

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE 03-Jun-2019	4. REQUISITION/PURCHASE REQ. NO. See Section G	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 3373 Crane IN 47522-5001	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151	CODE S2404A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI, Inc.-Federal 14370 Newbrook Drive Chantilly VA 20151	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4030 / N0002417F3000
[X]	10B. DATED (SEE ITEM 13) 02-Feb-2017
CAGE CODE 1QU78	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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Funding - 52.232-22; NAVSEA 5252.232-9104

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(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 1) Obligate funds. Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$35,168,552.08 by \$1,080,552.32 to \$36,249,104.40.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
720107	O&MN,N	0.00	1,060,000.00	1,060,000.00
7207AC	FMS	0.00	20,552.32	20,552.32

The total value of the order is hereby increased from \$44,483,166.00 by \$0.00 to \$44,483,166.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7201	9,545,165.00	(20,552.32)	9,524,612.68
7207AC	0.00	20,552.32	20,552.32

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7207AC		6/3/2019 - 2/2/2020

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		TBD)					
700301	R707	Funding for Services in support of CLIN 7003 (SCN)					
700302	R707	Funding for Services in support of CLIN 7003 (O&MN,N)					
700303	R707	Funding for Services in support of CLIN 7003 (RDT&E)					
700304	R707	Funding for Services in support of CLIN 7003 (RDT&E)					
7004	R707	Year 1: Base Year - Labor Operations Support (Task 4), PEO Aircraft Carriers (See Note B) Text added to fix a pdf issue. (Fund Type - TBD)		LH			\$786,991.00
700401	R707	Funding for Services in support of CLIN 7004 (SCN)					
700402	R707	Funding for Services in support of CLIN 7004 (O&MN,N)					
700403	R707	Funding for Services in support of CLIN 7004 (RDT&E)					
700404	R707	Funding for Services in support of CLIN 7004 (O&MN,N)					
7005	R707	Year 1: Base Year - Surge PEO Aircraft Carriers Support (See Notes B and D) (Fund Type - TBD)		LH			\$1,016,157.44
7006		Base Year FMS Support Services UK					\$203,996.00
7006AA	R707	10 USC 2410(a) Authority is hereby invoked. Funding in support of Base Year Task 4 FMS India. (FMS Case #XX-X-XXX)		LH			\$203,996.00
7007		Base Year FMS Support Services UK					\$659,288.00
7007AA	R707	Funding in support of Base Year Task 4 FMS UK (FMS Case #UK-P-FBT)		LH			\$659,288.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7008	R707	Year 1: Base Year - Labor (Fund Type - TBD)		LH			\$10,859,643.64
700801	R707	Task 1 PM (RDT&E)					
700802	R707	Task 1 PM (RDT&E)					
700803	R707	Task 2 LCS (RDT&E)					
700804	R707	Task 2 LCS (RDT&E)					
700805	R707	Task 3 BFM (RDT&E)					
700806	R707	Task 4 OPS (RDT&E)					
700807	R707	Task 1 PM (RDT&E)					
700808	R707	Task 4 OPS NAVAIR (OPN)					
700809	R707	Task 4 OPS NAVAIR (WCF)					
700810	R707	Task 4 OPS NAVAIR (O&MN,N)					
700811	R707	Task 1 PM (7001) (SCN)					
700812	R707	Task 2 LCS (7002) (SCN)					
700813	R707	Task 4 OPS (7004) & Task 3 BFM (7003) (SCN)					
700814	R707	Task 4 OPS (7004): NAVAIR (O&MN,N)					
700815	R707	Task 1 PM (7001) (SCN)					
700816	R707	Task 2 LCS (7002) (SCN)					
700817	R707	Task 3 BFM (7003) (SCN)					
700818	R707	Task 3 BFM (7003) (SCN)					
7101	R707	Year 2: Option Year 1 - Labor Program Management Support (Task 1), Life Cycle Support (Task 2), Business and Financial Management Support (Task 3), and Operations Support (Task 4) PEO Aircraft Carriers (See Notes B and C) (Fund Type - TBD)		LH			\$14,022,110.23
710101	R707	Funding in support of Task 1 PM. (SCN)					
710102	R707	Funding in support of Task 2 LCS. (SCN)					
710103	R707	Funding in support of Task 3 BFM. (SCN)					
710104	R707	Funding in support of Task 4 OPS. (SCN)					
710105	R707	Funding in support of Task 1 PM. (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710106	R707	Funding in support of Task 1 PM. Increase funding from \$55,560 by \$3,399,294.08 to \$3,454,854.08 on MOD 11 (RDT&E). (RDT&E)					
710107	R707	Funding in support of Task 1 PM. Increase funding from \$90,000 by \$1,992,051 to \$2,082,051 on MOD 11 (RDT&E.) (RDT&E)					
710108	R707	Funding in support of Task 4 OPS. (OPN)					
710109	R707	Funding in support of Task 4 OPS. (RDT&E)					
710110	R707	Funding in support of Task 4 OPS. (WCF)					
710111	R707	10 USC 2410(a) Authority is hereby invoked. Funding in support of Task 1 PM. (O&MN,N)					
710112	R707	10 USC 2410(a) Authority is hereby invoked. Funding in support of Task 2 LCS. (O&MN,N)					
710113	R707	Funding in support of Task 1 PM. (SCN)					
710114	R707	Funding in support of Task 1 PM. (O&MN,N)					
710115	R707	Funding in support of Task 1 PM. (OPN)					
710116	R707	Funding in support of Task 1 PM. (OPN)					
7102	R707	Year 2: Option Year 1 - Labor Life Cycle Support (Task 2), PEO Aircraft Carriers (See Notes B and C). Moved to CLIN 7101. (Fund Type - TBD) Option		LH			\$0.00
7103	R707	Year 2: Option Year 1 - Labor Business and Financial Management Support (Task 3), PEO Aircraft Carriers (See Notes B and C). Moved to CLIN 7101. (Fund Type - TBD) Option		LH			\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7104	R707	Year 2: Option Year 1 - Labor Operations Support (Task 4), PEO Aircraft Carriers (See Notes B and C). Moved to CLIN 7101. (Fund Type - TBD) Option		LH			\$0.00
7105	R707	Year 2: Option Year 1 - Surge PEO Aircraft Carriers Support (See Notes B, C, and D) (Fund Type - TBD) Option		LH			\$1,031,125.00
7106		Option Year 1 FMS Support Services INDIA					\$190,000.00
7106AA	R707	10 USC 2410(a) Authority is hereby invoked. Funding in support of Option Year 1 FMS India OPS. (FMS Case #XX-X-XXX)		LH			\$190,000.00
7107		Option Year 1 FMS Support Services UK.					\$502,426.00
7107AA	R707	10 USC 2410(a) Authority is hereby invoked. Funding in support of FMS UK OPS. (FMS Case #UK-P-FBT)		LH			\$502,426.00
7201	R707	Year 3: Option Year 2 - Labor Program Management Support (Task 1), Labor Life Cycle Support (Task 2), Labor Business and Financial Management Support (Task 3), and Labor Operations Support (Task 4), PEO Aircraft Carriers (See Notes B and C). (Fund Type - TBD)		LH			\$9,524,612.68
720101	R707	Funding in support of labor for Task 1-4. (SCN)					
720102	R707	Funding in support of labor for Task 1-4. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N)					
720103	R707	Funding in support of labor for Task 1-4. (OPN)					
720104	R707	Funding in support of labor for Task 1-4.					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(OPN)					
720105	R707	Funding in support of labor for Task 1-4. (SCN)					
720106	R707	10 USC 2410(a) Authority is hereby invoked. Funding in support of labor for Task 1-4. (O&MN,N)					
720107	R707	10 USC 2410(a) Authority is hereby invoked. Funding in support of labor for Task 1-4. (O&MN,N)					
7202	R707	Year 3: Option Year 2 - Labor Life Cycle Support (Task 2), PEO Aircraft Carriers (See Notes B and C). Moved to CLIN 7201. (Fund Type - TBD) Option		LH			\$0.00
7203	R707	Year 3: Option Year 2 - Labor Business and Financial Management Support (Task 3) (See Notes B and C). Moved to CLIN 7201. (Fund Type - TBD) Option		LH			\$0.00
7204	R707	Year 3: Option Year 2 - Labor Operations Support (Task 4), PEO Aircraft Carriers (See Notes B and C). Moved to CLIN 7201. (Fund Type - TBD) Option		LH			\$0.00
7205	R707	Year 3: Option Year 2 - Surge PEO Aircraft Carriers Support (See Notes B, C and D) (Fund Type - TBD) Option		LH			\$1,045,271.00
7207		Option Year 2 FMS Support Services UK					\$829,976.32
7207AA	R707	Funding in support of Task 4-FMS (FMS Case #UK-P-FBT)		LH			\$617,424.00
7207AB	R707	Funding in support of Task 4-FMS. (FMS Case #xx-x-xxx)		LO			\$192,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7207AC	R707	Funding in support of Task 4-FMS. (FMS Case #UK-P-FBT)		LO			\$20,552.32
7301	R707	Year 4: Option 3 - Labor Program Management Support (Task 1), Labor Life Cycle Support (Task 2), Labor Business and Financial Management Support (Task 3), and Labor Operations Support (Task 4), PEO Aircraft Carriers (See Notes B and F) (Fund Type - TBD) Option		LH			\$10,503,472.00
7302	R707	Year 4: Option 3 - Labor Life Cycle Support (Task 2), PEO Aircraft Carriers (See Notes B and F). Moved to CLIN 7301. (Fund Type - TBD) Option		LH			\$0.00
7303	R707	Year 4: Option 3 - Labor Business and Financial Management Support (Task 3), PEO Aircraft Carriers (See Notes B and F). Moved to CLIN 7301. (Fund Type - TBD) Option		LH			\$0.00
7304	R707	Year 4: Option 3 - Labor Operations Support (Task 4), PEO Aircraft Carriers (See Notes B and F). Moved to CLIN 7301. (Fund Type - TBD) Option		LH			\$0.00
7305	R707	Year 4: Option 3 - Surge PEO Aircraft Carriers Support (See Notes B, D and F) (Fund Type - TBD) Option		LH			\$1,060,238.00
7401	R707	Year 5: Option 4 - Labor Program Management Support (Task 1), Labor Life Cycle Support (Task 2), Labor Business and Financial Management Support (Task 3), and Labor Operations Support (Task 4), PEO Aircraft Carriers (See Notes B and F) (Fund Type - TBD)		LH			\$10,658,151.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7402	R707	Year 5: Option 4 - Labor Life Cycle Support (Task 2), PEO Aircraft Carriers (See Notes B and F). Moved to CLIN 7401. (Fund Type - TBD)		LH			\$0.00
		Option					
7403	R707	Year 5: Option 4 - Labor Business and Financial Management Support (Task 3), PEO Aircraft Carriers (See Notes B and F). Moved to CLIN 7401. (Fund Type - TBD)		LH			\$0.00
		Option					
7404	R707	Year 5: Option 4- Labor Operations Support (Task 4), PEO Aircraft Carriers (See Notes B and F). Moved to CLIN 7401. (Fund Type - TBD)		LH			\$0.00
		Option					
7405	R707	Year 5: Option 4 - Surge PEO Aircraft Carriers Support (See Notes B, D, and F) (Fund Type - TBD)		LH			\$1,075,863.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Cost
9000	R707	Year 1: Base Year - ODC in support of CLIN(s) 7001-7005 (See Note E) (Fund Type - TBD)	1.0	LO	\$860,814.00	
900001	R707	ODC Funding for Services in support of CLIN(s) 7001-7005 (SCN)				
900002	R707	ODC Funding for Services in support of CLIN(s) 7001-7005 (O&MN,N)				
900003	R707	ODC Funding for Services in support of CLIN(s) 7001-7005 (RDT&E)				
900004	R707	ODC Funding for Services in support of CLIN(s) 7001-7005 (O&MN,N)				
900005	R707	ODC Funding for Services in support of CLIN(s) 7001-7005 (RDT&E)				
900006	R707	ODC Funding for Services in support of CLIN 7008. (SCN)				
900007	R707	ODC in support of CLIN 7008. (SCN)				
9001		Base Year FMS Support Services UK				\$85,839.00

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9001AA	R707	Funding in support of Base Year Task 4 FMS UK (FMS Case #UK-P-FBT)	1.0	LO	\$85,839.00	
9002		Base Year FMS Support Services India			\$10,000.00	
9002AA	R707	10 USC 2410(a) Authority is hereby invoked. Funding in support of Base Year Task 4 FMS India (FMS Case #XX-X-XXX)	1.0	LO	\$10,000.00	
9100	R707	Year 2: Option Year 1 - ODC in support of CLIN(s) 7101-7105 (See Notes C and E) (Fund Type - TBD)	1.0	LO	\$851,494.00	
910001	R707	ODC in support of CLIN 7101. (SCN)				
910002	R707	10 USC 2410(a) Authority is hereby invoked. ODC IN SUPPORT OF CLIN 7101. (O&MN,N)				
910003	R707	ODC in support of CLIN 7101. (RDT&E)				
910004	R707	ODC in support of CLIN 7101. (RDT&E)				
9101		Options Year 1 FMS Support Services UK.			\$110,000.00	
9101AA	R707	10 USC 2410(a) Authority is hereby invoked. Funding in support of FMS UK ODC. (FMS Case #UK-P-FBT)	1.0	LO	\$110,000.00	
9102		Option Year 1 FMS Support Services India.			\$10,000.00	
9102AA	R707	10 USC 2410(a) Authority is hereby invoked. Funding in support of FMS India ODC. (FMS Case #XX-X-XXX)	1.0	LO	\$10,000.00	
9200	R707	Year 3: Option Year 2 - ODC in support of CLIN(s) 7201-7205 (See Notes C and E) (Fund Type - TBD)	1.0	LO	\$868,308.00	
920001	R707	Funding in support of ODC. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N)				
920002	R707	Funding in support of ODC. (SCN)				
920003	R707	Funding in support of ODC. 10 USC 2410(a) Authority is hereby invoked. (O&MN,N)				
9201		Option Year 2 FMS Support Services UK			\$118,000.00	
9201AA	R707	Funding in support of FMS UK ODCs (FMS Case #UK-P-FBT)	1.0	LO	\$110,000.00	
9201AB	R707	Funding in support of ODC-FMS India (FMS Case #xx-x-xxx)	1.0	LO	\$8,000.00	
9300	R707	Year 4: Option 3 - ODC in support of CLIN(s) 7301-7305 (See Notes E and F) (Fund Type - TBD)	1.0	LO	\$1,001,771.00	
		Option				
9400	R707	Year 5: Option 4 - ODC in support of CLIN(s) 7401-7405 (See Notes E) (Fund Type - TBD)	1.0	LO	\$1,017,423.00	
		Option				

NOTE A: NOT SEPARATELY PRICED

Price included in the price of Labor CLIN(s). Offeror shall propose for this Line Item(s). CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

NOTE B: LEVEL OF EFFORT

For all Labor Items, Offerors shall propose man-hours specified in Section B to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF

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FEES(S) (LEVEL OF EFFORT - ALTERNATE 1) clause and LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010) clause apply to these Items. Subcontractor Labor shall be billed under these line items.

