

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
RPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
463. EFFECTIVE DATE  
27-Feb-20144. REQUISITION/PURCHASE REQ. NO.  
1300162993-00025. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00039

7. ADMINISTERED BY (If other than Item 6) CODE

S2101A

SPAWAR HQ  
4301 Pacific Highway  
San Diego CA 92110  
[REDACTED]DCMA Baltimore  
217 EAST REDWOOD STREET, SUITE 1800  
BALTIMORE MD 21202-5299

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

International Business Machines Corporation dba IBM  
6710 Rockledge Drive  
Bethesda MD 20817-1826

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4364-NS01

10B. DATED (SEE ITEM 13)

01-Apr-2010

CAGE CODE  
3BXY7

FACILITY CODE

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
Mutual Agreement of the Parties D. OTHER (Specify type of modification and authority)E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

26-Feb-2014

BY

(Signature of Contracting Officer)

27-Feb-2014

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

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

**GENERAL INFORMATION**

The purposes of this modification are to:

1. [REDACTED]

**MODIFICATION**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

The allocated funding amounts are adjusted as follows:

SLIN	ACRN	Cost	Base Fee	Award Fee Earned**
[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]				
[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ADDITIONAL CONFORMED SCHEDULE CHANGES FOLLOW**

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.Cost	Base Fee	Award Fee	CPAF
4000	D307	Transition, Implementation, and Sustainment of Navy ERP (O&MN,N)	█		█	█	█	█
400001	D307	(O&MN,N)						
4001	D307	Preparation and Transition - NAVSUP (O&MN,N) Option	█		█	█	█	█
4002	D307	Transition, Implementation, and Sustainment of Navy ERP (WCF)	█		█	█	█	█
400201	D307	(WCF)						
400202	D307	(WCF)						
400203	D307	(WCF)						
400204	D307	(WCF)						
400205	D307	(WCF)						
400206	D307	(WCF)						
4003	D307	Transition, Implementation, and Sustainment of Navy ERP -- BRAC (Fund Type - OTHER)	█		█	█	█	█
400301	D307	(Fund Type - OTHER)						
█	█	█	█		█	█	█	█
█	█	█						
█	█	█						
█	█	█						
█	█	█	█		█	█	█	█
█	█	█						
█	█	█						
█	█	█						
█	█	█	█		█	█	█	█
█	█	█						
█	█	█						
█	█	█	█		█	█	█	█

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ECPs -- 1.1 (WCF)

400601 D307 (WCF)

4011	D307	Preparation and Transition - SPAWAR (O&MN,N) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4012	D307	Preparation and Transition - SPAWAR (WCF) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4021	D307	Preparation and Transition - NAVSEA (O&MN,N) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4022	D307	Preparation and Transition - NAVSEA (WCF) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4030	D307	Operations & Support and Solution Awareness (O&MN,N) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4035	D307	Operations & Support and Solution Awareness (WCF) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4040	D307	Solution [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	Transition - General (O&MN,N)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
410001	D307	ACRN AP - OMN (O&MN,N)						
410002	D307	ACRN AX - OMN NAVSEA (O&MN,N)						
410003	D307	ACRN AY - OMN ECP (O&MN,N)						
4101	D307	Preparation and Transition - NAVSUP (O&MN,N)	1.0	LO	\$4,939,369.00	\$98,787.00	\$296,341.00	\$5,334,497.00
410101	D307	ACRN AW - FIP Upgrade (O&MN,N)						
410102	D307	ACRN AW - FIP CHARM (O&MN,N)						

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410103 D307 ACRN BD - FIP  
AutoTest (O&MN,N)

410104 D307 ACRN BE - FIP BI  
(O&MN,N)

410105 D307 ACRN BF - FIP BPS  
(O&MN,N)

410106 D307 ACRN BG - FIP KM  
(O&MN,N)

410107 D307 ACRN BH - FIP  
Training (O&MN,N)

410108 D307 ACRN BJ - FIP FMO  
OMN KM (O&MN,N)

410109 D307 (O&MN,N)

410110 D307 (O&MN,N)

4102 D307 Preparation and  
Transition -  
NAVSUP (WCF)

410201 D307 ACRN AT - NAVSEA  
(WCF)

410202 D307 ACRN AV - NAWC WD  
(WCF)

410203 D307 ACRN AR - SPAWAR  
PAC (WCF)

410204 D307 ACRN AU - NAWC AD  
(WCF)

410205 D307

410206 D307 ACRN AS - NAVSUP  
Q1 & Q2 (WCF)

410207 D307 ACRN AZ - NAVSEA  
ECP (WCF)

410208 D307 ACRN BA - NAVSUP  
HD Q3 & Q4 (WCF)

410209 D307 ACRN BB - NAVSUP  
Dep Q3 & Q4 (WCF)

410210 D307 ACRN BC - NAVSUP  
ECP Q3 & Q4 (WCF)

4121	D307	Preparation and Transition - NAVSEA (O&MN,N) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
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4122	D307	Preparation and Transition - NAVSEA (WCF) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
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4130	D307	Operations & Support and	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
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[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

420001 D307 O&MN (O&MN,N)

4202 D307 [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

420201 D307 NAVSEA Deployment (WCF)

420202 D307 NAVSEEA Help Desk (WCF)

420203 D307 NAVSUP Deployment (WCF)

420204 D307 NAVSUP ECP (WCF)

420205 D307 NAVSUP Help Desk (WCF)

420206 D307 Help Desk (WCF)

420207 D307 NAWC WD (WCF)

420208 D307 SPAWAR LANT - ACRN BW (WCF)

420209 D307 Help Desk SSC PAC (WCF)

420210 D307 NAVSEA Deployment (WCF)

420211 D307 FY13 WCF (WCF)

4203 D307 Transition, Implementation, and Sustainment of Navy ERP [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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(subcontractor  
costs not subject  
to OH or G&A)  
(O&MN,N)

