

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 14-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. Multiple	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307	CODE N63394	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS Technology 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-L602
			10B. DATED (SEE ITEM 13) 31-May-2011
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)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____	14-Sep-2011
		(Signature of Contracting Officer)	

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

The purpose of this modification is to provide incremental funding. This Order is subject to the provisions of FAR 52.232-22, Limitation of Funds. All other terms and conditions remain unchanged. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from

CLIN/SLIN	Type Of Fund	From	By	To
400012	WCF			

The total value of the order is hereby increased from

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Command Management Support Services (WCF)	1.0	LO		
400001	Funding Document No. 11365244 Planning Division Services - Code 102 (WCF)				
400002	Funding Document - 11740428 for Planning Division services for Code 102 (WCF)				
400003	Funding Document - 11740430 for Planning Division services for Code 102 (WCF)				
400004	Funding Document - 11730348 for Facilities Division Services for Code 107 (WCF)				
400005	Funding Document - 11740442 for Communications Office services for Code 003 (WCF)				
400006	Funding Document - 11730356 for Corporate Services Office services for Code 106 (WCF)				
400007	Funding Document - 11801188 for Office of Engineering and Technology services for Code 200 (WCF)				
400008	Funding Document - 11750679 for T				

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Department (WCF)

400009 Funding Document  
- 11801197 for  
OET  
Communications  
Technology  
services for Code  
210 (WCF)

400010 Funding Document  
- 11730361 for  
Workforce  
Development  
Office services  
for Code 105  
(WCF)

400011 Funding Document  
- 11730368 for  
Workforce  
Development  
Office services  
for Code 105  
(WCF)

400012 Funding Document  
- 12521134 for  
OET  
Communications  
Technology  
services for Code  
210 (WCF)

4100 Option Year One 1.0 LO  
Command  
Management  
Support Services  
(WCF)  
Option

4200 Option Year Two 1.0 LO  
Command  
Management  
Support Services  
(WCF)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
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6000 Command Management Support Services (WCF)		1.0 LO
600001 Funding Document - 11740431 for Planning Division services for Code 102 (WCF)		

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600002 Funding Document  
- 11730354 for  
Facilities  
Division services  
for Code 107  
(WCF)

600003 Funding Document  
- 11740443 for  
Communications  
Office services  
for Code 003  
(WCF)

600004 Funding Document  
- 11730358 for  
Corporate  
Services Office  
services for Code  
106 (WCF)

600005 Funding Document  
- 11801194 for  
Office  
Engineering and  
Technology  
services for Code  
200 (WCF)

600006 Funding Document  
- 11750693 for T  
Department (WCF)

600007 Funding Document  
- 11801196 for  
Office  
Engineering and  
Technology  
services (WCF)

600008 Funding Document  
- 11730364 for  
Workforce  
Development  
Office services  
for Code 105  
(WCF)

600009 Funding Document  
- 11740432 for  
Planning Division  
(WCF)

600010 Funding Document  
- 11730371 for  
Workforce  
Development ERP  
for Code 105  
(WCF)

600011 Funding Document  
- 11953186 for  
Transformation

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Office ERP  
Support (WCF)

6100 Option Year One 1.0 LO  
Command  
Management  
Support Services  
(WCF)  
Option

6200 Option Year Two 1.0 LO  
Command  
Management  
Support Services  
(WCF)  
Option

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

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

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

Other terms and conditions are in accordance with Section C of the Seaport-e Multiple Award Basic Contract.

**HQ B-2-0007** 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-2-0010 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. The base period of the task order will be Cost Plus Fixed Fee (CPFF) and (if options are exercised), the option periods will be CPFF.

#### **HQ B-2-0014 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)**

(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, "fixed fee" in cost-plus-fixed fee type contracts for completion and phase 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 equal to seven percent (7%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor

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shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

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

**(End of Text)**

#### **HQ B-2-0020 TRAVEL COSTS - ALTERNATE 1 (NAVSEA)(DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel cost 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 included 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 the 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 TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

This entire contract is cost plus fixed fee type.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Clauses Incorporated by Reference:

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

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

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

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

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

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

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

**(End of Text)**



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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal N00024-11-R-3089/P1037 dated 12 May 2011 in response to NAVSEA Solicitation No. N00024-11-R-3089.

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

**(End of Text)**

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

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

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

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

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

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or

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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.

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

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

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

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

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

**(End of Text)**

**HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL  
CONTRACT FILES (NAVSEA) (APR 2004)**

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

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(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

**(End of Text)**

## **STATEMENT OF WORK Management Support Services**

### **1.0 MANAGEMENT SUPPORT SERVICES FOR NAVAL SURFACE WARFARE CENTER, PORT HUENEME DIVISION (NSWC PHD).**

**1.1 SCOPE.** This Task Order shall provide Management Support Services comprising management, planning, analytical, and administrative support for PHD business operations, engineering, and logistics functions. These services are vital to Command policy development, decision-making, administration, and operation of management systems. The scope of the effort includes support to all areas of the Command, including the Office of Corporate Business, the Office of Engineering and Technology, the Office of Logistics, Command Staff, and PHD Line departments. Collaboration with all Departments and Offices of PHD and with the broader NSWC and NAVSEA organizations is required by every service sector and functional area listed herein.

**2.0 REQUIREMENT.** Management Support Services consist of various functional needs with corresponding specialty skills required in the following areas:

- 2.1 Public Affairs and related Support Services.
- 2.2 Continuous Process Improvement Support Services.
- 2.3 Facilities Engineering Support Services.
- 2.4 Financial Management Support Service.
- 2.5 Strategic Planning Support Services.
- 2.6 Workforce Development Support Services.
- 2.7 General Management Support Services (Refer to Section 11).
- 2.8 Section 3.0 through Section 10.0 detail the specific products and services required to be performed based on one or more of the specialty skillsets listed in 2.1 through 2.7.

### **3.0 CORPORATE PLANNING AND PROJECTS DIVISION SUPPORT (Code 102).**

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3.1 Develop and promulgate goals, objectives, and initiatives in accordance with Warfare Center and Command mission, vision, and strategic objectives.

3.2 Conduct strategic plans, program, and project reviews to include environmental scanning and assessment as well as development of planning concepts, policy statements, processes, guidance, POA&Ms, and other documentation.

3.3 Collect data and develop responses to PHD, NSWC, NAVSEA, and other sanctioned data calls/requests.

3.4 Coordinate Command objectives using team membership supplied by Command staff, Offices, or Line Departments.

3.5 Support Command initiatives involving customer, employee satisfaction, organizational and functional surveys. Conduct surveys, compile results, perform analysis, publish results, and reports as well as maintain historical records/documentation.

3.6 Collect and analyze information applicable to the Command, develop and present alternatives, and formulate recommendations.

3.7 Conduct research and analysis for development of technical and program planning documentation.

3.8 Review Navy and DoD plans, policies, instructions and procedures, analyze Command impacts, and prepare appropriate responses.

3.9 Provide planning, prioritization, and implementation support for PHD organizational studies, processes, and initiatives.

3.10 Assemble and prepare documentation and reports to support and reflect progress on Command requirements, goals, objectives, projects, action items, upcoming events, issues and concerns.

