

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7979		2. DELIVERY ORDER NO. N0016419F3007		3. EFFECTIVE DATE 2019 Jun 07		4. PURCH REQUEST NO. N/A		5. PRIORITY DO-A5					
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 3373 Crane IN 47522-5001 Ulanda F Sanders/0222 812-854-6678			CODE N00164		7. ADMINISTERED BY DCMA HAMPTON 2128 Pershing Avenue Fort Eustis VA 23604			CODE S5111A SCD: C					
9. CONTRACTOR T-Solutions, Inc. 860 Greenbrier Cir, Ste 405 Chesapeake VA 23320			CODE 3EZR6		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED				
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		14. SHIP TO See Section D			15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>			
16. TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.							
PURCHASE						Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
T-Solutions, Inc.			Aimee Walker Contracts Administrator										
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)				
If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule													
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT				
	See Schedule												
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL					
				BY: <span style="background-color: black; color: black;">XXXXXXXXXX</span>				26. DIFFERENCES					
				06/07/2019 CONTRACTING/ORDERING OFFICER									
27a. QUANTITY IN COLUMN 20 HAS BEEN													
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS					
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
f. TELEPHONE				g. E-MAIL ADDRESS				FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT				34. CHECK NUMBER					
				COMPLETE									
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL		35. BILL OF LADING NO.					
						FULL							
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

**GENERAL INFORMATION**

Award Task Order N0016419F3007 under contract N00178-14-D-7979 for [REDACTED] hours with a total estimated value of [REDACTED] with one (1) year base period and four (4) one (1) year option periods.

Section B:

Updated Fixed Fee Table

Section C:

Updated HQ C-2-0014

Section F:

1. Updated Period of Performance dates.

Section G:

**INSTRUCTION AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE.**

1. Completed 252.232-7006 Wide Area Workflow Payment Instructions
2. Completed HQ G-2-0002 Contract Administration Data
3. Completed HQ G-2-0003 Contracting Officer's Representative
4. Completed HQ G-2-0004 Purchasing Office Representative

Section I:

1. Completed 52.244-2 Subcontracts

Section J:

1. Deleted Attachments related to solicitation only.

The total amount of funds obligated to the task is hereby increased from \$0.00 by [REDACTED] to [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700001	SCN	[REDACTED]	[REDACTED]	[REDACTED]
9001AA	SCN	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	0.00	[REDACTED]	[REDACTED]

9000	0.00	██████████	██████████
9001AA	0.00	██████████	██████████

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

CLIN/SLIN	From	To
7000		6/7/2019 - 6/6/2020
7010		6/7/2019 - 6/6/2020
7020		6/7/2019 - 6/6/2020
7100		6/7/2020 - 6/6/2021
7110		6/7/2020 - 6/6/2021
7120		6/7/2020 - 6/6/2021
7200		6/7/2021 - 6/6/2022
7210		6/7/2021 - 6/6/2022
7220		6/7/2021 - 6/6/2022
7300		6/7/2022 - 6/6/2023
7310		6/7/2022 - 6/6/2023
7320		6/7/2022 - 6/6/2023
7400		6/7/2023 - 6/6/2024
7410		6/7/2023 - 6/6/2024
7420		6/7/2023 - 6/6/2024
9000		6/7/2019 - 6/6/2020
9001AA		6/7/2019 - 6/6/2020
9100		6/7/2020 - 6/6/2021
9200		6/7/2021 - 6/6/2022
9300		6/7/2022 - 6/6/2023
9400		6/7/2023 - 6/6/2024

52.232-22 Limitation of Funds clause applies.

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Base Year Labor: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)	██████	LH	\$ ████████	\$ ████████	\$ ████████
700001	R425	Funding in support of labor for DDG119. (SCN)					
7010	R425	Base Year Surge Labor: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)  Option	██████	LH	\$ ████████	\$ ████████	\$ ████████
7020	R425	Base Year FMS: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)	██████	LH	\$ ████████	\$ ████████	\$ ████████
7100	R425	Option Year 1 Labor: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)  Option	██████	LH	\$ ████████	\$ ████████	\$ ████████
7110	R425	Option Year 1 Surge Labor: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)  Option	██████	LH	\$ ████████	\$ ████████	\$ ████████
7120	R425	Option Year 1 FMS: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)  Option	██████	LH	\$ ████████	\$ ████████	\$ ████████
7200	R425	Option Year 2 Labor: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)  Option	██████	LH	\$ ████████	\$ ████████	\$ ████████
7210	R425	Option Year 2 Surge Labor: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)  Option	██████	LH	\$ ████████	\$ ████████	\$ ████████
7220	R425	Option Year 2 FMS: Professional Support	██████	LH	\$ ████████	\$ ████████	\$ ████████

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Services required by AEGIS TECH REP. (Fund Type - TBD)					
		Option					
7300	R425	Option Year 3 Labor: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)	██████	LH	\$ ██████	\$ ██████	\$ ██████
		Option					
7310	R425	Option Year 3 Surge Labor: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)	██████	LH	\$ ██████	\$ ██████	\$ ██████
		Option					
7320	R425	Option Year 3 FMS: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)	██████	LH	\$ ██████	\$ ██████	\$ ██████
		Option					
7400	R425	Option Year 4 Labor: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)	██████	LH	\$ ██████	\$ ██████	\$ ██████
		Option					
7410	R425	Option Year 4 Surge Labor: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)	██████	LH	\$ ██████	\$ ██████	\$ ██████
		Option					
7420	R425	Option Year 4 FMS: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)	██████	LH	\$ ██████	\$ ██████	\$ ██████
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		In accordance with (IAW) the Statement Of Work(SOW), and CDRL(s) A001 thru A006, and applicable DIDs, the Government shall have unlimited rights to all Data/Tech Data generated in the performance of this contract, whether to be delivered or not, IAW DFARS 252.227-7013; and similarly to all computer software and computer software documentation generated in the performance of this contract, whether required to be delivered or not, IAW DFARS 252.227-7014; unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017.	1.0	LO			NSP

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Base Year ODC: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD)	1.0	LO	\$ [REDACTED]
9001		Base Year ODC: Professional Support Services required by AEGIS TECH REP.			\$ [REDACTED]
9001AA	R425	ODC in support of DDG 119 (SCN)	1.0	LO	\$ [REDACTED]
9100	R425	Option Year 1 ODC: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]
9200	R425	Option Year 2 ODC: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]
9300	R425	Option Year 3 ODC: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]
9400	R425	Option Year 4 ODC: Professional Support Services required by AEGIS TECH REP. (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]

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

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

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

**HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE**

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

**HQ B-2-0010 OPTION**

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

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)  
- APPLICABLE TO CLINS:7000-7410**

**Applicable to CLINs: 7000, 7010, 7020, 7100, 7110, 7120, 7200, 7210, 7220, 7300, 7310, 7320, 7400, 7410, 7420.**

(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.

**FIXED FEE TABLE**

			Hourly Rate(s)		Totals	
CLIN	Contract Type	Man-Hour (Hr)	Estimated Cost/Hr (Rate)	Fixed Fee/Hr (FF)	Fixed Fee (Hrs x FF)	Estimated Cost (Hr x Rate)
7000	CPFF	██████	██████	██████	████████████████	
7010	CPFF	██████	██████	██████	████████	████████
7020	CPFF	██████	██████	██████	████████	████████
7100	CPFF	██████	██████	██████	████████████████	

7110	CPFF	████	████	████	████	████
7120	CPFF	████	████	████	████	████
7200	CPFF	████	████	████	████████████████████	
7210	CPFF	████	████	████	████	████
7220	CPFF	████	████	████	████	████
7300	CPFF	████	████	████	████████████████████	
7310	CPFF	████	████	████	████	████
7320	CPFF	████	████	████	████	████
7400	CPFF	████	████	████	████████████████████	
7410	CPFF	████	████	████	████	████



7420	CPFF	████	████	████	████	████
7999	NSP	-	-	-	-	-

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

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)**

**Applicable to CLINs: 9000, 9100, 9200, 9300, 9400.**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by 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 incidental 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 incidental 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,

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- 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.