420301 D307 (O&MN,N)

4300	D307	Transition, Implementation, and Sustainment of Navy ERP (subcontractor costs not subject to OH or G&A) (O&MN,N)	████████	████████	████████	████████
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430001 D307 FY13 O&MN  
(O&MN,N)

4302	D307	Transition, Implementation, and Sustainment of Navy ERP (subcontractor costs not subject to OH or G&A) (WCF) Option	████████	████████	████████	████████
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6000	D307	Other Direct Costs in Support of CLIN 4000 (O&MN,N)	████████		████████
600001	D307	(O&MN,N)			
6001	D307	Other Direct Costs in Support of CLIN 4001 (O&MN,N) Option	1.0	LO	\$0.00
6002	D307	Other Direct Costs in Support of CLIN 4002 (WCF)	████████		████████
600201	D307	(WCF)			
600202	D307	(WCF)			
600203	D307	(WCF)			
600204	D307	(WCF)			
600205	D307	(WCF)			
600206	D307	(WCF)			
6003	D307	Other Direct Costs in Support	████████		████████

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of CLIN 4003  
(Fund Type -  
OTHER)

600301 D307 (Fund Type -  
OTHER)

6004 D307 CLIN 6004 for [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

Costs -- in  
support of CLIN  
4006 (WCF)

600601 D307 (WCF)

6011 D307 Other Direct 1.0 LO \$0.00  
Costs in Support  
of CLIN 4011  
(O&MN,N)  
Option

6012 D307 Other Direct 1.0 LO \$0.00  
Costs in Support  
of CLIN 4012  
(WCF)  
Option

6021 D307 Other Direct 1.0 LO \$0.00  
Costs in Support  
of CLIN 4021  
(O&MN,N)  
Option

6022 D307 Other Direct 1.0 LO \$0.00  
Costs in Support  
of CLIN 4022  
(WCF)  
Option

6030 D307 Other Direct 1.0 LO \$0.00  
Costs in Support  
of CLIN 4030  
(O&MN,N)  
Option

6035 D307 Other Direct 1.0 LO \$0.00  
Costs in Support  
of CLIN 4035  
(WCF)  
Option



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6040	D	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]

Costs in Support of CLIN 4101 (O&MN,N)

610101	D307	ACRN AW - FIP Upgrade (O&MN,N)		
610102	D307	ACRN AW - FIP CHARM (O&MN,N)		
610103	D307	ACRN BD - FIP AutoTest (O&MN,N)		
610104	D307	ACRN BE - FIP BI (O&MN,N)		
610105	D307	ACRN BF - FIP BPS (O&MN,N)		
610106	D307	ACRN BG - FIP KM (O&MN,N)		
610107	D307	ACRN BH - FIP Training (O&MN,N)		
610108	D307	ACRN BJ - FIP FMO OMN KM (O&MN,N)		
610109	D307	ACRN BK (O&MN,N)		
6102	D307	Other Direct Costs in Support of CLIN 4102 (WCF)	1.0 LO	\$2,624,835.00
610201	D307	ACRN AT - NAVSEA (WCF)		
610202	D307	ACRN AV - NAWC WD (WCF)		
610203	D307	ACRN AR - SPAWAR PAC (WCF)		
610204	D307	ACRN AU - NAWC AD (WCF)		
610205	D307			

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610206 D307 ACRN AS - NAVSUP  
Q1 & Q2 (WCF)

610207 D307 ACRN AZ - NAVSEA  
ECP (WCF)

610208 D307 ACRN BA - NAVSUP  
HD Q3 & Q4 (WCF)

610209 D307 ACRN BB - NAVSUP  
Dep Q3 & Q4 (WCF)

610210 D307 ACRN BC - NAVSUP  
ECP Q3 & Q4 (WCF)

6121	D307	Other Direct Costs in Support of CLIN 4121 (O&MN,N) Option	1.0	LO	\$0.00
6122	D307	Other Direct Costs in Support of CLIN 4122 (WCF) Option	1.0	LO	\$0.00
6130	D307	Other Direct Costs in Support of CLIN 4130 (O&MN,N) Option	1.0	LO	\$0.00
6135	D307	Other Direct Costs in Support of CLIN 4135 (WCF) Option	1.0	LO	\$0.00

6200	D307	ODCs in support [REDACTED] [REDACTED] [REDACTED] [REDACTED]	1.0	LO	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------	------------	------------

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

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

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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620207 D307 NAWC WD (WCF)

620208 D307 SPAWAR LANT -  
ACRN BW (WCF)

620209 D307 (WCF)

620210 D307 (WCF)

6203 D307 Other Direct 1.0 LO [REDACTED]  
Costs in Support  
of CLIN 4203  
(O&MN,N)

620301 D307 (O&MN,N)

620302 D307 Reserved (O&MN,N)

620303 D307 FY13 O&MN  
(O&MN,N)

6300 D307 ODCs in support 1.0 LO \$ [REDACTED]  
of CLIN 4300.  
(O&MN,N)

630001 D307 FY13 O&MN POR  
(O&MN,N)

**B-1 ADDITIONAL SLINS**

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

**B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)**

**(a) Total Estimated Hours.**

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is \_\_\_\_\_ [see chart below] hours. The \_\_\_\_\_ [see chart below] direct labor hours include \_\_\_0\_\_\_ uncompensated overtime labor hours.