3.11 Develop, use, and post metrics to the Command Dashboard as required.

3.12 Draft and maintain updated Standard Operating Procedures for the Command, Offices, and Departments.

3.13 Provide data gathering services and develop reports using the Modern Defense Civilian Personnel Data System (DCPDS) data base in accordance with all privacy act regulations, policies, and procedures.

3.14 Provide research, data gathering, planning, and analysis of workforce data for use in dashboard metrics, workforce demographics, and projecting workforce end-strength.

3.15 Provide research, data gathering, and recommendations in preparing Equal Employment Opportunity (EEO) reports, e.g. MD715, Quarterly Accountability Metrics.

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3.16 Support Command planning and implementation of Enterprise Resource Program (ERP).

3.17 Support Command quality program planning, implementation, metrics collection, and application to state and/or national quality awards programs.

#### **4.0 FACILITIES DIVISION SUPPORT (Code 107)**

4.1 Develop Command facilities strategic plans covering all building and infrastructure needs.

Baseline the mission driven facility requirements by conducting Basic Facility Requirements (BFR) studies using Navy (P-80) standards and departmental inputs.

Update the Command's Facility Planning Documents (FPD) to reflect the current MILCON strategic plan.

Ensure Command's facility asset readiness is accurately reflected in the Navy models related to Condition, Capacity and Configuration.

Develop facility occupancy master plans to support Command objectives and strategic plans.

4.2 Support all phases of planned MILCON projects.

Prepare DD1391's using the Navy's Electronic Project Generator (EPG).

Prepare Economic Analysis using ECONPACK.

Prepare Integrated Priority Lists (IPLs).

Perform self ratings using latest Navy models for readiness scoring.

Prepare briefing materials.

Prepare costs estimates and alternative comparison analysis.

Review Navy's Shore Infrastructure Plans to ensure they support the Command's MILCON program.

4.3 Develop and update comprehensive Command facilities management and operations plan.

Conduct in-house facility assessment surveys.

Provide Sustainment, Restoration and Modernization (SRM) expenditure tracking and projections in accordance with Navy guidelines.

Support facility related data calls by reviewing requirements, gathering required data elements and reporting in required formats.

Prepare draft policies and processes for Facility operations as directed.

Prepare Facilities Utilities Shutoff Guide and Space Management Book.

Prepare Emergency Egress Plan drawings.

Prepare and provide status reports on work efforts (includes schedules, plans and estimates).

Provide AutoCAD Construction, Proposal, As-Built and/or Architectural drawings to support maintenance repair or construction project work.

Conduct site surveys to collect necessary data and drawings for project planning.

Track Facility Budget Execution progress and projections.

Create, compile and present Facility metrics.

Conduct Vulnerability Assessments for Facilities functional areas.

Prepare responses for facility related data calls.

Support Service Desk work induction process by monitoring incoming requests in the absence of the Service Desk Manager.

4.4 Support facility workspace utilization management.

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Provide cost/benefit analysis for optimization of space and proposed execution plans for relocation of people and assets.

Provide personnel and equipment move planning.

Coordinate command personnel moves for individuals as well as for large Command directed group moves.

Assist with coordination of furniture and construction reconfiguration projects.

Enhance Command's space management processes.

Conduct field surveys to determine quantity, condition and configuration of space and space related assets.

4.5 Provide administrative support for the Facilities Information System using the software program FAMIS. FAMIS is the command repository for on-site location of all personnel. FAMIS is populated with arriving, departing, and transferring personnel records. FAMIS can generate new building drawings/layouts and generating reports.

Provide Database Administration services (DBA) for Oracle 10g Release 2 database containing Command's Personnel, Space and Computer Asset Data.

Utilize the FAMIS tool to manage and maintain database accuracy and validity through continuous updates to reflect additions and/or changes in personnel, equipment, locations and space configurations.

Maintain existing and create new AutoCAD drawings of the Command's facilities as required following industry standards. Drawings include Architectural and FAMIS Source and Key Site.

Utilize FAMIS Facility Drawing Coordinator (FDC) to create data linked drawings published in Autodesk Map Guide.

Develop, maintain and enforce CAD Standards, Policies and Procedures.

Maintain Engineering Change Order and Document Control Record Programs to provide historical record of architectural changes to facilities and ensure accurate as-built drawings.

Conduct building surveys to verify architectural structure, furniture layout, personnel, NMCI, legacy, data and phone drop information.

Provide thematic graphic (drawing) and Database (Spreadsheet) reports using the FAMIS tool.

Maintain DADMS documentation to enable FAMIS and its "child" applications achieve approved or waiver status.

## **5.0 CORPORATE SERVICES DIVISION SUPPORT (Code 106)**

5.1 Perform role of Command instruction Focal Point for the Command Directive Issuance Systems.

5.2 Prepare monthly metrics on status of Command instructions undergoing review/revision.

5.3 Provide technical and process assistance to members of the Command assigned to draft and/or revise instructions.

5.4 Monitor instruction progress through the electronic or manual chop cycle.

5.5 Publish newly issued instructions.

5.6 Analyze Inter-Service Support Agreements (ISSAs) to ensure that costs are fair, reasonable,

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and timely. Recommend support functions that can be consolidated with Naval Base Ventura County (NBVC).

5.7 Administer Command copier program by tracking copier assets and reporting monthly usage and cost details. Disseminate email requests for usage information. Report monthly meter readings to Xerox via worksheet. Maintain records of changes, additions, and deletions of copier location. Update fiscal year and costs detail per agreement. Coordinate copier moves/removals.

5.8 Provide administrative assistance in managing the cell phone, blackberry, and calling card programs. Review invoices for accuracy. Maintain metrics on active units. Maintain records of phone user agreements and invoice payments. Generate reports and overviews.

5.9 Gather data, organize information, and perform physical inventories of NSWC PHD's Minor Property and Sponsor Owned Material assets. Provide inventory results and metrics.

5.10 Enter data into the Integrated Logistics System Management Information System (ILSMIS) database.

5.11 Maintain Minor Property and Sponsor Owned Material records, reconcile data, generate reports, and draft correspondence and presentations.

5.12 Conduct formal training sessions.

## **6.0 WORKFORCE DEVELOPMENT SUPPORT (Code 105)**

6.1 Design, develop, implement, and deliver various types training and employee development programs, available through various commercial and education sources. Provide support of existing development programs or the design of new ones, including development of training classes, educational programs (e.g., college degree programs), education and recruitment conferences, Computer Based Training (CBT) course development and web site documentation development.

6.2 Research, calculate, and deliver metrics for the Career Development Department. Support Training Tracker System and prepare the program for conversion to new system (i.e. clean databases and load prior fiscal year's rosters). Prepare Training Baseline Reports for employees.

6.3 Research and coordinate Next Generation Innovation Forums/Sentinel Forums in collaboration with the Office of Engineering and Technology.

6.4 Technically support the Competency Development Program by assisting users with connectivity issues and navigating through the program to successfully submit individual development plans and accomplishment reports.

6.5 Design and submit programming requests to the IT point of contact for changes in or additional features to the Competency Development Program and other employee developmental program files.