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **WORKFORCE MANAGEMENT, BUSINESS FINANCE, SECURITY, AND INFORMATION TECHNOLOGY SUPPORT**

#### **SCOPE:**

AEGIS Technical Representative provides on-site direction, oversight and support that validate the total AEGIS Weapon System and AEGIS Combat System designs. This includes system engineering, test and evaluation, logistics, production, acquisition, and technical, cybersecurity, and management functions required for upgrading and maintaining AEGIS Weapon System baseline development. The Contractor shall provide vital support in the functional areas of workforce management, business operations, security and information technology that will aid the operations, evaluation, analysis, review and approval of AEGIS specifications, documentation, equipment, and computer programs.

#### **BACKGROUND:**

The Navy continues to develop and procure combat system improvements for the two major classes of AEGIS ships: the USS TICONDEROGA (CG 47) Class Cruiser and the USS ARLEIGH BURKE (DDG 51) Class Destroyer in addition to support for Foreign Military Sales and the United States Coast Guard. Supporting these efforts are field commands and shore sites dedicated to research, development, engineering, testing, acquisition, logistics, and training support to the AEGIS fleet. AEGIS Technical Representative manages the Government-owned and operated Vice Admiral James H. Doyle, Jr., Combat System Engineering Development Site located in Moorestown, New Jersey.

#### **COMMAND MISSION:**

The mission of AEGIS Technical Representative is to provide Assistant Program Managers with Navy's on-site leadership and system engineering support to validate total ship combat system design, monitor production, accept weapon system delivery, integrate and test combat system equipment and computer programs, evaluate operational suitability, provide the fleet interface for interim logistics support, oversee Contractor depot operations, support initial crew training and operational evaluations, and other functions as directed.

AEGIS Technical Representative, at its Combat System Engineering Development Site facility, routinely conducts operations and provides related support on a three-shift, twenty-four-hour-a-day, and seven-day-week basis. Major products derived from the AEGIS Technical Representative mission support process include delivery of tactical and experimental computer programs, certified Foreign Military Sales computer programs, delivery and shipment of AEGIS Weapon System equipment, and acceptance of test plans, procedures and specifications. This includes the Common Source Library and United Stages Coast Guard, Littoral Combat Ship and Frigate Combat System derivatives.

#### **APPLICABLE DOCUMENTS:**

Listed below are documents necessary to identify and clarify the work requirements and deliverable products which are directives, instructions, notices and other documents that are

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currently in use at AEGIS Technical Representative. All of these documents, updates or additional documents will be available to the Contractor during performance of the Task Order at the AEGIS Technical Representative Office. The lists below are not all inclusive. Some of the material listed may be superseded or deleted to accommodate on-going requirements.

**INSTRUCTIONS AND NOTICES:**

***Workforce Management***

- SECNAVINST 12250.6      Civilian HR Management in the DON
- SECNAVINST 1650.1              Navy and Marine Corps Award Manual
- SECNAVINST 12410.25      Civilian Employee Training Career Development
- SECNAVINST M-5210.2      SSIC Manuel
- SECNAVINST M-5210.1      Records Management Manual
- SECNAVINST 5354.2              DON Equal Opportunity, EEO, and Diversity Oversight
- NAVSEAINST 12610.3      Timekeeping Policy and Procedures for Civilian Employees of  
Headquarters and PEOs

***Business Finance***

- OMB Circular A-11              Preparation, Submission, and Execution of the Budget
- OMB Circular A-76              Performance of Commercial Activities
- OMB Circular A-123              Management's Responsibility for Internal Control
- OMB Circular A-127              Policies and Standards for Financial Management Systems
- OMB Circular A-134              Financial Accounting Principles and Standards
- OMB Circular A-136              Financial Reporting Requirements
- DODI 7000.14              Financial Management Regulation (FMR)
- Joint Travel Regulation (JTR)
- DODI 5154.31              Commercial Travel Management
- SECNAVINST 7000.27              Comptroller Organizations
- SECNAVINST 5200.35              DON Managers' Internal Control Manual
- SECNAV M-5000.2              Acquisition and Capabilities Guidebook
- NAVSUPINST 4200.99              DON Policies and Procedures for the Operation and Management  
of the GCPC
- NAVSUPINST 4650.21              DON Simplified Acquisition Procedures

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NAVSOP-1000 DON Financial Management Policy Manual

***Security***

SECNAV M-5510.36 Emergency Action Plan for the Protection and Destruction of  
Classified Material

OPNAVINST 3432.1A Navy Operations Security

CNCINST 3340.17 Navy Installation Emergency Management Program

NAVSEAINST 3432.1A NAVSEA Command Operations Security Program

NAVSEAINST 2210.1 NAVSEA Photographic, Audible Recording and Portable  
Electronic Devices Policy

***Cybersecurity***

Federal management Regulation Bulletin B2

NIST SP 800-53 Security and Privacy Controls for Federal Information Systems  
and Organizations

CJCS INST 6510.01 IA and Support to Computer Network Defense

DODI 8500.01 Cybersecurity

DODI 8510.01 Risk Management Framework (RMF) for DOD IT (IT)

DODI 8140.01 Cyberspace Workforce Management

DODI 8570.01 IA Workforce Improvement Program

SECNAV INST 1543.2 Cyberspace IT Workforce Continuous Learning

SECNAV INST 5239.3 DON Cybersecurity Policy

OPNAV INST 5239.1 DON IA Program

NAVSEAINST 2300.1 Guidance Concerning the Use of Telecommunication Systems and  
Services

A list of AEGIS Technical Representative Instructions will be provided at the  
time of award.

**1 – GENERAL REQUIREMENTS:**

The Contractor shall provide specific technical support for AEGIS Technical Representative mission operations along major mission lines as defined herein and in accordance with the Technical Instructions issued by the Procuring Contracting Officer or his duly authorized representatives. The specific operations to be supported by the Contractor include workforce management, business finance, security and information technology support.

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The Contractor shall transition to provide the proper mix of fully qualified personnel to meet requirements as cited herein. The Contractor shall support the Director, Corporate Operations or Team Leaders, and AEGIS Technical Representatives mission. Duties include: program management, personnel and human resource management, facility coordination, business financial support, travel support, physical security and security operations, website development and management, cybersecurity and Information Technology support.

The Contractor support team shall be comprised of an effective and efficient mix of experienced and technical expertise that provides an adaptable and flexible structure that is best suited to accomplish both planned and emergent tasks. The team structure shall maximize productivity, efficiency, and accountability within all funding provided by the Government. The Contractor shall execute requirements that provides and demonstrates high quality, timely and well-integrated support services.

The Contractor shall, in order to fully integrate its activity with that of the Government, identify workable and effective use of Contractor resources including personnel, facilities, and schedules. Multiple shift operations and the relative high priority of all mission events dictate careful and detailed management planning and support by the Contractor.

1.a – Facilities:

1. The Contractor shall co-locate and fully integrate into the Government’s facilities. The Government shall provide general office provisions such as desks, cubes and accessories.

a. Any costs associated with leased space shall be an indirect cost and not invoiced separately or through an Other Direct Cost.

b. The Contractor shall ensure authorized personnel have approved physical access to facilities under their control and ensure that access is granted at the appropriate level, reviewing and processing requests for access.

1.b – Sensitive, Proprietary, and Personally Identifiable Information Safeguarding:

a. Work under this Task Order will require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code. Section 552a and applicable agency rules and regulations apply. Access to and preparation of sensitive information subject to Privacy Act and Business Sensitive safeguarding and destruction shall be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to Privacy Act data in support of this Task Order must sign a Privacy Act certification. Reference the Department of the Navy, Chief Information Officer website for complete Contractor guidance on protecting Privacy Identification Information.

b. Contractor personnel may be required to sign Non-Disclosure Agreements as applicable to specific Statement of Work tasking. The Contracting Officer Representative will notify the Contractor of the number and type of personnel that will need to sign the Non-Disclosure Agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the Contracting Officer Representative for endorsement and retention.

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1.c – Delivery of Data:

1. The Contractor shall deliver technical, financial, management or status information to the Government in accordance with the attached Contractor Deliverable Requirements List.

1.d – Key Personnel:

1. The Contractor shall provide highly qualified individuals that meet the Key Personnel requirements herein:

**a. Program Manager**

- i. Required: Minimum 20 years’ experience with DoD/DON programs and Industry or Government technical or business management.
- ii. Desired: Minimum of 15 years’ supervisory experience.
- iii. Desired: Bachelor degree (BS/BA) in a related business management or finance field, or a minimum of 20 years of experience of in-depth specialized knowledge in the related field.