**(b) Computation of Fee.**

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

**(c) Modifications.**

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

**(d) Payment of Fee.**

The Government shall pay base fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of \$ \_\_\_\_\_ [see chart below] per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the base fee specified under the task order.

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Any balance of base fee shall be paid to the contractor, or any overpayment of base fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 “Limitation of Cost” or FAR 52.232-22 “Limitation of Funds” clauses, either of which is incorporated herein by reference.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**B-3 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200)**

- (a) This contract is incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled “Fixed Fee”, are as follows:

[Contracting officer under “Items” insert the item numbers for which incremental funding is provided and under “Allotted to Fixed Fee” insert the amount of incremental funding allocated to fixed fee]

<u>ITEM(S)</u>	<u>ALLOTED TO FIXED FEE</u>
<u>(See chart in last applicable modification adjusting the subject CLIN)</u>	

- (c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I “Limitation of Funds” clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

[Contracting officer under “Items” insert the item numbers for which incremental funding is provided, under “Allotment of Cost” insert the amount of incremental funding allocated to total estimated cost, and under “Period of Performance” insert date by which funding expended]

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
<u>(See chart in last applicable modification adjusting the subject CLIN)</u>		

- (d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998) (SPAWAR C-301)

Work under this contract shall be performed in accordance with the Performance Work Statement (PWS) and Attachment No. 1 Contract Data Requirements List (CDRL).

#### **PSS1 - PERFORMANCE-BASED STATEMENT OF OBJECTIVES**

##### **1.0 PURPOSE**

The purpose of this Statement of Objectives (SOO) is to provide a framework around which the respondents shall build a Performance Work Statement (PWS) to provide Program Support Services to the Navy Enterprise Resources Planning (ERP) Program Management Office. Navy ERP is an integrated mission support system that modernizes and standardizes Navy support operations, provides unprecedented visibility across the enterprise, and increases management effectiveness and efficiency. Using off-the-shelf capabilities within the commercial product SAP, Navy ERP is transforming how the service manages its people, money, programs, equipment, supplies, and maintenance. The SAP R/3 and Enterprise Central Component (ECC) 5.0 commercial software suite in use by the program is the Public Sector Industry Solution certified by the U.S. Government Joint Financial Management Improvement Program (JFMIP).

A PWS submitted in response to this SOO shall address:

- § Transition and implementation of Release 1.0 to Navy Commands in accordance with the Navy ERP Deployment Schedule
- § Transition and implementation of Release 1.1 to Navy Commands in accordance with the Navy ERP Deployment Schedule beginning FY 2010.
- § Sustainment of Release 1.0 currently in production
- § Integration of Release 1.1 into the Release 1.0 baseline and sustainment of the integrated baseline including consolidated Help Desk Support
- § Application of upgrades to SAP, Oracle, middleware and supporting software and ensure integrity of configured and custom functionality
- § Integration of complex functional and technical needs of Navy Command business requirements needed to support the Navy's current and future mission using the SAP solution

##### **2.0 BACKGROUND and SCOPE**

Navy ERP is designated as an Acquisition Category I (ACAT I), Major Automated Information System (MAIS) within the Department of Defense (DoD). In September 2007 the program achieved acquisition Milestone C and is now in the deployment phase of software Release 1.0. Release 1.0 provides Navy Echelon II and Echelon III commands with a full suite of automated tools to perform their business functions. Release 1.0 functionality falls into 5 major categories:

- Finance (General Fund and Navy Working Capital Fund)

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- Plant Supply
- Work Force Management
- Acquisition / Program Management

Release 1.0 is currently operational at the Naval Air Systems Command (NAVAIR) supporting close to 15,000 users. Initial Operating Capability (IOC) was achieved in May 2008. The next major implementation of Release 1.0 will be to the Naval Supply Systems Command (NAVSUP) in October of 2008 and will add 10,000 users, bringing the total users to approximately 25,000. Implementation of Release 1.0 at the Space and Naval Warfare Systems Command (SPAWAR) will occur in October 2009 and will add approximately 9,200 users. Implementation of Release 1.0 at the Naval Sea Systems Command (NAVSEA) will occur in October 2010 for the General Fund and October 2011 for the Working Capital Fund and will add approximately 26,000 users.

A second major release of software, version 1.1 (Supply Chain Management) is currently in development under a separate SEAPORT order, N00178-05-D-4364 (EH02). Release 1.1 provides Wholesale and Retail Supply functionality for Navy Inventory Control Points (ICPs) and Fleet and Industrial Supply Centers (FISCs). The initial deployment of Release 1.1 to NAVICP in February 2010 will be implemented under the SEAPORT order mentioned above. Task order option years include subsequent deployments. However, the government may choose not to exercise those options in favor of integrating the deployment activities in this award. Releases 1.0 and 1.1 will become an integrated single instance solution and will be rolled out as such beginning in FY10 to components of NAVSUP and in FY11 to Naval Sea Systems Command (NAVSEA) components. The program is expected to achieve Full Operational Capability (FOC) at the end of fiscal year 2013. At FOC, Navy ERP will be deployed to 62,500 users at 49 shore sites around the world.

### Implementation Sites

Site	Number of Users / Power Users
NAVAIR	~15,000 (6,300)
NAVSUP	~10,000 (3,092)
NAVSEA	25,556 (8,597)
SPAWAR	9,266 (2,725)
ONR	1,000 (550)
SSP	1,652 (550)

\* Above table based on deployment model from Program Objective Memorandum (POM 2010)

\*\* Number of users to power users follows a traditional 3:1 ratio

### 3.0 CONTRACT OBJECTIVES

Navy ERP releases will be deployed to Navy Commands in accordance with a government provided

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Deployment Schedule. Each Command deployment will consist of preparation and transition activities. There is an ongoing requirement for Operations and Support activities once transition is complete and for the commands currently in production.