NOTE C: OPTION

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

NOTE D: SURGE

The Contractor shall perform and deliver studies, planning analysis. projects process improvements and/or excursions as related to the Statement of Work as listed in Section C if Surge and Special Studies options are exercised and Technical Instructions (TIs) are issued for work under these CLINs. The Government shall coordinate with the Contractor the specific tasks to be accomplished by documenting them in TIs that will be issued to the Contractor. No work shall be performed under SURGE AND SPECIAL STUDIES line items without a TI signed by the Government Contracting Officer and the Contracting Officer's Representative (COR).

In the event the Government does not elect to exercise the Option Items, the appropriate ceiling and level of effort (man-hours) may be realigned under the Labor CLIN for each Task identified in the Statement of Work.

NOTE E: OTHER DIRECT COST

The Government estimates ODCs inclusive of travel costs for this Task Order for the Base Year to be no more than \$915,000 (CLIN 9000), no more than \$930,000 in Option Year 1 (CLIN 9100), no more than \$945,000 in Option Year 2 (CLIN 9200), no more than \$960,000 in Option 3 (CLIN 9300), and no more than \$975,000 in Option 4 (CLIN 9400). This Government estimate must be included in, and form the basis for, Section B of the offer for each ODC CLIN, and Offerors shall apply any applicable burdens on top of the Government estimate. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not to allowable indirect costs or burdens.

NOTE F: Deleted

FIXED FEE INSTRUCTIONS:

Applicable to all Fixed Fee Line Items (All labor CLINs)

Cost and Fee amounts for Fixed Fee CLINS can be found in the table below. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable). If COM is proposed necessary columns may be added.

Fixed Fee Table					
	Hourly Rates				
CLIN	Qty (Hrs)	Fixed Fee/Hr (Rate)	Estimated Costs/Hr (Rate)	Fixed Fee	Estimated Costs
7001					
7002					
7003					
7004					
7005					
7006					

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7007					
7008					
7101					
7105					
7201					
7205					
7301					
7305					
7401					
7405					

*Note that the discrepancy between the Fixed Fee Table and Section B is due raising the ceiling because of the cost overrun.

CLAUSES INCORPORATED IN FULL TEXT:

CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire contract is cost type.

<u>Line Item</u>	<u>Contract Type</u>
7001, 7002, 7003, 7004, 7005, 7006, 7007, 7008, 7101, 7105, 7201, 7205, 7301, 7302, 7303, 7305, 7401, 7405	CPFF
9000, 9100, 9200, 9300, 9400	Cost-Only

HQ B-2-0007 LIMITATION OF COST OR LIMINATION OF FUNDS LANGUAGE

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

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

Applicable to CLINS: 7001, 7005, 7006, 7007, 7008 and if exercised 7101, 7105, 7201, 7205, 7301, 7305, 7401, and 7405)

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this

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

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

Applicable to ODC CLINs (9000, 9100, 9200, 9300, and 9400)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs: (i) travel at U.S. Military Installations where Government transportation is available, (ii) travel performed for personal convenience/errands, including commuting to and from work, and (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

SMALL BUSINESS SUBCONTRACTING

If the prime contractor is not itself a small business, it is required to subcontract at least 25% of the total direct labor costs under this task order to small business concerns. Subcontracting performance shall be reported in accordance with H5 of the MAC.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

A. GENERAL INFORMATION

The Program Executive Officer for Aircraft Carriers (PEO Aircraft Carriers) is tasked with supporting the design, development, construction, modernization and life cycle management of Aircraft Carriers for the Navy. PEO Aircraft Carriers has dual responsibilities reporting to the Assistant Secretary of the Navy (RDA) and Commander, Naval Sea Systems Command. The purpose is to identify specific requirements to cover the full range of functional support necessary for Aircraft Carrier cradle to grave support. Current efforts in these programs include system design, equipment design, integrated product and process development, acquisition, construction, fleet introduction, enterprise knowledge management, maintenance, modernization, overhaul and disposal associated with ships, weapon systems, and equipment. The Contractor shall provide support to PEO Aircraft Carriers, Program Offices PMS 312, PMS 378 and PMS 379, at the Washington Navy Yard (WNY), Washington, DC. The Contractor shall provide forward thinking, innovative, and well integrated/coordinated support for all PEO Aircraft Carriers tasks that best supports the responsibility to satisfy current and future Navy needs for Aircraft Carriers. The Contractor shall supply a full range of professional support services across all of PEO Aircraft Carriers highly interrelated product lines in the areas of Program Management Support, Life Cycle Support, Financial & Business Support, and Operational Support. The Contractor's overarching execution of this contract effort shall be accomplished from a global Aircraft Carriers perspective. This is defined as the ability to recognize the interdependencies and interrelationships among the PEO Aircraft Carriers component organizations, PMS 312, 378 and 379 Programs, as well as the requirement to effectively integrate the matrix support areas of Program Management, Life Cycle, Business & Financial, and Operational support across critical areas. This managerial concept is of paramount importance to PEO Aircraft Carriers as it underlies the business methodology of the entire PEO Aircraft Carriers support organization, defines its structure, and indicates its overall effectiveness in accomplishing mission objectives. As PEO Aircraft Carriers programs are in different stages of the acquisition process, the scope of support required shall encompass all phases of the Acquisition Life Cycle/Defense Acquisition Management Framework. This ranges from Pre-Systems Acquisition (Concept Refinement & Technology Development Phase), Systems Acquisition (System Development & Demonstration Phase and Production & Deployment Phase), and Sustainment (Operations & Support Phase) and Decommissioning/Inactivation. The contract shall be funded using SCN, RDT&E, O&MN, OPN and other customer funds as appropriate. Unless otherwise specified in Technical Instructions (TIs), support services shall be provided at the Contractor's facility, in the Washington DC Metropolitan area. The Contractor shall have the support team in place and fully functioning within 6 weeks after award of the contract or exercise of a contract option. The Contractor shall execute the scope of work that provides for high quality, timely and well-integrated support services while incorporating the proper mix of personnel that shall demonstrate the most effective use of man-hours.

B. GENERAL REQUIREMENTS

1. The Contractor shall be proficient in MS Office 2000 or higher software version that match versions currently in use within the Program Executive Office, including but not limited to MS

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Word, MS PowerPoint, MS Excel, MS Visio, MS Project, MS Access and Adobe Acrobat Exchange.

2. The Contractor shall provide graphics support to include, but not limited to: the production of briefing slides, metric charts, program schedules, organizational charts as required. All deliverables shall be consistent with Microsoft Office and Project Management software versions currently utilized by PEO Aircraft Carriers.
3. The Contractor shall provide capability to archive and store historical documentation.
4. The Contractor shall receive, log and track classified documents up to the SECRET level. Test & Evaluation support may be at the TOP SECRET (TS) level., which will require the contractor to obtain a Top Secret Clearance.
5. The Contractor shall protect all information and ensure it is handled in accordance with Government regulations. Control on dissemination of sensitive information that is not classified will comply with Level II U-NNPI requirements where applicable.
6. The Contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PEO Aircraft Carriers and PEO Aircraft Carriers team members. MS Outlook mail is preferred in order to communicate and coordinate meetings and schedules with PEO Aircraft Carriers. The Contractor shall have the capability to interface and access Navy Data Environment (NDE), Enterprise Resource Planning (ERP) and PEO CV-Integrated Data Environment (IDE).
7. The Contractor and all subcontractors shall support the PEO Aircraft Carrier Management Operating System (MOS) and provide weekly activity logs as required and MOS support.
8. The Contractor and all subcontractors shall execute both an individual and company non-disclosure agreement with Huntington Ingalls Industries – Newport News Shipbuilding (HII-NNS) as applicable to PEO Aircraft Carriers (Annually or as required).
9. The Contractor shall provide Unclassified conference facilities located within a 2 mile radius of the WNY for holding Government sponsored meetings, teleconferencing, video conferencing and briefings for PEO Aircraft Carriers program personnel. The Contractor's conference rooms should be able to accommodate at least 50 people and be able to support at least 2 meetings simultaneously.
10. The Contractor shall provide a facility capable of storing and safeguarding classified documentation when directed by the Government.
11. The Contractor shall prepare and review draft correspondence, naval messages, issue papers, point papers, instructions, speeches, articles, presentations, and briefings and other correspondence as required.
12. All data/deliverables/services produced under this contract shall become the property of the

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Government.

C. SPECIFIC REQUIREMENTS

1. SECURITY: See Attachment 1, DD254
2. FACILITY: See Attachment 1, DD254
3. PERSONNEL:
 - a. Personnel shall be U.S. citizens (exceptions on a case-by-case basis with prior government approval).
 - b. Senior and Mid-Level staff shall require SECRET clearances; Test & Evaluation support personnel must be eligible for TOP SECRET clearances.
 - c. Junior staff and some administrative staff may have CONFIDENTIAL clearances.
4. PERFORMANCE STANDARDS:
 - a. The delivery requirements shall be consistent with needs of the mission as identified by the Contracting Officer's Representative (COR).
 - b. Deliverables including studies, analysis, presentations and technical and status reports shall be factually accurate and complete, reflect high quality and adhere to due dates and deadlines.
 - c. Services shall reflect innovative, technological, and management techniques employed to increase efficiencies and control cost.

STATEMENT OF WORK TASKING:

1.0 PROGRAM MANAGEMENT SUPPORT TASKS

CLINS 7001, 7101, 7201, 7301 and 7401

1.1 Program Management Support

The contractor shall provide comprehensive program management support for a variety of activities related to the acquisition, modernization, and life cycle support of Aircraft Carriers and their embedded systems. This effort includes direct support for managers of ship construction, overhaul, modernization, and de-activation programs, as well as programs to deliver key Aircraft Carrier-based technologies such as aircraft launch and recovery systems, aviation support systems, integrated warfare systems, combat systems, C4I systems, and integrated networks.

1.1.1 The contractor shall develop, validate and provide schedules in Microsoft Project format for Aircraft Carrier Program Management activities and major acquisition event planning. Provide printed and electronic versions of Gantt and PERT Network schedules, including

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appropriate Critical Path displays. Maintain schedules up to date with progress and required changes, perform Critical Path analyses and “what-if” scenario analyses, advise managers when critical path activities under their cognizance are falling behind, and recommend corrective actions to resolve schedule problems. Provide managers with metrics appropriate for determining progress and schedule adherence. Provide recommendations concerning major schedule revisions and execute revisions as necessary. Provide informal training or assistance to other personnel in use of Microsoft Project applications.

1.1.2 The contractor shall provide business planning in such areas as Core Equity establishment and updating, Program Office workload analysis and Program Office future workload projections. Provide written reports of analyses performed; provide inputs for development of required plans and funding/budget strategies.

1.1.3 The contractor shall draft documentation and briefing material as needed to support milestone decisions, program reviews, forums, congressional inquiries, and related events.

1.2 Cost Estimation Support

1.2.1 The contractor shall assist in the development and maintenance of procurement cost estimates in the customer required format and, if required using other tools/models as appropriate. Identify data, including ship and ship systems technical and cost information, to be gathered and analyzed in order to meet any new requirements. Collect and analyze data to develop and/or update Cost Estimating Relationships (CERs) and factors, applying results to update the customer cost models including Ship Construction Model, the Operations and Support Model, and the Program Life Cycle Cost Estimate (PLCCE).

1.2.2 The contractor shall utilize best-practice cost estimating techniques and update program cost estimates based upon Earned Value Management System (EVMS) data provided in shipbuilder cost reports.