**b. Analyst, Management III**

- i. Desired: Minimum 20 years’ experience with DoD/DON programs and Industry or Government technical or business management.
- ii. Desired: Minimum 5 years’ experience providing direct executive support to Senior Leadership at the O-6 or equivalent level.
- iii. Required: Minimum Green Belt Certification in Lean Six Sigma or related process improvement certification.

**c. Specialist, Security III**

- i. Desired: Minimum 15 years' experience in Security Operations to include Personnel Security, Physical Security, Information Security, Industrial Security and Operational Security.
- ii. Required: Security Fundamentals Professional Certification (SFPC) or other Security Professional Education Development (SPeD) certification.

**d. Software Engineer III**

- i. Desired: Minimum 15 years’ experience in web application development and database programming.
- ii. Required: Either an advanced/master level vendor Cyber-related certification (e.g., Certified Secure Software Lifecycle Professional (CSSLP)) or a graduate level degree from an accredited university in a Specialty Area Code/Work Role Code-related field.
- iii. Desired: Completed SECNAV M-5239.2 (or superseded SECNAV manual) approved Adobe ColdFusion programming training and/or approved Microsoft Structured Query Language (SQL) programming training.
- iv. Required: Must currently possess and maintain an adjudicated Tier Five/Single Scope

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Background Investigation.

**e. Fully Qualified Navy Validator (FQNV) Level III**

- i. Required: Appointed as a FQNV Level III by the Navy Security Control Assessor (SCA).
- ii. Required: Either an advanced/master level vendor Cyber-related certification (e.g., CISSP, CISM, GSLC, or CASP) or a graduate level degree from an accredited university in a Specialty Area Code/Work Role Code-related field.
- iii. Desired: Minimum 10 years' Cybersecurity experience performing Validation duties on Certification & Accreditation/Assessment & Authorization packages.
- iv. Required: Must currently possess and maintain an adjudicated Tier Five/Single Scope Background Investigation.
- v. Desired: Completion of Navy Security Control Assessor approved instructor-led Navy Validator Course.
- vi. Desired: Completion of instructor-led: DISA Assured Compliance Assessment Solution (ACAS) training, or Tenable Compliance Auditing training; or tenable Nessus Advanced Capabilities Training and/or completion of instructor-led DISA Enterprise Mission Assurance Support Service (eMASS) training.

**f. Specialist, Information Assurance Compliance III**

- i. Desired: Minimum 10 years' experience in Microsoft Windows Server, Adobe ColdFusion, and Microsoft SQL Server administration.
- ii. Required: Either an advanced/master level vendor Cyber-related certification (e.g., CISSP, CISM, GSLC, or CASP) or a graduate level degree from an accredited university in a Specialty Area Code/Work Role Code-related field with the labor category.
- iii. Required: Must currently possess and maintain an adjudicated Tier Five/Single Scope Background Investigation.

**1.e – Security:**

- a. The contractor shall have the ability to receive, log, track and store classified documents, up to SECRET, in accordance with applicable regulations. Security provisions shall include protecting Privacy Act Data & Limited Access data.
- b. The contractor is required to protect critical information associated with this contract to prevent unauthorized disclosure and will observe Operations Security (OPSEC) requirements.
- c. The contractor shall be required to have access to and handling of Communications Security (COMSEC) information and must maintain COMSEC material in accordance with applicable regulations.
- d. The contractor shall be required to have access to Controlled Unclassified Information (CUI) [Formerly for Official Use Only Information] and must maintain CUI in accordance with



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applicable regulations.

e. The contractor shall be required to have access to Secret Internet Protocol Router Network (SIPRNET) and must maintain accounts and access in accordance with applicable regulations.

f. All personnel assigned to Cybersecurity Workforce requirements must have a SECRET Clearance with a Tier 5 Single Scope Background Investigation (SSBI). Interim clearances are acceptable.

g. The contractor shall be required to have access to Defense Technical Information Center.

h. The contractor shall be required to have access to Non-Sensitive Compartmentalized Information (Non-SCI) information and must maintain Non-SCI information in accordance with applicable regulations.

## **2 – WORKFORCE MANAGEMENT:**

The Contractor shall support the Workforce Management Team, Directorate of Corporate Operations and AEGIS Technical Representative. The Workforce Management Team is responsible for administrative operations of AEGIS Technical Representative including administrative support, personnel recruitment, awards and recognition, training and developmental programs, performance management, special projects, program management, and records management.

### **2.a – Program Management:**

1. The Contractor shall provide executive, analytical and management support services to AEGIS Technical Representative Senior Leadership, Divisions and the Contracting Officer's Representative which include the following efforts:

a. The Contractor shall provide the overall management, planning, control, administration, scheduling and execution of efforts described in the Statement of Work for this Task Order.

b. The Contractor shall have procedures and processes in place to monitor, manage and control cost, resources (dollars, hours, labor) and perform resource estimates for planning Statement of Work activities in order to contain costs.

c. The Contractor shall be responsible for financial planning and budgeting of those funds allocated to perform Statement of Work requirements and meet AEGIS Technical Representative mission, goals and objectives. The Contractor shall provide timely expenditure and financial trend reports monthly.

d. The Contractor shall provide routine reporting of plans, progress, problems, and trends to the Contracting Officer's Representative for efforts of this Statement of Work.

e. The Contractor shall assist the Contracting Officer's Representative with deliverable tracking, review of Procurement Requests, Task Order modifications and assist Task Order and business initiatives and databases including the following:

f. Navy Enterprise Resource Planer, Wide Area Workflow, Standard Procurement System, Navy Enterprise Planner System.

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g. The Contractor shall assist with generating, updating, tracking and consolidating Sponsor Task Planning Sheets/Statement of Work and Technical Instruction across this Task Order.

h. The Contractor shall assist with gathering data and compiling information in response to technical and business and financial data calls as required.

i. The Contractor shall provide timely status of funds for all active year appropriations numerically and graphically on a monthly basis providing expenditures and expenditure rates for all active year appropriations as required.

2. The Contractor shall conduct research, develop, draft and generate compliant and accurate charts, briefings, viewgraphs, maps, and computer-based presentations. All computer-based presentations shall be compatible with AEGIS Technical Representative equipment and programs. Examples of work required are: all hands briefs, organizational charts, new baseline activation charts, operational and management plans, decision and Command Program review briefs, new baseline activation charts, operational and management plans, decision and Command Program Review briefs.

3. The Contractor shall provide Lean Six Sigma, Rapid Improvement/Process Improvement certification to support AEGIS Technical Representative. The Contractor shall implement principles, approaches and methods, as it relates to the mission, vision, and goals of AEGIS Technical Representative process improvement objectives. The Contractor shall assist in the preparation and facilitation of Integrated Product Teams, off-sites, working groups, Lean Events, advisory boards, Naval Sea Systems Command Compliance and Performance Inspections, and audit teams.

4. The Contractor shall assist in the coordination of official events and visits. The Contractor shall ensure events and visits to include coordination of visit requests, event set-up, and coordination with internal and external stakeholders are well orchestrated and complete their objectives in a seamless manner. This includes coordination official functions including: high profile visits, Program Reviews, All Hands, Change of Commands, Award Ceremonies, Employee Equal Opportunity and Diversity Events, and Retirement Ceremonies.

## 2.b – Office Administration:

### 1. Administrative Support

a. The Contractor shall provide overall administrative support to AEGIS Technical Representative in managing and coordinating office calendars of senior leaders, greeting visitors, recording meeting minutes, answering phones and sorting mail.

b. The Contractor shall prepare minutes, agendas, schedules, briefings, and Plan of Action & Milestones.

c. The Contractor shall provide support in the research, preparation and requesting of various authorized supplies or services such as office supplies, office furniture, and other items needed to support AEGIS Technical Representative.

d. The Contractor shall assist in the researching of administrative issues and proposing course(s) of action to gain efficiencies.