### **3.1 Command Implementation Preparation and Transitional Activities**

Preparation and transition activities begin 24 months prior to the scheduled “Go-Live” date and continue for approximately 6 additional months. The document used to facilitate these activities is the Command Implementation Guide. The objectives for these activities are described below.

Business Process development and transition includes but is not limited to the following objectives:

- Provide solution knowledge transfer to assist with the transition of business operations affected by Navy ERP in the most effective and efficient manner, ensuring site personnel are capable and ready to use the system after Go-Live to achieve intended Navy benefits.
- Conduct Business Process Workshops to facilitate the transition of the legacy “as-is” business process to the Navy ERP “to-be” business process.

Global Implementation includes but is not limited to the following objectives:

- Provide “Over-The-Shoulder Support” (OSS) to transition business operations affected by Navy ERP in the most effective and efficient manner, ensuring site personnel are capable and ready to use the system after Go-Live to achieve intended Navy benefits.
- Implement an effective Organizational Change Management (OCM) solution, which mitigates organizational and procedural change and associated risks to maximize the acceptance and overall benefit of the Navy ERP solution.
- Conduct training delivery programs that include strategies, metrics, policy, plans and procedures for use of Navy ERP.
- Conduct deployment planning and modeling analysis, resource optimization, and workflow/process improvements and measurements.

Business Office “Stand Up” includes but is not limited to the following objectives:

- Fulfill requirements of liaison activities between Navy ERP and Navy Command Implementation Sites.
- Facilitate development of the strategies to execute the cutover for the command, including data conversion and identifying business rules necessary to align the Command with the business process functionality of ERP.

Data Conversion includes but is not limited to the following objectives:

- Perform data conversion and migration activities to effectively load Navy ERP client data from legacy platforms, ensuring integrity of the data is maintained.



- Conduct Data conversion workshops in conjunction with the Business Process workshops to provide a clear understanding of the requirements for the migration of the legacy data to the Navy ERP solution.
- Conduct data conversion and migration activities using qualitative metrics.
- Maintain data conversion documentation in accordance with Navy ERP standards.

Navy ERP may assume the current data conversion and migration responsibilities of the receiving Commands, which are outlined in the Command Implementation Guide. The contract objectives for this effort include but are not limited to the following objectives:

- Develop a technical approach and technical architecture for a data migration solution capable of creating a repeatable data migration process for disparate customers of the Navy ERP solution, currently using multiple legacy systems into the existing Navy ERP SAP solution to ensure all migrated data is business ready.
  - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]

User Management includes but is not limited to the following objectives:

- § Facilitate the planning, execution, and management of Navy ERP’s established Pre Go-live Role Mapping and Activation Process considering the use of applicable program database(s), documentation, and/or tool(s).
- § Facilitate the planning, execution, and management of Navy ERP’s established Pre Go-Live Role Mapping Maintenance Process considering the use of applicable program database(s), documentation, and/or tool(s).
- § Facilitate the planning, execution, and management of Navy ERP’s established User Management Working Group Process considering the use of applicable program database(s), documentation, and/or tool(s).
- § Facilitate the planning, execution, and management of Navy ERP’s established Role Test and Defect Resolution Process considering the use of applicable program database(s), documentation, and/or tool(s).

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Information Assurance includes but is not limited to the following objectives:

- Facilitate the execution and management of the non-production user access in accordance with the Navy ERP established process.
- Facilitate the planning, execution, and management of Navy ERP's established Information Assurance and System Access Process to the Production Environment considering the use of applicable program database(s), documentation, and/or tool(s).

### **3.2 Operations and Support Activities**

Operations and Support encompasses the activities required to maintain and upgrade the production environment and all development, testing and training environments, ensuring system availability, on going user support and management, continuous quality improvement in service and technology, integration of additional and upgraded system functionalities, and test execution of system changes. The environments include development, unit testing, QA, sandbox, training, testing, mock conversions, etc. All hardware, systems software and associated maintenance, and system administration of systems will be furnished by the government. Current hosting facilities are located at Patuxent River, Maryland (Primary Data Center) and China Lake, California (Alternate Data Center). Operations and Support objectives are described below.

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Solution Upgrades and Maintenance includes but is not limited to the following objectives:

- Perform installs, upgrades, and configuration management and provide guidance on application software maintenance to ensure ongoing operations within the Navy ERP architecture.
- Provide ongoing analysis of hardware performance and make recommendations for upgrades and performance tuning when required. Perform hardware upgrades at the direction of the government.
- Perform analysis of available software upgrades and recommended timeframes, aligned with development, testing and deployment schedules, to maintain Oracle, SAP, Middleware objects, forms, workflow and web enablement, ensuring that the Reports, Interfaces, Conversions, and Enhancements (RICE) currently in operation are maintained through a consistent approach. Apply software upgrades at the direction of the government.
- Update design, configuration and documentation and retest existing functionality to ensure regression is avoided as a result of the software upgrades. This effort may include removing existing custom development (RICE) objects to take advantage of newly-available, inherent SAP capabilities.
- Design, configure, test and document new functionality based on government-provided requirements as well as provide defect analysis and resolution as identified by the implementing commands and internal government teams. Incorporate software changes into release packages.
- Facilitate systems engineering technical reviews, including requirements, design, test readiness, and production readiness reviews, as well as functional and physical configuration audits (FCA/PCA) at the direction of the government.
- Facilitate configuration management of the technical data package for configuration items such as Functional and Technical Design Specifications (FDS/TDS) and the Business Process Master List (BPML) in accordance with government-provided configuration management plans and procedures
- Provide database administration support.