1.2.3 The contractor shall maintain the Program Office Estimate (POE) worksheets and track the POE by budget submission. The POE shall be broken down by P-5 category as well as by Program Element and Appropriation. Worksheets shall be provided in support of all budget submissions. Keep budget track notebooks up-to-date, to include tracking of the POE through all budget submissions and program budget decisions (PBDs). Maintain binders containing documentation for all budget submissions, including P-5, Ship Construction Basic reports, escalation runs, etc. and all other supporting documentation such as PBDs, reclaims, etc.

1.2.4 Under the guidance of the SEA 05C Cost Estimating Group (CEG) team, the contractor shall assist in developing, preparing, and updating Program Life Cycle Cost Estimates (PLCCE) needed to support, defend and justify Aircraft Carrier modernization and acquisition programs. The PLCCE is updated at each acquisition milestone and shall contain documentation of all program changes occurring since the previous milestone.

1.2.5 The contractor shall assist in developing program estimates in response to force structure excursions, funding alternatives, program profile changes, etc., and maintain

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comprehensive documentation of all estimates.

1.3. Program Manager (PM) Support

1.3.1 In support of the Program Office Program Manager, the contractor shall provide support in the development of acquisition approaches and strategies which satisfy the requirements for all Aircraft Carriers Detail Design and Construction, Overhaul Advance Planning and Execution, Modernization, Life Cycle support, the Warfare System and Ship Systems. Draft and provide programmatic reports in the form of briefings, papers, and answers to questions by management on such topics as construction, schedule, contract issues, strategies, incentives and funding allocations for advanced planning and execution, weapon system development and integration.

1.3.2 The contractor shall provide administrative support of Government issued and approved Statements of Work for the Advance Procurement, Research and Development, and Detail Design, Modernization, Overhaul, Life Cycle support and Construction Contracts. This administrative support is composed of version control, maintenance of historical files, development of templates and organizing government technical input into a draft product for Program Manager approval.

1.3.3 The contractor shall provide administrative support of Government issued and approved evaluation criteria for any incentive or award sections of contract solicitations. This administrative support is composed of version control, maintenance of historical files, development of templates and organizing government technical input into a draft product for Program Manager approval.

1.3.4 The contractor shall provide support for any Technical Advisory Reviews (TARs) of proposals resulting from solicitations to the shipbuilder.

1.3.5 The contractor shall provide assistance for any Integrated Baseline Reviews (IBR) resulting from new contracts being awarded or major modifications to existing contracts.

1.3.6 The contractor shall provide administrative support of Government issued and approved shipbuilding statements of work for Technical Instructions (TI). This administrative support is composed of version control, maintenance of historical files, development of templates and organizing government technical input into a draft product for Program Manager approval.

1.3.7 The contractor shall assist the Government in evaluation of the shipbuilder's contract funds status report (CFSR) and cost performance report (CPR).

1.3.8 The contractor shall provide assistance in an analysis of funds expended and status of remaining funds.

1.3.9 The contractor shall assist the program management and technical support in response to any Requests for Equitable Adjustment (REA).

1.4. Contract Data Management Support

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1.4.1 The contractor shall provide assistance in the management of deliverables provided in accordance PEO Aircraft Carrier contracts.

1.4.2 The contractor shall assist to develop and maintain Data Management Plans as required.

1.4.3 The contractor shall provide administrative support of Government issued and approved Contract Data Requirements Lists (CDRLs). This administrative support is composed of version control, maintenance of historical files, development of templates and organizing government technical input into a draft product for Program Manager approval.

1.4.4 The contractor shall assist in maintaining and monitoring systems that track contract deliverable data for any Aircraft Carrier acquisition contract.

1.4.5 The contractor shall assist in the preparation of contract modifications as required to update CDRLs.

1.5. Test and Evaluation Support

1.5.1 The contractor shall keep abreast of program requirements, provide analysis/applicability to Aircraft Carrier acquisition strategy, update and maintain existing Test and Evaluation (T&E) planning documentation (Test and Evaluation Master Plan (TEMP) 1610, Modeling and Simulation Master Plan, Operational Requirements Document (ORD), etc.), facilitate planning meetings, coordinate and develop presentations for internal status meetings, and coordinate and develop briefings to other organizations and higher authorities.

1.5.2 The contractor shall assist in updating the TEMP 1610 bi-annually. These revisions shall include the latest schedules, system descriptions, resources, test events, etc. Coordinate with the T&E WIPT to include DOT&E, USD (AT&L), DASN Ships, OPNAV, COMOPTEVFOR and appropriate Navy activities and Labs. This portion of the task is up to the Top Secret security level.

1.5.3 The contractor shall assist in development of required T&E documents that provide the overall test strategy, and associated program objectives of the Aircraft Carrier Warfare System in support of the ORD for Future Aircraft Carrier CVN 78 Class Interoperability requirements. These documents shall be a roadmap for integrated simulation, test and evaluation plans, schedules and resource requirements necessary to accomplish a test and evaluation program that demonstrate the Warfare System meets the Interoperability requirements. The contractor shall coordinate with PEO (IWS), SPAWAR, NCTSI and JITC to ensure it has access to the latest information. This portion of the task is up to the Secret security level.

1.5.4. The contractor shall assist with the generation of the TEMP 1610 with the LFT&E Management Plan, Developmental Test Plans, Surrogate Test Plans, the Verification, Validation & Accreditation Plan, Vulnerability Assessment Report (VAR) and facilitate conduct of at least four T&E Working Integrated Project Team (WIPT) meetings annually. This portion of the task is up to the Top Secret security level.

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1.5.5 The contractor shall assist the Government in up to six T&E related meetings annually. This includes, arranging facilities, drafting meeting minutes, and coordinating action items, disseminating minutes/action items, and tracking action items responses. This portion of the task is up to the Top Secret security level.

1.5.6 The contractor shall coordinate with the shipbuilder, Huntington Ingalls Industries (HII) and NAVSEA 05V, on test and evaluation issues as required.

1.5.7 The contractor shall support T&E Integrated Product Teams (IPT) and subordinate IPTs (Command and Control, External Communications, Systems Engineering and Information Infrastructure, etc.) related to Aircraft Carrier T&E.

1.5.8 The contractor shall maintain database including coordination of entries for the lessons learned program.

1.5.9 The contractor shall facilitate conduct of additional T&E meetings, as required.

1.6. Earned Value Management Analysis Support

1.6.1 The contractor shall provide comprehensive Earned Value Management (EVM) support to include Contractor Performance Report (CPR) analysis, EVM process development, independent EAC development and analysis, Integrated Baseline Review (IBR) support, EVM training, and Contractor Software and Data Report (CSDR) analysis as required.

1.7. Risk Management Support

1.7.1 The contractor shall provide comprehensive management support of established PEO Aircraft Carrier risk management processes.

1.7.2 The contractor shall draft, update, and/or maintain program Risk Management Plan(s).

1.7.3 The contractor shall develop and provide periodic training in risk management processes.

1.7.4. The contractor shall determine program requirements for a risk management system database.

1.7.5. The contractor shall assist in various program reviews and activities as required to identify and document program risk areas and assess the viability of proposed mitigation plans.

1.7.6 The contractor shall prepare agendas for, facilitate the execution of, and document proceedings of regularly scheduled risk boards.

1.7.7 The contractor shall document results of risk management processes in program reports and briefings as required.

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1.8. Government-furnished Equipment (GFE) and Information (GFI) Support

1.8.1. The contractor shall provide comprehensive support to program GFE and GFI Managers in their management of government furnished material provided to the shipbuilder in accordance with Aircraft Carrier contracts.

1.8.2 The contractor shall assist Participating Activity Resource Managers (PARM) to identify and resolve any risks or issues related to the delivery of GFE and GFI in accordance with contract requirements.

1.8.3 The contractor shall assist the Government as required with a wide variety of GFE and GFI documentation, to include Schedules A, B, and/or C; Ship Planning Documents (SPD); bilateral Program Manager (PM-to-PM) agreements; and related documents.

1.8.4 The contractor shall assist the evaluation of cost estimates provided by PARMs on Government Furnished Equipment/Mission System Cost Estimates for Surface Ships, Combatants and Submarines.

1.8.5 The contractor shall assist to develop and maintain GFE/GFI management metrics.

1.8.6 The contractor shall prepare agendas for, facilitate the execution of, and document proceedings of PARM program reviews.

1.8.7 The contractor shall assist the management of the GFE/GFI Enhanced Management System (GEMS) database as required.

1.9. Configuration Management Support

1.9.1 The contractor shall provide comprehensive support to the Aircraft Carriers Configuration Manager(s) to maintain accurate technical and contractual baselines of the ships under contract.

1.9.2 The contractor shall draft Change Orders and any supporting documents for Government approval.

1.9.3 The contractor shall track the status of change proposals in process.

1.9.4 The contractor shall develop and maintain configuration management metrics.

1.9.5 The contractor shall support revisions to shipbuilding specifications and related documents as required by the applicable contract.

1.10 Chief Technology Officer Support

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1.10.1 The Contractor shall support the PEO Carriers Chief Technology Officer (CTO) in the areas of Aircraft Carrier Technology New Technology, Science and Technology (S&T) Program Analysis, Small Business Innovative Research (SBIR) program, and other ongoing and emerging technology related efforts necessary in support of the PEO Aircraft Carrier goals and objectives. The Contractor shall perform the following:

1.10.1.1 Aircraft Carrier Technology efforts

1.10.1.1.1 Coordinate among the acquisition, Fleet, research and development (R&D) and science and technology (S&T) communities to manage a technology insertion process for continuous Aircraft Carrier transformation. Provide draft technology prioritization and investment recommendations for government review and approval to ensure a continuing S&T foundation.

1.10.1.1.2 Coordinate and support the development of the Aircraft Carrier technology vision and associated capabilities aligned with (Office of the Secretary of Defense (OSD) and Navy Policies.

1.10.1.1.3 Develop and coordinate R&D and S&T roadmaps that articulate the value of Aircraft Carrier technology investments in terms of contributions to OSD policy and the Navy's vision and resource allocation framework.

1.10.1.1.4 Provide assistance in developing S&T priorities. Coordinate with OPNAV, ONR, DARPA, and other S&T sources to articulate PEO Aircraft Carriers Technology priorities for S&T investment.

1.10.1.1.5 Assist in developing integration roadmaps that coordinate the priorities and alignment of S&T and R&D investment, acquisition and insertion of advanced capabilities into the new construction Aircraft Carriers and back-fits to existing Aircraft Carriers where appropriate.

1.10.1.1.6 Assist with developing presentations and other materials to communicate the PEO Aircraft Carriers Technology plans to Navy, OSD and Congressional leadership.

1.10.1.1.7 Coordinate reviews of PEO Aircraft Carriers Technology efforts to identify process improvements where appropriate.

1.10.1.2 New Technology effort

1.10.1.2.1 Assist in the process to collect and prioritize present and future Aircraft Carrier requirements and technology needs. Prepare briefings and reports to demonstrate technology needs, identify cross platform implications, identify gaps & needs that require technology development.

1.10.1.2.2 Assist in the tracking and implementation process, document and promulgate lessons learned. Document the final process and procedures.

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1.10.1.2.3 Assist PEO Aircraft Carriers and S&T sources to showcase targeted technologies in multiple forums.

1.10.1.2.4 Assist PEO Aircraft Carriers and S&T sources to establish a process and procedure to integrate new technologies into land based test and shipboard tests as required. This shall include assisting in the identification of LBTF requirements, development of test installation package and documentation, trade off analysis to support testing decisions, data gathering and reporting. As required this shall include the development of shipboard installation packages for at sea testing.

1.10.1.2.5 Provide cross platform visibility of new technologies with fleet applicability, identify fleet gaps & needs in order to guide and influence other Navy initiatives. Manage technology developments as directed.

1.10.1.3 Science & Technology Program Analysis

1.10.1.3.1 Assist in the review of all Office of Naval Research (ONR) Future Naval Capability (FNC) initiatives and identify all efforts (enabling capabilities) with potential benefit to in-service and future Aircraft Carriers. Analyze FNC program plans and budgets, and identify potential programmatic, technical and budget risks. Provide recommendations for potential mitigation strategies.

1.10.1.3.2 Review and comment on ONR and other source S&T programs for Government review and approval. Identify, analyze, and coordinate S&T programs for potential transition to Aircraft Carrier programs.

1.10.1.3.3 Review and analyze Aircraft Carrier R&D programs. Analyze program plans and budgets and identify potential programmatic, technical and budget risks. Provide recommendations for potential risk mitigation strategies.

1.10.1.3.4 Draft technology transition agreements (TTA) for select technologies, working with S&T principles. Monitor progress in all S&T and FNC programs with potential impact on all ratified TTAs. This task includes SECRET level programs. Personnel supporting this portion of the task must obtain SECRET clearance.

1.10.1.3.5 Assist in the development of technology insertion roadmaps for key technologies as assigned. These roadmaps should reflect commercial technology trends and leveraging opportunities in other Navy and DoD acquisition programs as well as the private sector.

1.10.1.4 Small Business Innovative Research program support

1.10.1.4.1 Provide administrative support to the Aircraft Carrier SBIR Program including gathering, tracking and maintaining required SBIR contract documentation. Monitor progress of the SBIR efforts to ensure established program parameters are met. Provide policy guidance to all parties involved in the PEO Aircraft Carrier SBIR program.

