

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 4 of 62</b>
---------------------------	--	-----------------------------

**NAME OF OFFEROR OR CONTRACTOR**

**HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)**

(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 COST 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-2-0014 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)**

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to \* percent ( \* ) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

**\*To be incorporated and completed at the Task Order level, as appropriate.**

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 5 of 62</b>
---------------------------	--	-----------------------------

**NAME OF OFFEROR OR CONTRACTOR**

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

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

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

**(End of Text)**

**NOTES**

⇒ Fee paid is based on total fee dollars divided by total man-hours to be provided.

**\*To be incorporated and completed at the Task Order level, as appropriate.**

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

(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,

(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.

**(End of Text)**

NAME OF OFFEROR OR CONTRACTOR

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### SCOPE

##### *1.1 - Background*

In 2002, the Chief of Naval Operations (CNO) promulgated Seapower 21. Seapower 21 provides a framework to align, organize and integrate the U.S. Navy to meet the wide variety of challenges that lie ahead. The CNO called upon the entire Navy to find ways to become more efficient and effective. To meet Seapower 21 objectives and to increase efficiency, the NAVSEA Warfare Centers established the Seaport Enhanced (Seaport-e) Multiple Award Contract (MAC) vehicle, using a web-based, e-business procurement Portal, to facilitate performance-based service acquisition, leverage buying power, improve business intelligence and reduce cycle time. In October 2004, the Virtual SYSCOM Commanders formalized an agreement to expand the ordering community of Seaport-e to include all Virtual SYSCOM activities and to leverage the success of SeaPort-e in achieving the aforementioned objectives across the Virtual SYSCOM. Additionally, other activities, including the Military Sealift Command, Strategic Systems Programs, Office of Naval Research, and the United States Marine Corps have chosen to use SeaPort Enhanced.

##### *1.2- Scope of Contract*

The Contractor shall, in response to task orders issued under this contract by the Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Systems Command, Naval Supply Systems Command, Military Sealift Command, Naval Facilities Command, Strategic Systems Programs, Office of Naval Research, and the United States Marine Corps, provide services that potentially span the entire spectrum of mission areas supported by the activities and technical capabilities that comprise the various ordering offices, as well as provide professional support services to the overall Navy, and Marine Corps organizations. Services within the functional areas identified below, may be performed under this contract for new product areas, programs, or missions, which are assigned to these activities during the life of the contract. Additionally, activities may provide limited support under this contract to other Department of Defense (DoD), non-DoD, or Joint agencies for work that is integrally related to product areas and mission.

Services to be provided under this contract are categorized into 22 functional services areas as follows, and are further defined in Paragraph 3 below:

1. Research and Development Support
2. Engineering, System Engineering and Process Engineering Support
3. Modeling, Simulation, Stimulation, and Analysis Support
4. Prototyping, Pre-Production, Model-Making, and Fabrication Support
5. System Design Documentation and Technical Data Support
6. Software Engineering, Development, Programming, and Network Support
7. Reliability, Maintainability, and Availability (RM&A) Support
8. Human Factors, Performance, and Usability Engineering Support
9. System Safety Engineering Support
10. Configuration Management (CM) Support
11. Quality Assurance (QA) Support
12. Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support
13. Inactivation and Disposal Support
14. Interoperability, Test and Evaluation, Trials Support
15. Measurement Facilities, Range, and Instrumentation Support
16. Logistics Support
17. Supply and Provisioning Support
18. Training Support
19. In-Service Engineering, Fleet Introduction, Installation and Checkout Support
20. Program Support
21. Functional and Administrative Support
22. Public Affairs and Multimedia Support

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 7 of 62</b>
---------------------------	--	-----------------------------

**NAME OF OFFEROR OR CONTRACTOR**

**2. APPLICABLE DOCUMENTS**

Applicable military specifications and standards that are listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS), and current on the date of contract award, plus applicable industry standards, or any other program documents may be specified within the individual task orders that will be issued for performing specific tasks under this indefinite quantity contract.

**3. REQUIREMENTS**

The Contractor shall provide qualified personnel, materials, facilities, equipment, test instrumentation, data collection and analysis, hardware and software, and other services that will support the Navy and Marine Corps in the execution of their overall organizational functions and the specific missions of the individual activities and ordering offices. Functional areas to be supported under this contract are described in the sections below.

**3.1 - Research and Development Support**

This functional area consists of supporting the development and application of scientific and analytical disciplines to conduct fundamental research; scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge or understanding; concept formulation; assessment of system and subsystem requirements; development, analysis and evaluation of concepts, technologies, systems and subsystems; and development of operational concepts and tactics with the end goal being the application of results to developing new or improving existing warfighting capabilities. This effort may include manning, operating, and maintaining test support craft and experimental vessels in the open ocean or restricted waters to support tests.

**3.2 - Engineering, System Engineering and Process Engineering Support**

This functional area consists of supporting the application of engineering disciplines to technically support development of new and existing Naval capabilities and systems, technically support development of significant alterations to existing systems, support integration and interface of existing equipment or software into different applications or platforms to support the warfighter, and support evaluation of foreign or non-developmental systems, equipments, and technologies. This functional area also includes all support required within the area of environmental engineering of U. S. Navy weapon systems and base related infrastructure.

**3.3 - Modeling, Simulation, Stimulation, and Analysis Support**

This functional area consists of the application of a standardized, rigorous, structured methodology to create and validate a physical, mathematical, or otherwise logical representation of a system, entity, phenomenon, or process. The functional area involves the use of models, including emulators, prototypes, simulators, and stimulators, either statically or over time, to develop data as a basis for making managerial, technical, strategic, or tactical decisions.