Integrating Release 1.1 functionality into the overall production environment includes but is not limited to the following objectives:

- Incorporate Release 1.1 into the Navy ERP architecture through integration of the SAP wholesale and retail supply components, and all associated RICE objects and users.
- Unite Wholesale data sustainment functionality to Navy ERP architecture in the areas of supply and demand planning, allowance, supply outfitting, carcass tracking, order fulfillment, supplier relationship management, supply forecasting, inventory management, packaging, handling, storage and transportation, provisioning, consignment, repairables management, and environment health and safety.
- Unite Retail Supply data sustainment functionality to the Navy ERP architecture in the areas of inventory management, order fulfillment, supply and demand processing, consignment,

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supply forecasting, warehouse management, regional Hazardous Materials (HAZMAT), and Fleet Ballistic Missile (FBM) unique support.

- Incorporate sustainment of plant supply data to the Navy ERP architecture in the areas of warehouse management, physical inventory, consignment, serial number tracking, environmental health and safety, and enterprise buyer professional.

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Help Desk Operations supporting Release 1.0 and 1.1 includes but is not limited to the following objectives:

- Operate the Navy ERP Help Desk within the established ticket tracking system (HEAT) schedule and locations. Tier 1, partial Tier 2 support (8 FTE) and the HEAT system is provided by NAVAIR through a memorandum of agreement (MOA).
- Provide support for the sustainment of the production system through Tier 2 and Tier 3 level functional expertise.
- Facilitate continuous process improvement for help desk support operation.
  - Ensure quality improvement through suggestions on systems enhancement.
  - Administer qualitative measures and metrics to track help desk effectiveness.

Business Process maintenance and transition activities include but are not limited to the following objectives:

- Perform test preparation to assist in determining the level of regression testing required to maintain the integrity of the solution.
- Perform test execution with documented results into a government-provided Traceability database for all functional improvements developed for the production solution.
- Provide integration of functionality for all releases to maintain system integrity with the implementation and execution of additional functionality.

Maintenance of the program's information assurance posture includes but is not limited to the following objectives:

- Ensure protection of Navy ERP systems and sensitive program data through the facilitation of a robust Information Assurance program. Deliverables and procedures of the IA Program should satisfy the security and accreditation requirements of DITSCAP (DoD 8510.1M) and DIACAP (DoDI 8510.01) the NIST 800-53 Security Self Assessment Reports, the Federal Information Security management Act (FISMA), DoD 8570.1M, the DON DIACAP Handbook, 15 July 2008, and other DoD and Federal information assurance/security policies.
- Communicate Navy ERP IA requirements to all customer commands, developing precise instructions to ensure efficiency and effectiveness in the successful fulfillment of these requirements.

User Management includes but is not limited to the following objectives:

- Manage and maintain the Navy ERP's established Sensitive Data Analysis/Matrix process considering the use of applicable program database(s), documentation, and/or tool(s).
- Manage and maintain the Navy ERP's established Post Go-Live Role Mapping and

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Activation Process considering the use of applicable program database(s), documentation, and/or tool(s).

- Manage and maintain the Navy ERP's established User Management Working Group Process considering the use of applicable program database(s), documentation, and/or tool(s).
- Execute and maintain the Navy ERP's established Role Test and Defect Resolution Process considering the use of applicable program database(s), documentation, and/or tool(s).

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Ongoing Knowledge Transfer and Solution Update Support includes but is not limited to the following objectives:

- Maintenance of Navy ERP "Generic" training materials (ILT and WBT) and training strategy documents.
- Reachback of training delivery to Command Business Office/site trainers for new functionality not previously delivered during initial implementation.

### 3.3 Solution Awareness

Solution Awareness includes but is not limited to the following objectives:

- Provide functional and technical expertise with a comprehensive understanding of Navy business requirements, the Navy ERP implemented solution, and the SAP product in order to advise senior leadership on ways to leverage the existing product to support the Navy's mission. This includes participation in DoD and other Federal forums to influence direction based on the Navy's architected solution; extending the Navy ERP solution; accurate analysis and effective diagnosis of required functionality to resolve issues and concerns for using commands.
- Assist Commands in making critical decisions about implementation readiness including defining business and systems strategies, in-depth solution understanding, system demonstrations, system changes and process impacts, training strategies, identification of unique performance measures and metrics, and implementation requirements.
- Provide functional and technical expertise to determine feasibility of the integration of complex new requirements for new implementations and solution upgrades from commercial product vendors and to prescribe critical system upgrades to effectively leverage the product suite used by Navy ERP.
- Provide functional and technical expertise to develop a gap analysis for the Business Backbone Expansion Sites in the table below. This work is expected to commence in fiscal year 2010 and will require travel to command locations.