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## 2. Records and Correspondence Management

- a. The Contractor shall provide expertise in records management practices. The Contractor shall provide recommended improvements to AEGIS Technical Representatives program management including: Command File Plans, dispositions processes, and retention plans. The Contractor shall ensure AEGIS Technical Representatives personnel are appropriately aware of and following guidance and standard practices. The Contractor shall create briefs to train and inform AEGIS Technical Representative of changes to guidance as well as systems changes and updates.
- b. The Contractor shall provide for the planning and management of an electronic environment in support of paper free document initiatives, which include storage and distribution (e.g. Naval Sea Systems Command, Corporate Document Management System). The Contractor shall perform internet/intranet and paperless studies targeting cost-reducing process improvements and transition of computer based media (i.e. optical, magnetic, and electronic transfer) for documentation, databases, procedures, etc.
- c. The Contractor shall produce accurate and compliant draft AEGIS Technical Representative directives including, letters, memorandums, notices and instructions.
- d. The Contractor shall develop accurate and compliant draft Standard Operating Procedures, plans, processes, point papers, and other relevant documents and materials in support of AEGIS Technical Representative management and execute a process to keep them current/updated.
- e. The Contractor shall assist AEGIS Technical Representative to develop and update personnel guides to serve as operating manuals for various functions.
- f. Create, review, edit, and route general correspondences such including, letters, memorandums, notices and instructions in accordance with Department of the Navy and AEGIS Technical Representative policy.

## 3. Training Management

- a. The Contractor shall assist the Government with the coordination and tracking of training requirements. The Contractor shall provide reports on training statuses of AEGIS Technical Representative personnel and will coordinate training with internal and external persons.

## 4. Awards Management

- a. The Contractor shall assist the Government with coordination and tracking of awards throughout the award process. The Contractor shall create databases or other means to track award statuses and deadlines that include award criteria. The Contractor shall work with Government personnel to identify potential recipients and assist in the award package process. The Contractor shall assist the Government in creating, reviewing, editing, and routing award packages.

## 5. Graphics

- a. The Contractor shall provide graphics support to the command including layouts for brochures, booklets, handouts, posters, presentations, and signs. The Contractor shall provide all materials and items needed accomplish design efforts.

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## 6. Human Resources

- a. The Contractor shall assist the Government in various aspects of Human Resource activities including: recruitment actions, Equal Employment Opportunity and Diversity requirements, retirement, personnel realignments or transfers, and other personnel actions.
- b. The Contractor shall assist the Government in managing the Government's performance systems. The Contractor shall serve as a coordinator ensuring members are added, deleted, and moved accordingly. The Contractor shall follow and disseminate established timelines and guidance to Government personnel. The Contractor shall review data entry to ensure its correctness and shall assist personnel in this process.
- c. The Contractor shall assist in managing time and attendance. The Contractor shall add, remove or change personnel, display missing time reports, inform leadership of time and attendance issues, troubleshoot and resolve issues with payroll, and maintain time and attendance files.

## 7. Express Courier

- a. The Contractor shall provide a means of sharing of sensitive, but not classified information material including express shipping.

## **3 – BUSINESS FINANCE SUPPORT:**

The Contractor shall support the Comptroller and the Resource Management Team, AEGIS Technical Representative. The Comptroller and the Resource Management Team is responsible for the planning, programming, and budgeting of resources necessary to conduct and support AEGIS Technical Representative programs.

### 3.a – Business Support:

1. The Contractor shall provide analytical support services to the AEGIS Technical Representative Senior Leadership and the Contracting Officer's Representative which include the following:
  - a. The Contractor shall collaborate planning, controlling, administering, scheduling and executing of efforts involving all other AEGIS Technical Representative managed Prime Contractors. The Contractor shall have processes and procedures in place to assist the Government in its monitoring, managing and cost controlling, resourcing (dollars, hours, labor), and estimating as required for the planning of Statement of Work and Task Planning Sheets of other Task Orders efforts managed by AEGIS Technical Representative activities.
  - b. The Contractor shall be responsible for financial planning and budgeting of funds allocated to perform Statement of Work requirements performed by other Task Orders managed by AEGIS Technical Representatives that assist in its mission, goals and objectives.
  - c. The Contractor shall assist the Contracting Officer's Representative with deliverable tracking, reviewing of Program Reviews, assist contract and business initiatives, data bases in phases of Enterprise Resource Program implementation and operation, Wide Area Work Flow, and AEGIS Technical Representative Analysis and Information Navigator as required.
  - d. The Contractor shall execute a process to generate, update, track and consolidate all Sponsor

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requested Task Planning Sheets/Statement of Works across all programs under the direction of AEGIS Technical Representative.

2. The Contractor shall provide support in every aspect of Government travel systems (Defense Travel System).

a. The Contractor shall create, edit, and/or review authorizations and vouchers in Defense Travel System in accordance with the Joint Federal Travel Regulation and Internal Operating Procedures.

b. The Contractor shall gather and analyze reports to determine funding, and status of vouchers, etc.

3. The Contractor shall assist with budget requests that include training, awards, Program Objective Memorandums, and other Command Operation requests.

4. The Contractor shall provide support in the research, preparation and requesting of various authorized supplies or services such as office supplies, office furniture, and other items needed to support AEGIS Technical Representative.

5. The Contractor shall assist in researching of financial issues and proposing course(s) of action to gain efficiencies.

6. The Contractor shall provide support in creating or modifying manuals, instructions, letters, forms, presentations, and briefs on an as needed basis.

– Finance Support:

1. The Contractor shall assist AEGIS Technical Representative in recording, monitoring, and reporting budget execution via AEGIS Technical Representative's financial systems and Navy Enterprise Resource Planning. The Contractor shall perform reconciliations between information recorded in the local financial system and information recorded in other financial accounting systems. The Contractor shall submit financial expenditure reports.

a. Contractors shall be proficient reporting the Navy Enterprise Resource Planning Transaction codes.

b. The Contractor shall support the Site Implementation Lead in Navy Enterprise Resource Planning for AEGIS Technical Representative.

i. The Contractor shall assist the Government in managing roles, responsibilities and maintaining data logs.

ii. The Contractor shall coordinate with the Naval Sea Systems Command, Navy Enterprise Resource Planning Business Office to ensure AEGIS Technical Representative personnel are scheduled and receive required training and assigned roles for specific job functions.

iii. The Contractor shall participate in Site Implementation Lead related meetings via teleconference and rely important data to the Site Implementation Lead.

iv. The Contractor shall support answering all Site Implementation Lead data calls.

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c. The Contractor shall be proficient with the use and report of Computer Optimized Batch Reconciliation Application to retrieve Defense Cash Accountability System reports as required.

d. The Contractor shall assist with all aspects of research, reporting, and data consolidation for Tri-Annual reviews. The Contractor shall utilize the Electronic Data Warehouse Tri-Annual tool to research and record data for all line items contained in Tri-Annual tool. Contractor shall utilize AEGIS Technical Representative Analysis and Information Navigator and the Financial Data System to upload/update files and input/update financial data.

2. The Contractor shall compile financial reports and financial research and assist in the preparation of cost estimating/development, cost tracking, cost reporting, and reconciliation efforts. The accomplishment of the following tasks shall be consistent with AEGIS Technical Representative financial planning and reporting processes. The Contractor shall be consistent with Department of Defense and Navy funding policies, procedures and agreements and contract administration. This effort will include the following:

a. The Contractor shall provide detailed variance/discrepancy analysis for AEGIS Technical Representative using various source data documentation and provide detailed recommendations for corrective actions.

b. The Contractor shall provide monthly status reports on selected documents, which provide data on financial status. Reports shall be made available to allow for easy validation, verification, and cross referencing of financial and Military Standard Requisitioning Issue Procedures data.

#### **4 – SECURITY OPERATIONS:**

The Contractor shall support the Security Management Team, AEGIS Technical Representative. The Security Management Branch is responsible for the all aspects of physical and personnel security to include the safe guarding of classified material.

Contractor Provision of Security Resources: Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all Physical and Personnel Security resources needed in the performance of this contract.

The Contractor shall provide certificates for all Security Personnel required to take and maintain Security Fundamentals Professional Certification (SFPC) or other Security Professional Education Development (SPeD) certification.

The Contractor is required to notify the Command Security Manager 45 days prior to the Contractor employee not being compliant and the remediation plan in order to achieve compliance.

##### **4.a – Security:**

1. The Contractor shall provide adequate qualified security staff personnel for Command Security Program support. These programs include, but are not limited to, the functional areas of Personnel Security, Industrial Security, Information Security, Operations Security, Physical Security, Insider Threat Program, foreign disclosure, and aligned areas of Controlled Unclassified Information, For Official Use Only Information, and Personally Identifiable Information.