6.6 Process all data calls, statistics, and reports for the employee developmental programs.

6.7 Process all investment changes and additions in the Capital Asset Tracking System (CATS).



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6.8 Draft documents on matters pertaining to career development and its programs and present to management for review and acceptance. Draft presentations on training topics, prepare developmental course announcements, and compose brochures on training classes and symposiums being scheduled.

6.9 Ensure course materials and tools are made available for training classes. Schedule classroom availability. Arrange course availability announcements and schedules. Coordinate instructor availability and on-base access.

6.10 Provide Special writing assistance for awards and publications. Administer award programs and fact find for awards.

6.11 Research and coordinate Wellness events in conjunction with the Sentinel Teams. Coordinate events such as Weight Watchers, medical assessment tests, flu shots, etc.

6.12 Administer ERP training facilities, assuring coordination of instructors and over-the-shoulders support staff is available for students.

6.13 Provide assistance for cultural change efforts including coordination of training events and data gathering.

6.14 Administer the DAWIA program including keeping record of positions, record of employee certifications and dates for obtaining appropriate certification level, and record of continuous education requirements. Notify employees and management of schedule slippages and DAWIA program requirement changes. Record AWTAP tuition support program. Prepare briefing material on DAWIA program for presentation to employees and management involved with DAWIA.

## **7.0 COMMAND COMMUNICATION OFFICE SUPPORT (Code 03)**

7.1 Communication Office oversees the development, implementation and execution of the command communication strategy, planning and tactics for enterprise and national level initiatives across all target audiences.

7.2 Support services shall consist of public affairs support including: speechwriting, development of strategic communications plans, writing/editing support, photography support, design/layout/printing of monthly command publication and assistance in development of communication messages for PHD personnel.

7.3 The contractor will support all aspects of the operations of the communications office to include, but not be limited to, development of story ideas and themes, generation of messages and written articles; photography; exhibit support; presentation preparation; fostering relationships with media; developing and updating web presence; developing and maintaining brand awareness; planning and execution of a wide variety of outreach programs.

7.4 Communication Office Functional Support includes:

7.4.1 Examine PHD public affairs news, plans, procedures, strategies and issues, and report

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findings. Review Navy Playbook and NAVSEA Game Plan, when published, for incorporation of messages into PHD publications and events.

7.4.2 Develop and execute plans for media relations and support related to external media, including submissions to various local and Navy newspapers and publications. Responses to media must be made within twenty-four (24) hours of the request. Maintain up-to-date biographies for senior Command personnel.

7.4.3 Develop and execute plans for community relations and community relations events. Duties include developing agenda, invitation list, invitation design, flyers and announcements, welcome and thank you letters, VIP Packages, marquee announcements, photography, and set up and clean up for working lunches. Maintain master Command Invitation List. Sample events include: Official receptions and Annual National Engineers Week middle school event and Financial Literacy high school program. For ship visits: Plan and coordinate social aspects of ship visits, including foreign language translation for foreign ship visits. Plan and support:

- Multiple Ship visits at same time.
- Welcoming ceremonies and tours
- Barbeques and luncheons
- Welcome and thank you correspondence (including in native language)
- Design and presentation of gifts
- Remarks preparation (including in native language)
- Photographic support
- Community groups and school tours
- Press releases

7.4.4 Develop and execute plans for media relations and support related to external media. This includes: Submissions to Fleet Hometown News and various local and Navy newspapers and publications. Maintain up-to-date Leadership biographies for senior command personnel.

7.4.5 Coordinate, plan, and manage PHD sponsored and special events. This includes: logistics coordination, transportation, developing agenda, invitation list, invitation design, flyers and announcements, welcome and thank you letters, VIP Packages, marquee announcements, photography, and set up and clean up for working lunches. Sample events include:

- Changes of Command
- Retirement Ceremonies
- Distinguished Alumni Induction ceremonies
- Awards Ceremonies
- Official receptions
- Leadership Symposiums
- Annual Thanksgiving Potluck
- Warfare Center Leadership meetings
- VIP (Military, Civilian, and Politician) visits
- Command hosted conferences
- Command sponsored participation in conferences
- Command sponsored EEOC events
- Combined Federal Campaign

7.4.6 Coordinate PHD participation in tradeshow and conferences includes the creation of written

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materials and displays. This also includes written and graphic support to NAVSEA and NSWC in response to data calls for NAVSEA participation in tradeshow and expositions.

7.4.7 Provide services for ongoing PHD issue management and public affairs strategy (e.g. concerning the SWEF project). Support for NBVC Community Engagement events.

7.4.8 Develop public affairs management studies.

7.4.9 Facilitate employee communication through maintenance of information on the PHD portal and internet. Act as “Community Manager” and “Content Manager” for PHD portal (Command Home and Communications communities) to include updating postings and review of sites for continued accuracy and relevance. Prepare flyers and command announcements for posting to the portal. Update Command marquee daily to ensure timely messages are displayed.

7.4.10 Assist in policy development and compliance relative to public release of PHD information. Maintain files of requests and approvals of public release documentation.

7.4.11 Provide photography services. Includes taking photos, printing, mailing to visitors, and maintaining leadership, distinguished visitors, and awards ceremony boards.

7.4.12 Plan the content, schedule, design, research, layout, and write stories and coordinate the monthly publication of the Command newspaper. This includes preparing Commander and Technical Director monthly articles for their review and approval. Maintain the Command newspaper database for easy reference to subject material.

7.4.13 Research and prepare submission to annual publications and “NAVSEA Year in Review” and “NAVSEA On Watch”. Prepare Annual Command Operations Report for NSWC PHD and each of its detachments and submit reports to Navy Historical Center. Prepare special edition Command Anniversary publication for five year anniversaries.

7.4.14 Maintain the Command presentation library to include standardization of presentation templates, quick turnaround for access to and distribution of anything in the library, and updates as required. Task includes on-site support for presentations at planning sessions and meetings as well as maintenance and coordination of inputs and revisions, and print presentations for use by the Command.

7.4.15 Maintain public affairs materials including an electronic photo library, VIP packages, and media kits. Maintain command calendar of upcoming events and visitors. Retain file for historical purposes.

7.4.16 - Deleted.

7.4.17 Prepare a variety of reports for internal and external distribution. Samples include:  
NAVSEA Monthly Metrics report  
Weekly Executive Board report  
Monthly HOWGOZIT report for CO to NSWC  
Bi-Weekly Highlights to NSWC  
Weekly NAVSEA Newswire

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NAVSEA “Who’s On Watch”

NSWC “Activity book”

Responses to various NSWC and NAVSEA action items

7.4.18 Prepare official correspondence for Commander or Technical Director signature in military or civilian (business) format. Samples include:

Welcome and thank you letters on personal stationery

Formal letters on command letterhead

Letters of Appreciation

Military congratulatory letters with photo

Congratulatory and invitational letters to sponsors, politicians and community leaders

7.4.19 Order supplies and equipment via ILSMIS.

7.4.20 Prepare remarks and speeches for Commander, Technical Director, and other senior Command personnel.

## **8.0 TRANSFORMATION OFFICE MANAGEMENT SUPPORT (Code 019)**

8.1 Provide management support for PHD Continuous Process Improvement (CPI) Initiatives to include but not limited to Lean Six Sigma, SMART IDEA Program, Shingo and Value Engineering (VE). Specific duties include:

- a. Lean event scheduling
- b. Lean database management
- c. Lean metric reporting
- d. Support for input and report from the Continuous Process Improvement Management System (CPIMS)
- e. Research and analysis for CPI articles in PHD and NAVSEA publications
- f. SMART IDEAs research, documentation, and tracking
- g. Lean content management (e.g. portal, S Drive)
- h. Support for the annual Lean/CPI annual benchmark assessment
- i. Research and analysis required for Shingo and VE efforts
- j. Special projects

8.2 Provide management support for Knowledge Management (KM) Initiatives. Specific duties include:

- a. Strategy and planning development
- b. Assist in KM event execution
- c. Development of and capture of KM metrics

8.3 Provide management support for Enterprise Resource Planning (ERP) Initiatives. Specific duties include:

- a. Support for Organizational Change Management
- b. Assist in required process mapping
- c. Development of and capture of ERP metrics

8.4 Provide management support for the Lean Six Sigma College West Coast. Specific duties include:

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- a. Course instruction
- b. Planning and course development
- c. Administration support

## **9.0 FINANCIAL SERVICES SUPPORT (Code 07)**

9.1 Support maintenance of PHD Workload data management systems to include research, analysis, financial reconciliation with other PHD planning and financial systems, “what if” modeling, data entry, development of presentations and financial planning guidance documentation, reporting, and workload process recommendations.

9.2 Develop budget projections for PHD, office, or department strategic plans.

9.3 Develop methods and reports to track and allocate budgets.

9.4 Collect and load SEATASK budgeting, negotiating, and tracking data.

## **10.0 COMMAND DEPARTMENTS SUPPORT**

10.1 Finalize training schedules and sites.

10.2 Develop POA&M for assigned programs and targeted milestones. Participate in meetings and board panels in support of assigned program.

10.3 Perform data collection efforts for assigned programs. Review data for accuracy. Publish metrics.

10.4 Prepare Program Briefings on objectives, strategies and benefits of assigned programs/projects.

10.5 Perform document editing functions by reviewing, redlining, and marking up pages of test procedures. Provide markups for technical review before initiating formal change.

10.6 Prepare monthly Department and Sponsor financial tracking reports. Update records based on sponsor provided funding. Update WAW Packages.

10.7 Reconcile in-house funding records to command financial database.

10.8 Provide advance planning, installation/upgrade management, availability planning, and metric development. Obligate/monitor SEATASK funding expenditures. Maintain financial tracking spreadsheets.

10.9 OET Joint Battleforce & Command Support

Support to this office is actively engaged with classified information on a daily basis. The position requires access to SIPRNET for the purpose of viewing and using classified data. The position is involved in the setup and attendance to classified meetings in the area that the employee is assigned. Employee has access to STE phone. Contractor uses COMSEC material and equipment to support Secure Video Teleconferencing Operations at NSWC PHD, Bldg 1389 VTC and Bldg 3, Rooms 101 and 102 in San Diego, CA.

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The contractor must comply with all policy and procedures with regard to the proper handling, accountability, use and safeguarding of COMSEC material and equipment. Particular emphasis must be given to educating personnel in how to identify COMSEC Incidents and Practices Dangerous to Security (PDS). Prior to receiving or accessing COMSEC material or equipment the contractor must contact the PHD NSWC EKMS Manager in the Security Department.

## **11.0 GENERAL MANAGEMENT SUPPORT**

11.1 Develop briefings and presentations for Command staff, offices, and departments.

11.2 Develop, edit, and prepare PHD directives, policy, and notices for government review and release.

11.3 Develop, update, and maintain databases and metrics.

11.4 Provide advance planning, configuration management, maintenance planning, and metric development.

11.5 Gather data and generate reports, and provide status reports on assignments.

11.6 Provide assistance with planning evolutions to support conferences, meetings, visitors, and ceremonies.

11.7 Provide required graphics and design support for slides, presentations, and other written materials.

11.8 Support efforts to automate Command Dashboard metrics and improve quality in the output of all business processes.

11.9 Conduct, administer, and report on organizational and functional surveys involving various command topics, including customer and employee satisfaction surveys.

11.10 Provide Administrative support to weapons systems programs.

## **12.0 PERFORMANCE AND DELIVERY**

12.1 Monthly Status Report. Report shall include technical accomplishments and expenditures (labor hours, travel, and material) and a list of personnel working the task order by paragraph. Due to the Contracting Officer's Representative (COR) by the 10<sup>th</sup> of each month.

12.2 Monthly Financial Report. Report shall include rolled up as well as cost center level financial data showing labor hours used against authorized total; dollars expended against total authorized ceiling; comparison to individual funding lines provided by each cost center with emphasis on cost centers that may be in over/under funded status.

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12.3 Monthly Employee Location Report. Report shall name all contractor personnel, the assigned code/department/office/building number and security clearance status.

**PLACE OF PERFORMANCE:** Contractor personnel will perform all duties at Port Hueneme Division, Naval Surface Warfare Center (PHD NSWC), Port Hueneme, CA.

**13.0 HOURS OF OPERATION.** Contractor personnel will perform all duties at NSWC PHD Port Hueneme site. The standard hours of operation for NSWC PHD Port Hueneme site personnel shall be 0730-1630 Pacific Time, Monday-Friday. Hours of operation may be altered with no notice as necessitated by Force Protection posture or as a result of severe weather, disaster, fire, security incident or other similar emergency or event.

**14.0 SECURITY CLEARANCE.** All on-site contractor personnel shall maintain a security clearance level of SECRET. Clearance shall be maintained for the duration of the task order. A list of personnel and their security clearance validation will be provided to the COR no later than 20 business days following award and shall be updated monthly as personnel change.

**14.1 REQUIREMENT FOR ACCESS TO INTELLIGENCE.** All contractors and subcontractors shall comply in accordance with Director of Central Intelligence Directives (DCID 1/7), Security Controls on the Dissemination of Intelligence Information. Attached is a copy of the DCID 1/7 guidance for reference. Appropriate specifics are outlined on DCID 1/7, Section 6.0 to 15.0, pages 4-11, respectively. All SIPRNET account requirements as stated on the SOW constitutes compliance to DCID 1/7 guidance and procedures. Access to Sensitive Compartmented Information (SCI) and Non-SCI intelligence material defined and controlled by DCID 1/7 is hereby authorized by: Ms. Patricia Flanagan, PHD Senior Intelligence Officer. At the end or completion of this contract, the contractors and subcontractors must return all pertinent intelligence material documentations provided by the Government IAW DOD 5220.22-M (NISPOM). NOTE: Government approval is required PRIOR to subcontracting involving access to intelligence information. Failure to comply with these security requirements may result to termination of contract and reported as security violation to appropriate Intelligence Community authorities and NAVSEA HQ.