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1.10.1.4.2 Track the approved administrative and execution budgets according to contract award dates. Provide periodic updates on status and recommendations regarding changes to the execution plan based on financial considerations.

1.10.1.4.3 Coordinate and document the status of activities among the TPOC, transition sponsor and small business to ensure satisfactory progress on each SBIR initiated by PEO Aircraft Carriers.

2.0 LIFE CYCLE SUPPORT TASK

Applicable to CLINS 7002, 7102, 7202, 7302 and 7402

2.1 The Contractor shall provide technical, management and administrative support to the Aircraft Carrier Life Cycle Support (LCS) manager that shall assist in assuring that the shipbuilder and applicable government activities recognize and satisfactorily comply with all contract logistic support requirements in accordance with the PEO Aircraft Carrier specification and requirements. The contractor shall provide subject matter expertise and technical assistance on those design related logistic impact issues. The contractor shall assist in the development of logistic element metrics that shall be utilized by the LCS manager and supporting government logistic element managers in their assessment of shipbuilder compliance with contract logistic specification requirements. As tasked by the LCS manager, the Contractor shall develop or assist in the development, review, update and submission of Aircraft Carrier logistics, technical and operational documents developed by the government or shipbuilder of acquisition logistic planning documentation (e.g. Integrated Logistic Support Plan, Life Cycle Sustainment Plan, Reliability, Maintainability, Availability Plan, Supply Support Plan, Technical Manual Contract Requirements Plan, Obsolescence Plan, Supportability Plan, Manpower Estimate Report, Navy Training System Plan, Technical Specifications, Configuration Management Plan, Total Ownership Cost (TOC), Data Management Plan, Facilities Management Plan and Front End Analysis) to ensure total integration with the ship design, production and overhaul process. In support of the logistics requirements the Contractor shall also prepare reports and briefings documenting results of assessments and reviews while recommending solutions and /or corrective actions as required.

2.1.1 Material Handling: The Contractor shall provide technical, management and administrative support to the Aircraft Carrier LCS manager that shall assist in monitoring contractor compliance with all contract specification material handling system design and concomitant logistic support requirements.

2.1.2 Training: The Contractor, as directed shall provide direct support in the planning and execution of the specification required for various systems training planning to include Initial, Interim as needed, and Sustainment.

2.1.3 Manpower and Personnel Assessment Support: The Contractor shall conduct in depth research and technical reviews in topics related to Manpower and Personnel.

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2.2 The contractor shall provide support to the Aircraft Carrier Configuration Management Data, Maintenance Planning and Technical Data.

2.2.1 The contractor shall conduct in-depth research and technical reviews on topics relating to Logistics Program Planning and Management for the following Logistics Products: Configuration Management (CM); Material Management; Provisioning Technical Documentation (PTD); Coordinated Shipboard Allowance List (COSAL); and Ships Selected Records (SSR); Maintenance Systems (e.g. Supportability Analysis and Legacy Maintenance reviews); Technical Publications (Tech Pubs), Supportability Plan, obsolescence and implement Unique Identification (UID) in the maintenance requirements for the ship.

2.2.2 The contractor shall develop status reports for Logistics Product Availability/Delivery on Government Furnished Equipment/Systems identified in Schedule A by Participating Acquisition Resource Managers (PARMs), Headquarters Modification Requests, and Field Modification Requests for Logistics Product Availability/Delivery. Determine if there are any logistics impacts and provide recommended corrective action.

2.2.3 The Contractor shall provide technical and administrative support in the planning and execution of program reviews to include ILSMTs, ILAs, Logistics Readiness Reviews (LRR), etc. and the action items and resolution findings. The contractor shall also provide ILS expertise and ensure technical oversight and support during the development, evaluation and execution of the logistics requirements with focus on Total Ownership Cost (TOC) and Life Cycle Management for all Navy Aircraft Carriers. The support shall be maintained throughout periods to cover overall system design, integrated product and process development, milestone acquisition, construction and operations.

2.2.4 Shipboard Information System - The Contractor shall provide logistics support in the development and execution of the shipboard integrated data/information system.

3.0 BUSINESS AND FINANCIAL MANAGEMENT SUPPORT

Applicable to CLINS 7003, 7103, 7203, 7303 and 7403

3.1 The contractor shall provide the following tasks in support of the Budget Preparation and Resource Management requirements in PEO Carriers.

3.1.1 Provide support to the financial managers in the preparation and analysis of all budget exhibits, supporting the Presidents, DON, BES/OSD, Execution Budget Reviews, Budgetary Objective Classification Systems (BOCS) preparation, and POM process.

3.1.2 Assist Financial Managers with collecting, maintaining and storing backup documentation supporting all budget estimates reported in the Presidents, DON, BES/OSD and the SCN ER, and POM submissions.

3.1.3 Assist Financial Managers with obtaining, reviewing, and integrating financial data input from principal APMS, PARMs and field activities in support of programs.

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3.1.4 Interface with field activities, Contractors, and PARMs to collect, assess, analyze and interpret budget data to develop and update multi-year budget plans for program.

3.1.5 Provide Assistance to the financial managers to respond quickly, effectively and accurately to budget issues as tasked.

3.1.6 Provide support in the development of all financial briefing presentations (e.g. developing notebooks) and submit to the appropriate government employee for review and approval.

3.1.7 Provide assistance to the financial managers in generating and updating Detailed Task Plan in accordance with overall tasking and funding.

3.1.8 Provide assistance in the review and analysis of financial data for input and integration into the financial database.

3.1.9 Assist financial managers with inputting planned obligation data into the financial database ensuring data is kept current.

3.1.10 Prepare Special Interest exhibits for RDT&E appropriation for financial manager review.

3.2 The contractor shall provide support for Business/Financial Management requirements of PEO Carriers by providing the following tasks.

3.2.1 Provide direct support to respective BFM's and perform all related duties. Liaison with all necessary government and Contractor personnel to insure that business and financial taskings are executed as directed.

3.2.2 Research, draft, circulate, discuss, refine, and re-circulate significant issue papers and related correspondence through program and Navy experts to achieve consensus to help management frame important issues and to preserve the results in lucid, permanent documents that shall be helpful for continuity and for use in ongoing efforts to shape programmatic debate with senior Navy, DOD, and Congressional officials.

3.2.3 Develop draft briefings, papers, or answers to questions on such topics as construction, schedule, and cost and provide technical advice and recommendations in these areas to the appropriate government employee for review.

3.2.4 Provide background, research and analysis, and draft program responses to Congressional inquiries, Department of Defense (DOD) requests, or other Government agencies (Government Accounting Office, Defense Contracts Audit Agency, etc.) questions.

3.2.5 Update the Acquisition Program Baseline (APB) including planning, development of initial draft, and coordination of internal reviews and planning meetings, maintenance of document configuration management, development of correspondence and related briefings to

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high authority.

3.2.6 Advise and prepare draft evaluation, program planning and cost analysis assessments on program issues.

3.2.7 Collate and provide a review of yearly budget submissions from each functional team area and develop preliminary budgets submissions.

3.2.8 Develop draft POM issue papers and prepare POM financial data submittals.

3.3 The Contractor shall interface with Navy Field activities, headquarters organizations and Contractors to assist the program manager in the effective execution of approved program budgets. Review Presidential, DON, and BES/OSD Budget Estimate submissions for accuracy, completeness, and content.

3.4 Support for PEO Aircraft Carriers Funds Execution and Analysis

3.4.1 The Contractor shall provide overarching funding execution and analysis for all PEO Aircraft Carrier programs.

34.1.1 Prepare draft funding documents based on direction from program office financial managers. This effort shall include the creation of draft documents up to and including ensuring the entry of document acceptance copies into Headquarters databases. Draft funding documents include ERP procurement requests, work requests, requests for contractual procurements, ship project directives, project orders, military interdepartmental procurement requests, and financial accounting data sheets and any other accepted NAVSEA funding documents.

34.1.2 Develop and maintain a tracking document of all commitments and obligations. Coordinate with field activities to obtain obligation documents in a timely manner.

34.1.3 Provide a weekly document report detailing status of all outstanding documents to the program financial managers..

34.1.4 Develop monthly obligation and expenditure analysis data reports and graphs that analyze variances from established targets and provide to the appropriate government financial managers.

34.1.5 Develop quarterly reports and provide to the financial managers. This report shall detail the “money trail” of funding executed by the program office to the actual performer.

34.1.6 Research aged outstanding commitments based on information provided by the NAVSEA Comptroller (SEA 01) and resolve issues with activities.

34.1.7 Generate aged commitment report monthly detailing actions taken to resolve outstanding commitments older than 60 days and provide to government financial managers.

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34.18 Analyze and report unliquidated expenditure data by document and submit an unliquidated obligations report detailing actions taken to resolve unexpended funding to government financial managers.

34.19 Research accounting discrepancies that affect accurate reporting of expenditures in STARS and ERP. Develop STARS and ERP correction packages that realign STARS and ERP data and DFAS records by obtaining vouchers from Contractors and Navy field activities, document histories, and through liaison with document holders and Paying Offices.

34.1.10 Develop, update and maintain a Negative Unliquidated Obligations/Unmatched disbursements (NULO/UMD) report identifying by program/platform NULOs and UMDs and actions taken to resolve and provide to the financial managers.

3.5 The contractor shall provide support to PEO Aircraft Carriers' Financial Database requirements by performing the following tasks.

3.5.1 Act as liaison between the PEO financial database users and the provider to troubleshoot and resolve problems.

3.5.2 Act as liaison between the PEO and the financial database provider. The Contractor shall work with the provider in developing the standard financial reports required by the PEO. The Contractor shall work with the database provider to ensure the PEO's financial database requirements are presented in a timely and accurate manner.

3.5.3 Produce financial management information reports to validate data integrity in the financial management information system and take corrective actions as needed. Make corrections to financial data as directed by the financial managers.

3.5.4 Maintain chart of accounts for the PEO in the financial database.

3.5.5 Maintain current program budget controls in the financial database.

3.6 The contractor shall provide support to PEO Aircraft's Chief Financial Officer (CFO) by performing the following tasks.

3.6.1 The Contractor shall advise the PEO Chief Financial Officer on program and financial management issues and shall maintain close and frequent communication with key program and financial personnel. Facilitate open communication, share information and promote synergy among all parties by:

361.1 Preparing financial status reports

361.2 Coordinating and facilitating Business and Financial Management planning meetings

361.3 Developing and maintaining current and long range planning schedules

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3.6.1.4 Preparing Point Papers and Executive Summary Memoranda

3.6.2 The Contractor shall coordinate, monitor, advise and assist PEO, Program Office and Resource Sponsor POM processes to include drafts by:

3.6.2.1 Developing draft program and financial requirements. The contractor shall provide draft input for cognizant program office (PMS312 or PMS378/PMS379) and PEO Aircraft Carrier as required review, changes and approval prior to submission.

3.6.2.2 Developing draft Internal POM processes

3.6.2.3 Drafting POM strategies. The contractor shall provide draft input for cognizant program office (PMS312 or PMS378/PMS379) and PEO Aircraft Carrier as required review, changes and approval prior to submission.

3.6.2.4 Developing draft and presenting of draft POM Briefs. The contractor shall provide draft input for cognizant program office (PMS312 or PMS378/PMS379) and PEO Aircraft Carrier as required review, changes and approval prior to submission.

3.6.2.5 Preparing and submitting of responses to POM-related programmatic and financial management questions. The contractor shall provide draft input for cognizant program office (PMS312 or PMS378/PMS379) and PEO Aircraft Carrier as required review, changes and approval prior to submission.

3.6.2.6 Draft Impact Statements for proposed Sponsor Marks.

3.6.2.7 Compiling and maintaining of historical records for each process.

3.6.2.8 Communicating of current POM schedules and Issue Status to PEO and Program Staff.

3.6.3 Coordinate, monitor, advise and assist PEO, Program Office and Resource Sponsor efforts to support Navy, OSD and Congressional Budget Review Processes, including:

3.6.3.1 Obtaining and distributing Financial Controls.

3.6.3.2 Preparation of Financial Controls Audit Tracks.

3.6.3.3 Budget preparation, and review. The contractor shall provide draft input for cognizant program office (PMS312 or PMS378/PMS379) and PEO Aircraft Carrier as required review, changes and approval prior to submission.

3.6.3.4 Program and Budget Brief preparation and presentation to Navy and OSD Analysts and Congressional Professional Staff.

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3635 Drafting and preparation of responses to program and budget questions.

3636 Notification, distribution and analysis of Budget Marks.

3637 Preparation and submission of draft Budget Mark and Draft Program Budget Decision Reclamas and Congressional Appeals.

3638 Draft and coordinate Major Budget Issues for Program Managers review and PEO Aircraft Carrier approval.

3639 Preparation of draft Major Budget Issues (MBI) and participation in MBI Meetings.

363.10 Tracking financial and programmatic impact of Budget Decisions.

363.11 Compilation and maintenance of historical records for each stage of the budget process.

363.12 Communication of current Budget schedules and Status to PEO and Program Staff.

3.6.4 Coordinate, monitor, advise and assist the CFO in support of Program, Resource Sponsor and Comptroller Program and Budget Execution processes, including:

3641 Assist in development, drafting initial analysis and review of Execution Year and Out Year Spend Plans.

3642 Design, draft preparation and analysis of standardized and ad hoc financial reports, including obligation and expenditure reports

3643 Preparation of draft responses, impact statements, draft reclamas and appeals to execution year Sponsor, Comptroller and Congressional requests for information and proposed program/financial marks.