**3.4 - Prototyping, Pre-Production, Model-Making, and Fabrication Support**

This functional area consists of the building, fabrication, testing, evaluating and operating reduced and full scale models, mock-ups, prototypes, pre-production units and research and development (R&D) test tools of electronic and electro-mechanical systems and system elements. Fabrication and machining of replacement parts or equipments for fielded systems or platforms is included. Includes the use of traditional materials as well as new composite materials.

**3.5 - System Design Documentation and Technical Data Support**

This functional area involves the engineering effort required to prepare and assure that the detailed technical data documentation that is necessary to support system development reflects the latest design, configuration, integration, and installation concepts. Technical documentation may be in the form of paper, electronic (digital) or interactive computer systems.

**3.6 - Software Engineering, Development, Programming, and Network Support**

This functional area consists of applying the engineering and scientific disciplines to perform technical analysis of, technically support development of or selection of hardware and computer software, or modification to existing hardware and software for systems, test facilities, or training facilities. This also consists of software engineering efforts and programming support required to technically support software implementation in systems, sub-systems, and components utilizing computers, electronics, and software. Planning, designing, coding, testing, integrating, supporting, and delivering algorithms, software (source code and executables), computer programs are the inherent activities of this functional area. Commercial Off-The-Shelf (COTS) solutions and product modifications (e.g., software tools, licensing, and associated hardware) which are incidental to the overall support service efforts are considered within the scope of this functional area. Generally, the software development processes used for software development under this contract shall be, as a minimum, assessed at Software Engineering Institute (SEI) Capability Maturity Model (CMM) Level

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 8 of 62</b>
---------------------------	--	-----------------------------

**NAME OF OFFEROR OR CONTRACTOR**

3 or equivalent, however the Government may specify other (either lower or higher) standards in individual task orders issued under the contract.

**3.7 - Reliability, Maintainability, and Availability (RM&A) Support**

This functional area consists of applying engineering, scientific, and analytical disciplines to ensure that systems and platforms RM&A requirements are integrated with the system design, development and life cycle sustainment resulting in warfighting capabilities that function effectively when required and that detection and correction of design deficiencies, weak parts, and workmanship defects that affect functionality are implemented.

**3.8 - Human Factors, Performance, and Usability Engineering Support**

This functional area consists of applying engineering, scientific, and analytical disciplines to ensure that design of interactive systems are safer, more secure and easier to use thereby reducing accidents due to human error, increasing system integrity and enabling more efficient process operations. This functional area also includes applying engineering, scientific, and analytical disciplines to ensure that the number, type, mix, knowledge, skills, and abilities (KSAs), aptitudes and physical characteristics of operators, maintainers and support personnel have been defined and documented early in the system design phase.

**3.9 - System Safety Engineering Support**

This functional area consists of applying engineering and analytical disciplines to ensure that safety is considered in all aspects of design, development, operation, maintenance, and modification of systems and platforms.

**3.10 - Configuration Management (CM) Support**

This functional area consists of applying engineering and analytical disciplines to identify, document, and verify the functional, performance, and physical characteristics of systems, to control changes and non-conformance, and to track actual configurations of systems and platforms.

**3.11 - Quality Assurance (QA) Support**

This functional area consists of applying engineering and analytical disciplines to ensure that the processes and products used in the design, development, fabrication, manufacture and installation result in quality products.

**3.12 - Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support**

This functional area consists of 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. Analyze existing IT and IS databases, web sites, and IT applications and recommend new or improved interfaces and improved management tools that meet new management requirements, or improve management effectiveness and efficiency. Perform maintenance and technical support for Local Area Networks (LAN) and Wide Area Networks (WAN) that are outside the cognizance of the Navy Marine Corps Intranet (NMCI). Modify, implement and maintain web based information systems and links. Develop web-site structure, prepare documentation for population, implement and maintain web sites. Provide systems engineering and technical support for establishment, test, upgrade, and operational support of systems, networks, workstations and support equipment hardware and software that are outside the cognizance of NMCI. Conduct IA analyses, develop, recommend, and implement, monitor, update, and maintain, IA practices, procedures, equipments, algorithms, and hardware that are outside the cognizance of NMCI.

**3.13 - Inactivation and Disposal Support**

This functional area consists of technically supporting submarine, aircraft, weapons system and ship inactivation and disposal efforts to ensure that critical equipment removed is safeguarded and destroyed in accordance with the appropriate Navy instructions and directives. Provide direct liaison with the Shipyard or depot and the Navy to insure that critical technology is not inadvertently transferred to foreign nationals or governments. Ensure proper documentation exists for the sale of excess materials from inactivated platforms prior to sale by the Defense Reutilization and Marketing Service (DRMS). Technically support the demilitarization process for shipboard equipment using the Expanded Work Breakdown Structure (EWBS), Trade Security Controls (TSC), and Munitions List Items (MLI) all of which are used to determine the disposition of excess, not-ready-for-issue (non-RFI) equipment. Technically support the security classification requirements and guidelines for data and equipment necessary to assist in making decisions on sales issues.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 9 of 62</b>
---------------------------	--	-----------------------------

---

**NAME OF OFFEROR OR CONTRACTOR**

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**3.14 - Interoperability, Test and Evaluation, Trials Support**

This functional area consists of the application of engineering, scientific, and analytical disciplines necessary to ensure that developed platforms, systems, and warfighting capabilities have been properly tested and that joint interoperability requirements have been fully met at all levels of their life cycle.

**3.15 - Measurement Facilities, Range, and Instrumentation Support**

This functional area consists of applying engineering, analytical, and technician disciplines in the operation and support of measurement facilities, ranges and instrumentation used for testing, evaluating, experimenting, and exercising platforms and systems.

**3.16 - Logistics Support**

This functional area consists of applying the engineering and analytical disciplines required to implement acquisition logistics as a multi-functional technical management discipline associated with the design, development, test, production, fielding, sustainment, and improvement modifications of cost effective systems that achieve the warfighters' peacetime and wartime readiness requirements. The principal objectives of acquisition logistics are to ensure that support considerations are an integral part of the system's design requirements, that the system can be cost effectively supported through its life-cycle, and that the infrastructure elements necessary to the initial fielding, operation and maintenance support of the system are identified and developed and acquired.