**14.2 OPERATIONS SECURITY (OPSEC).** The contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information as identified in the Critical Information (CI) List (see PHD NSWC DD 254 OPSEC Supplement), and the attached Critical Program Information (CPI) List if applicable. The contractor and all subcontractors shall employ the countermeasures listed in PHD NSWC DD 254 OPSEC Supplement in order to protect that information. Additional countermeasures may be employed as required. If an OPSEC Plan is provided, the contractor and all subcontractors shall comply with that plan. These OPSEC requirements will be in effect throughout the life of the contract from development through support. If required, the contractor and all subcontractors shall prepare their own OPSEC Plan IAW with the CDRL. All contractor and subcontractors shall comply with PHDNSWCINST 3432.1A Operations Security (provided upon contract award). All contractor and subcontractor personnel assigned to the contract shall complete the mandatory annual OPSEC training provided by the Government as stated on this contract by 30 September. All contractors and subcontractors will report to PHD NSWC the number of people trained, the number remaining to be trained, and the completion percentage by 15 October. Failure to comply may result to termination of contract and reported as non-compliant to NAVSEA OPSEC requirements. The contractor and all

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subcontractors shall comply with the Navy's Information Assurance and Personnel Security Requirements for Accessing Government Information Technology (IT) Systems.

**15.0 COMMON ACCESS CARD.** On-site contractor personnel are required to have Common Access Cards (CACs). The contractor will provide the COR with specific personnel information to allow the COR to initiate CAC application, as well as, authorize contractor personnel on-site base privileges via the Naval Base Ventura County PASS Office. The contractor is responsible for ensuring the return of CACs upon termination of the employee, or at the conclusion of the performance period.

15.1 On-site contractor personnel shall follow PHD check-in and check-out procedures.

15.2 On-site contractor personnel granted access to the NMCI network will be required to complete Navy Information Assurance (IA) or comparable training, at the Government's discretion (assumed annually), and complete and sign an appropriate IA form to be granted continued access to Government information technology networks.

15.3 Contractor personnel occupying PHD facilities and contractor personnel who routinely visit PHD facilities, may, at the Government's discretion, be required to sign a Non-Disclosure Agreement (NDA) to protect any unclassified Government financial or other business sensitive information they may become aware of through proximity to Government personnel and spaces. If required, the COR shall issue NDAs to the contractor, who will return signed NDAs to the COR within three business days.

**16.0 OFFICE SPACE AND FURNISHING.** Contractor personnel occupying PHD facilities shall be provided workspace for performance of the task. Location will be determined by the government and will be co-located with government personnel working in the same area. Government spaces will be allowed rent-free and will be comparable to that provided co-located Government personnel. Cubical spaces will be provided with office furnishings of desk, chairs, and file cabinets. Navy-Marine Corps Intranet (NMCI) computers and telephones will be provided for official use only by contractor personnel. Contractor personnel shall be responsible for complying with security regulations regarding telephone, e-mail and Internet use.

## **17.0 Deleted**

**18.0 PERSONNEL REQUIREMENTS.** The offeror shall provide resumes for Key Personnel. By submitting an offer, the contractor certifies that all required key personnel identified in its proposal meet the desired personnel qualifications listed below. The offeror must submit information that all key personnel proposed by the offeror have a current Secret security clearance or a plan to obtain Secret clearance prior to performance of work. Interim Secret clearance is acceptable.

Personnel shall be responsive in responding to changing work assignment and requirements. They must be able to work well with people at all levels both internal and external to PHD, as well as, have customer service skills. They must possess working knowledge of Microsoft Office Suite and be savvy in use of Internet for research and information gathering. Employees must exhibit initiative on the job, have good organizational skills, and be capable of responding to multi-tasking. All employees shall have mastery of professional level written and oral communication in English.



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## SECTION D PACKAGING AND MARKING

### SHIP TO INFORMATION:

Packaging and Marking shall be in accordance with Section D of the Seaport-e Multiple Award IDIQ contract.

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

All unclassified data 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.

**(End of Text)**

#### **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 Prime Contractor
- (2) Contract Number
- (3) Contract dollar amount
- (4) Whether the contract was competitively or non-competitively awarded

(5) Sponsor: Robert J. Boyd, Code 100  
 (Name of Individual Sponsor)  
Port Hueneme Division, Naval Surface Warfare Center  
 (Name of Requiring Activity)  
Port Hueneme, CA  
 (City and State)

**(End of Text)**

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract for Cost Plus Fixed Fee Orders and supplemented by the Quality Assurance Surveillance Plan (QASP) for this task order.

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

#### **1. PURPOSE**

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure the systematic quality assurance methods are used in the administration of the performance based service order. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the order. A properly executed QASP will assist the Government in achieving the objectives of this procurement.

#### **2. AUTHORITY**

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative.

#### **3. SCOPE**

The QASP is put in place to provide Government surveillance oversight of the contractor's efforts to assure that they are timely, effective and are delivering the results specified in accordance with the Statement of Work.

The contractor's performance on this task order will be evaluated by the Government as described below.

The first evaluation will cover the period ending nine months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under this task order. For the first period and each subsequent twelve-month period, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. For each period, the Contracting Officer's Representative (COR) will obtain performance assessments from the various cost centers obtaining services under the contract. The COR will provide the Contracting Officer an assessment of performance and satisfaction by the cost centers. Based on the evaluation, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" performance rating for the period evaluated, the next option period will not be exercised.

#### **4. GOVERNMENT RESOURCES AND RESPONSIBILITIES**

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The following Government resources shall have responsibility for the implementation of this QASP:

**Contracting Officer** – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor’s performance.

**Contract Specialist**– An individual assigned by the PCO to assist in the daily administration of the contract. The Specialist also provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

**Contracting Officer’s Representative** –The COR is responsible for technical administration of the contract and assures proper Government surveillance of the contractor’s performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government’s behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

## 5. METHODS OF QA SURVEILLANCE

**a. QASP** - The below listed methods of surveillance shall be used by the COR in the technical administration and the PCO/Contract Specialist in non-technical administration of this QASP. The QASP will be the prime determinant in exercising the option.

**b. Contractor Performance Assessment Report System (CPARS)** – A past performance evaluation using CPARS format will be performed at the end of each year of performance. This evaluation will be one determinant in exercising an option. The CPARS will grade quality of product or service, schedule, cost control, business relations, and management of personnel.

## 6. DOCUMENTATION

Performance ratings reflecting failures to meet Acceptable Quality Level (AQL) will not be assigned unless the Government has notified the contractor of the quality problem, except for services, products, data deliverables and other contracted actions occurring at the end of a rating period (base period or option period, if exercised) thereby allowing no practical time for such notification before determination of a rating.

The Government will notify the contractor, verbally or in writing, whenever performance fails to meet the AQL; if the failure to meet the AQL is of a severity to warrant a possible Unsatisfactory rating, the Government will notify the contractor of that possibility in writing. The contractor shall take appropriate steps to bring performance back to AQL standards, if time permits before the end of the rating period.

If the contractor disagrees with the Government notification that AQL was not met, the contractor shall respond in writing why the contractor believes AQL was met or what mitigating circumstance(s) the contractor believes warrant relief from the AQL standard.

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If the Government disagrees with the contractor's reply, the final determination of whether the AQL was met will be made by the contracting officer. The contracting officer will document the determination and inform the contractor in writing.

Remedies (Prior to Overall Rating). Upon notification to the contractor that performance fails to meet AQL, the Government may at its discretion require the contractor, at no additional charge to the Government, to:

- Correct the quality deficiencies identified;
- Re-perform the work at no additional cost to the Government; or
- If mission requirements preclude both (a) and (b), to return the Government all fee associated with the work not meeting AQL.