#### Business Backbone Expansion Sites

Organization	Number of Sites	Number of Geographical Locations	Total Number of Users
AAUSN	26	2	4,985
BUMED	37	29	3,495
CNIC	229	120	18,143
COMPACFLT	135	36	20,645
FFC	194	65	16,011
FSA	134	56	10,957
MPT&E	482	213	7,190
MSC	35	27	1,105

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NAVFAC	16	11	13,669
ONI	1	1	1,550
NRL	13	22	2,537
RESFOR	246	142	7,342
SPECWARCOM	54	18	1,387
<b>TOTAL ERP Users</b>			<b>109,016</b>

## C-2 QUALITY ASSURANCE PLAN

- (1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.
- (2) Performance Standards:
  - a. The deliverables under this task order will be consistently technically accurate.
  - b. The services delivered under this task order will be consistently of high quality.
  - c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
  - d. The contractor will be consistently responsive to Government customers in its performance of this task order.
  - e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".
- (3) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:
  - a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
  - b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.
- (4) Remedy
  - a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.
  - b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

## C-3 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)

- (a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.
- (b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:



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- (1) Routine inspection of contractor occupied work spaces.
  - (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
  - (3) Random inspections of personnel possessions on entry or exit from the installation.
- (c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.
- (d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.
- (e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.
- (f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

**C-4 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)  
(SPAWAR C-718)**

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

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

- X 36 C.F.R. § 1194.21 (Software Applications and operating systems)
- X 36 C.F.R. § 1194.22 (Web-based and internet information and applications)
- 36 C.F.R. § 1194.23 (Telecommunications products)
- 36 C.F.R. § 1194.24 (Video and multimedia products)
- 36 C.F.R. § 1194.25 (Self contained, closed products)
- 36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this task order shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

- (b) If the Contracting Officer determines that any supply or service delivered under this task order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the task order, the Government will have the rights and remedies contained in the task order.

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## **SECTION D PACKAGING AND MARKING**

### **D-1 SHIP TO INFORMATION**

See Section G – Task Order Manager

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	4/1/2010 - 10/29/2010
4002	4/1/2010 - 9/30/2010
4003	4/1/2010 - 9/30/2010
4004	4/1/2010 - 12/31/2010
4005	4/1/2010 - 10/30/2010
4006	4/1/2010 - 6/30/2011
4040	4/1/2010 - 11/5/2010
4100	10/30/2010 - 10/21/2011
4101	3/19/2011 - 3/18/2012
4102	10/1/2010 - 3/31/2013
4200	10/22/2011 - 9/28/2012
4202	10/17/2011 - 3/31/2013
4203	9/29/2012 - 3/1/2013
4300	3/2/2013 - 3/31/2013
6000	4/1/2010 - 10/29/2010
6002	4/1/2010 - 9/30/2010
6003	4/1/2010 - 9/30/2010
6004	4/1/2010 - 12/31/2010
6005	4/1/2010 - 10/30/2010
6006	4/1/2010 - 6/30/2011
6040	4/1/2010 - 11/5/2010
6100	10/30/2010 - 10/21/2011
6101	3/19/2011 - 3/18/2012
6102	10/1/2010 - 3/31/2013
6200	10/22/2011 - 9/28/2012
6202	10/17/2011 - 3/31/2013
6203	9/29/2012 - 3/1/2013
6300	3/2/2013 - 3/31/2013

## CLIN - DELIVERIES OR PERFORMANCE

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

4000	4/1/2010 - 10/29/2010
4002	4/1/2010 - 9/30/2010
4003	4/1/2010 - 9/30/2010
4004	4/1/2010 - 12/31/2010
4005	4/1/2010 - 10/30/2010
4006	4/1/2010 - 6/30/2011
4040	4/1/2010 - 11/5/2010

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4100	10/30/2010 - 10/21/2011
4101	3/19/2011 - 3/18/2012
4102	10/1/2010 - 3/31/2013
4200	10/22/2011 - 9/28/2012
4202	10/17/2011 - 3/31/2013
4203	09/29/2012 - 2/22/2013
6000	4/1/2010 - 10/29/2010
6002	4/1/2010 - 9/30/2010
6003	4/1/2010 - 9/30/2010
6004	4/1/2010 - 12/31/2010
6005	4/1/2010 - 10/30/2010
6006	4/1/2010 - 6/30/2011
6040	4/1/2010 - 11/5/2010
6100	10/30/2010 - 10/21/2011
6101	3/19/2011 - 3/18/2012
6102	10/1/2010 - 3/31/2013
6200	10/22/2011 - 9/28/2012
6202	10/17/2011 - 3/31/2013
6203	09/29/2012 - 2/22/2012

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

4001	4/1/2010 - 9/30/2010
4011	4/1/2010 - 9/30/2010
4012	4/1/2010 - 9/30/2010
4021	4/1/2010 - 9/30/2010
4022	4/1/2010 - 9/30/2010
4030	4/1/2010 - 9/30/2010
4035	4/1/2010 - 9/30/2010
4121	10/1/2010 - 9/30/2011
4122	10/1/2010 - 9/30/2011
4130	10/1/2010 - 9/30/2011
4135	10/1/2010 - 9/30/2011
4300	10/1/2012 - 3/31/2013
4302	10/1/2012 - 3/31/2013
6001	4/1/2010 - 9/30/2010
6011	4/1/2010 - 9/30/2010
6012	4/1/2010 - 9/30/2010
6021	4/1/2010 - 9/30/2010
6022	4/1/2010 - 9/30/2010
6030	4/1/2010 - 9/30/2010
6035	4/1/2010 - 9/30/2010
6121	10/1/2010 - 9/30/2011
6122	10/1/2010 - 9/30/2011
6130	10/1/2010 - 9/30/2011

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10/1/2010 - 9/30/2011

Services to be performed hereunder will be provided in Annapolis, MD, and other Navy installations.

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## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed in CDRL Item A001. Submissions are due monthly by the 15<sup>th</sup> of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:

- a) Period Covered by Report
- b) Significant Accomplishments – Description of the technical progress made during that period.
- c) Significant Issues
- d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
- e) Travel Activity

The contractor shall provide emergent reports at the request of the Task Order Contracting Officer or Task Order Manager.