3644 Assist in preparation of Above Threshold and Below Threshold Reprogramming

3645 Assist in preparation of funding and execution of PEO staff Operations Budgets.

3.6.5 Coordinate, monitor, advise and assist with the drafting of financial-related programs and reporting including:

3651 Acquisition Reporting including: semi-annual ASN/RDA Program Review/Metrics Briefs, ASN (RDA) Monthly Reports, DAES, SARs, and Cost Reduction and Effectiveness Improvement (CREI) Initiatives.

3652 Resource Management Decisions (RMD)

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3653 SECNAV Information Papers

3654 Coordinate development of a public relations strategy that is integrated to the PPBS and Congressional budget review cycle. Identify potential budget issues that can be effectively countered with release of article or interviews with key PEO Aircraft Carriers personnel. Coordinate activity with CFO and PAO.

3.7 The contractor shall assist in the development and execution of Defense Acquisition Executive Summary (DAES) / SAR Preparation.

3.7.1 The Contractor shall prepare draft Defense Acquisition Executive Summary (DAES) reports using RDAIS or other applicable systems as required for cognizant program office and PEO Aircraft Carrier required review. Any changes to be made after review by the government will be made by the contractor.

3.7.2 The Contractor shall prepare the draft Selected Acquisition Report (SAR). The contractor shall provide draft input for program office and PEO Aircraft Carrier review. Any applicable changes after the review will be made by the contractor.

3.8 Contract Management Support

3.8.1 Coordinate financial reviews of HII-NNS overhead and all new construction/overhaul contracts under PEO's cognizance.

3.8.2 Coordinate the close out of contracts administered by SUPSHIP Newport News.

3.8.3 The contractor shall provide technical advice, monitor contract performance, and liaison with program office officials and SupShips for shipbuilding contracts including contract closeout actions.

40 OPERATIONS SUPPORT TASK

Applicable to CLINS 7004, 7104, 7204, 7304 and 7404

4.1 PEO Aircraft Carriers Congressional Affairs and Public Affairs.

4.1.1 The Contractor shall provide support in coordinating, monitoring and gathering information, preparing responses, reviewing publications, maintaining databases, drafting public affairs articles, executing a communication plan, assisting with developing and supporting multimedia presentations, and compiling metrics. The support personnel shall be required to coordinate their efforts with a variety of government, Contractor, and industry organizations, primarily in the Washington DC area. The Contractor shall:

4.1.1.1 Track Public Affairs, Media Events and Releases, and Congressional Affairs having an impact on PEO Aircraft Carriers Programs.

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4.1.1.2 Coordinate PEO Aircraft Carriers programs Congressional and public affairs with stakeholders such as Naval Reactors (NAVSEA 08), NAVSEA Public Affairs (NAVSEA 00D), Chief of Naval Information (CHINFO), Office of Legislative Affairs (OLA), Office of Financial Management and Budget (FMBE).

4.1.1.3 Coordinate and gather information for congressional inquiries such as Requests for Information and Questions for the Record.

4.1.1.4 Assist in drafting prepared testimony.

4.1.1.5 Attend congressional hearings in support of PEO Aircraft Carriers programs and related interest items. Draft and distribute summaries for review by key PEO Aircraft Carriers personnel.

4.1.1.6 Review and analyze Congressional language and identify language of interest or impact to PEO Aircraft Carriers efforts. Provide summary of language and pertinent analysis and distribute to PEO Aircraft Carriers and stakeholders, as appropriate.

4.1.1.7 Provide information for Congressional and other senior government officials.

4.1.1.8 Update and maintain current profiles of Members of Congress, Committee Members and their Professional Staff.

4.1.1.9 Maintain side-by-side of Authorization and Appropriation Status and Marks.

4.1.1.10 Compile Congressional Metrics.

4.1.1.11 Prepare and distribute congressional updates.

4.1.1.12 Assist in information gathering for any Government Accountability Office (GAO) audits.

4.1.1.13 Provide input to and coordination of annual issue papers.

4.1.1.14 Coordinate input and monitor progress of PEO Aircraft Carriers legislative proposals as required.

4.1.1.15 Coordinate, gather information, and draft responses to Foreign Government inquiries, as required.

4.1.1.16 Coordinate, gather information, and draft responses to Freedom of Information Act (FOIA) inquiries.

4.1.1.17 Review pertinent publications for items relevant to PEO Aircraft Carriers (e.g. Early Bird, CHINFO Clips).

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4.1.1.18 Coordinate and gather information in response to media inquiries.

4.1.1.19 Prepare draft responses to general public inquiries on Aircraft Carriers for government review and approval.

4.1.1.20 Draft, edit, and coordinate professional publication articles for PEO Aircraft Carriers (e.g., Seapower Magazine, Surface Warfare Magazine).

4.1.1.21 Prepare PEO Aircraft Carriers media materials and participation in special events (e.g., Sea-Air-Space, Aircraft Carrier Day on the Hill, American Society of Naval Engineer (ASNE) Conferences).

4.1.1.22 Draft press packets for distribution to media representatives after government review and approval.

4.1.1.23 Investigate potential sources for PEO Aircraft Carriers representation (speaking engagements, press releases, and displays).

4.1.1.24 Develop/update and execute the PEO Strategic Communications PlanCplan, to include:

4.1.1.24.1 Draft annual Strategic Communication Plan for PEO Aircraft Carriers and update the plan quarterly.

4.1.1.24.2 Draft PEO Aircraft Carriers Communication Plan briefing and present Communication Plan to audiences.

4.1.1.24.3 Coordinate briefing materials for key stakeholder personnel in operating Aircraft Carriers to provide familiarization with underway Aircraft Carrier operations.

4.1.1.24.4 Draft speeches, presentations, briefings, and/or point papers in support of the PEO Aircraft Carriers Communication Plan.

4.1.1.24.5 Prepare communication materials for distribution at events and to the press.

4.1.1.25 Maintain auditable program records and files in hard copy or electronic copy format as appropriate and directed. These files shall summarize daily efforts and capture key events and decisions in support of PEO Aircraft Carriers media and congressional interaction.

4.1.1.26 Operate an Action Item Tracking System for PEO actions and Act as an administrator for the system.

4.1.1.27 Serve as content manager and neighborhood leader for PEO Aircraft Carriers on INAVSEA as requested.

4.1.1.28 Assist in Coordinating All Hands Meetings.

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4.1.1.29 Provide training to PEO Staff on Congressional and Media procedures.

4.1.1.30 Provide input to the PEO Aircraft Carrier Management Metrics including identification of new tasks and task completion status.

4.1.1.31 Update and maintain the Aircraft Carriers Congressional Affairs and Public Affairs metrics as required.

4.2 Program Executive Office (PEO) Aircraft Carriers Primary Information Technology (IT)/Information Assurance (IA)/Information Management (IM)/Information Security (IS) Program Management Support. The contractor shall provide support in areas of administrative and security services, policy and implementation.

4.2.1 Provide direct support to the PEO Aircraft Carriers Activity Chief Information Officer (ACIO) in the areas of IT/IA/IS/IM, to include:

4.2.1.1 NMCI Program

4.2.1.1.1 Assist with development of NMCI Seat Order packages, including financial tracking.

4.2.1.1.2 Monitor installed NMCI inventory and confirm the configuration delivered and invoiced.

4.2.1.1.3 Monitor Service Level Agreements (SLAs).

4.2.1.1.4 Maintain NMCI and other IT equipment databases

4.2.1.1.5 Assist with development/management of NMCI data calls.

4.2.1.1.6 Participate in continuous improvement efforts.

4.2.1.1.7 Provide paperwork preparation and disposal services of all PEO Carriers IT equipment, both classified and unclassified.

4.2.1.2 IT Operations

4.2.1.2.1 Interface with PEO Aircraft Carriers IDE Team.

4.2.1.2.2 Monitor overall PEO Aircraft Carriers IT Operations. Serve as focal point for network/ desktop problem resolution that escalate beyond normal help desk capability. Address and resolve network and desktop related issues.

4.2.1.2.3 Maintain and monitor system architecture and software licenses for PEO Aircraft Carrier legacy applications.

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4.2.1.2.4 Provide user assistance/training for miscellaneous hardware, software, and peripherals.

4.2.1.2.5 Manage PEO Aircraft Carrier moves/floorplans/buildouts with NAVSEA Operations through the contract process (IT portion only).

4.2.1.2.6 Prepare and process all Network Authorization Data Access Request Forms for reporting personnel.

4.3 The contractor shall provide support to Program Executive Office (PEO) Aircraft Carriers Corporate Operations. Support shall be provided in areas of administrative services, assistance in policy development and implementation.

4.3.1 The contractor shall provide Telecommunications Support in the following task areas:

4.3.1.1 Review and Analyze monthly billing reports.

4.3.1.2 Provide VTC set up and operational support for the PEO Aircraft Carriers conference room.

4.3.1.3 Provide multimedia/audiovisual support for PEO Aircraft Carriers meetings/conferences.

4.3.1.4 Maintain cell phone, Air Card and blackberry inventory and database.

4.3.2 The contractor shall provide Travel/Defense Travel System (DTS) Support in the following task areas:

4.3.2.1 Provide a full-time Defense Travel Administrator (DTA)/Tier II Help Desk support.

4.3.2.2 Serve as DTA and primary point of contact for PEO Aircraft Carriers Travel.

4.3.2.3 Review orders/authorizations and vouchers for correct data.

4.3.2.4 Develop/maintain PEO Aircraft Carriers Travel/DTS Business Rules.

4.3.2.5 Develop and administer training for travelers and approving officials.

4.3.2.6 Administer numerous travel lines of accounting.

4.3.2.7 Provide assistance in creating and amending authorizations and vouchers.

4.3.2.8 Manage and implement functionality upgrades.

4.3.2.9 Assist in defining and maintaining organizational structures, routing lists and group

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structures.

4.3.2.10 Serve as the Financial DTA (FDTA) to create, manage, rollover (across fiscal years) and edit associated lines of accounting;

4.3.2.11 Complete and manage traveler/user personal profiles and ensure proper system access/permissions are assigned.

4.3.2.12 Provide resolution to travel document issues.

4.3.3 The contractor shall provide Human Resources Support in the following areas:

4.3.3.1 Provide assistance to maintain Human Capital Plan for PEO Aircraft Carriers. Update as directed.

4.3.3.2 Provide assistance in developing personnel files and reports.

4.3.3.3 Maintain Staffing Plan. Update as directed.

4.3.3.4 Develop and maintain documentation used to support hiring actions such as templates that will be used by government hiring authorities. The contractor will not be required to participate in the hiring process, and will maintain documentation only.

4.3.3.5 Assist to create personnel actions using DCPDS; access DCPDS and WEB COGNOS to print SF50s.

4.3.3.6 Maintain the PEO Aircraft Carriers Seating chart.

4.3.3.7 Use the Move/Add/Change (MAC) database for submitting requests to seat, unseat and move employees.

4.3.3.8 Assist in the preparation for Acquisition Demonstration (ACQDEMO) Pay Pool Panel Meetings; prepare the schedule of events for the rating cycle.

4.3.3.9 Update the employee Leave Availability Report.

4.3.3.10 Prepare and Process awards.

4.3.3.11 Assist Security Program Manager with monitoring/tracking program office badge requests/visit requests.

4.3.3.12 Prepare agenda for Deputies meetings.

4.3.3.13 Update and maintain Organizational Charts for PEO Aircraft Carriers, PMS 312 and PMS 378, and 379.

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4.3.3.14 Update workforce demographics data monthly using Excel and PowerPoint.

4.3.3.15 Coordinate and track training sessions for PEO Aircraft Carriers employees.

4.3.4 The contractor shall provide Graphics support in the following areas:

4.3.4.1 Provide design, revision and production support for PEO, PMS 312 and PMS 378 and 379 briefs and presentations.

4.3.4.2 Provide multimedia and motion graphics/animation design and production support for briefings, presentations, video projects and stand-alone applications.

4.3.4.3 Provide scanning with Optical Character Recognition (OCR) support.

4.3.4.4 Provide design and production support for posters for meetings, displays and/or Expos.

4.3.4.5 Provide on-site, real time presentation support for meetings, briefings and other events.

4.3.4.6 Provide digital photography for various events, with associated image editing and production work.

4.3.4.7 Provide design and production for award certificates for ceremonies.

4.3.4.8 Maintain and monitor all graphic presentations in a centralized electronic location.

4.3.4.9 Maintain record copies of electronic files created while carrying out these tasks.

4.3.4.10 Provide configuration management of Program Office briefings and presentations.

4.3.4.11 Update Visual Management Boards

4.4. Contract Administration Support: The Contractor shall advise the COR on the efficient and effective integration of Professional Support Services including:

441 Interface with the PSS Contracting Officer's Representative (COR) with respect to Delivery Orders and follow-on modifications.

442 Coordinate with cognizant subcontractors and represent their considerations to the COR/CFO and PEO Aircraft Carriers Technical Points of Contact (TPOCs). These considerations include workload and ODC/travel adjustments in response to new or adjusted task requirements within the scope of the existing contract.

443 Identify improved business practices in order to achieve contracting efficiencies for

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PEO Aircraft Carriers. Recommend consolidation of contract support to eliminate duplicative performance of tasks and provide advice to maximize capability to “best fit” tasks to ensure PEO Aircraft Carriers is obtaining the best value.

