of each error/condition in accordance with GFI 5.1 (Financial Analysis and Reporting Section) on a daily basis. Report both the circumstances causing the error/condition and the corrective solution implemented when errors/conditions are logged
- Provide database administration support by completing Government-approved changes, provided as GFI 5.1 (Financial Analysis and Reporting Section) and GFI 5.2, to the data storage and redefinition of the existing schema or existing subschema
- Perform recovery testing procedures, provided as GFI 5.19, after a system failure
- Update technical and non-technical documentation, provided as GFI 5.20, 5.21, 5.22, 5.23, (i.e. application user guides, physical models, system architecture diagrams, pseudo code, and process flow diagrams)
- Perform data file transfers in accordance with GFI 5.3 between both external to NUWCDIVNPT systems and internal to NUWCDIVNPT systems and report successful/unsuccessful file transfers on a daily basis
- Provide recommendations via GFI 5.2 regarding content structure and organization of information on the NUWCDIVNPT NewPortal and Code 02 website(s); post or remove information in accordance

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with GFI 5.1 (Financial Analysis and Reporting Section) and GFI 5.2

Deliverables/Schedule

- Report of errors/conditions and corrective solutions implemented shall be delivered in accordance with CDRL A003
- Technical and non-technical documentation shall be delivered in accordance with CDRL A004
- Report of successful/unsuccessful file transfers shall be delivered in accordance with CDRL A005

4.4.2 Navy ERP Administrative Support (NWCF G&A) (IT)

The contractor shall provide support to the NUWCDIVNPT Navy ERP Help Desk as follows:

- a. Provide phone support and route Navy ERP users requiring assistance to Government Subject Matter Experts (SMEs)
- b. Maintain and update the Navy ERP Help Desk log
- c. Enter Navy ERP requests for role additions and deletions into Access Enforcer in accordance with GFI 5.1 and GFI 5.9
- d. Monitor completion of Navy ERP help desk tickets submitted by notifying the submitter when a heat ticket reaches 30 days without resolution
- e. Notify heat ticket submitters if the individual does not respond to a Navy ERP request to close a ticket within 7 days; continue to notify submitter until the ticket is closed
- f. Provide draft Navy ERP documentation for new and existing user guides, desk procedures, and training materials. Upon Government approval, post updated documents to NUWCDIVNPT's Navy ERP Microsoft Office Sharepoint Services (MOSS) site
- g. When notified by the NUWCDIVNPT Navy ERP Site Integration Lead, post the list of NUWCDIVNPT Department SMEs, provided as GFI 5.4, on the NUWCDIVNPT Navy ERP website

Deliverables/Schedule

- Navy ERP documentation for new and existing user guides, desk procedures, and training materials shall be delivered in accordance with CDRL A006

4.4.3 Navy Marine Corps Internet (NMCI) and Chief Information Office (CIO) Support (NWCF G&A) (IT)

In accordance with GFI 5.1 (NMCI Section), 5.10, and 5.11, the contractor shall support Code 02 NMCI and NUWCDIVNPT CIO requirements as follows:

- a. Prepare CLIN orders and move/add/changes (MAC) in the NMCI Enterprise Tool (NET) for Code 02 Government approval when software, hardware, custodianship, seat moves, peripheral, or hotel jack moves, adds or changes are required for Code 02 NMCI assets in accordance with GFI 5.11
- b. Track open MAC requests in NET and coordinate with the Newport NMCI office to facilitate completion on a daily basis
- c. Coordinate with the NMCI help desk on Code 02 related NMCI helpdesk issues
- d. Upon receipt of an email request for an NMCI loaner asset from the Newport CIO, identify Code 02 assets to Code 02 Government personnel that can fulfill the requirement
- e. Coordinate with NMCI premier support technicians to rectify Code 02 NMCI issues
- f. Attend quarterly NUWCDIVNPT NMCI Forum meetings to obtain information regarding upcoming changes to NMCI processes, implementations, and guidelines
- g. Run the NET Service Configuration Report, provided as GFI 5.10, on a quarterly basis and perform Code 02 NMCI seat inventory to validate the information contained in the report. Annotate the report with required changes for Code 02 to submit to the NUWCDIVNPT CIO office
- h. Maintain an updated list of peripheral inventory