## 7. SURVEILLANCE

The tables below set forth the performance ratings, standards, outcome and surveillance methods to document the results of the surveillance on an annual basis as well as interim and informal reviews (i.e.IPRs) on a more frequent basis.

(a) Performance Ratings: The Government will evaluate the contractor's performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Satisfactory
- (3) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

**TABLE 1: OVERALL PERFORMANCE RATINGS**

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

**TABLE 2: OBJECTIVES**

Assessment Period	Acceptable Performance Definition	How Measured	Outcome
Base:	All measurement areas rated at least "Satisfactory".	After the first nine months using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of option 1.*  (-) Does not meet the acceptable performance definition as a condition for exercise of an option 1.*

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Option I:	All measurement areas rated at least "Satisfactory".	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option. 2.*  (-) Does not meet the acceptable performance definition as a condition for exercise of an option. 2.*
Option II:	All measurement areas rated at least "Satisfactory".	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option 3.*  (-) Does not meet the acceptable performance definition as a condition for exercise of an option 3.*
Option III:	All measurement areas rated at least "Satisfactory". Two or more areas rated "Excellent". See Below.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option 4.*  (-) Does not meet the acceptable performance definition as a condition for exercise of an option 4.*
Option IV:	All measurement areas rated at least "Satisfactory". Two or more areas rated "Excellent". See Below.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	Final CPARS ratings.

\* The Government will not exercise the next option year term unless the contractor meets the acceptable performance definition.

(c) Performance Evaluation Criteria. The contractor's performance will be evaluated using the criteria and standards provided for each objective, and identified in Tables 3 and 4.

(d) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Determining Official, and the TOM.

(e) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this task order such as a Contractor Performance Assessment Reporting System (CPARS) report.

**TABLE 3: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS**

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
		Written end-product	

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PRODUCT CONTENT ACCURACY AND COMPLETENESS	Documentation does not satisfy the government requirement without complete rewrite or major edits because of omission. The Government may have to intercede to prepare the document satisfactorily. Numerous and/or detailed edits required to develop releasable document. Grammatical content is not recognized as good English language usage. Content is not complete, does not contain proper references. Product does not satisfy the assigned requirement.	meets the requirements and details of the assignment. Document was researched for adherence to policies; provides current references; uses proper English grammar, and meets the customer's requirement. Documentation may require minimal government edits for clarity or accuracy of terms, but these changes are minor in nature and do not impact the content of the original end product.	No changes required, excepting minor edits for content or grammatical purposes. End product exceeds customer's requirement and is recognized as a product of quality. Contractor coordinated document preparation with customer to ensure final product was in keeping with customer requirement and to minimize questions that would impact final product content and purpose.
METRICS DATA ACCURACY AND COMPLETENESS	Metrics data fails to represent reportable topic. Metrics presentation is not readily understandable without considerable, unanticipated, supporting verbal commentary. Metrics data is not traceable to source material or doesn't match source material. Contractor did not communicate with Government to resolve potential confusion on metrics intent, resulting in failure to meet customer expectations for providing accurate metrics.	Metrics data is accurate as submitted. Submitted product may require some format modifications to meet government need but these edits are minor and in themselves don't challenge the original data presented.	No changes required for metrics data presented. All edits are minor for format purposes. All numeric data is correct, accurate, up-to-date, and representative of the topic presented. Metrics data, spreadsheets, and numeric reporting contain up-to-date information for the reportable period. Contractor's work of highest caliber incorporating all pertinent data required. Contractor displays exceptional knowledge of metric requirement. Metric data is complete, clear, concise, technically accurate and easily understood. Any corrections are very minor in nature and are expeditiously corrected. Contractor exceeds customer expectations for satisfying requirement.
PRODUCT DELIVERY SCHEDULE	Delivery dates are missed and/or product requires major rework to be satisfactory with much time required to correct input. Product is submitted to end user past required due date, notwithstanding, corrections to document that make it acceptable.	Delivery is on required date. Product may require some minor rework to be satisfactory; additional minor amount of time may be required for rework, but rework is not deemed necessary because of deficiency by contractor in developing original product.	Delivery is consistently before required date. Rework is not required, excepting minor grammatical issues or document formats to facilitate customer's use. Lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information between contractor and government in order to exceed required delivery dates.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

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**TABLE 4: PERFORMANCE REQUIREMENTS SUMMARY TABLE**

<b>Task Area</b>				
<b><u>SOW Paragraph</u></b>	<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level (AQL)</b>	<b>Quality Surveillance Plan Typical Monitoring Methods</b>
<b>3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0</b>	(a) Products provided by contractor personnel shall comply with all procedures, schedules and requirements specified in the statement of work. Where specific procedures are not identified in this PWS, the contractor shall conform with standard business practices for the type and quantity of services provided.	(a) Products are technically accurate, grammatically correct, contains necessary details, and satisfies the original assignment. Documents and revisions are delivered IAW agreed upon schedules and content.	(a) Products do not require major rewrites, utilize poor grammar, or contain insufficient content to satisfy the original assignment. Any required edits do not require more than two (2) review/comment/approval cycles to meet acceptance of documents are submitted without need for substantial content changes, simply needing edits to conform to the receiver's taste in terminology.	(a) Visual observation by government office for which services are provided.
<b>3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0</b>	(b) Deliverable products are entered into databases accurately and timely IAW tasking guidance. Classification and distribution markings, safety statements, and other warnings and instructions are complete, accurate and legible where required.	(b) Database information is complete; all data fields are completed or updated as required; the data is accurate and traceable to source documentation.	(b) Database entry errors are rare and cannot be attributed to negligence of the employee responsible for preparing the data.	(b) Visual observation by government office for which services are provided.
<b>3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0</b>	(c ) Data deliverables are properly provided on schedule as specified in tasking guidance.	(c ) Data deliverables are delivered IAW established due date.	(c )Data deliverables are submitted on time; Government is forewarned on data deliverable delays to allow for alternate solutions to be developed.	(c) Visual observation by government office for which services are provided.

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## SECTION F DELIVERABLES OR PERFORMANCE

Deliveries or performance shall be in accordance with the Section D of the SeaPort-e Multiple Award IDIQ contract for Cost Plus Fixed Fee (CPFF) Task Orders. Exercise of any options depends upon the exercise of the options of the basic contract under the SeaPort-e MAC Contract.

The following FAR clauses are included by reference:

52.242-15      Stop Work Order                      AUG 1989  
52.242-15      Stop Work Order – Alt 1              APR 1984

### CLIN – DELIVERIES OR PERFORMANCE

The planned period of performance for each Task Order period is shown below. A final performance schedule will be incorporated at time of award.

CLINs	Period	Performance
4000/6000	Base Period	1 July 2011 – 30 June 2012
4100/6100	Option 1	1 July 2012 – 30 June 2013
4200/6200	Option 2	1 July 2013 – 30 June 2014

Services to be performed hereunder will be provided at the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD).

Specific projects/work areas/Technical Instructions may have unique delivery schedules. These schedules will be identified by Technical Instructions and are considered as contractually binding as if they were incorporated herein.