### G-2 252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha,; Alpha/numeric; numeric/alpha; and numeric/numeric.

### G-3 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a CPAF task order.

### G-300 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor “Quick Reference” Guides are located at the following web site: [http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information)

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(f) The following information is provided for completion and routing of the invoice in WAWF:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

G-321 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail



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address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

(End of clause)

**252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)**

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

**Except as modified herein, all other terms and conditions of said contract shall remain unchanged and in full force and effect.**

Accounting Data

SLINID	PR Number	Amount
4		

BASE Funding 7790678.00  
Cumulative Funding 7790678.00

MOD 01 Funding 0.00  
Cumulative Funding 7790678.00

MOD 02

400301 1300159187 39739.00  
LLA :  
AC 97X0512 J0KH 252 00052 0 068732 2D CB02SS 601910KH045Q

600301 8539.00  
LLA :  
AC 97X0512 J0KH 252 00052 0 068732 2D CB02SS 601910KH045Q

MOD 02 Funding 48278.00  
Cumulative Funding 7838956.00

MOD 03

400001 1300151556 4270392.00  
LLA :  
AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406835

600001 1300151556 675640.00

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[REDACTED]

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MOD 04

[REDACTED]  
LLA :  
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 992370000343

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[REDACTED] 1002521Q

600203 1300162127 42800.00  
LLA :  
AF 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000472535

600204 1300162328 72304.00  
LLA :  
AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000474701

600401 1300162174 250164.00  
LLA :  
AH 17101804 12TA 251 41421 068892 2D XR0001 41421002521Q

MOD 05 Funding 2874925.00  
Cumulative Funding 17873798.00

MOD 06

400205 1300163807 164052.00  
LLA :  
AJ 97X4930 NH3S 252 77777 0 050120 2F 000000 A00000483242

400206 1300163524 1368075.00  
LLA :  
AK 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000481371

400501 1300151556-0003 234975.00  
LLA :

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AM 1701804 5FIT 252 00039 0 050120 2D 000000 A30000406835

400601 1300162993 721514.00

LLA :

AL 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000478074

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[REDACTED] A00000406835

CIN 130015155600007

600202 1300161421-0002 13000.00

LLA :

AE 97X4930 NH2C 253 77777 0 050120 2F 000000 A00000467842

600204 1300162328-0001 32490.00

LLA :

AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000474701

600501 1300151556-0004 35000.00

LLA :

AM 1701804 5FIT 252 00039 0 050120 2D 000000 A30000406835

MOD 07 Funding 4446955.00

Cumulative Funding 25205703.00

MOD 08

400601 1300162993-0001 765000.00

LLA :

AL 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000478074

404001 1300151556 (64810.00)



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AK 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000481371

400301 1300159187 2338.00  
LLA :  
AC 97X0512 JOKH 252 00052 0 068732 2D CB02SS 601910KH045Q

400401 1300162174 104832.00  
LLA :  
AH 17101804 12TA 251 41421 068892 2D XR0001 41421002521Q

400402 1300151556-0007 30654.00  
LLA :  
AN 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406835

400501 1300151556-0004 22566.00  
LLA :  
AM 1701804 5FIT 252 00039 0 050120 2D 000000 A30000406835

400601 1300162993-0001 87442.00  
LLA :  
AL 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000478074

404002 1300151556 22265.00  
LLA :  
AQ 1701319 Q5EB 255 00039 0 050120 2D 000000 A20000406835

MOD 13 Funding 1517169.00  
Cumulative Funding 31929095.00

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[REDACTED] 50120 2F 000000 A00000634604

610001 1300180380-0002 24000.00  
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AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596817

610201 1300188754 305939.00  
LLA :  
AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343

610204 1300187934 11174.00  
LLA :  
AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000634604

MOD 15 Funding 2511649.00  
Cumulative Funding 37791805.00

MOD 16

410001 1300180380-0003 7846520.00  
LLA :  
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596817

410203 1300186741-0001 223054.00  
LLA :  
AR 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000626992

610001 1300180380-0003 1132920.00  
LLA :

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AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596817

610203 1300186741-0001 35291.00

LLA :

AR 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000626992

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410101 130019564600001 418825.00

LLA :

AW 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686392

410207 130019388100001 418047.00

LLA :

AZ 97X4930 NH1C 252 77777 0 000167 2F 000000 992374010070

610002 130019326100003 127157.00

LLA :

AX 1711804 8B5B 252 V0DE0 0 050120 2D 000000 A00000669779

610101 130019564600003 66264.00

LLA :

AW 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686392

610207 130019388100003 57543.00

LLA :

AZ 97X4930 NH1C 252 77777 0 000167 2F 000000 992374010070

MOD 19 Funding 1990612.00

Cumulative Funding 51522688.00

MOD 20

410001 130018038000011 1044393.00

LLA :

AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596817

MOD 20 Funding 1044393.00

Cumulative Funding 52567081.00

MOD 21







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410207 1300193881-0001 769464.00  
 LLA :  
 AZ 97X4930 NH1C 252 77777 0 000167 2F 000000 992374010070  
 CIN 130019388100004

610001 1300180380-0008 492584.00  
 LLA :  
 AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596817  
 CIN 130018038000023

610207 1300193881-0001 75000.00  
 LLA :  
 AZ 97X4930 NH1C 252 77777 0 000167 2F 000000 992374010070  
 CIN 130019388100006



MOD 25

410002 1300193261-0001 540153.00  
 LLA :  
 AX 1711804 8B5B 252 V0DE0 0 050120 2D 000000 A00000669779  
 CIN 130019326100004