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Deliverables/Schedule

- Report of required changes shall be delivered in accordance with CDRL A007
- Peripheral inventory list shall be delivered in accordance with CDRL A008

4.5 FUNDING DOCUMENT SUPPORT

4.5.1 Administrative (NWCF G&A) (Non-IT)

In accordance with GFI 5.1 (Budget and Program Analysis, Outgoing Funding Section), the contractor shall perform the administrative functions:

- a. Monitor the Outgoing Funding email functional mailbox daily (central email address accessed by all Outgoing Funding team personnel) and respond to questions regarding procedures and other routine inquiries
- b. Scan outgoing funding documents from the Outgoing Funding mailbox and email to respective recipients
- c. Log receipt of and upload all acceptance copies (including documents received by fax) to the Outgoing Funding shared drive and SharePoint site
- d. Update log of all incoming funding documents received on a daily basis
- e. Update list of incoming funding documents pending acceptance on a weekly basis
- f. Maintain Funding Document filing cabinet by establishing folders for new incoming and outgoing documents, filing documents, and reviewing for misfiled documents

Deliverables/Schedule

- List of incoming funding documents pending acceptance shall be delivered in accordance with CDRL A009

4.6 ACCOUNTING OFFICE SUPPORT

4.6.1 Administrative (NWCF G&A) (Non-IT)

In accordance with Applicable Document 3.16 and GFI 5.1 (Accounting and Financial Services Section), the contractor shall perform the following administrative functions:

- a. Conduct a daily Wide Area Workflow (WAWF) query for items requiring NUWCDIVNPT acceptance in accordance with GFI 5.1. Coordinate with WAWF Government Acceptors to achieve Government acceptance and follow-up to achieve Government acceptance or Government rejection within seven (7) business days
- b. Coordinate with WAWF Group Administrator (GAM) and Contract Negotiators to identify and resolve acceptance issues
- c. Review WAWF invoices against contract information to identify discrepancies and notify Government invoice processors if rejection is necessary
- d. Compile completed invoice payment packages when WAWF Government acceptance is received and route to Code 02 Government invoice processors no later than seven (7) days of invoice receipt date. When invoice packages are completed after seven (7) days of invoice receipt date, the contractor shall document the reason(s) why there was a delay and include with the completed invoice payment package
- e. Upload Cost Redistribution Account (CRA) files (SCC and non-labor transfer files) into Navy ERP within two (2) business days of receipt via department submission to the Code 02 SCC email box (this is a functional email box accessed by all users of the Accounting Office SCC team)
- f. Download all CRA suspense records from Navy ERP in accordance with GFI 5.1 on a daily basis and

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forward to Code 024

- g. Monitor all pending records in the CRA Suspense Tool and update the corresponding Navy ERP records based on this information on a daily basis. Mark the Suspense Tool record as complete once a record posts in Navy ERP
- h. Review contracts posted by Code 59 on the M:Drive and verify contract line item level obligations within Navy ERP on a daily basis. Notify Government personnel with manual obligations role in Navy ERP when line item obligations are missing
- i. Run the Navy ERP Billing Error Report when each billing is processed and review for line of accounting errors or if obligation of funds is required to correct an error in accordance with GFI 5.1
- j. Generate the Navy ERP Status of Funds Report in accordance with GFI 5.1 and verify if funding documents require closure based on a daily review of data within the ASI. Distribute and file a hard copy to the Incoming Folder
- k. Maintain a filing system for both hard copy and electronic accounting/financial documents
- l. Purge completed or outdated records; disposal of hard copy documents shall be shredded. Financial transaction records related to procuring goods and services, paying bails, collecting debts, and accounting shall be destroyed six (6) years after final payment or cancellation
- m. Sort and distribute mail to appropriate Accounting Division personnel/offices