444 Coordinate funding documents/appropriations obligations and expenditures with government paying office and program office financial managers to achieve DoN/DoD obligation and expenditure benchmarks.

445 Assist PEO Aircraft Carriers in developing work statements using Performance-Based Service Contracting principles through the coordinated efforts of the government technical points of contact (TPOCs) and the program integrator.

446 Assist the PEO TPOCs and Business & Finance Managers (BFMs) in modifying Contractor support requirements.

447 Assist in the modification of existing delivery orders through coordinated dialogue with TPOCs, BFMs and performing subcontractors.

448 Coordinate and process PSS NAVSEA Access badge applications and Visit Requests.

449 Develop and maintain financial database to manage labor, travel, and other direct charges (ODCs). The database shall contain pertinent prime contract financial data to include contract values, funding, unfunded balances, and expenditures by delivery order for labor, travel, and ODCs.

44.10 Provide the COR with periodic reports that reflect:

4.4.10.1 The initial contract baseline and approved/pending modifications.

4.4.10.2 Task information to include description, TPOC, labor, travel, and ODC cost data, funding source, funding amounts, and funding balances.

4.4.10.3 Funding document allocation by order and any modifications.

4.4.10.4 Contractor personnel roster.

44.11 Maintain and update electronic copies of all tasks.

44.12 Manage PSS contract closeout actions with the COR and appropriate contracting office in accordance with the FAR. Reconcile final invoices and ensure all deliverables have been provided to the TPOC(s).

4.5 Continuous Process Improvement/Excellence Support

4.5.1 The Contractor shall:

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4.5.1.1 Coordinate all meetings pertaining to Process Improvement efforts including coordinating schedules, distributing agendas, compiling media, set up and break down of conference room, and providing meeting minutes.

4.5.1.2 Create and maintain MS Office spreadsheets, Power Point Slide, project definitions, scheduled, budgets and objectives for one or more medium size projects of moderate complexity.

4.5.1.3 Organize projects to ensure communication and understanding of deadlines, assignments and objectives

4.5.1.4 Analyze, track and upload Process Improvement project material into the IDE.

4.6 PEO and Program Offices (PEO CVN, PMS 312, PMS 378 and PMS 379) operations management and support services.

4.6.1. The Contractor shall:

4.6.1.1 Answer telephones; prepare and maintain appointment calendars; coordinate/schedule/set-up appointments, video teleconferencing, audio bridge, and meetings; and perform reception functions (visitor control, greetings, etc.) for the office.

4.6.1.2 Maintain administrative spreadsheets/databases including but not limited to government property inventory control, phone lists, training, correspondence, etc.

4.6.1.3 Draft, edit and prepare correspondence (letters, directives, memoranda, newsletters, routine reports, etc.), graphical presentations and spreadsheets utilizing Microsoft Word, Excel and PowerPoint as directed.

4.6.1.4 Process incoming and outgoing correspondence to include typing, serializing, mailing, tracking, scanning, distributing, filing. Administer electronic mail, including naval messages.

4.6.1.5 Prepare, submit, track and retrieve travel orders and travel vouchers for both government and military personnel; arrange for reservations, transportation and lodging. Schedule government vehicle usage and maintenance.

4.6.1.6 Prepare and process security requests (both incoming and outgoing), personnel actions, new/departing employees, identification badging requests, property passes, annual and as-needed visit requests, timekeeping/payroll.

4.6.1.7 Attend meetings, prepare agenda, draft and administer/distribute minutes, copy and distribute documentation, and develop and maintain files (hard copy and electronic) as required.

4.6.1.8 Assist in the office supply inventory and ordering; perform minor routine

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maintenance on printers, copiers and other office equipment.

4.6.1.9 Establish and maintain office security system to safeguard classified and other sensitive material/documentation.

4.6.1.10 Develop and maintain metrics, depicting the effectiveness of the administrative processes.

4.6.1.11 Operations support shall be proficient in the use of government administrative databases including but not limited to the following computer based programs: MODERN (personnel database), Standard Automated Inventory and Referral System (STAIRS), Defense Travel System (DTS), TURBO PREP (used for naval messages), Standard Labor Data Collection and Distribution Application (SLDCADA), PEO Carriers Serial Log (used for correspondence tracking), INET or equivalent government security software, IDWORKS or equivalent government security software, Employee Benefits Information System (EBIS), Joint Personnel Adjudication System (JPAS), Customer Support Unit (CSU), Common Message Process, etc.

4.6.1.12 Prepare property passes.

4.6.1.13 Provide monthly update of PEO Aircraft Carriers Locator/Address Listing.

4.6.1.14 Manage and maintain office equipment.

4.6.1.15 Prepare weekly reports for ASN (RD&A), DASN (Ship Programs), and COMNAVSEA.

4.7 International Program Support

4.7.1 The Contractor shall:

4.7.1.1 Provide PEO Aircraft Carriers updates of all incoming international correspondence including formal and informal requests for technical and logistics information. Maintain metrics of incoming and outgoing questions and responses.

4.7.1.2 Review responses to International questions and ensure compliance with existing Information Exchange Agreements or applicable DOD security regulations prior to release.

4.7.1.3 Prepare draft letters, country clearance messages, ESMs, and route sheets forwarding information from PEO Aircraft Carriers to International Countries. Coordinate all PEO Aircraft Carrier responses.

4.7.1.4 Coordinate the transfer of information through PEO Aircraft Carriers, SEA08, and SEA00P as required.

4.7.1.5 Develop point papers, coordinate PEO responses, and consolidate inputs for top-level briefs, reports and publications.

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4.7.1.6 Update, renew, and revalidate existing Information Exchange Agreements supporting the International Aircraft Carrier programs.

4.7.1.7 Maintain all records associated with international information exchanges. Ensure information transferred is maintained and stored in both electronic and paper form.

4.7.1.8 Support PEO sponsored studies and analysis of current and future Aircraft Carrier acquisition, construction, maintenance, and repair issues as they pertain to future International Aircraft Carrier programs.

5.0 SURGE REQUIREMENT

Applicable to CLINS 7005, 7105, 7205, 7305, and 7405

The Contractor shall provide the specified number of hours to PEO Carriers for emergent efforts. The surge work requirements will be within the scope of work defined by the four (4) major tasks shown above.

6.0 CLAUSES INCORPORATED BY FULL TEXT

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

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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.

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

NOTE: THIS CLAUSE WILL BE INVOKED IN DIFFERENT VARIATIONS AT THE TASK ORDER LEVEL, notwithstanding other language in this contract that gives this contract precedence when it conflicts with task orders, the task order version of organizational conflict of interest clause, if any, shall take precedence.

(a) (1) "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.

(2) "Contractor" as used in this clause includes any affiliate, subcontractor, consultant or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

(3) "Contract" and "task order" shall be used as applicable to the level at which this clause is being invoked.

(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 task order may create a potential organizational conflict of interest on the instant contract or on a present or 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

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future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below and 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 task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time. (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this task order. This prohibition shall not expire after a given period of time.

(e) (1) The Contractor further agrees that, during the performance of this task order and for a period of three years after completion of performance of this task order, 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 equipment or services that is the subject of the work to be performed under this task order.

(2) This exclusion does not apply to any recompetition for equipment or services furnished pursuant to this task order.

(3) As provided in FAR 9.505-2, notwithstanding the three-year bar set provided for in paragraph (e)(1), if the Government uses, as a basis for the procurement of any equipment or services work statements or other acquisition related documents growing out of the effort performed under this task order from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this task order or before the three- year period following completion of this task order has lapsed, the Contractor may, with the authorization of the 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 equipment 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 SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. This notification requirement shall also apply to any release of information in contravention of paragraph (d). Notwithstanding this notification, the Government may terminate

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the contract/Task Orders 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 SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders 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 SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to other program offices, PEO's or Government agencies its equipment or services if the requirement of the other program office, PEO or agency for the equipment or services is unrelated to any work performed under this contract/task order. Additionally, this requirement shall not preclude a Contractor involved in preparing a statement of work pursuant to its development and design work on a piece of equipment from participating in a procurement for that equipment.

(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, including those set forth at FAR Part 9.5, or elsewhere included in this contract.

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

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

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227- 7014), before delivery of that computer software or computer database in whatever

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media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

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

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

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

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

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

CONTRACTOR USE OF COMMERCIAL COMPUTER SOFTWARE, INCLUDING OPEN SOURCE SOFTWARE (NOV 2010)

a. Contractor Use of Commercial Computer Software, including Open Source Software. Open source software is often licensed under terms that require the user to make the user's modifications to the open source software or any software that the user 'combines' with the open source software freely available in source code form pursuant to distribution obligations in the license.

1. In cases where the Contractor proposes to use open source software while performing under a

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Government contract, regardless of whether the open source software is delivered, the Contractor shall not: create, or purport to create, any Government distribution obligations with respect to the Government computer software deliverables.

2. Prior to using any Commercial Computer Software, the Contractor shall additionally evaluate each license for Commercial Computer Software, including open source software, and confirm that each of the following requirements are satisfied:

(1) a license for a particular commercial computer software shall be compatible with all other licenses for other commercial computer software that are or will be linked to, integrated with, or associated with the particular commercial computer software, including when the particular commercial computer software and the other commercial computer software are used with the same computer program;

(2) a license for commercial computer software shall not impose a Government distribution obligation that is foreseeable by the Contractor;

(3) a license for commercial computer software shall not be terminated by the Contractor's use of the commercial computer software in performing under the contract; and

(4) the Contractor's cost to comply with this requirement presents no additional cost to the Government. If, as a result of the Contractor's evaluation, the Contractor satisfies all of the requirements in paragraphs a.2 (1) through a.2 (4) above, then the Contractor may immediately begin using the Commercial Computer Software. Within thirty days, the Contractor shall notify the contracting officer in writing that the Contractor has evaluated the Commercial Computer Software use and the Commercial Computer Software license and made each determination required in paragraphs a.2(1) through a.2(4) above. This notification shall also include all information regarding the identification and proposed use(s) of the Commercial Computer Software. If the Contractor is unable to satisfy all of the requirements in paragraphs a.2(1) through a.2(4) above for a particular Commercial Computer Software license, then the Contractor may not use the Commercial Computer Software covered by the particular license without prior approval by the Contracting Officer. If the Contractor wants to use the Commercial Computer Software for which the requirements of paragraph a.2(1) through a.2(4) are not satisfied, the Contractor shall request approval to use the otherwise prohibited subject Commercial Computer Software from the Contracting Officer by providing a written notification addressing (i) the name and version number of the software; (ii) the name of the applicable license(s); (iii) a brief description of the technical use and implementing approach; (iv) a "yes/no" indication of whether the Contractor has made, or will make, any modifications to the source code; (v) the software website; and (vi) an identification of the reason(s) that the Contractor was unable to make the determinations in paragraphs a.2(1) through a.2(4) above. For definition of "Commercial Computer Software" see DFARS 252.227-7014 and DoD CIO memorandum dated October 16, 2009.

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

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(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: (1) 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, (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.

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are

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generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

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SECTION D PACKAGING AND MARKING

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

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

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

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

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

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

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection of Supplies Cost Reimbursement MAY 2001
52.246-5 Inspection of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED IN FULL TEXT

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

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

**Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction level. (Exhibit A)*

HQ E-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Applicable to all Labor item(s) 7001, 7002, 7003, 7004 and 7005, if exercised 7101, 7102, 7103, 7104, 7105, 7201, 7202, 7203, 7204, and 7205, and if earned and exercised 7301, 7302, 7303, 7304, 7305, 7401, 7402, 7403, 7404 and 7405.

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government, DODAAC N00024.