**3.17 - Supply and Provisioning Support**

This functional area consists of applying the analytical and technical disciplines required to ensure that fielded warfighting capabilities are materially sustained. The principal objectives of this functional area are to ensure that material for operation and maintenance of warfighter systems is available when required, that materials are properly stored and transported, and inventories are managed in a cost effective manner to sustain supported systems.

**3.18 - Training Support**

**3.18.1 Technical Training Support**

This functional area consists of applying the engineering and analytical disciplines required to ensure that the warfighter and technical support community is provided with adequate instruction including applied exercises resulting in the attainment and retention of knowledge, skills, and attitudes regarding the platforms, systems, and warfighting capabilities they operate and maintain.

**3.18.2 Professional Development and Training Support**

This functional area includes organizational development and process improvement training activities. This functional area consists of information dissemination, as well as the development and facilitation of training for the Navy and Marine Corps workforce related to organizational development and process improvement initiatives. This includes efforts such as implementation of LEAN practices, implementation of National Security Personnel System (NSPS), Competency Alignment initiatives, and other workforce training efforts related to organizational development initiatives, process improvement initiatives and Human Capital Strategies.

**3.19 - In-Service Engineering, Fleet Introduction, Installation and Checkout Support**

This functional area consists of the application of engineering, analytical, and technical disciplines and skills to establish and maintain long-term engineering, operation, and maintenance support for in-service warfighting capabilities as well as the capability to modernize or introduce transformational technologies into those capabilities.

**3.20 - Program Support**

This functional area consists of applying the business, financial management, and technical disciplines required to support planning, organizing, staffing, controlling, and leading team efforts in managing acquisition programs such that the result places a capable and supportable system in the hands of the warfighter when and where it is needed, and does so at an affordable price. This functional area represents an integration of a complex system of differing but related functional disciplines that must work together to achieve program goals through development, production, deployment, operations, support, and disposal.

**3.21 - Functional and Administrative Support**

**3.21.1 Clerical and Administrative Support**

This functional area consists of clerical and administrative support required for seamless operation of offices and support functions. This area also includes support of personal property management functions.

**NAME OF OFFEROR OR CONTRACTOR**

**3.21.2 Analytical and Organizational Assessment Support**

This functional area consists of analytical and organizational assessment support functions, Human Capital Strategy processes and programs, organizational development efforts and organizational process improvement efforts.

**3.21.3 Most Efficient Organization (MEO) Teaming Support Services (executed in compliance with Circular No. A-76 dated 29 May 2003)**

This functional area consists of organizational assessment, infrastructure assessment, financial management, process engineering, business as well as technical and non-technical disciplines to support development and implementation of the MEO. This functional area includes offering recommendations for technology infusion, capital investments, organizational structures, staffing and lean performance execution processes and metrics. In the event of an MEO selection/decision, this functional area includes providing accepted technology solutions, capital investments and staffing in accordance with the MEO through a follow-on contract action or option. This functional area will include conflict of interest clauses.

**3.22 - Public Affairs and Multimedia Support**

This functional area consists of supporting Public Affairs organizations as it relates to strategic counsel, planning and execution of communication as a function of command goals and requirements for informing, and promoting the successes of the organization both to external and internal media. Public Affairs organizations oversee the development, implementation and execution of the command communication strategy, planning and tactics for enterprise and national-level initiatives across all target audiences. To accomplish this Public affairs organizations require specific contractor public affairs support including; speechwriting, multimedia documentation, development of strategic communication plans, support of the command exhibit program, exhibit planning/services/leasing of exhibit, photography support, design/layout of command publication to provide critical assistance in development of communication messages for the Navy. This area also includes support in the development of multimedia documentation to support Command communication goals; support for development of strategic communication plans to include metrics, technical writing services, message/brand development, visual media to include still, video and multimedia, and other public affairs services.

**4. GOVERNMENT-FURNISHED PROPERTY**

All Government furnished information, material, and equipment will be specified in the individual task orders. All government furnished information is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the Task Order Contracting Officer, except as required for the specific performance of tasks under this contract.

**5. SECURITY REQUIREMENTS**

The work to be performed under this contract may involve access to, handling of, and generation of classified material. The Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with all DoD and U.S. Navy specific regulations regarding security, and (3) assure compliance with any written instructions from the Security Officers of the activity issuing task orders under this contract. Specific security requirements applicable to the work to be performed under each task order will be identified in the individual task orders. When applicable, a DD Form 254 will be prepared by the ordering activity and issued with the task order. If the work being performed under the task order would require access to Government Information Technology Systems, then an applicable clause will be included at the task order level.

**6. DATA DELIVERABLES**

Specific technical data will be included in individual Task Orders issued under the contract, either as CDRL's or specified in the Statement of Work. It is anticipated that data items ordered under individual orders will be required to be prepared using standardized Data Item Descriptions (DIDs) listed in the DoD Acquisition Management System and Data Requirements Control List (AMSDL) current at the time of order issuance. It is anticipated that all deliverables prepared under this contract may be required to be delivered as either hardcopy and on electronic media or both as specified in the individual task orders.

**7. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

Reporting requirements of the Enterprise-Wide Contractor Manpower Reporting Application (ECMRA) shall be specified in Section C at the individual Task Order level.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 11 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

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

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



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 12 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

(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.

**(End of Text)**

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

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

(a) (1) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

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

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

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

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 13 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

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

(e) (1) The Contractor further agrees that, during the performance of this task order and for a period of three years after completion of performance of this task order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any equipment or services that is the subject of the work to be performed under this task order.