4.7 TRAVEL COMPENSATION TIME OFFICE SUPPORT

4.7.1 Administrative (SCC) (Non-IT)

In accordance with Applicable Documents 3.10, 3.13, and 3.14 and GFI 5.1 (Employee Financial Services, Travel Comp Time Section), the contractor shall:

- a. Coordinate with NUWCDIVNPT traveler(s) for clarification of information required to complete travel compensation claims in accordance with GFI 5.1
- b. Enter travel compensation time into Navy ERP upon receipt of completed and supervisor-approved travel compensation claims, provided as GFI 5.24. Notify the traveler and supervisor that the time is ready for approval in Navy ERP

4.8 PLANT ACCOUNT OFFICE SUPPORT

4.8.1 Administrative (NWCF G&A) (Non-IT)

In accordance with Applicable Document 3.11 and GFI 5.1 (Plant Account Section), the contractor shall perform the following administrative functions:

- a. Notify custodians, whom are responsible for plant account equipment, of all necessary documentations required to support plant property records placed in a custodian's name
- b. Prepare a monthly inventory report for the triennial certification of plant and minor property in accordance with GFI 5.25. Indicate when inventory is physically sighted or include the supporting documentation (i.e. check-out forms, DD 1149 Shipping Document, Property Pass) when inventory items are not physically sighted
- c. During annual verifications of plant and minor property, provide custodians with an updated inventory list from Navy ERP and inform the custodians of the required documentation to make updates to asset records within Navy ERP
- d. Monitor the Unbarcoded/Unvalued Report from Navy ERP for new assets on a daily basis that are required to be recorded as Plant Account equipment and initiate the asset recording process in accordance with GFI 5.1
- e. Input data for newly acquired assets from NUWCDIVNPT Form 7321/1 into Navy ERP in accordance with GFI 5.1

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- f. Update custodian information upon receipt of the Plant Property Custodial Transfer Report, provided as 5.5, within Navy ERP

Deliverables/Schedule

- Inventory report of plant and minor property including any supporting documentation shall be submitted in accordance with CDRL A00A

4.9 CODE 02 ADMINISTRATIVE SUPPORT

4.9.1 Administrative (NWCF G&A) (Non-IT)

In accordance with Applicable Documents 3.16 and 3.17 and GFI 5.1 (Employee Financial Services, Administrative Support Section), the contractor shall perform the following administrative functions:

- a. Review Code 02 office supplies on a bi-weekly basis, generate an office supply list, and submit the office supply list to the Government
- b. Enter Code 02 visit requests in the Joint Personnel Adjudication System (JPAS) for personnel traveling to other commands requiring a visit request in accordance with GFI 5.13
- c. Validate telephone bills conform to Applicable Document 3.20 and route to Code 1143
- d. Prepare work requests, trouble calls, move requests, and paperwork for new employee requests regarding space and telephones for Code 02 Government personnel for submission to the Facilities Department in accordance with GFI 5.1
- e. Input all Code 02 official Government express mail shipments into NUWCDIVNPT's Online Shipping Process (OSP) system
- f. Format draft travel letters for PCS Orders, TCS Orders, LTT Orders, FSD Orders, Government Passports, and VISAs, provided as GFI 5.26, in accordance with Applicable Document 3.17
- g. Format draft Navy Correspondence, provided as GFI 5.27, from Code 02 Government personnel in accordance with Applicable Document 3.17
- h. Update Code 02 telephone directories and Outlook email distribution lists in accordance with GFI 5.1

Deliverables/Schedule

- List of office supplies shall be delivered in accordance with CDRL A00B

4.10 PAYROLL SUPPORT

4.10.1 Administrative (NWCF G&A) (Non-IT)

In accordance with Applicable Documents 3.6 and 3.13 and GFI 5.1 (Employee Financial Services, Payroll Section), the contractor shall perform the following administrative functions:

- a. Enter time and attendance into the Defense Civilian Pay System (DCPS) on a Pay Tuesday, after the Navy ERP CATA run from the timecard in Navy ERP including retroactive adjustments
- b. Generate the Outstanding Leave, Missing Time, Invalid Transaction (current and retroactive), and Conversion of Hours (current and retroactive) reports within DCPS and reconcile data with employee timecards in order to correct these transactions on a weekly basis

4.11 GOVERNMENT TRAVEL CHARGE CARD (GTCC) SUPPORT

4.11.1 Administrative (SCC) (Non-IT)

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In accordance with GFI 5.1 (Employee Financial Services, Government Travel Charge Card Section), the contractor shall perform the following administrative functions:

- a. Provide support to travelers requesting a GTCC and with accessing functions in DTS and initiating the process in the credit card system
- b. Enter temporary increases to GTCC credit limits via the CitiBank website. Government-approved temporary increases, GFI 5.28, will be provided to the STR via Code 023 Government personnel
- c. Deactivate and reactivate GTCCs via the CitiBank website. Government-approved deactivations and reactivations, GFI 5.29, will be provided to the STR via Code 023 Government personnel
- d. Review the Employee Movement File, provided as GFI 5.14, and process separating NUWCDIVNPT travelers by closing accounts and verifying current addresses on a weekly basis

5.0 GOVERNMENT FURNISHED INFORMATION

- 5.1 NUWCDIVNPT Code 02 Desk Guide Manual
- 5.2 Incident Tracking Tool Application
- 5.3 Operations Run Procedures
- 5.4 List of Navy ERP Department Subject Matter Experts
- 5.5 Plant Property Custodial Transfer Report
- 5.6 TCS/PCS Worksheet
- 5.7 Long Term Cost Analysis (PCS vs TDY)
- 5.8 LTT, PCS, TCS Spreadsheet
- 5.9 Navy ERP Role Request
- 5.10 NET Service Configuration Report
- 5.11 NMCI CLIN MAC request
- 5.12 ITEMPO Standard Operating Procedure
- 5.13 JPAS Request
- 5.14 Employee Movement File
- 5.15 Passport Information
- 5.16 Travel Invoice
- 5.17 DTS Voucher
- 5.18 TIP Informational Documentation
- 5.19 Recovery Test Procedures
- 5.20 EBIS User Documentation
- 5.21 ASI User Documentation
- 5.22 EBIS Technical Documentation
- 5.23 ASI Technical Documentation
- 5.24 Travel Compensation Claim
- 5.25 Monthly Plant & Minor Property Inventory Report
- 5.26 Draft Letter for PCS, TCS, LTT, and FDS Orders, Government Passports, and VISAs
- 5.27 Draft Navy Correspondence
- 5.28 Government Approved Temporary GTCC Credit Line Increase
- 5.29 Government Approved GTCC Deactivation and Activation
- 5.30 TIP Withdrawal Application
- 5.31 TIP Quarterly Validation Report

6.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

The Government will conduct quality surveillance in accordance with the Performance Requirements Summary (PRS) Table contained as Attachment #3 to the Task Order.

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CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) LANGUAGE (OCT 2012)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, RI (N66604) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. 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>.

The following Clauses are incorporated by Full Text:

HQ C-1-0001 ITEM(S) 4999 & 7999 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

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

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

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

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

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

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

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

HQ C-2-0015 DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (SEP 2009)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available for one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder).

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA)(SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to

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Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

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

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

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

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

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

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based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

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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.

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

C16S COST AND PERFORMANCE REPORTING (OCT 2012)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into Wide Area Workflow (WAWF). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(1) Access.

(A) eCRAFT: Reports are uploaded through the Electronic Cost Reporting and Financial Tracking (eCRAFT) System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(B) WAWF: See Section G – Clause HQ G-2009 and 252.232-7006.

(2) Format.

(A) eCRAFT: Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft) as defined in the EPRU manual.

(B) Contractor's Performance Report: The pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is mandatory.

(3) Scope and Content. Costs incurred under this contract/task order are to be segregated at the lowest level of performance, either task, subtask or Technical Instruction (TI), rather than on a total task contract/order basis.