**Note that the COR is identified in Section G of this Task Order.*

INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs

Inspection and acceptance of all ODCs shall be as specified on TIs. Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government specified in an applicable TI. **Note that the COR is identified in Section G of this Task Order.*

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SECTION F DELIVERABLES OR PERFORMANCE

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

7001	2/3/2017 - 2/2/2018
7002	2/3/2017 - 2/2/2018
7003	2/3/2017 - 2/2/2018
7004	2/3/2017 - 2/2/2018
7005	2/3/2017 - 2/2/2018
7006AA	2/25/2017 - 2/2/2018
7007AA	4/1/2017 - 3/31/2018
7008	2/3/2017 - 2/2/2018
7101	2/3/2018 - 2/2/2019
7106AA	2/3/2018 - 2/2/2019
7107AA	4/1/2018 - 2/2/2019
7201	2/3/2019 - 2/2/2020
7207AA	2/3/2019 - 2/2/2020
7207AB	2/3/2019 - 2/2/2020
7207AC	6/3/2019 - 2/2/2020
9000	2/3/2017 - 2/2/2018
9001AA	4/1/2017 - 3/31/2018
9002AA	2/25/2017 - 2/2/2018
9100	2/3/2018 - 2/2/2019
9101AA	4/1/2018 - 3/31/2019
9102AA	2/3/2018 - 2/2/2019
9200	2/3/2019 - 2/2/2020
9201AA	2/3/2019 - 2/2/2020
9201AB	2/3/2019 - 2/2/2020

CLIN - DELIVERIES OR PERFORMANCE

For proposal purposes, the estimated date of Task Order award is 15 December 2015. The Government reserves the right to award sooner or later if necessary. The start and end dates below will be updated accordingly upon Task Order Award.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989 (Alternate I APR 1984)
52.247-29 FOB ORIGIN, (FEB 2006)

PERFORMANCE LANGUAGE FOR LOE SERVICES

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

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

7001	2/3/2017 - 2/2/2018
7002	2/3/2017 - 2/2/2018
7003	2/3/2017 - 2/2/2018
7004	2/3/2017 - 2/2/2018
7005	2/3/2017 - 2/2/2018
7006AA	2/25/2017 - 2/2/2018
7007AA	4/1/2017 - 3/31/2018
7008	2/3/2017 - 2/2/2018
7101	2/3/2018 - 2/2/2019
7106AA	2/3/2018 - 2/2/2019
7107AA	4/1/2018 - 2/2/2019
7201	2/3/2019 - 2/2/2020
7207AA	2/3/2019 - 2/2/2020
7207AB	2/3/2019 - 2/2/2020
7207AC	6/3/2019 - 2/2/2020
9000	2/3/2017 - 2/2/2018
9001AA	4/1/2017 - 3/31/2018
9002AA	2/25/2017 - 2/2/2018
9100	2/3/2018 - 2/2/2019
9101AA	4/1/2018 - 3/31/2019
9102AA	2/3/2018 - 2/2/2019
9200	2/3/2019 - 2/2/2020
9201AA	2/3/2019 - 2/2/2020
9201AB	2/3/2019 - 2/2/2020

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

7102	2/3/2018 - 2/2/2019
7103	2/3/2018 - 2/2/2019
7104	2/3/2018 - 2/2/2019
7105	2/3/2018 - 2/2/2019
7202	2/3/2019 - 2/2/2020
7203	2/3/2019 - 2/2/2020
7204	2/3/2019 - 2/2/2020

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7205	2/3/2019 - 2/2/2020
7301	2/3/2020 - 2/2/2021
7302	2/3/2020 - 2/2/2021
7303	2/3/2020 - 2/2/2021
7304	2/3/2020 - 2/2/2021
7305	2/3/2020 - 2/2/2021
7401	2/3/2021 - 2/2/2022
7402	2/3/2021 - 2/2/2022
7403	2/3/2021 - 2/2/2022
7404	2/3/2021 - 2/2/2022
7405	2/3/2021 - 2/2/2022
9300	2/3/2020 - 2/2/2021
9400	2/3/2021 - 2/2/2022

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE:

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD
MANAGEMENT (JUL 2013)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING
REPORTS (MAR 2008)

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

OMBUDSMAN (NAVSEA AND OVERARCHING)

PROCURING CONTRACTING OFFICER (PCO)

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

PURCHASE OFFICE REPRESENTATIVE (POR)*

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

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CLAUSES INCORPORATED IN FULL TEXT:

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

(FOR CLINs 7006, 7007 and 9001 only)

The payment office shall make payment using the ACRN funding of the line item being billed.

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

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

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

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

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

CNIN-G-0001 INVOICING DOCUMENTATION FOR COST VOUCHERS (JULY 2015)

Supporting cost voucher documentation in Wide Area Workflow (WAWF) shall be provided in contractor specified format and shall include the following information. This level of detail is required at both the job order (JO) or task order (TO) level and Technical Instruction (TI) level. The supporting data should clearly reflect the JO/TO

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and TI number for which it applies. For other than firm fixed price subcontracts, subcontractors are also required to provide the same level of supporting detail as the prime contractor. Supporting documentation may be encrypted before submission to the prime contractor for WAWF cost voucher submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR) as required. Failure to comply may result in an unfavorable CPARS rating in the area of regulation compliance.

Cost Elements	
Direct Labor	Total direct labor costs billed for current billing period and cumulative. This includes sub-contractor direct labor. If there are different labor pools, they should be included separately (e.g., on-site, off-site, prime, subK, etc).
Other Direct Costs	Total ODC costs billed for current billing period and cumulative
Indirect Costs	Total indirect costs billed for current billing period and cumulative. If there are different indirect pools, they should be included separately (e.g., Fringe, OH, G&A, etc.). The indirect pool percentage shall be included.
Fee	Total fee billed for current billing period and cumulative.
Invoice Subtotal	Sub-total costs billed for current billing period and cumulative.
Adjustments	Any adjustments to billed costs for current billing period and cumulative.
Invoice Total	Total costs billed for current billing period and cumulative.
Labor Detail (Prime and Subcontractor)	
Employee name	
Labor category	
Direct labor rate by employee	
Loaded labor rate by employee	
Current period hours (OT hours identified separately)	
Current period direct labor costs	
Cumulative hours (OT hours identified separately)	
Cumulative direct labor costs	
Non-Labor Detail – detail provided for current billing period only	
Travel	Destination, dates, traveler name, total trip costs (includes subK travel)
Material*	Detailed description of item and total item costs (includes subK material)
ODCs*	Covers items that are not material or travel (e.g., training, conference costs, etc). Detailed description of item and total item costs (includes subK ODC)
*Copies of invoices and/or receipts for Material/ODC purchases shall be included.	
CLIN/SLIN Detail – Information should be a cumulative total invoiced against each CLIN/SLIN	
CLIN/SLIN	SLIN being billed
ACRN	ACRN being billed
TO/TI	TO and/or TI number
Amount Funded	Amount funded on each SLIN
Current	Amount billed in current billing period
Cumulative	Cumulative amount billed against SLIN
Balance	Remaining balance on SLIN

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

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(b) Separately identify a payment amount for each contract line item included in the payment request.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of

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the appropriate payment clauses in this contract when submitting payment requests.

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

(a)

Definitions. As used in this clause—

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

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

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

(b)

Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic

Submission of Payment Requests and Receiving Reports.

(c)

WAWF access. To access WAWF, the Contractor shall—

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

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

(d)

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

(e)

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

(f)

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

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

Cost Voucher

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

Not Applicable

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N00024
Admin DoDAAC	TBD
Inspect By DoDAAC	N00024
Ship To Code	N00024
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

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

(5)

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

(g) *WAWF point of contact.*

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

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988 or by email at WAWFHQ@navy.mil

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CONSENT TO SUBCONTRACT

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

The following subcontractors are approved on this TO:

At Award:

After Award:

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The addition of a non-team subcontractor requires authorization from the Contracting Officer prior to the non-team subcontractor executing against this Task Order.

Accounting Data

SLINID	PR Number	Amount
700101	130061504500001	348219.63
LLA :		
AB 1761611 6218 251 CV312 0 050120 2D 000000 A00003765046		
700102	130061508100001	385572.11
LLA :		
AA 1771804 8B5B 251 CV312 0 050120 2D 000000 A00003765078		
700103	130061708300020	213742.00
LLA :		
AG 1771319 65YV 251 CV378 0 050120 2D 000000 A10003782812		
700201	130061504500002	185735.06
LLA :		
AC 1761611 6218 251 CV312 0 050120 2D 000000 A30003765046		
700202	130061508100002	157510.00
LLA :		
AA 1771804 8B5B 251 CV312 0 050120 2D 000000 A00003765078		
700203	130061708300030	61071.00
LLA :		
AG 1771319 65YV 251 CV378 0 050120 2D 000000 A10003782812		
700301	130061504500003	15892.56
LLA :		
AD 1761611 6218 251 CV312 0 050120 2D 000000 A20003765046		
700302	130061508100003	38491.41
LLA :		
AA 1771804 8B5B 251 CV312 0 050120 2D 000000 A00003765078		
700303	130061708300040	13593.00
LLA :		
AG 1771319 65YV 251 CV378 0 050120 2D 000000 A10003782812		
700401	130061504500004	127035.48
LLA :		
AE 1761611 6218 251 CV312 0 050120 2D 000000 A40003765046		
700402	130061508100004	127303.34
LLA :		
AA 1771804 8B5B 251 CV312 0 050120 2D 000000 A00003765078		

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700403 130061708300050 48410.00
 LLA :
 AG 1771319 65YV 251 CV378 0 050120 2D 000000 A10003782812

900001 130061504500005 10000.00
 LLA :
 AF 1761611 6218 251 CV312 0 050120 2D 000000 A10003765046

900002 130061508100005 30809.73
 LLA :
 AA 1771804 8B5B 251 CV312 0 050120 2D 000000 A00003765078

900003 130061708300060 23160.00
 LLA :
 AH 1771319 65YV 251 CV378 0 050120 2D 000000 A20003782812

BASE Funding 1786545.32
 Cumulative Funding 1786545.32

MOD P00001 Funding 0.00
 Cumulative Funding 1786545.32

MOD P00002

700101 130061504500006 261167.53
 LLA :
 AB 1761611 6218 251 CV312 0 050120 2D 000000 A00003765046

700102 130061508100006 582083.00
 LLA :
 AA 1771804 8B5B 251 CV312 0 050120 2D 000000 A00003765078

700201 130061504500007 97869.29
 LLA :
 AC 1761611 6218 251 CV312 0 050120 2D 000000 A30003765046

700202 130061508100007 218128.00
 LLA :
 AA 1771804 8B5B 251 CV312 0 050120 2D 000000 A00003765078

700301 130061504500008 8669.87
 LLA :
 AD 1761611 6218 251 CV312 0 050120 2D 000000 A20003765046

700302 130061508100008 19323.00
 LLA :
 AA 1771804 8B5B 251 CV312 0 050120 2D 000000 A00003765078

700401 130061504500009 80971.11
 LLA :
 AE 1761611 6218 251 CV312 0 050120 2D 000000 A40003765046

700402 130061508100009 180466.00
 LLA :
 AA 1771804 8B5B 251 CV312 0 050120 2D 000000 A00003765078

7007AA 130063250000001 659288.00
 LLA :
 AL 97-11X8242 2880 000 74802 0 065916 2D PUK044 708380010FBT

9001AA 130063250000002 85839.00
 LLA :
 AL 97-11X8242 2880 000 74802 0 065916 2D PUK044 708380010FBT

MOD P00002 Funding 2193804.80
 Cumulative Funding 3980350.12

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MOD P00003 Funding 0.00
Cumulative Funding 3980350.12

MOD P00004

700104 130061708300090 216048.00

LLA :
AP 1771319 64PF 251 CV378 0 050120 2D 000000 A50003782812

700204 130061708300100 90000.00

LLA :
AP 1771319 64PF 251 CV378 0 050120 2D 000000 A50003782812

700304 130061708300110 25000.00

LLA :
AP 1771319 64PF 251 CV378 0 050120 2D 000000 A50003782812

700404 130063156500001 222805.00

LLA :
AJ 1771804 60BA 257 00060 R 068732 2D C3T4GN 635957E1CR4P

7006AA 130063440600001 159000.00

LLA :
AM 97-11X8242 PPS4 251 V1C00 0 050120 2D 000000 A00003924979

900004 130063156500002 1000.00

LLA :
AJ 1771804 60BA 257 00060 R 068732 2D C3T4GN 635957E1CR4P

900005 130061708300130 20000.00

LLA :
AQ 1771319 64PF 251 CV378 0 050120 2D 000000 A60003782812

9002AA 130063440600002 1000.00

LLA :
AM 97-11X8242 PPS4 251 V1C00 0 050120 2D 000000 A00003924979

MOD P00004 Funding 734853.00
Cumulative Funding 4715203.12

MOD P00005

700801 130061708300140 879367.00

LLA :
AP 1771319 64PF 251 CV378 0 050120 2D 000000 A50003782812

700802 130061708300150 1684081.00

LLA :
AG 1771319 65YV 251 CV378 0 050120 2D 000000 A10003782812

700803 130061708300160 317079.00

LLA :
AG 1771319 65YV 251 CV378 0 050120 2D 000000 A10003782812

700804 130061708300170 562192.00

LLA :
AH 1771319 65YV 251 CV378 0 050120 2D 000000 A70003782812

700805 130061708300180 145000.00

LLA :
AH 1771319 65YV 251 CV378 0 050120 2D 000000 A70003782812

700806 130061708300190 899431.83

LLA :
AH 1771319 65YV 251 CV378 0 050120 2D 000000 A70003782812

700807 130061708300200 690733.06

LLA :
AH 1771319 65YV 251 CV378 0 050120 2D 000000 A70003782812

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700808 130061750500002 61000.00

LLA :
AR 1771810 Y3SZ 251 00019 0 050120 2D 000000 A10003787067

700809 130061750300001 3000.00

LLA :
AS 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003787063

700810 130064435500001 13000.00

LLA :
AT 1771804 4A2A 251 00019 0 050120 2D 000000 A00004002841

MOD P00005 Funding 5254883.89
Cumulative Funding 9970087.01

MOD P00006 Funding 0.00
Cumulative Funding 9970087.01

MOD P00007

7006AA 130063440600003 44996.00

LLA :
AM 97-11X8242 PPS4 251 V1C00 0 050120 2D 000000 A00003924979
2410(a) funds expire for this SLIN 365 days from effective date of above
modification, or through POP date identified in Section F, whichever occurs first.
Contractor may continue to invoice after this date, but only for work performed
during the applicable period.