410101 1300195646-0002 467690.00  
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 AW 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686392  
 CIN 130019564600013

410102 1300195646-0002 279257.00  
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 AW 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686392  
 CIN 130019564600016

410103 1300210123 383615.00  
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 BD 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782870  
 CIN 130021012300001

410104 1300210127 33024.00  
 LLA :  
 BE 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782928  
 CIN 130021012700001

410105 1300210528 121698.00  
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 BF 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785500  
 CIN 130021052800001

410106 1300210554 228588.00  
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 BG 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785562  
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410107 1300210556 107999.00  
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 BH 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785569  
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CIN 130019564600018

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CIN 130021012300003

610104 1300210127 4768.00

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BH 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785569  
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MOD 33

420201 1300233955-00001 3820375.00  
 LLA :  
 BP 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343

420202 1300233956-00001 421713.00  
 LLA :  
 BP 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343

420203 1300233727-00001 2173049.00  
 LLA :  
 BR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930426

420207 1300234481-00001 160529.00  
 LLA :  
 BQ 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000935653

620201 1300233955-00001 424486.00  
 LLA :  
 BP 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343

620202 1300233956-00001 46857.00  
 LLA :  
 BP 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343

620203 1300233727-00002 241450.00  
 LLA :  
 BR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930426

620207 1300234481-00001 17837.00  
 LLA :  
 BQ 97X4930 [REDACTED]

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 [REDACTED] 0 050120 2D 000000 A00000596817

410002 1300193261-00001 31729.00  
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 AX 1711804 8B5B 252 V0DE0 0 050120 2D 000000 A00000669779  
 CIN 130019326100004

410101 1300232469-00001 44508.00  
 LLA :  
 AW 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686392

410102 1300232470-00001 3315.00  
 LLA :  
 AW 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686392

410103 1300232585-00001 22545.00  
 LLA :  
 BD 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782870

410104 1300232588-00001 1320.00  
 LLA :  
 BE 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782928

410105 1300232589-00001 6978.00  
 LLA :  
 BF 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785500

410106 1300232591-00001 9757.00  
 LLA :  
 BG 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785562

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410107 1300232593-00001 8316.00  
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410108 1300218446 2274.00  
 LLA :  
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 CIN 130021844600001

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410203 130018674100007 28143.00  
 LLA :  
 AR 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000626992

410204 130018793400004 8296.00  
 LLA :  
 AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000634604

410206 1300185831-0001 14701.00  
 LLA :  
 AS 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000621080

410207 1300193881-0001 23036.00  
 LLA :  
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 CIN 130019388100004

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 BN 1721804 5FIT 252 00039 0 050120 2D 000000 A00000914843  
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420204 1300234910-0002 802081.00  
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420205 1300234907-00001 2147673.00  
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420206 1300233968-00001 133151.00  
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420209 1300236009-00001 73574.00  
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620001 130023183100001 302994.00  
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 Incremental funding

620204 1300234910-00002 89120.00





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CIN 00003

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CIN 00002

420207 1300234481 31097.00  
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BQ 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000935653  
CIN 00002

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CIN 00003

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CIN 00002

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LLA :  
BU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000932458  
CIN 00002

620207 1300234481 3455.00  
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CIN 00002

MOD 36 Funding 15112781.00  
Cumulative Funding 124668831.00

MOD 37

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CIN 00004

420208 1300236517-0001 115628.00  
LLA :  
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[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

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CIN 130025073800002

620203 1300233727-0002 640437.00

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620210 1300250738-0001 277084.00

LLA :  
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CIN 130025073800002

MOD 39 Funding 4095610.00  
Cumulative Funding 136803288.00

MOD 40

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 LLA :  
 AW 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686392

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 BD 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782870

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 LLA :  
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410207 1300193881-0001 20748.00  
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410210 1300185831-0003 23449.00  
 LLA :  
 BC 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000621080  
 CIN 130018583100022

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CIN 130023183100005

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130023491000005

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CIN 130025073800003

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LLA :  
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CIN 130023183100005

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LLA :  
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CIN 130023372700008

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[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

MOD 43 Funding 126944.00  
Cumulative Funding 142632065.00

MOD 44

620302 1300309844 (25000.00)

LLA :

BZ 1731804 5FIT 252 00039 0 050120 2D 000000 CIN 130030984400001

ACRN BZ cites an incorrect line of accounting. This ACRN is hereby Reserved. No funding is attributable to this ACRN which remains for informational purposes only.

620303 1300309844 25000.00

LLA :

CA 1731804 5FIT 252 00039 0 050120 2D 000000 A00001447210

CIN 130030984400001.

[REDACTED]

[REDACTED]

[REDACTED]

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)**

(a) The Contractor agrees to segregate costs incurred under this task order at the Contract Line Item Number (CLIN) level, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item.

(b) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

### **H-2 DATA RIGHTS**

The Data Rights clause in the basic contract is invoked for this task order.

### **H-3 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

### **H-4 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)**

(a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

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(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

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(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

**H-5 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA**

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.



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This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company and subsidiaries (if any), and any financial interests they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

#### STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

DATE \_\_\_\_\_

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and

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Service”

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

## H-6 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. 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 and 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 descriptions.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the “CHANGES” clause in this task order; (3) increase or decrease the task order price or estimated task order 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 task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order 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 the task order.

## H-7 ORGANIZATIONAL CONFLICT OF INTEREST

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The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

H-8 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

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## **SECTION I CONTRACT CLAUSES**

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## **SECTION J LIST OF ATTACHMENTS**

Contract Data Requirements List

Award Fee Plan

DD254

Contractor Teaming Arrangement

Performance Work Statement