(A) eCRAFT: Supporting documentation in eCRAFT shall include summaries of work charged during the period covered.

(B) Contractor's Performance Report:

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart, including the addition/deletion of any subcontractors and Key Personnel.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results. This shall be a full breakdown, including

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locations, names of the people who travelled, and costs.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as technical instructions, e-mails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(4) Submission and Approval.

(A) The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice into WAWF. The amounts shall be same. eCRAFT Approval will be indicated by e-mail notification from eCraft.

(B) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 59.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: <http://www.opm.gov/forms/index.asp>

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLC.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available under "Contractor Info" at:

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<http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2012)

(a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address: <http://www.dtic.mil/whs/directives/corres/pdf/858201p.pdf>

(b) Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

(c) Contractor personnel that have not been briefed on DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

(d) *Subcontracts.* If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

C56S ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (MAR 2010)

(a) Each Electronic and Information Technology (EIT) item or service provided under this order shall comply with the EIT Accessibility Standards listed below:

- ☒ 36 C.F.R. § 1194.21 - Software applications and operating systems
- ☒ 36 C.F.R. § 1194.22 - Web-based and internet information and applications
- ☐ 36 C.F.R. § 1194.23 - Telecommunications products
- ☐ 36 C.F.R. § 1194.24 - Video and multimedia products
- ☐ 36 C.F.R. § 1194.25 - Self contained, closed products
- ☐ 36 C.F.R. § 1194.26 - Desktop and portable computers
- ☒ 36 C.F.R. § 1194.31 - Functional Performance Criteria
- ☒ 36 C.F.R. § 1194.41 – Information, Documentation, and Support

(b) The Contractor shall provide a Voluntary Product Accessibility Template (VPAT) for items or a Government Product/Service Accessibility Template (GPAT) for service to document compliance with the indicated Section 508 Standards.

Please refer to <http://www.itic.org/index.php?submenu=Resources&submenu=Resources&>

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[src=gendocs&ref=vpas&category=resources](#) or <http://www.buyaccessible.gov/> for more information on VPATs and GPATs or contact <http://www.access-board.gov/contact.htm> or www.gsa.gov/section508

(c) The Contractor shall comply with the VPAT or GPAT document submitted. If the Contracting Officer determines that any item or service delivered under this order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the order, the Government will have the rights and remedies contained in the basic contract.

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SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 DATA PACKAGE LANGUAGE

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

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

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

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: _____
 (Name of Individual Sponsor)

 (Name of Requiring Activity)

 (City and State)

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SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

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

The following Clauses are incorporated by Full Text:

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

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

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

Item(s) 4000 and 7000 Series CLINs - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|------|-----------------------|
| 4100 | 10/1/2013 - 9/30/2014 |
| 4200 | 10/1/2013 - 9/30/2014 |
| 6100 | 10/1/2013 - 9/30/2014 |
| 6200 | 10/1/2013 - 9/30/2014 |

The following Clauses are incorporated by Full Text:

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

| CLIN | Funding Type | Base or Option # | Performance Period |
|-------------|--------------|------------------|---------------------|
| 4100 & 6100 | G&A Overhead | Base | 10/01/13 - 9/30/14 |
| 4200 & 6200 | SCC Overhead | Option 1 | 10/01/13 - 9/30/14 |
| 7100 & 9100 | G&A Overhead | Option 2 | 10/01/14 - 9/30/15* |
| 7200 & 9200 | SCC Overhead | Option 3 | 10/01/14 - 9/30/15* |
| 7110 & 9110 | G&A Overhead | Option 4 | 10/01/15 - 9/30/16* |
| 7210 & 9210 | SCC Overhead | Option 5 | 10/01/15 - 9/30/16* |

*** If option is exercised**

PERIOD OF PERFORMANCE NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed 12 months. The overall Period of Performance of this task order shall not exceed three (3) years from the effective date of the task order.

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

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

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at NUWC DIVNPT in Newport, RI or other locations, as required by the Statement of Work and Technical Instructions.