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

(3) As provided in FAR 9.505-2, notwithstanding the three-year bar set provided for in paragraph (e)(1), if the Government uses, as a basis for the procurement of any equipment or services work statements or other acquisition related documents growing out of the effort performed under this task order from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this task order or before the three- year period following completion of this task order has lapsed, the Contractor may, with the authorization of the Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for equipment or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. This notification requirement shall also apply to any release of information in contravention of paragraph (d). Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

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

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

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

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

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

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5, or elsewhere included in this contract.

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

NAME OF OFFEROR OR CONTRACTOR

**SECTION D - PACKAGING AND MARKING**

**ITEMS 7000 THROUGH 9000** – There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below unless otherwise indicated in individual task orders.

**HQ D-1-0001 PACKAGING OF DATA**

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

(End of Text)

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: \_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_  
(Name of Requiring Activity)

\_\_\_\_\_  
(City and State)

**\* To be completed at the Task Order level, when applicable.**

**NAME OF OFFEROR OR CONTRACTOR****SECTION E - INSPECTION AND ACCEPTANCE****INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
7000-7999	Destination	Government	Destination	Government
8000-8999	Destination	Government	Destination	Government
9000-9999	Destination	Government	Destination	Government

\* These terms shall be incorporated at the Task Order level for any ordered Items

**CLAUSES INCORPORATED BY REFERENCE**

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

**NAME OF OFFEROR OR CONTRACTOR**

**SECTION F - DELIVERIES OR PERFORMANCE**

**DELIVERY INFORMATION**

The below table represents the Ordering Periods associated with each Item.

Items	PERIOD OF PERFORMANCE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
7000-7999	Date of Award to *	Hours	**	TBD	TO BE INCLUDED IN ORDERS
8000-8999	Date of Award to *	Orders	**	TBD	TO BE INCLUDED IN ORDERS
9000-9999	Date of Award to *	Lot	1	TBD	TO BE INCLUDED IN ORDERS

**\* PERIOD OF PERFORMANCE VARIES BETWEEN CONTRACT YEARS**

**\*\* QUANTITY FOR CLINs 7000 AND 8000 WERE COMPLETED BY THE GOVERNMENT AT TIME OF AWARD AND VARIES BETWEEN CONTRACT YEARS AND VENDORS**

**CLAUSES INCORPORATED BY REFERENCE**

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

**Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY**

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 17 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**SYSTEM FOR AWARD MANAGEMENT (SAM)** – The contractor must be registered in the System for Award Management (SAM) in order to be eligible for award. The Contractor must maintain registration throughout the ordering period. PAYMENT will not be made to the contractor if the Contractor’s registration lapses.

**PAYMENT** — Performance-based payments or progress payments are authorized for interim payments for any task orders, where the contractor so requests and has been granted approval.

**POINTS OF CONTACT-** The Government points of contact for this contract are as follows:

**SeaPort Enhanced Contracting Officer:**

SeaPort-e PCO  
NSWC Dahlgren Division  
17632 Dahlgren Road, Suite 157  
Dahlgren, VA 22448-5110  
(540) 653-7087  
SEAPORT\_EPCO@navy.mil

**Ombudsman:**

While the individual Task Order Contracting Officer should be the first point of contact for industry seeking resolution of issues, each ordering activity has an established Ombudsman. The Ombudsman represents an impartial party. An overarching Ombudsman exists at the Naval Sea Systems Command Headquarters for the resolution of issues involving one or more ordering offices or if resolution from an ordering office Ombudsman is not sufficient.

**Contracting Officer’s Representative (COR):**

**To be identified in each Task Order.**

The Government reserves the right to change the Contracting Officer, the Ombudsman, or COR at any time, unilaterally.

A list of Ombudsmen will be maintained on the Vendor Portal to authorized users.

**Ddl-G20 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)**

(a) Ordering: All Warranted Contracting Officers of the Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Command, Naval Supply Systems Command, Military Sealift Command, Strategic Systems Programs, Naval Facilities Engineering Command, Office of Naval Research, and the United States Marine Corps are authorized ordering offices. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders by the Task Order Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

(b) Ordering Procedures:

(1) Orders issued shall include, but not be limited to the following information (when applicable):

- (i) Date of order.
- (ii) Contract and order number.
- (iii) Type of Order

**NAME OF OFFEROR OR CONTRACTOR**

- (iv) Appropriation and accounting data.
- (v) Description of the services to be performed.
- (vi) Description of end item(s) to be delivered.
- (vii) DD Form 254 (Contract Security Classification Specification)
- (viii) DD Form 1423 (Contract Data Requirements List)
- (ix) The individual responsible for inspection/acceptance.
- (x) Period of performance/delivery date.
- (xi) Estimated number of labor hours for each applicable labor category.
- (xii) The estimated cost plus fixed fee or ceiling price for the order.
- (xiii) List of Government furnished equipment, material, and information.

(c) Modifications of Orders: Orders may be modified only by the cognizant Task Order Contracting Officer.

(d) The Cost Plus Fixed Fee or Ceiling Price for each Order may not be changed except when authorized by a modification to the Task Order.

(e) Unilateral Orders. Task Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Task Order Contracting Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

**Ddl-G21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS**

(a) The decision on whether or not the Order will be Cost-Plus-Fixed-Fee (Completion), Cost-Plus-Fixed-Fee (Term), Cost Plus Incentive Fee, Cost Plus Award Fee, Firm Fixed Price, or Fixed Price Incentive will be made dependent on the amount of detail the specification/statement of work provides. Each Request for Proposal sent to the Contractor shall state the type of order deemed appropriate by the Government.

(b) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g. a final report of research accomplishing the goal or target) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period and upon contractor certification that the level of effort specified in the order has been expended in performing the contract work.

(d) A firm fixed price order provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the Order.