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2. The Contractor shall perform the following tasks and maintain records/automated files in support of the Command Security Program: Visitor Control, Visit Authorization Requests, Badging, Access Control, Classified Material Accountability and Distribution (internal and external), Classified Material Inventories, Classified and Sensitive Material Destruction, Inspection Support, Preparation and Maintenance of Security Forms, Instructions and Notices, Security Container Records, Classified Mail and Shipments, Joint Personnel Adjudication System, Industrial Security Facilities Database, Training, Education, and Security Awareness Activities, Operations Security Assessments and Activities.

3. The Contractor shall maintain automated systems to record and execute security actions. The Contractor shall have knowledge of menu driven database software and skills in operating automatic data processing equipment. The Contractor shall operate and maintain a centralized system and ensure data is current by performing data input and removal. The Contractor shall be capable of producing reports which include periodic reinvestigations, approved visitor reports, badge issuances, and document/media inventories.

4. The Contractor shall maintain accountability records of classified material, and review documentation to ensure that correspondence, reports, and forms are prepared in accordance with instructions and internal procedures. The Contractor shall assist with maintaining central document accountability files for classified documents.

5. The Contractor shall communicate Navy security policy(s), the National Industrial Security Program Manual and Department of Defense, Industrial Security Regulations to AEGIS Technical Representative personnel and visitors requiring knowledge of security policies.

6. The Contractor shall provide support in the research, preparation and requesting of various authorized supplies or services such as safes, locks, keys needed to support AEGIS Technical Representative.

7. The Contractor shall assist in researching security issues and propose a course of action to gain efficiencies.

8. The Contractor shall provide support in creating or modifying manuals, instructions, letters, forms, presentations, and briefs on an as needed basis.

## **5 – INFORMATION TECHNOLOGY/CYBERSECURITY MANAGEMENT:**

The Contractor shall support the Information Technology/Cybersecurity Team, AEGIS Technical Representative. The IT/Cybersecurity Team is responsible for supporting the Command's, Navy Marine Corps Intranet, Non-Classified Internet Protocol Router Network and Secure Internet Protocol Router Network environments. The Contractor will ensure personnel are compliant and an acceptable level of security is in place at Combat Systems Engineering Development.

Contractor Provision of Information Security Resources: Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all Information System resources needed in the performance of this contract, such as computers, software, networks, certificates, and network addresses in the performance of this contract.

All Cybersecurity Personnel will be entered into the Cybersecurity Workforce and shall meet all requirements outlined in DFARS 239.71 and DFARS 252.239-7001.

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All personnel with root/administrator privileges to the Department of Defense Information Technology Systems and/or working in a Cybersecurity Specialty Area Code/Work Role Code are required to be in the Cyberspace Information Technology/Cyber Security Workforce. This requires having a Privileged Access Agreement, designation or Information System Security Officer appointment letter, and an approved degree or certification. Annual sustainment requirements must be met by completing 40 Continuous Education Units each calendar year and ensure payment of certification fees. Work force members are required to maintain compliance per Department of Defense, Department of the Navy, and Naval Sea Systems Command, Cyber Security Work Force policies.

AEGIS Technical Representative, Cyber Space Information Technology/Cyber Security Work Force Program Manager is responsible for tracking qualification status and continuing education progress of each Cyber Space Information Technology/Cyber Security Work Force member. The Contractor will provide members with a monthly status update. If qualifications are not maintained, non-compliant personnel will be denied access to Department of Defense, Information Technology systems until qualification is achieved. The Contractor is required to notify the Command, Cyber Space Information Technology/Cyber Security Work Force Program Manager 45 days prior to the Contractor employee not being compliant.

#### 5.a – AEGIS Technical Representative Business Systems Information Technology Support:

AEGIS Technical Representative Business Systems Information Technology Support is required to accomplish AEGIS Technical Representative’s mission by ensuring the successful implementation, operation, and maintenance of the command’s business systems. This support includes audio visual applications, commercial off the shelf/Government off the shelf systems, video teleconference systems, voice communications systems, inventory management, server administration, fiber infrastructure, website design, and AEGIS Technical Representatives local business systems network, Navy Marine Corps Intranet/Next Generation Enterprise Network, and or succeeding systems. Navy Marine Corps Intranet currently supports less than 200 seats (Government civilian, military and Contractor support) at AEGIS Technical Representative.

1. The Contractor shall assist the Government in providing information system software analysis, requirements definition, design, development, test, modification, installation, implementation, quality assurance, training, and documentation to meet the evolving data storage and reporting needs of programs and management. The Contractor shall analyze existing Information Technology and Information Systems databases, web sites, and Information Technology applications, as well as recommend new or improved interfaces, management tools that meet new management requirements, and improve management effectiveness and efficiency. The Contractor shall perform maintenance and technical support for business related Local Area Network and Wide Area Network systems outside of Navy Marine Corps Intranet (or follow-on contract to Navy Marine Corps Intranet). The Contractor shall modify, implement and maintain web based information systems and links.

2. The Contractor shall provide systems engineering and technical support for establishment, test, upgrade, and operational support of systems, networks, workstations, and support equipment hardware and software outside of the Navy Marine Corps Intranet (or follow-on contract to Navy Marine Corps Intranet). The Contractor shall conduct Cybersecurity analyses, develop, recommend, implement, monitor, update, and maintain, Cybersecurity practices,



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procedures, equipment, algorithms, and hardware outside of the Navy Marine Corps Intranet (or follow-on contract to Navy Marine Corps Intranet). The Contractor shall apply engineering and scientific

disciplines to perform technical analysis of support development, recommend selection of hardware and computer software systems, or modify existing hardware and software systems. This also includes software engineering efforts, programming requirements, technical support of software system implementation, sub-systems and components utilizing computers, electronics, and software.

3. The Contractor shall maintain and document all hardware and software inventories.
4. The Contractor shall provide support for Account Management.
5. The Contractor shall provide support to manage Navy Marine Corps Intranet/Next Generation Enterprise Network services within AEGIS Technical Representative.
  - a. The Contractor shall support the AEGIS Technical Representative, Navy Marine Corps Intranet, Contractor Technical Representative during all phases of transition, implementation, and continuing operation to include order preparation and submission, delivery validation, conflict resolution, asset reconciliation and metrics reporting.
  - b. The Contractor shall assist in determining requirements costs and prioritization for:
    - i. Transition/cutover, Tech Refresh, Applications management, and Legacy reduction initiatives. The Contractor shall maintain accountability, record service delivery for payment, and asset reconciliation. The Contractor shall provide support to order and pay for Navy Marine Corps Intranet/Next Generation Enterprise Network services: Pre-Invoice and Invoice Management, new assets, services and fiscal year rollovers, deployments, and change services such as Move, Add, Changes.
  - c. The Contractor shall provide support to escalate and monitor Navy Marine Corps Intranet/Next Generation Enterprise Network issues:
    - i. Service Level Agreements, Customer Satisfaction Reports, Request Management (Help Desk and Service Request Management/Move, Add, Changes), Network Outages, and local technical issues.
  - d. The Contractor shall train users with understanding to provide them with Navy Marine Corps Intranet/Next Generation Enterprise Network Task Order and related business rules, coordinate special Navy Marine Corps Intranet/Next Generation Enterprise Network activities, and communicate internal business rules.
  - e. The Contractor shall coordinate installing necessary Navy Marine Corps Intranet/Next Generation Enterprise Network computer programs, commercially licensed AEGIS Technical Representative software, as well as programs created under this contract.
  - f. The Contractor shall assist the Government in the development of the Command Information Technology Budget and shall track costs by category. The Contractor shall assist the Activity Command Information Officer in completing all related data calls.

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i. The Contractor shall prepare and track Information Technology Approval Request packages for all Information Technology purchases that meet the criteria in the Naval Sea Systems Command, Chief Information Officer policy memo, subject: Naval Sea Systems Command, Implementation of Information Technology Approval Process, dated 31 October 2007, or current Naval Sea Systems Command policy.

6. The Contractor shall perform system administration duties of share drives, public folders, distribution lists and functional mailboxes.

a. The Contractor shall provide application computer program support.

b. The Contractor shall maintain business legacy applications and perform modifications as specified within AEGIS Technical Representative, Computer Program Change Requests.

c. The Contractor shall operate and maintain programs using languages and compilers compatible with AEGIS Technical Representative assets in accordance with Navy regulations.

d. The Contractor shall maintain documentation on approved legacy applications to include user manual and electronic copies of all program source code listings.

e. The Contractor shall include system security considerations, back-up, and maintain compatibility as AEGIS Technical Representative requirements change.

f. The Contractor shall ensure that all programs approved for use at AEGIS Technical Representative are

Navy-approved or shall advise and request approval from Naval Sea Systems Command upon AEGIS Technical Representative government approval.

g. The Contractor shall ensure that all AEGIS Technical Representative applications are registered in the appropriate databases.