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

NOTE TO THE PAYMENT OFFICE (JAN 2012) DFARS PGI 204.7108 (d)(12) Other.

(a) The award document includes Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. Accounting for expenditures and invoicing at the SLIN level is required.

(b) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable, and it is critical that the Paying Office pay in accordance with the accounting classification reference numbers (ACRNs) and SLINs noted on the contractor's invoices. To do otherwise, could result in a misappropriation of funds.

(c) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific ACRNs and SLIN numbers shown on each individual invoice, including attached data.

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

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

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

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

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

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

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

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

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

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

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

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

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

COST VOUCHER

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

NOT APPLICABLE

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

Routing Data Table* **TO BE PROVIDED AT AWARD**

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC | HQ0339 |
| Issue By DoDAAC | N66604 |
| Admin DoDAAC | S0514A |
| Inspect By DoDAAC | Not Applicable |
| Ship To Code | Not Applicable |
| Ship From Code | Not Applicable |
| Mark For Code | Not Applicable |
| Service Approver (DoDAAC) | N66604 |
| Service Acceptor (DoDAAC) | Not Applicable |
| Accept at Other DoDAAC | Not Applicable |
| LPO DoDAAC | Not Applicable |
| DCAA Auditor DoDAAC | HAA05B |
| Other DoDAAC(s) | Not Applicable |

(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.

marci.onorato@navy.mil

(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.*

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JERRY PALMER at (401) 832-4964 or gerard.palmer@navy.mil

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

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

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

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.

(c) The Contracting Officer is:

Name: **Lori Rosario**

Telephone: Commercial 401-832-1487; DSN 432-1487

Fax Commercial: 401-832-4820; DSN: 432-4820

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Email: lori.rosario@navy.mil

(d) The Task Order Negotiator is:

Name: **Justin Rianna**

Telephone: Commercial 401-832-5465; DSN 432-5465

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: justin.rianna@navy.mil

(e) Ombudsman for the Naval Undersea Warfare Center Division, Newport, RI, is:

Name: **Stephen Stewart**

Telephone Commercial: 401-832-7372; DSN: 432-7372

Fax Commercial: 401-832-4820; DSN: 432-4820

Email: stephen.g.stewart@navy.mil

(f) The Contracting Officer's Representative (COR) for this task order is:

Name: **Marci Onorato**

Code: 02

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street
Building: 1176, Floor: 1, Room: 101, Newport, RI 02841

Telephone: Commercial 401-832-3346; DSN 432-3346

Email Address: marci.onorato@navy.mil

The COR is responsible for those specific functions assigned in the COR Appointment Letter.

(g) The Contractor's Representative is:

Name: **Courtney Young**

Title: Contracts Administrator

Mailing Address: INDUS Technology, Inc., 2243 San Diego Ave., San Diego, CA 92110

Email: cyoung@industechology.com

Telephone: (619) 299-2555 ext. 366

Fax: (619) 299-2444

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

(2) The function of FAR 42.302(b)(6).

(c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Contracting Officer to delegate

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additional functions as necessary. The Contracting Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's senior technical representative, point of contact for performance under this contract is:

Name: **Tracy Hamilton**

Title: STR/Program Manager

Mailing Address: INDUS Technology, Inc., 2243 San Diego Ave., San Diego, CA 92110

Email: thamilton@industechology.com

Telephone: (619) 299-2555

Fax: (619) 299-2444

Accounting Data

| SLINID | PR Number | Amount |
|---|------------|-----------|
| 410001 | 1300299069 | 773836.32 |
| LLA : | | |
| AA 97X4930 NH6A 252 77777 0 050120 2F 000000 A20001950345 | | |
| 420001 | 1300299069 | 711451.79 |
| LLA : | | |
| AC 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001950345 | | |
| 610001 | 1300299069 | 6061.00 |
| LLA : | | |
| AB 97X4930 NH6A 252 77777 0 050120 2F 000000 A10001950345 | | |
| 620001 | 1300299069 | 6061.00 |
| LLA : | | |
| AB 97X4930 NH6A 252 77777 0 050120 2F 000000 A10001950345 | | |

BASE Funding 1497410.11
Cumulative Funding 1497410.11

MOD 01 Funding 0.00
Cumulative Funding 1497410.11

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SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 146,280 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 0 man-hours are uncompensated effort.