For all CPFF orders, whether completion or term, payments are made in accordance with the FAR clause 52.216-8 Fixed Fee. For Completion type orders, the "PAYMENT OF FEE(S) (COMPLETION)" clause should be included at the Task Order level. For Level of Effort (LOE) type orders, the "PAYMENT OF FEE(S) (LEVEL OF EFFORT)" clause should be included.

**NAME OF OFFEROR OR CONTRACTOR**

**In order to be in compliance with DFARS 252-232-7003 “Electronic Submission of Payment Requests”, a clause similar to the following will be included at the Task Order Level:**

**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).

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

*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.

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

(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.



**NAME OF OFFEROR OR CONTRACTOR**

## Routing Data Table\*

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

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

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

\* \_\_\_\_\_

\* \_\_\_\_\_

(g) *WAWF point of contact.*

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

\* \_\_\_\_\_

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

(End of clause)

**\* TO BE COMPLETED AT TASK ORDER LEVEL**

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 21 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

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

(a) For other than firm fixed priced 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 herein.

(End of Text)

**Defense Federal Acquisition Regulation Supplement's (DFARS) Procedures, Guidance, and Instructions (PGI) 204.7018 Payment Instructions in Contract Writing Systems requires standardized special payment instructions (SPIs) clauses for contracts containing multi-funded line items; cost-reimbursement line items; time-and-materials/labor-hour line items; and authorizations for financing payments.**

**PGI 204.7108 PAYMENT INSTRUCTIONS.**

(a) *Scope.* This section applies to contracts and any separately priced orders that--

(1) Include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items);

(2) Contain cost-reimbursement or time-and-materials/labor-hour line items; or

(3) Authorize financing payments.

(b) For contracts and orders covered by this subpart, the contracting officer shall insert numbered instructions in Section G (Contract Administration Data), to permit the paying office to charge the accounting classification citations assigned to that contract line item (see DFARS 204.7104-1(a)) in a manner that reflects the performance of work on the contract. When incorporating clauses by reference in Section G, cite the clause number, title, and date. If additional accounting classification citations are subsequently added, the payment instructions must be modified to include the additional accounting classification citations. Also, contracting officers shall not issue modifications that would create retroactive changes to payment instructions. All payment instruction changes shall be effective as of the date of the modification. When some, but not all, of the fixed price line items in a contract are subject to contract financing payments, the contracting officer shall clearly identify to which line items the payment clause(s) included in Section I apply.

(c) Payment instructions—

(1) Shall provide a methodology for the payment office to assign payments to the appropriate accounting classification citation(s), based on anticipated contract work performance;

**NAME OF OFFEROR OR CONTRACTOR**

- (2) Shall be consistent with the reasons for the establishment of separate contract line items;
- (3) Shall be selected from those provided in paragraph (d) of this section;
- (4) Shall be revised to address the impact of changes to contract funding or significant disparities between existing instructions and actual contract performance;
- (5) Shall state at what level (contract, contract line, subline, exhibit line, or ACRN) the payment instructions should be applied;
- (6) Shall not be mixed within a level by contract type. For example, if the instructions apply at the contract level, there can be only one payment instruction for each contract type. If the instructions apply at the contract line or subline level, there can only be one payment instruction per contract line or subline item;
- (7) For contracts or orders that contain a combination of fixed-price, cost-reimbursement, and/or time-and-materials/labor-hour line items, shall at a minimum include separate instructions for each contract type of contract line item (e.g., contract-wide proration for fixed-price line items and contract-wide ACRN level for cost-reimbursement line items);
- (8) For contracts or orders that contain foreign military sales requirements, shall include instructions for distribution of the contract financing payments to each country's account; and
- (9) Shall use one of the standard payment instructions in paragraphs (d)(7) through (11) of this section unless the contracting officer documents in the contract file that there are significant benefits of requiring contractor identification of the contract line item on the payment request.

(d) The numbered payment instructions ((d)(1) through (12)) below correspond to the automated payment instructions in the supporting systems; therefore, care should be exercised when identifying the numbered instructions below in Section G of the contract. Include either one contract-wide instruction or one or more line item specific instructions. The contracting officer shall not use a combination of contract-wide and line item specific instructions.

(1) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e., one ACRN), insert the following:

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

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

(2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs), and the contracting officer intends funds to be liquidated in ACRN order, insert the following:

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.

(3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction:

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.

**NAME OF OFFEROR OR CONTRACTOR**

Line Item	ACRN Order
_____	_____
_____	_____

(4) *Line item specific: by fiscal year.* If there is more than one ACRN within a contract line item, [(i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the oldest funds first, insert the following:

252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

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

(5) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the ACRN with the earliest cancellation date first, insert the following:

252.204-0005 Line Item Specific: by Cancellation Date. (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific: proration.* If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN, insert the following:

252.204-0006 Line Item Specific: Proration. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) *Contract-wide: sequential ACRN order.* If the contracting officer intends the funds to be liquidated in sequential ACRN order, insert the following:

252.204-0007 Contract-wide: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the contract or order, 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.

(8) *Contract-wide: contracting officer specified ACRN order.* If the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction:

252.204-0008 Contract-wide: Contracting Officer Specified ACRN Order. (SEP 2009)

**NAME OF OFFEROR OR CONTRACTOR**

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified below:

ACRN Order

\_\_\_\_\_

\_\_\_\_\_

(9) *Contract-wide: by fiscal year.* If the contracting officer intends the funds to be liquidated in fiscal year order, insert the following:

252.204-0009 Contract-wide: by Fiscal Year. (SEP 2009)

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

(10) *Contract-wide: by cancellation date.* If the contracting officer intends the funds to be liquidated in fiscal year order, insert the following:

252.204-0010 Contract-wide: by Cancellation Date. (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) *Contract-wide: proration.* If the contract or order that provides for progress payments based on costs, (unless the administrative contracting officer authorizes use of one of the other options), or if the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN, insert the following:

252.204-0011 Contract-wide: Proration. (SEP 2009)

The payment office shall make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

(12) *Other.* If none of the standard payment instructions identified in paragraphs (d)(1) through (11) of this section are appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions--

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office.