7. The Contractor shall be responsible for support of the Business systems' Local Area Network and Wide Area Network systems.

a. The Contractor shall provide Computer Local Area Network and Wide Area Network system support during all operational hours.

b. The Contractor shall provide maintenance of Local Area Network and Wide Area Network systems equipment in accordance with applicable procedures, priorities, and time frames.

c. The Contractor shall provide engineering, installation, operation, maintenance, configuration, and analysis of current and future systems on the Local Area Network and Wide Area Network systems.

d. The Contractor shall install, operate and maintain switches, routers, and other miscellaneous associated hardware and software, and cable infrastructure to include Move, Add, Changes.

e. The Contractor shall provide system administration support to include processing of Move, Add, Changes, database maintenance, documentation, and engineering drawings.

f. The Contractor shall provide labor and tools to perform minor cable installation as required by

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configuration changes to network.

g. The Contractor shall provide administration, maintenance and continued development of AEGIS Technical Representatives secure World Wide Web based on intranet knowledge as the Technical Representative Analysis Information Navigator at Navy Enterprise Hosting Solution and development site or future follow on enterprise solutions governed by Department of Defense.

8. The Contractor shall be responsible for support of conference room audio/visual equipment which consists of conference room projectors, displays, microphones, control units, and personal desktop systems.

a. The Contractor shall provide engineering, installation, operation, maintenance, configuration, and analysis of current and future systems.

b. The Contractor shall provide recommendations for new installations and equipment upgrade of current configurations.

c. The Contractor shall install, operate, and maintain the associated audio/visual end equipment, switches, customer conference equipment, other miscellaneous associated hardware and software, and cable plant to include Move, Add, Changes.

d. The Contractor shall provide system administration support to include processing of Move, Add, Changes, database maintenance, documentation, and engineering drawings. Provide audio/visual system support during operational hours.

e. Media Conversion. The Contractor shall perform media conversions as appropriate to maintain media files and content.

#### 5.b – Cybersecurity:

Cybersecurity support services are required to ensure all AEGIS Technical Representative Information Systems are secure and compliant with applicable Federal, Department of Defense, and Navy requirements. The Contractor shall perform tasks such as: configuring and operating Information Assurance and Information Assurance-enabled technology according to Department of Defense Information System Information Assurance policies and procedures; testing system routines and components; performing comprehensive vulnerability assessments; and developing Assessment & Authorization documentation and supporting material. The Contractor shall include Information Assurance requirements in all AEGIS Technical Representative supported systems initial design efforts throughout implementation and throughout the systems life cycle.

1. The Contractor shall convert existing Certification & Accreditation documentation and supporting material to the current approved Assessment & Authorization package format. For systems with no existing Assessment & Authorization documentation, the Contractor shall develop all required Assessment & Authorization documentation and supporting materials in the current required format.

2. The Contractor shall verify that each Information Security at AEGIS TECHREP is in compliance with current Assessment & Authorization requirements by updating the Assessment & Authorization Packages in the current approved format and developing the documentation

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addressing at least the following: Software Design Analysis, Network Connection Rule Compliance, Integrity Analysis of Integrated Products, Life Cycle Management Analysis, Security Requirements Validation Procedures, Vulnerability Evaluation.

3. The Contractor shall validate that Assessment & Authorization packages are compliant with current Department of Defense, Department of the Navy and Naval Sea Systems Command requirements to obtain an accreditation.

4. The Contractor shall conduct comprehensive Assessment & Authorization efforts and prepare documentation to deliver to the appropriate Authorizing Official for Assessment & Authorization determination via the Command Information Security System Manager.

a. If required, the Contractor shall prepare Assessment & Authorization packages to obtain a Local Authorization, Interim Authority to Test, or Platform Information Technology designation from the appropriate Agency Officer. The Contractor shall prepare documentation using the current approved Government formats.

5. The Contractor shall assist the Activity Chief Information Officer, Information System Security Manager, and Information System Security Officers in the documentation, assembly, organization, and timely submission of all information required or requested by auditing authorities, including the Naval Sea Systems Command, Cybersecurity Compliance Audit Self-Assessment in preparation of an AEGIS Technical Representative Command Inspection.

5.c– Mission Compliance:

AEGIS Technical Representative requires technical and Cybersecurity support to ensure all mission areas are in compliance with Navy and Department of Defense regulations such as Information Technology Management, Activity Chief Information Officer support, Information Security System Management support, Information Security System Officer support, and secure website support.

1. The Contractor shall track, document, and initiate corrective measures and report AEGIS Technical Representatives compliance with the Clinger-Cohen Act.

2. The Contractor shall track, document and prepare reports of all Authority to Proceed compliance metrics, Annual Security Reviews, Annual Test of Security Controls, and Annual Test of Contingency Plans for all Information Technology systems, networks, and Research Development Test & Evaluation labs. Authority to Proceed compliance shall be reported monthly. These actions shall be coordinated with the AEGIS Technical Representative, Activity Chief Information Officer, Information Security System Manager, and Information Security System Officer.

3. The Contractor shall update AEGIS Technical Report data in the Department of Defense, Information Technology Portfolio Repository - Department of Navy registry or current registry as changes occur to any system. The Contractor shall use information from this registry to report quarterly status updates to meet Federal Information Security Management Act requirements.

4. The Contractor shall support AEGIS Technical Representative in the Cyber Asset Reduction & Security – Network Warfare Command initiative by maintaining and reporting metrics on all AEGIS Technical Representative networks, servers, systems, applications, and Authority to

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Proceed status.

5. The Contractor shall ensure currency of information registered on the Department of the Navy Application and Database Management System and provide monthly updates.

6. The Contractor shall update AEGIS Technical Representative data in the Online Compliance Reporting System and Defense Information System Activity, Direct Order Entry as changes and compliance occur to any system.

5.d- Webmaster and Development Support:

1. The Contractor shall assist AEGIS Technical Representative in developing an AEGIS Technical Representative external (World Wide Web) and secure site hosted at NAVY ENTERPRISE HOSTING SOLUTION. Support shall include developing Hyper Text Markup Language (HTML) pages utilizing AEGIS Technical Representative approved development software, managing information on AEGIS Technical Representative servers to maintain currency and accuracy and establishing hot links to other related organizations.

a. The Contractor shall monitor AEGIS Technical Representatives public and secure Web sites for procedural compliance and technical functionality. The Contractor shall provide support to AEGIS Technical Representative for all Web-related policy and technical matters.

b. The Contractor shall serve as liaison between AEGIS Technical Representative and NAVY ENTERPRISE HOSTING SOLUTION Technical and Naval Sea Systems Command Support Office Web developers on Web-related issues.

c. The Contractor shall maintain technical data currency with the changing nature of web services in order to provide the best possible interface between AEGIS Technical Representative and NAVY ENTERPRISE HOSTING SOLUTION community.

d. The Contractor shall provide technical assistance to all AEGIS Technical Representative Websites, including TRAIN, AEGIS Technical Representative sections of Information Naval Sea Systems Command, and AEGIS Technical Representative sections of the Public-facing website. The Contractor shall assist AEGIS Technical Representative with an internal and external web presence and maintain currency of the posted information. The Contractor shall design, develop, and maintain web sites and web applications for AEGIS Technical Representative as required. The Contractor shall assist AEGIS Technical Representative in defining the goals for internal and external sites of AEGIS Technical Representative information and work to ensure that those goals are met. The Contractor shall provide support to AEGIS Technical Representative on all related working groups.

i. Technical Representative Analysis Information Navigator.

1. The Contractor shall design, develop, and maintain Web sites and web applications for AEGIS Technical Representative as required.

2. The Contractor shall manage AEGIS Technical Representative Analysis Information Navigators existing portfolio of applications. Current applications are: Financial Database, Test and Evaluation Requirements Management System, Test Procedure Delivery System, Calendars, Contract lists, Document Router, and Cybersecurity Workforce Tracker.

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3. The Contractor shall provide an automated workflow process for account requests and approvals. The Contractor shall provide tools for control over creation of web areas, additions of content material, and set access level permissions. The Contractor shall provide configuration management of all applications developed on AEGIS Technical Representative Analysis Information Navigator to provide a means of recording account holder requests for changes, “bug fixes,” “error reporting,” or additions to AEGIS Technical Representative Analysis Information Navigator features or functionality. The Contractor shall support tracking and reporting system performance in the program.

ii. SharePoint.