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## SECTION G CONTRACT ADMINISTRATION DATA

### POINTS OF CONTACT FOR THIS ORDER

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

##### CONTRACTING OFFICER'S REPRESENTATIVE:

Robert J. Boyd  
4363 Missile Way, Bldg. 445  
Port Hueneme, CA 93043  
[robert.j.boyd@navy.mil](mailto:robert.j.boyd@navy.mil)  
805-228-0610

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

**(End of Text)**

##### CONTRACTING OFFICE POINTS OF CONTACT:

##### CONTRACTING OFFICER:

Kittie Ellison  
4363 Missile Way, Bldg. 1215  
Port Hueneme, CA 93043  
[cathleen.ellison@navy.mil](mailto:cathleen.ellison@navy.mil)  
805-228-0601

##### CONTRACT SPECIALIST:

Yolanda Ontiveros-Duncan  
4363 Missile Way, Bldg. 1215  
Port Hueneme, CA 93043  
[Yolanda.ontiveros@navy.mil](mailto:Yolanda.ontiveros@navy.mil)  
(805) 228-0427

Defense Contract Audit Agency (DCAA)  
DODAAC: HAA05B  
9444 Balboa Ave, Suites 320  
San Diego, CA 92123-7304

Defense Contract Management Activity (DCMA)

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DODACC: S0514A  
7675 Dagget Street, Suite 200  
San Diego, CA 92111-2241

Other terms and conditions are in accordance with Section G of the SeaPort-e Multiple Award basic contract.

## **HQ G-2-0002 CONTRACT ADMINISTRATION DATA**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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**(End of Text)**

## **PHD NSWC - POST AWARD MEETING**

- (a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held (TBD at contract award).
- (b) The contractor will be given at least five working days notice prior to the date of the conference by the Contracting Officer.
- (c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

## **HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)**

- (a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy

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DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document(s) (*contracting officer check all that apply*)

- ☐ Invoice (FFP Supply & Service)
- ☐ Invoice and Receiving Report Combo (FFP Supply)
- ☐ Invoice as 2-in-1 (FFP Service Only)
- ☒ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- ☐ Receiving Report (FFP, DD250 Only)

-

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N63394</u>
Admin DODAAC	<u>S0514A</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	<u>N63394</u>
Service Acceptor DODAAC	<u>N63394</u>
Service Approver DODAAC	<u>N63394</u>
Ship To DODAAC	<u>N63394</u>

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DCAA Auditor DODAAC

HAA05B

LPO DODAAC

N63394

Inspection Location

DESTINATION

Acceptance Location

DESTINATION

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in 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 ODCs (materials and travel), by line item task or subtask. 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 and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

<b>Send Additional Email Notification To:</b>
<b>robert.j.boyd@navy.mil</b>

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the local WAWF point of contact Karen Dawley (805) 228-0921 or [Karen.dawley@navy.mil](mailto:Karen.dawley@navy.mil)

**(End of Text)**

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## WAGE DETERMINATION

The Department of Labor current Wage Determination for Ventura, California, Wage Determination No. 2005-2071 Revision 12, dated 06/15/2010 is provided as attachment (6) to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your labor cost proposal.

NOTE: Escalation of rates in the option years for labor categories under the SCA is not allowable. If a new wage determination is incorporated via issuance of a modification, adjustment may be made to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of the new wage determination. Any adjustment will be limited to increases or decreases in wage and fringe benefits, and the accompanying increase or decrease in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Accounting Data  
SLINID PR Number Amount  
-----  
400001 11365244  
LLA :  
AA 97X4930 NH1K 000 77777 0 063394 2F 000000 7SY11020S1ME  
DIRECT LABOR

BASE Funding  
Cumulative Funding

MOD 01 Funding  
Cumulative Funding

MOD 02

400002 11740428  
LLA :  
AA 97X4930 NH1K 000 77777 0 063394 2F 000000 7SY11020S1ME  
FS: Other  
FED: Non-expiring  
For Planning Division services for Code 102

400003 11740430  
LLA :  
AB 97X4930 NH1K 000 77777 0 063394 2F 000000 7001102001MP  
FS: Other  
FED: Non-expiring  
For Planning Division Services for Code 102

400004 11730348  
LLA :  
AC 97X4930 NH1K 000 77777 0 063394 2F 000000 7SY1107006XA  
FS: Other  
FED: Non-expiring  
For Facilities Division Services for Code 107

400005 11740442  
LLA :  
AD 97X4930 NH1K 000 77777 0 063394 2F 000000 7SY1003001GA  
FS: Other  
FED: Non-expiring  
For Communications Office Services for Code 003

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400006 11730356

LLA :

AE 97X4930 NH1K 000 77777 0 063394 2F 000000 7SY1106005BA

FS: Other

FED: Non-expiring

For Corporate Services Office services for Code 106

400007 11801188

LLA :

AF 97X4930 NH1K 000 77777 0 063394 2F 000000 6XF221IND7AC

FS: Other

FED: Non-expiring

For Office Engineering and Technology services for Code 200

400008 11750679

LLA :

AG 97X4930 NH1K 000 77777 0 063394 2F 000000 6001T0KTR7AC

FS: Other

FED: Non-expiring

For T Department

400009 11801197

LLA :

AH 97X4930 NH1K 000 77777 0 063394 2F 000000 7XF221IND2CA

FS: Other

FED: Non-expiring

For Office Engineering and Technology services for Code 210

400010 11730361

LLA :

AJ 97X4930 NH1K 000 77777 0 063394 2F 000000 7SY1105004B1

FS: Other

FED: Non-expiring

For Workforce Development Office services for Code 105

400011 11730368

LLA :

AK 97X4930 NH1K 000 77777 0 063394 2F 000000 70417CSBP1MP

FS: Other

FED: Non-expiring

For Workforce Development Office services for Code 105

600001 11740431

LLA :

AA 97X4930 NH1K 000 77777 0 063394 2F 000000 7SY11020S1ME

FS: Other

FED: Non-expiring

For Planning Division services for Code 102

600002 11730354

LLA :

AC 97X4930 NH1K 000 77777 0 063394 2F 000000 7SY1107006XA

FS: Other

FED: Non-expiring

For Facilities Division services for Code 107

600003 11740443

LLA :

AD 97X4930 NH1K 000 77777 0 063394 2F 000000 7SY1003001GA

FS: Other

FED: Non-expiring

For Communications Office services for Code 003

600004 11730358

LLA :

AE 97X4930 NH1K 000 77777 0 063394 2F 000000 7SY1106005BA

FS: Other

FED: Non-expiring

For Corporate Services Office services for Code 106

600005 11801194

LLA :

AF 97X4930 NH1K 000 77777 0 063394 2F 000000 6XF221IND7AC

FS: Other

FED: Non-expiring

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For Office Engineering and Technology services for Code 200

600006 11750693

LLA :

AG 97X4930 NH1K 000 77777 0 063394 2F 000000 6001T0KTR7AC

FS: Other

FED: Non-expiring

For T Department

600007 11801196

LLA :

AH 97X4930 NH1K 000 77777 0 063394 2F 000000 7XF221IND2CA

FS: Other

FED: Non-expiring

For Office Engineering and Technology services

600008 11730364

LLA :