**\*\*NOTE: APPROPRIATE CLAUSE WILL BE INCLUDED AT THE TASK ORDER LEVEL.**

NAME OF OFFEROR OR CONTRACTOR

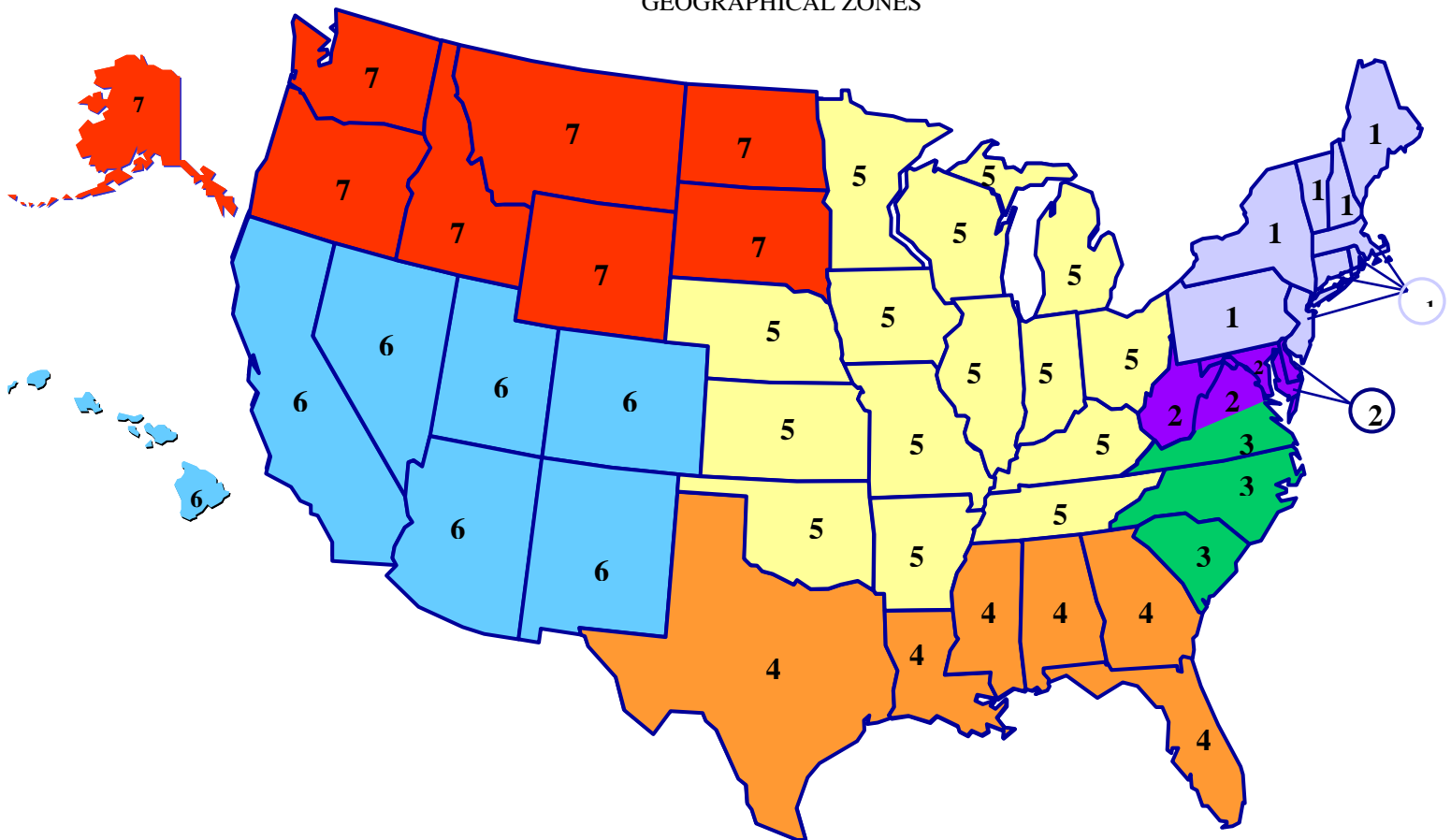
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 GEOGRAPHICAL ZONES

Offerors were requested to identify in Section B the geographical Zone or Zones for which they wish to be considered during the Task Order, Fair Consideration Process. After award of the multiple award contracts, task orders will be competed by the various ordering offices to meet project/program requirements. Each task will be competed in the applicable Zone of performance. Offerors may only respond to solicitations for task orders in the Zones marked with an "X" in Section B. The following map identifies the seven Zones: Northeast, National Capital, Mid-Atlantic, Gulf Coast, Midwest, Southwest, and Northwest. For work performed outside the fifty states, the Zone in which the ordering activity is located shall be used.

NOTE: The dividing line between Zones 2 and 3 is 75 miles south of Washington, DC.

GEOGRAPHICAL ZONES



- (1) Northeast Zone
- (2) National Capital Zone
- (3) Mid Atlantic Zone
- (4) Gulf Coast Zone
- (5) Midwest Zone
- (6) Southwest Zone
- (7) Northwest Zone

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 26 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

**H.2 SEA 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 orders under this contract, the Government property accountable under the Contract(s) listed in the task order. 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.

**H.3 RESERVED**

**H.4 POST AWARD CONFERENCE**

The contractor agrees to attend post award conferences on task orders as required by the task order.

The task order post award conferences will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities and ensure prompt payment and task order close out.