1. The Contractor shall assist with the creation, maintaining and updating of AEGIS Technical Representative, Information Naval Sea Systems Command SharePoint portal to establish and maintain current SharePoint-related Web procedures and maintain the AEGIS Technical Representative, Information Naval Sea Systems Command homepage.

iii. Public Facing Website.

1. The Contractor shall assist with creation, maintaining and updating AEGIS Technical Representatives public facing website. This includes updating the website with current information.

e. The Contractor shall maintain an internal training program that ensures development/support staff maintains expertise in current web technologies. The Contractor shall identify or provide training to AEGIS Technical Representative in new web technologies related to AEGIS Technical Representative Analysis Information Navigator’s current or proposed tools, features, and applications.

**Contract Data Requirements:**

CDRL: A001

DID Number: DI-MGMT-80227

DID Title: Contractor's Status and Management Report; Monthly Status Report (MSR)

CDRL: A002

DID Number: DI-FNCL-80331A

DID Title: TO Funding Notification Letter; Limitation of Funding Notice

CDRL: A003

DID Number: DI-MISC-81943

DID Title: Technical Report; Trip Report

CDRL: A004

DID Number: DI-MGMT-80269

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DID Title: Status of Government Furnished Equipment

CDRL: A005

DID Number: DI-MGMT-82160

DID Title: Cybersecurity Workforce Requirements

CDRL: A006

DID Number: DI-MGMT-81453B

DID Title: Data Accession List (DAL)

**NMCARS 5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA).**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for AEGIS Techrep via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

The contractor is required to completely fill in all required data fields using the following web address: <https://www.ecmra.mil>.

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

**HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

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

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

- a. Performance under this contract may require that the Contractor have access to technical data,

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

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

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

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

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

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

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

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

b. The Contractor agrees to test any computer software and/or computer database(s) received



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from the Government for viruses prior to use under this contract.

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

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

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

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

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

Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal TSOLN-18-017 dated 1 February 2019, Solicitation No. N00164-19-R-3001 in response to NAVSEA.

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

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

a. NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which

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the Government has provided or will provide to the Contractor except for

1. The specifications set forth in Section C, and
2. Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.
  - a. Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.
  - (c)(1) The Contracting Officer may at any time by written order:
    - i. delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or
    - ii. add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or
    - iii. establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.
3. If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

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

- a. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- b. The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- c. It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best

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interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

d.1 The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract.

Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

b. The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational

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conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

d. 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.

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

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

g. 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.

h. 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.

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

i. Compliance with this requirement is a material requirement of this contract.

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

a. Definitions.

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

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

b. Requirements.

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

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

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

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

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

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

The support contractor not disclose any information;

c. Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

d. 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,

e. 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.

f. 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.

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g. 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 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**

Packaging and Marking shall be in accordance with the provisions of the basic contract.

### **HQ D-1-0001 PACKAGING OF DATA (JUL 2016) APPLICABLE TO CLIN 7999**

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 (NISPO), DOD 5220.22-M dated 28 February 2006 with Change 2 Dated 18 May 2016.

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

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

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

(Name of Individual Sponsor)

NAVSEA PEO IWS AEGIS TECHREP

(Name of Requiring Activity)

Washington, D.C.

(City and State)

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## **SECTION E INSPECTION AND ACCEPTANCE**

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified.

### **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 - **Exhibit, Section J**.

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

Item(s) **CLINs 7000 - 7410; 9000 - 9400** - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.



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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	6/7/2019 - 6/6/2020
7020	6/7/2019 - 6/6/2020
9000	6/7/2019 - 6/6/2020
9001AA	6/7/2019 - 6/6/2020

### CLAUSES INCORPORATED BY REFERENCE

FAR 52.242-15 Stop-Work Order AUG 1989

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

### HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

#### CLIN - DELIVERIES OR PERFORMANCE

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

7000	6/7/2019 - 6/6/2020
7020	6/7/2019 - 6/6/2020
9000	6/7/2019 - 6/6/2020
9001AA	6/7/2019 - 6/6/2020

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

7010	6/7/2019 - 6/6/2020
7100	6/7/2020 - 6/6/2021
7110	6/7/2020 - 6/6/2021
7120	6/7/2020 - 6/6/2021
7200	6/7/2021 - 6/6/2022
7210	6/7/2021 - 6/6/2022
7220	6/7/2021 - 6/6/2022
7300	6/7/2022 - 6/6/2023
7310	6/7/2022 - 6/6/2023
7320	6/7/2022 - 6/6/2023

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7400	6/7/2023 - 6/6/2024
7410	6/7/2023 - 6/6/2024
7420	6/7/2023 - 6/6/2024
9100	6/7/2020 - 6/6/2021
9200	6/7/2021 - 6/6/2022
9300	6/7/2022 - 6/6/2023
9400	6/7/2023 - 6/6/2024

Services to be performed hereunder will be provided at Moorestown, NJ Metropolitan Area; with possible TDY to Washington, D.C. Metropolitan Area; Dahlgren, VA; Norfolk, VA; San Diego, CA; and Oxnard, CA.

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

**Applicable to CLIN 7999**

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 - **Exhibit, Section J.**

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## SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this task order, unless otherwise specified.

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

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

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

“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

*Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)*

(2) Inspection/acceptance location. The Contractor shall select the following

inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(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

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00164
Admin DoDAAC	S5111A
Inspect By DoDAAC	N00024
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
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.

Contracting Officer’s Representative: [REDACTED]

(g) WAWF point of contact.

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

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

**G-232-H002 Payment Instructions and Contract Type Summary for Payment Office (NAVSEA) (JUN 2018)**

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items  52.216-7, Allowable Cost and Payment  52.232-7, Payments under Time-and- Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments;  52.232-2, Payments under Fixed-Price Research and Development Contracts;  52.232-3, Payments	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding

under Personal Services Contracts;  52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and  52.232-6, Payments under Communication Service Contracts with Common Carriers					currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The

Purchases of Commercial Items;  52.232-30, Installment Payments for Commercial Items					contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(b) This entire task order is cost type.

This entire contract is cost type: Contract Line Item Numbers (CLINs) 7000-7420 are Cost-Plus-Fixed-Fee (CPFF); CLINs 9000-9400 are COST ONLY; and Data CLIN 7999 is Not Separately Priced(NSP).

### HQ G-2-0002 CONTRACT FACILITY'S ADDRESS

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

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### HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE (NAVSEA) (APR 2015)

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Attn: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Email: [REDACTED]

## **HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE**

COMMANDER  
NSWC CRANE DIVISION  
ATTN: [REDACTED]

[REDACTED]

Tel:

Email:

## **HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (APR 2015)**

(a) For other than firm fixed price contract line item numbers (CLINs), 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

**SECTION G NOTES**

**(NOV 2014)**

**Invoicing Documentation for Cost Vouchers**

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 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.

1.

<b>Cost Elements</b>	
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.
<b>Labor Detail (Prime and Subcontractor)</b>	
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	
<b>Non-Labor Detail – detail provided for current billing period only</b>	
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.	
<b>CLIN/SLIN Detail – Information should be a cumulative total invoiced against each CLIN/SLIN</b>	
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

## 2. SURGE

If the Government determines that an increased LOE is required, the Government reserves the right to exercise "surge" option CLINs for additional hours in accordance with the SOW. In the event that the Government does elect to exercise the surge option item, the appropriate ceiling and LOE may be re-aligned under labor CLINs for each task identified in the SOW.

### Accounting Data

SLINID	PR Number	Amount
700001	130079250200001	[REDACTED]
LLA :		
AA 1741611 1224 251 SH400 0 050120 2D 000000 A00005108766		
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.		
9001AA	130079250200002	[REDACTED]
LLA :		
AA 1741611 1224 251 SH400 0 050120 2D 000000 A00005108766		
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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BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

**All provisions and clauses in SECTION H of the basic contract apply to this task order, unless otherwise specified.**

### **NMCARS 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.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

### **NMCARS 5252.216-9122 LEVEL OF EFFORT – ALTERNATE I (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 [REDACTED] (exclusive of Surge) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that \_\_\_\_\_ (offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations

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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 [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

(g) 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;

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(3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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

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

**NMCARS 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM  
(APR 2015)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. 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>

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

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

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
*	\$	\$	

(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 \_\_\_\_\_\*\_\_\_\_\_ 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.