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended evenly over the period of performance. 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.

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

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

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

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

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(k) The estimated level of effort for each Contract Line Item Number (CLIN) for this task order is as follows:

| CLIN | Funding Type | Base or Option # | Hours Contractor Site | Hours Government Site | Total Hours |
|------|--------------|------------------|-----------------------|-----------------------|-------------|
| 4100 | G&A Overhead | Base | 0 | 25,404 | 25,404 |
| 4200 | SCC Overhead | Option 1 | 0 | 23,356 | 23,356 |
| 7100 | G&A Overhead | Option 2 | 0 | 25,404 | 25,404 |
| 7200 | SCC Overhead | Option 3 | 0 | 23,356 | 23,356 |
| 7110 | G&A Overhead | Option 4 | 0 | 25,404 | 25,404 |

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| 7210 | SCC Overhead | Option 5 | 0 | 23,356 | 23,356 |
|------|--------------|----------|---|--------|--------|

Note: 100% of the labor hours are anticipated to be performed at the Government Site.

The term of each CLIN is defined in Section F of the Task Order.

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:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000

Phone: (951) 898-3207
Fax: (951) 898-3250
Internet: <http://www.gidep.org>

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

| ITEM | ESTIMATED ALLOTED TO COST | ESTIMATED ALLOTED TO FEE | TOTAL AMOUNT ALLOTED | ESTIMATED PERIOD OF PERFORMANCE |
|--------|---------------------------------|--------------------------------|-------------------------|------------------------------------|
| 410001 | \$746,033.65 | \$27,802.67 | \$773,836.32 | 10/01/13 - 9/30/14 |
| 420001 | \$685,890.49 | \$25,561.30 | \$711,451.79 | 10/01/13 - 9/30/14 |
| 610001 | \$6,061.00 | \$0.00 | \$6,061.00 | 10/01/13 - 9/30/14 |
| 620001 | \$6,061.00 | \$0.00 | \$6,061.00 | 10/01/13 - 9/30/14 |

(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 **N/A** 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).

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

NOTE - KEY PERSONNEL

The following individuals are approved Key Personnel under this task order:

Carol McClure - STR/Program Manager

Michelle Gianetis - Analyst, Financial Systems

Michael Murphy - Analyst, Computer Systems III

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.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth in **Attachment #2**, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical

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Program Manager, via the cognizant Contract Administration Office, the Government will furnish the items listed in Attachment #2 for use in the performance of this contract.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H81X TRAVEL RESPONSIBILITIES (OCT 2011)

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at (<http://www.defensetravel.dod.mil/Docs/CarRentalAgreement.pdf>) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

Wage Determination #: 2005-2467 Revision: 13 (as of 6/19/13) Area: RI, Statewide

The above Wage Determinations (WD) can be accessed from the following website: <http://www.wdol.gov/>

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

1. Were these services previously performed at this locality under an SCA-Covered contract? YES
2. Are any of the employees performing work subject to a CBA? NO
3. Are the contract services to be performed listed below as Non-Standard Services? NO
4. Were these services previously performed under an SCA wage determination that ends in an even number?
Example: 1994-2104; or 1994-2114. NO

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

The following clauses are incorporated by reference in this task order. Applicable clauses incorporated by reference in the basic MAC contract also apply.

a. FAR:

- 52.203-3 Gratuities (APR 1984)**
- 52.203-5 Covenant Against Contingent Fees (APR 1984)**
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)**
- 52.203-7 Anti-Kickback Procedures (OCT 2010)**
- 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)**
- 52.204-2 Security Requirements (AUG 1996)**
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)**
- 52.204-13 Central Contractor Registration Maintenance (DEC 2012)**
- 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred Suspended, or Proposed for Debarment (DEC 2010)**
- 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)**
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)**
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)**
- 52.219-8 Utilization of Small Business Concerns (JAN 2011)**
- 52.219-14 Limitations on Subcontracting (DEC 1996)**
- 52.219-28 Post-Award Small Business Program Representation (APR 2012)**
- 52.222-3 Convict Labor (JUN 2003)**
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies (MAR 2012)**
- 52.222-21 Prohibition of Segregated Facilities (FEB 1990)**
- 52.222-26 Equal Opportunity (MAR 2007)**
- 52.222-35 Equal Opportunity for Veterans (SEP 2010)**
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)**
- 52.222-37 Employment Reports on Veterans (SEP 2010)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**
- 52.222-41 Service Contract Act of 1965 (NOV 2007)**

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52.222-54 Employment Eligibility Verification (JAN 2009)
52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (SEP 2010)
52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (AUG 2011)
52.227-1 Authorization and Consent (DEC 2007)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.232-20 Limitation of Cost (APR 1984)
52.232-22 Limitation of Funds (APR 1984)
52.233-3 Alternate I Protest After Award (JUN 1985)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.244-6 Subcontracts for Commercial Items (DEC 2010)
52.245-1 Government Property (AUG 2010)
52.251-1 Government Supply Sources (AUG 2010)
52.246-23 Limitation of Liability (FEB 1997)
52.246-25 Limitation of Liability-Services (FEB 1997)

b. DFARs:

252.201-7000 Contracting Officer's Representative (DEC 1991)
252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
252.203-7003 Agency Office of the Inspector General (DEC 2012)
252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)
252.204-7003 Control of Government Personnel Work Product (APR 1992)
252.204-7004 Alternate A, Central Contractor Registration (FEB 2013)
252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
252.231-7000 Supplemental Cost Principles (DEC 1991)
252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)
252.235-7011 Final Scientific or Technical Report (NOV 2004)

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252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (FEB 2011)

252.245-7002 Reporting Loss of Government Property (FEB 2011)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7004 Reporting, Reutilization, and Disposal (APR 2012)

The following Clauses are incorporated by Full Text:

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov> .

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments -

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by -

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for -

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated

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information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.217-8 Option to Extend Services (NOV 1999)

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

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.

| Option No. | CLIN | Fund Type | Exercise Date – No Later Than |
|-------------------|-------------|------------------|--------------------------------------|
| 1 | 4200 & 6200 | SCC OH | 31-Dec-13 |
| 2 | 7100 & 9100 | G&A OH | 31-Dec-14 |
| 3 | 7200 & 9200 | SCC OH | 31-Dec-14 |
| 4 | 7110 & 9110 | G&A OH | 31-Dec-15 |
| 5 | 7210 & 9210 | SCC OH | 31-Dec-15 |

(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 three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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NOTE TO CONTRACTORS: EMPLOYEE CLASSES AND EQUIVALENT GOVERNMENT RATES CAN BE FOUND AT THE FOLLOWING DEPARTMENT OF LABOR AND OFFICE OF PERSONNEL MANAGEMENT WEBSITES -

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/SCADirectVers5.pdf>

GOVERNMENT EQUIVALENT GS LEVELS:

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/Vers5SCAIndex.pdf>

and OFFICE OF PERSONNEL MANAGEMENT:

<http://www.opm.gov/OCA/10tables/index.asp>

52.244-2 Subcontracts (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the 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: **Any new subcontracts not approved in the original task order award.**

(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.

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(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

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

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

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

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any 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: **L-3 Unidyne, Inc.; Research and Development Solutions, Inc.**

52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

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SECTION J LIST OF ATTACHMENTS

Exhibit "A": DD Form 1423 - Contract Data Requirements List (with Addendum)

Attachment 1: DD Form 254 - Contract Security Classification Specification

Attachment 2: Government Property Made Available Form (GFP)

Attachment 3: Performance Requirements Summary (PRS) Table