**H.5 TASK ORDER PROCESS**

A. General. One or more task orders (TOs) may be issued during the performance period of this contract. The Contractor agrees to accept and perform orders issued by the Task Order Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation to issue any orders except the minimum order. In the event of any inconsistency between any TO and the contract, the contract shall control. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Task Order Contracting Officer will give all awardees a "fair opportunity" to be considered for each order in excess of \$3,500.

B. RESERVED

C. Competitive Ordering Process.

(1) Pre solicitation and solicitation. All IDIQ holders included in the Zone where place of performance will occur will receive notification of the posting of each proposed TO at the time a proposed TO is posted to the SeaPort Portal. All proposed TOs will incorporate all terms of the IDIQ contract unless otherwise specified in the proposed TO. In addition, the proposed TO will include:

- i. All known information including Sections B through H of the task order (Line Items, statement of work or objectives, packaging and marking information, data rights, inspection and acceptance of the services, period of performance, security, government property/information to be provided and other relevant information.)
- ii. The means and time for the IDIQ holders to respond expressing interest and providing appropriate information.
- iii. Specific instructions for the means of responding to the TO request, including but not limited to, oral interviews, reverse auctions, written responses summarizing technical and price approaches, submission of proposals, the selection criteria factors, the factors' order of importance and other information deemed appropriate.

During the Fair Opportunity Process the Government may: conduct unrestricted competition; elect to restrict competition for Task Orders totally to Small Businesses, Service Disabled Veteran Owned Small Businesses (SDVOSB), Women-Owned Small Businesses, 8(a) Businesses, or HubZone Businesses. The Task Order solicitation will notify offerors of the restricted competition decision.

To be eligible as a Small Business, Service Disabled Veteran Owned Small Business (SDVOSB), Women-Owned Small Business, 8(a) Business, or HubZone Business during the competitive ordering process, the Offeror must have had that status at the time of proposal submission that resulted in the award of the SeaPort Enhanced IDIQ contract award. For Task Order solicitations competition restrictions for Small Business, Women-Owned Small Business, or 8(a) Businesses, the Prime Contractor must perform at least 50% of the Work (See FAR 52.219-14). For HubZone competition restriction,

**NAME OF OFFEROR OR CONTRACTOR**

at least 50% of the work will be performed by the Prime Contractor or other HubZone Small Business concerns (See FAR 52.219.3). If a Task Order Solicitation is competition restricted for Service Disabled Veterans Owned Small Business, at least 50% of the effort will be performed by the Prime Contractor or other Service Disabled Veteran Owned Small Business concerns (See FAR 52.219-27). In accordance with FAR 16.505(a)(8), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract.

(2) Responses Awardees will be provided an adequate time to prepare and submit responses based on the estimated dollar value and complexity of the proposed TO. The due date shall be set forth in each proposed TO. Responses will be streamlined and succinct to the extent practical based on the dollar value and complexity of the work. All proposals, including those offered by the Prime contractor and their subcontracts, shall be submitted exclusively through the SeaPort Portal. Responses will not be a proposal as defined in FAR 15, but only sufficient information to be considered in accordance with FAR 16.

At a minimum the responses will include:

- i. Price/Cost For Item 7000 orders, the proposal may include a detailed cost per hour and the applicable fixed fee per hour of all resources required to accomplish the task as set forth in the TO. For Item 8000 orders, only the firm fixed price and positive and negative incentives need to be submitted, unless otherwise specified in the TO.
- ii. Conflict of interest information if applicable

However, the responses may also include the following information

- a. Technical information e.g., technical approach, including team partners and experience as required by the TO,
- b. Technical data, computer software, computer software documentation and background invention restriction information, if applicable, as required in Section C of the contract.
- c. Past Performance information
- d. Proposed Key Personnel
- e. Proposed Performance Based Statement of Work
- f. Proposed Savings
- g. Proposed Incentives and Disincentives

(3) Evaluation. The Government will evaluate responses against selection criteria contained in the proposed TO. The Government's award decision will be based upon, as a minimum, price/cost and past performance. Evaluation of past performance will be based on each IDIQ holder's past performance data on work performed under this IDIQ contract, as well as other information available to the Government. As work proceeds under this contract, it is probable that current past performance information on recent task orders will be more important in evaluation of future task orders. In addition, individual task order selection criteria may include other factor(s) relevant to the particular task order. The weight of factors will be identified in a task order. If necessary, during the evaluation of proposals the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16. Upon completion of evaluations, the PCO will issue a TO to the awardee whose proposal is most advantageous to the Government under the selection criteria set forth in the TO. The Task Order Contracting Officer will notify the IDIQ holders of the selection decision.

D. Task Orders. Each individual TO may be cost reimbursable, fixed price (FP), or any combination of the two. For example, a TO may request a CPFF proposal for the first year of the TO, with any subsequent years to be offered as FP. TOs, or parts of TOs, may include positive and negative financial incentives, award term option provisions, or any other legal incentive the IDIQ holder proposes. The FP TOs shall include specific metrics, quality assurance plans and incentives. IDIQ holders must review each TO upon issuance to prepare its response to reflect any appropriate incentive provisions. Orders and revisions thereto shall be made in writing and be signed by the Task Order Contracting Officer. Each order shall, as appropriate:

- a. Refer to the appropriate line item or line items under Section B of the IDIQ contract,



**NAME OF OFFEROR OR CONTRACTOR**

- b. Set forth the specific level of effort and/or performance outcomes desired to be fulfilled under the task order,
- c. Set forth delivery or performance dates,
- d. Designate the COR who will perform inspection and acceptance and past performance evaluation,
- e. Set forth the credit card number or long line of accounting with ACRNs,
- f. Set forth any payment options such as progress or performance-based payments,
- g. Be dated,
- h. Be identified by number in accordance with DFARS 204.7004,
- i. Set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor,
- j. Set forth the disbursing office where payment is to be made,
- k. Set forth administration data,
- l. Include a DD Form 1449 or DD Form 1155,
- m. Include a DD Form 254 and specify security requirements, if applicable,
- n. Set forth the contractor's and Government's respective technical data rights citing the applicable DFAR clauses, and
- o. Set forth any other pertinent information.