AJ 97X4930 NH1K 000 77777 0 063394 2F 000000 7SY1105004B1

FS: Other

FED: Non-expiring

For Workforce Development Office services for Code 105

600009 11740432

LLA :

AB 97X4930 NH1K 000 77777 0 063394 2F 000000 7001102001MP

FS: Other

FED: Non-expiring

For Planning Division

600010 11730371

LLA :

AK 97X4930 NH1K 000 77777 0 063394 2F 000000 70417CSBP1MP

FS: Other

FED: Non-expiring

For Workforce Development ERP for Code 105

MOD 02 Funding

Cumulative Funding

MOD 03

600011 11953186

LLA :

AK 97X4930 NH1K 000 77777 0 063394 2F 000000 70417CSBP1MP

FS: Other

FED: Non-expiring

For Transformation Office ERP support

MOD 03 Funding

Cumulative Funding

MOD 04 Funding

Cumulative Funding

MOD 05

400012 12521134

LLA :

AH 97X4930 NH1K 000 77777 0 063394 2F 000000 7XF221IND2CA

FS: FY0

FED: 31DEC2049

WCD: 31DEC2049

LABOR CLIN 4000, CODE 210

MOD 05 Funding

Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

Special contract requirements (Section H Clauses) shall be in accordance with Section H of Seaport-e Multiple Award IDIQ contracts for CPFF Task Orders and as describe below.

### NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

### MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by start date of task order performance. **An offeror not meeting all of these requirements (or not having acceptable plans for meeting the requirements by task Order award) will not be considered as eligible for award.** In addition, all mandatory requirements must be maintained through the life of the order. The mandatory requirements are in the following areas:

- 1. Personnel Security Clearance**
- 2. OCI Certification/Mitigation Plan**

**Personnel Security Clearance:** Contractor personnel shall obtain at minimum a security clearance level of SECRET to work on this task order and a security clearance level of TOP SECRET on a task-specific basis. The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, Attachment 4 herein.

**Organizational Conflict of Interest (OCI):** The offeror shall certify compliance with OCI clause outlined in Section C or provide an acceptable mitigation plan to neutralize any actual or perceived organizational conflict of interest. Offerors should include any and all conflicts with other vendors related to this Solicitation. If it is believed that conflicts of interest are either real or perceived, a mitigation plan shall be developed and submitted as part of your proposal submission. If no conflict is apparent, the offeror shall clearly state so in their offer.



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## CONSENT TO SUBCONTRACT

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

## **FAR 52.219-14 LIMITATION ON SUBCONTRACTING (DEC 1996)**

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—
  - (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

## **PHD NSWC CONTRACTOR'S LEAN PARTICIPATION REQUIREMENT**

The contractor may be required to participate in Government conducted Value Stream Analyses (3 days) or Rapid Improvement Events (5 days). The contractor will be given at least 30 days notice before requested participation. Contractor expenses incurred during these events will be paid by the government. After a Rapid Improvement Event, the contractor shall implement any identified process improvements and report associated cost savings to the government. In addition, the contractor shall report contractor generated process improvements (not resulting from government conducted lean events) and report associated cost savings to the government.

## **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

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be references to the appropriate sections of the FAR/DFARS.

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

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

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

**(End of Text)**

#### **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 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>

**(End of Text)**

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

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(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:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ESTIMATED ALLOTTED TO FEE</u>	<u>PERIOD OF PERFORMANCE</u>
400001			01 July 2011 - 30 June 2012

BASE PERIOD

CLIN 4000 - 01 July 2011 - 30 June 2012

CLIN 6000 - 01 July 2011 - 30 June 2012

OPTION 1

CLIN 4100 - 01 July 2012 - 30 June 2013

CLIN 6100 - 01 July 2012 - 30 June 2013

OPTION 2

CLIN 4200 - 01 July 2013 - 30 June 2014

CLIN 6200 - 01 July 2013 - 30 June 2014

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

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

(End of Text)

**5252.237-9106 SUBSTITUTIONS 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

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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) calendar 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.

## **REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD PORT HUENEME**

Monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and Air Dominance Department branch-level organizational code supported.

## **CERTIFICATION OF NON-DISCLOSURE STATEMENT**

Contractor shall provide to the PCO Non Disclosure Statements (Attachment J.2) from all contractor personnel working on-site at NSWC PHD Port Hueneme upon start of work in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and branch-level organizational code supported.

**WAGE DETERMINATION** – The Department of Labor wage determination for Ventura County, California is provided as Attachments J.6 to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your direct labor cost proposal.

## **252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)**

(a) Definitions.

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of million and uses Fiscal Year 2010 funds.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a

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condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)

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## SECTION I CONTRACT CLAUSES

Contract Clauses shall be in accordance with the SeaPort-e Multiple Award basic contract for Cost Plus Fixed Fee Task Orders and as describe below:

### CLAUSES BY REFERENCE:

52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS	SEP 2009
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-11	OZONE DEPLETING SUBSTANCES	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.244-2	SUBCONTRACTS (ALTERNATE I)	JUN 2007
52.244-6	SUBCONTRACT FOR COMMERICAL ITEMS	JUN 2010
52.244-6	SUBCONTRACT FOR COMMERICAL ITEMS (ALT I)	JUN 2010
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-24	LIMITATION OF LIABILITY—HIGH VALUE ITEMS	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
252.215-7003	EXCESSIVE PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT	APR 2007
252.215-7004	EXCESSIVE PASS-THROUGH CHARGES	APR 2007
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR 1993
252.223-7004	DRUG-FREE WORK FORCE	SEP 1988

### CLAUSES BY FULL TEXT:

#### **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

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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)

## STATEMENT OF CORRELATION – DOL WAGE CATEGORIES

The following represents the Government correlation of RFP labor categories to the Department of Labor (DoL) Wage Categories. This correlation is provided to assist offerors in preparing realistic price proposal and to assist offerors in complying with the Service Contract Act (SCA). Offerors who fail to propose in accordance with this clause may risk rejection or the cost proposal will be adjusted for cost realism. Offerors are reminded that compliance with the SCA and DoL Wage Determination is mandatory and any evidence of noncompliance will be forwarded to the DoL.

LABOR CATEGORY	DoL OCCUPATION TITLE	SCA CODE
Writer	Technical Writer III	30463

### 52.222-49 Service Contract Act -- Place of Performance Unknown (May 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: Ventura, CA. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 10 days prior to solicitation closing date.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of Clause)

### 52.215-23 Limitations on Pass-Through Charges (Oct 2009)

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

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor

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or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor,” as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Reporting.* Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

(End of clause)



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**(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.

CLIN	OPTION PERIOD	LATEST OPTION EXERCISE DATE
4100/6100	Option 1	01 July 2012
4200/6200	Option 2	01 July 2013

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

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

**(End of Clause)**

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

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used,

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together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

**(End of clause)**

## **52.244-2 SUBCONTRACTS (June 2007)**

(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:

N/A

(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.

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- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate 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 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 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 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:  
Vaughn Management & Services  
Serco, Inc.

(End of clause)

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## SECTION J LIST OF ATTACHMENTS

DD 254 and Continuation Pages

Wage Determination No. 2005-2071 Revision 12 dated 06/15/2010

Revised DD 254 and Continuation Pages