*\* SEE SECTIONS B, F, AND G OF MOST RECENT MODIFICATION*

**NMCARS 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

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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.

**5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

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

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

**NMCARS 5252.245-9111 RENT-FREE USE OF GOVERNMENT PROPERTY (AS IS) (SEP 2009)**

(a) The Contractor may use on a rent-free basis, as necessary for the performance of this contract, Government property (as defined in FAR 45.101) accountable under Contract(s) \_\_\_\_\_ . The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable. No representation or warranty is made by the Government as to the fitness or suitability of said property for its intended use under this contract; it being understood and agreed that the said property is being made available for use



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under this contract on an "as is" basis in accordance with paragraph (d)(2)(iii) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1).

(b) If the Government limits or terminates the Contractor's authority to use the above referenced property and the Government's action affects the Contractor's ability to perform this contract, then an equitable adjustment shall be made in accordance with the terms and conditions of the "CHANGES" clause of this contract; provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under the above referenced contract(s), the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

**NMCARS 5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)**

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s)\_\_\_\_\_.

The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

**PERFORMANCE STANDARDS**

The effort performed hereunder shall be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) identified as an attachment to the RFP. Performance standards are required to be met for each of the identified Task Requirements.

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.farsite.hill.af.mil/>

FAR:		
52.203-16	Preventing Personal Conflicts of Interest - Deviation 2018-O0018	AUG 2018
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-8	Annual Representations and Certifications	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System of Award Management Maintenance	OCT 2018
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-14	Limitations on Subcontracting - Deviation 2019-O0003	DEC 2018
52.222-19	Child Labor – Cooperation with Authorities and Remedies	JAN 2018
52.222-40	Notification of Employee Rights Under The National Labor Relations Act	DEC 2010
52.222-55	Minimum Wages under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.232-22	Limitation of Funds	APR 1984
52.232-40	Providing Accelerated Payment to Small Business Subcontractor	DEC 2013
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.245-1	Government Property	JAN 2017
DFARS:		
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.509-7009	Organizational Conflict of Interest - Major Defense Acquisition Program	OCT 2015

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252.215-7008	Only One Offer	OCT 2013
252.217-7001	Surge Option	DEC 2018
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.227-7013	Rights in Technical Data = Noncommercial Items	FEB 2014
252.227-7030	Technical Data--Withholding of Payment	MAR 2000
252.244-7001	Contractor Purchasing System Administration	MAY 2014

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

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider Offeror's size/socioeconomic status as defined within the SeaPort-e portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

### **Clauses Incorporated by Full Text**

#### **52.204-14 Service Contract Reporting Requirements (Jan 2014)**

a. Definition. First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

b. The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1- September 30).

c. The Contractor shall report the following information:

1. Contract number and, as applicable, order number.

2. The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

3. The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

4. Data reported by subcontractors under paragraph (f) of this clause.

a. The information required in paragraph (c) of this clause shall be submitted via the internet at [www.sam.gov](http://www.sam.gov). (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

b. Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

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c. (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

d. Subcontract number (including subcontractor name and DUNS number); and

i. The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

2. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

## **52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)**

a. Definitions As used in this clause--

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

a. Safeguarding requirements and procedures.

1. The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

i. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

ii. Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

iii. Verify and control/limit connections to and use of external information systems.

iv. Control information posted or processed on publicly accessible information systems.

v. Identify information system users, processes acting on behalf of users, or devices.

vi. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

vii. Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

viii. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

ix. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

x. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

xi. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

xii. Identify, report, and correct information and information system flaws in a timely manner.

xiii. Provide protection from malicious code at appropriate locations within organizational information systems.

xiv. Update malicious code protection mechanisms when new releases are available.

xv. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

2. Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

a. Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA Variation) (APR 2015)**

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(S)                      LATEST OPTION EXERCISE DATE

CLIN 7100	No later than 12 months after the Task Order Award date
CLIN 7110	No later than 12 months after the Task Order Award date
CLIN 7120	No later than 12 months after the Task Order Award date
CLIN 9100	No later than 12 months after the Task Order Award date
CLIN 7200	No later than 24 months after the Task Order Award date
CLIN 7210	No later than 24 months after the Task Order Award date

CLIN 7220	No later than 24 months after the Task Order Award date
CLIN 9200	No later than 24 months after the Task Order Award date
CLIN 7300	No later than 36 months after the Task Order Award date
CLIN 7310	No later than 36 months after the Task Order Award date
CLIN 7320	No later than 36 months after the Task Order Award date
CLIN 9300	No later than 36 months after the Task Order Award date
CLIN 7400	No later than 48 months after the Task Order Award date
CLIN 7410	No later than 48 months after the Task Order Award date
CLIN 7420	No later than 48 months after the Task Order Award date
CLIN 9400	No later than 48 months after the Task Order Award date

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

c. The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

**52.219-6 Notice of Total Small Business Set-Aside (DEVIATION 2019-O0003)**

(a) *Definition.* "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to

—

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be

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considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.*

(1) For a contract at or below the simplified acquisition threshold, a small business concern may provide the end item of any domestic firm. For a contract exceeding the simplified acquisition threshold, a small business concern that provides an end item it did not manufacture, process, or produce, shall

—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.

(End of clause)

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

a. The use of overtime is authorized under this contract if the overtime premium does not exceed \$ or the overtime premium is paid for work --

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

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

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

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

a. Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

5. Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

6. Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

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

8. Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

### **52.233-3 PROTEST AFTER AWARD - ALT 1 (AUG 1996)**

a. Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop

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performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either --

If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --

b. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

c. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

d. The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

e. If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

#### **52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

#### **52.244-2 SUBCONTRACTS (OCT 2010)**

a. Definitions.

As used in this clause—

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

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

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

c. If the Contractor does not have an approved purchasing system, consent to subcontract is required for any



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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:

Contracts with any firm not included with the basic contract proposal. For adding team members to the task order after award, the task order contracting officer's approval is required. The task order contracting officer will determine the documentation to be submitted by the contractor for approval.

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

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

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

iii. Identification of the proposed subcontractor.

iv. The proposed subcontract price.

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

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

vii. A negotiation memorandum reflecting –

a. The principal elements of the subcontract price negotiations;

b. The most significant considerations controlling establishment of initial or revised prices;

c. The reason certified cost or pricing data were or were not required;

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

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

f. The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

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

e. (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract

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for which consent is not required under paragraph (b), (c), or (d) of this clause.

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

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

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

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

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

j. Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

████████████████████

████████

██████

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.
- (b) The use in this solicitation or contract of any FAR or DFARS clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

**252.225-7048 EXPORT CONTROLLED ITEMS (June 2013)**

a. Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

1. "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and
2. "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

b. The Contractor shall comply with all applicable laws and regulations regarding export- controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

c. The Contractor's responsibility to comply with all applicable laws and regulations regarding export- controlled

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items exists independent of, and is not established or limited by, the information provided by this clause.

d. Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

1. The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
2. The Arms Export Control Act (22 U.S.C. 2751, et seq.);
3. The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
4. The Export Administration Regulations (15 CFR Parts 730-774);
5. The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
6. Executive Order 13222, as extended.

a. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

**252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

**Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.**

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or			
-------------------	--	--	--

Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

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(a) DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

(b) The standard language to be inserted is:

"The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for AEGIS TECHREP** via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

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

<https://www.ecmra.mil>.

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

<https://www.ecmra.mil>.

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A: Contract Data Requirements

Exhibit C: Government Furnished Information (GFI), NAVSEA 4340/2 (REV. 6-90)

Attachment 2: Pre-Award Survey, SF-1408 - Deleted upon award

Attachment 3: Prime Offeror Cost Summary Format - Deleted upon award

Attachment 4: Subcontractor Cost Summary Format - Deleted upon award

Attachment 5: Surge Example - Delete upon award

Attachment 10: AEGIS TECH REP List of Prime Contractor, Sub-contractors, and Vendors

Attachment 11: AEGIS TECH REP Org Chart

Attachment 1: QASP

Attachment 6: Previous Contracting Effort Narrative - Deleted upon award

Attachment 8: Staffing Plan - Deleted upon award

Exhibit B: DD-254

Attachment 7: Past Performance Questionnaire - Deleted upon award

Attachment 9 - Labor Category Descriptions