700811 130067011400001 1761450.00

LLA :
AU 1741611 6218 251 CV312 0 050120 2D 000000 A10004172932

700812 130067011400002 564304.00

LLA :
AU 1741611 6218 251 CV312 0 050120 2D 000000 A10004172932

700813 130067011400003 615288.00

LLA :
AU 1741611 6218 251 CV312 0 050120 2D 000000 A10004172932

700814 130065533200002 37521.00

LLA :
AV 1771804 4A4A 251 00019 0 050120 2D 000000 A10004077194

900006 130067011400004 9190.00

LLA :
AU 1741611 6218 251 CV312 0 050120 2D 000000 A10004172932

9002AA 130063440600004 9000.00

LLA :
AM 97-11X8242 PPS4 251 V1C00 0 050120 2D 000000 A00003924979
2410(a) funds expire for this SLIN 365 days from effective date of above
modification, or through POP date identified in Section F, whichever occurs first.
Contractor may continue to invoice after this date, but only for work performed
during the applicable period.

MOD P00007 Funding 3041749.00
Cumulative Funding 13011836.01

MOD P00008

700815 130068725600001 1519773.40

LLA :
AW 1741611 6218 251 CV312 0 050120 2D 000000 A00004325853

700816 130068725600002 37366.60

LLA :

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AW 1741611 6218 251 CV312 0 050120 2D 000000 A00004325853

700817 130068725600003 119763.65

LLA :

AX 1721611 6218 251 CV312 0 050120 2D 000000 A10004325853

700818 130068725600004 23878.31

LLA :

AW 1741611 6218 251 CV312 0 050120 2D 000000 A00004325853

710101 130068725600006 3868118.14

LLA :

AX 1721611 6218 251 CV312 0 050120 2D 000000 A10004325853

710102 130068725600007 1002044.62

LLA :

AX 1721611 6218 251 CV312 0 050120 2D 000000 A10004325853

710103 130068725600008 223738.66

LLA :

AX 1721611 6218 251 CV312 0 050120 2D 000000 A10004325853

710104 130068725600009 971631.73

LLA :

AX 1721611 6218 251 CV312 0 050120 2D 000000 A10004325853

900007 130068725600005 6840.27

LLA :

AW 1741611 6218 251 CV312 0 050120 2D 000000 A00004325853

910001 130068725600010 41666.67

LLA :

AX 1721611 6218 251 CV312 0 050120 2D 000000 A10004325853

MOD P00008 Funding 7814822.05
Cumulative Funding 20826658.06

MOD P00009

710105 130061708300250 104166.00

LLA :

AY 1781319 65YV 251 CV378 0 050120 2D 000000 A80003782812

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710106 130061708300240 13890.00

LLA :

AZ 1781319 65YV 251 CV378 0 050120 2D 000000 A90003782812

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710107 130061708300260 60000.00

LLA :

BA 1781319 64PF 251 CV378 0 050120 2D 000000 B00003782812

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7106AA 130069410800001 190000.00

LLA :

BB 97-11X8242 PPT4 251 V1C00 0 050120 2D 000000 A00004376836

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7107AA 130063250000005 502426.00

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LLA :

AL 97-11X8242 2880 000 74802 0 065916 2D PUK044 708380010FBT
 2410(a) funds expire for this SLIN 365 days from effective date of above
 modification, or through POP date identified in Section F, whichever occurs first.
 Contractor may continue to invoice after this date, but only for work performed
 during the applicable period.

9101AA 130063250000006 110000.00

LLA :

AL 97-11X8242 2880 000 74802 0 065916 2D PUK044 708380010FBT
 2410(a) funds expire for this SLIN 365 days from effective date of above
 modification, or through POP date identified in Section F, whichever occurs first.
 Contractor may continue to invoice after this date, but only for work performed
 during the applicable period.

9102AA 130069410800002 10000.00

LLA :

BB 97-11X8242 PPT4 251 V1C00 0 050120 2D 000000 A00004376836
 2410(a) funds expire for this SLIN 365 days from effective date of above
 modification, or through POP date identified in Section F, whichever occurs first.
 Contractor may continue to invoice after this date, but only for work performed
 during the applicable period.

MOD P00009 Funding 990482.00
 Cumulative Funding 21817140.06

MOD P00010

710105 130061708300250 145834.00

LLA :

AY 1781319 65YV 251 CV378 0 050120 2D 000000 A80003782812
 Contractor may NOT perform against this SLIN after POP date identified in Section
 F. Contractor may continue to invoice after this date, but only for work performed
 through and including the aforementioned date.

710106 130061708300240 41670.00

LLA :

AZ 1781319 65YV 251 CV378 0 050120 2D 000000 A90003782812
 Contractor may NOT perform against this SLIN after POP date identified in Section
 F. Contractor may continue to invoice after this date, but only for work performed
 through and including the aforementioned date.

710107 130061708300260 30000.00

LLA :

BA 1781319 64PF 251 CV378 0 050120 2D 000000 B00003782812
 Contractor may NOT perform against this SLIN after POP date identified in Section
 F. Contractor may continue to invoice after this date, but only for work performed
 through and including the aforementioned date.

710108 130069397000001 10000.00

LLA :

BC 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004375658
 Contractor may NOT perform against this SLIN after POP date identified in Section
 F. Contractor may continue to invoice after this date, but only for work performed
 through and including the aforementioned date.

710109 130069397000002 20000.00

LLA :

BD 97X4930 NH2A 251 77777 0 050120 2F 000000 A10004375658
 Contractor may NOT perform against this SLIN after POP date identified in Section
 F. Contractor may continue to invoice after this date, but only for work performed
 through and including the aforementioned date.

710110 130069397000003 5000.00

LLA :

BE 97X4930 NH2A 251 77777 0 050120 2F 000000 A20004375658
 Contractor may NOT perform against this SLIN after POP date identified in Section
 F. Contractor may continue to invoice after this date, but only for work performed
 through and including the aforementioned date.

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710111 130071294100001 593012.00

LLA :

BF 1781804 8B5B 251 CV312 0 050120 2D 000000 A00004518505

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710112 130071294100002 165000.00

LLA :

BF 1781804 8B5B 251 CV312 0 050120 2D 000000 A00004518505

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

910002 130071294100003 8334.00

LLA :

BF 1781804 8B5B 251 CV312 0 050120 2D 000000 A00004518505

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD P00010 Funding 1018850.00
Cumulative Funding 22835990.06

MOD P00011

710106 130061708300330 3399294.08

LLA :

AZ 1781319 65YV 251 CV378 0 050120 2D 000000 A90003782812

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710107 130061708300270 1992051.00

LLA :

BA 1781319 64PF 251 CV378 0 050120 2D 000000 B00003782812

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710113 130068725600018 1293339.00

LLA :

BG 1741611 6218 251 CV312 0 050120 2D 000000 A30004325853

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

910003 130061708300310 25000.00

LLA :

BH 1781319 64PF 251 CV378 0 050120 2D 000000 B10003782812

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

910004 130061708300360 4167.00

LLA :

BJ 1781319 65YV 251 CV378 0 050120 2D 000000 B20003782812

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD P00011 Funding 6713851.08
Cumulative Funding 29549841.14

MOD P00012

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710114 130073194600001 13000.00

LLA :

BK 1781804 4A2A 251 00019 0 050120 2D 000000 A00004635588

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710115 130073111200001 38321.00

LLA :

BL 1781810 Y3SZ 251 00019 0 050120 2D 000000 A00004629717

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710116 130073894700001 32000.00

LLA :

BM 1781810 Y2AF 251 00019 0 050120 2D 000000 A00004678921

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD P00012 Funding 83321.00
Cumulative Funding 29633162.14

MOD P00013

720101 130068725600019 1147186.92

LLA :

BG 1741611 6218 251 CV312 0 050120 2D 000000 A30004325853

MOD P00013 Funding 1147186.92
Cumulative Funding 30780349.06

MOD P00014

720102 130077320600001 965000.00

LLA :

BN 1791804 8B5B 251 CV312 0 050120 2D 000000 A00004950520

720103 130076827300001 10000.00

LLA :

BP 97X4930 NH2A 251 77777 0 050120 2F 000000 A00004909252

720104 130076945100001 61000.00

LLA :

BQ 1791804 4A4A 251 00019 0 050120 2D 000000 A00004917760

7207AA 130063250000007 617424.00

LLA :

AL 97-11X8242 2880 000 74802 0 065916 2D PUK044 708380010FBT

920001 130077320600002 15000.00

LLA :

BN 1791804 8B5B 251 CV312 0 050120 2D 000000 A00004950520

9201AA 130063250000008 110000.00

LLA :

AL 97-11X8242 2880 000 74802 0 065916 2D PUK044 708380010FBT

MOD P00014 Funding 1778424.00
Cumulative Funding 32558773.06

MOD P00015

720105 130078234500001 1642715.43

LLA :

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BR 1781611 6218 251 CV312 0 050120 2D 000000 A00005022765

720106 130078141500001 741230.24

LLA :

BS 1791804 8H2G 251 V7200 0 050120 2D 000000 A00005014500

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7207AB 130076805800001 192000.00

LLA :

BT 97-11X8242 PPU4 251 V1C00 0 050120 2D 000000 A00004908830

920002 130078234500002 10000.00

LLA :

BR 1781611 6218 251 CV312 0 050120 2D 000000 A00005022765

920003 130078141500002 15833.35

LLA :

BS 1791804 8H2G 251 V7200 0 050120 2D 000000 A00005014500

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9201AB 130076805800002 8000.00

LLA :

BT 97-11X8242 PPU4 251 V1C00 0 050120 2D 000000 A00004908830

MOD P00015 Funding 2609779.02
Cumulative Funding 35168552.08

MOD P00016

720107 130077320600003 1060000.00

LLA :

BN 1791804 8B5B 251 CV312 0 050120 2D 000000 A00004950520

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7207AC 130063250000009 20552.32

LLA :

CY 97-11X8242 2880 000 74802 0 065916 2D PUK044 708380010FBT

MOD P00016 Funding 1080552.32
Cumulative Funding 36249104.40

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

CPFF/CPIF/ODC			
ITEM	ALLOTED TO COST	ALLOTED TO FEE	EST. POP THROUGH
7001			
7002			
7003			
7004			
7008			
7201			
9000			
9100			
9200			

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(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 7006AA, 7007AA, 7101, 7106AA, 7107AA, 7207AA, 7207AB, 7207AC, 9001AA, 9002AA, 9101AA, 9102AA, 9201AA, 9201AB are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

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

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

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting

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forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

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

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

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

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following: (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work. (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

5252.227-9100 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. Appropriate safeguards must be proposed by the Contractor and approved by the Contracting Officer for Security for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an

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administrative or judicial tribunal, shall be brought to the attention of the Contracting Officer for Security.

(b) The Contracting Officer for Security shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the Contracting Officer for security impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 09T1).

5252.227-9101 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (JAN 2008)(MODIFIED)(JUN 2013)

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

(b) Equipment and technical data defined as Naval Nuclear Propulsion information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

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(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

5252.227-9114 UNLIMITED RIGHTS IN TECHNICAL DATA NUCLEAR PROPULSION PLANT SYSTEMS (NOV 1996)

(a) Pursuant to subparagraph (b)(1) of the clauses entitled "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" (DFARS 252.227 7013) and "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), it is agreed that all technical data pertaining to nuclear propulsion plant systems under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08), which is specified to be delivered pursuant to this contract, shall be delivered with unlimited rights, provided, however, that nothing in the clause shall be deemed to require any subcontractor of any tier under this contract to deliver or furnish with unlimited rights any technical data which he is entitled to deliver with other than unlimited rights pursuant to said "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" or "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" clauses.

(b) It is further agreed that promptly after delivery of the vessel, or after any termination of all work under this contract, the Contractor shall submit a letter report to the Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08) listing and providing a brief description of all items of technical data pertaining to the reactor plant(s) of the vessel(s) developed or prepared under this contract which were not specified to be delivered pursuant to this contract. The Contractor shall furnish in the Contractor's format and at the cost of reproduction, with unlimited rights, copies of items of technical data so reported or which should have been reported, as the Government may require in writing from time to time and at any time. However, nothing in this

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requirement shall require the Contractor to retain any item of such technical data beyond the period provided for in this contract, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

Security classification guides (OPNAVINST 5513 series) and controlled unclassified information (e.g., FOUO, distribution statement controlled) are not authorized for public release; therefore, they cannot be posted on a publicly accessible web-server or transmitted over the internet unless appropriately encrypted. Request for public release cannot be transmitted via the internet until the contractor receives final approval from NAVSEA (SEA 00D).

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting OCT 2016

All clauses in the basic MAC IDIQ contract apply to this Task Order, as applicable.

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

CLAUSES INCORPORATED BY FULL TEXT

52.216-8 Fixed Fee (Jun 2011)

Applicable to ALL CPFF CLINs

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

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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

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

Item	Latest Option Exercise Date
7102	02/02/2019
7103	02/02/2019
7104	02/02/2019
7105	02/02/2019

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7202 02/02/2020
7203 02/02/2020
7204 02/02/2020
7205 02/02/2020
7301 02/02/2021
7302
7303
7304
7305 02/02/2021
7401 02/02/2022
7402
7403
7404 11/30/1999
7405 02/02/2022
9300 11/30/1999
9400 11/30/1999

(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 man-hours 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 man-hours specified in paragraph (a) of the aforementioned requirement have been expended.

52.244-2 Subcontracts (Oct 2010) Alternate I (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

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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:

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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(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.

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) 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: TBD at time of award.

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

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

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

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

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

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

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

Contract Security Classification Specification (DD 254)

Program Executive Office (PEO) PMS Carriers Organization Chart

Contract Data Requirements List (CDRLs)

Award Term Plan - Deleted

QASP

Key Personnel List