\* See clause Ddl-G20 on page 17

E. Task Order Issuance. TOs will be issued electronically via the SeaPort Portal.

F. Unauthorized Work. The Contractor is not authorized to commence task performance prior to issuance of a signed TO that has been funded.

G. Task Funding Restrictions. TOs shall either be funded at the time of award or awarded under the authority provided within Section I Clause 52.232-18, entitled, "Availability of Funds".

H. Ordering Period. Orders for services specified in Section B of the Schedule may be issued by any Contracting Officer from Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Command, Naval Supply Systems Command, Military Sealift Command, Strategic Systems Programs, Naval Facilities Engineering Command, Office of Naval Research, and the United States Marine Corps from contract award through the end of the ordering period, specified in Section F. The period of performance for a Task Order can be up to 5 years as long as the Task Order award date is 4 April 2019 or before.

I. Electronic Processes:

1. Generally: The SeaPort Portal is accessible through the NAVSEA professional support services web site (www.seaport.navy.mil). SeaPort establishes a system in which electronic signatures, transactions, contracts, and records have the same legal effect as their paper-based counterparts, in accordance with the "Electronic Signatures in Global and National Commerce Act" (ESIGN) (Pub.L. 106-229; codified at 15 USC 7001-7006) and the "Government Paperwork Elimination Act" (GPEA) (Pub.L. 105-277; codified at 44 USC 3504 Note):

a. Only authorized persons are permitted to engage in legally binding electronic activities, such as signing/submitting a proposal, and signing/awarding the Task Order. The SeaPort system requires user accounts having predetermined authority requirements (i.e., authority to legally bind the user's organization), and having username and password controls. Contractors shall only have access to the contractor side of the portal. The Contractor shall identify at least one employee, and alternate employees, having the authority to sign legally binding documents, including proposals, on behalf of the Contractor. Task Order Contracting Officers authorized to sign and award legally binding TO shall be identified.

b. The authorized user is required to confirm the intention to engage in any legally binding electronic action. The SeaPort Portal will display a notice that the user has requested a legally binding activity and shall require an affirmative/confirming response before the system will permit the requested action. The affirmative/confirming response serves as the electronic signature event.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 29 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

c. When an authorized user requests and confirms a binding action, the system automatically and securely records that event and stores the legally binding content related to that action, including (i) the authorized user (account) that requested/confirmed the binding action; (ii) the date and time the binding event occurred; and (iii) a final or "locked down" copy of the information, documents, or other materials associated with the binding event (e.g., a copy of the proposal or task order).

d. Once the information related to a legally binding event is stored by the system, that information (i) can not be altered or modified in any way by any user--including the authorized user who initiated and confirmed the action; and (ii) remains accessible and retrievable by the parties throughout the records retention period required by law.

2. Task Order (TO) Solicitations: The PCO for the TO logs in to the SeaPort Portal and electronically generates and releases the TO Solicitation. The binding version of the TO Solicitation is posted to the SeaPort Portal in Portable Document Format (PDF)

3. Electronic Offers/Proposals:

a. For each Task Order (TO) Solicitation that the Contractor chooses to submit a proposal, before the closing date and time specified in the TO Solicitation, an authorized, Contractor-designated, officer or employee with authority to bind the company logs on to the SeaPort system and generates/uploads the proposal materials.

b. When the authorized user indicates that the proposal is ready for submission, the system prompts the user to confirm the intent to electronically sign and submit the proposal materials. Entering an affirmative/confirmatory response to this prompt is an electronic signature on the proposal materials, and constitutes the electronic submission of a legally binding offer by the Contractor. It is noted that in the event that an amendment is issued to a solicitation after a proposal has been submitted, the proposal will need to be uploaded again in the system.

c. Once electronically signed/submitted, the proposal materials can not be modified except by submitting a new, amended proposal using the same signing/submission process (prior to the closing date/time).

d. In the event the SeaPort system is not operational, experiences technical difficulties, or a contractor is temporarily unable to access or use the system, the Contractor shall immediately notify the Task Order Contracting Officer prior to the closing time of the solicitation. The Task Order Contracting Officer shall allow manual submission of written proposals in these circumstances. Absent technical difficulties, all proposals shall be submitted electronically in accordance with the procedures set forth in this clause.

4. Task Order Execution/Award:

a. Upon receipt of the offers, proposals will be evaluated in accordance with the evaluation criteria set forth in the TO solicitation. When the evaluation has been completed and a contractor has been selected for award of the TO, the Task Order Contracting Officer logs on to the SeaPort Portal and generates/uploads the TO materials, including information provided by the successful offeror (e.g., price/cost information) as well as all other terms and conditions of the binding TO.

b. When the PCO indicates the TO is ready for award, the system issues the prompt to confirm the intent to electronically sign and award the TO. Entering an affirmative/confirmatory response to this prompt is the Task Order Contracting Officer's electronic signature on the TO; constitutes the electronic award of the TO; and generates a final PDF version of the TO. This PDF version is treated as the legally binding, bilaterally executed, version of the TO, and a copy of the awarded TO will be forwarded electronically to the successful contractor.

c. Once awarded, the TO can not be modified except by electronically signing/awarding a TO modification using these processes.

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**NAME OF OFFEROR OR CONTRACTOR**

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## 5. Subcontracting Reporting --

All large business prime contractors shall be required to enter subcontracting data in both the Seaport e portal and the Electronic Subcontracting Reporting System (ESRS). Every six months, the contractor will be provided a link to gain entry to the portal to provide actual subcontract performance information. All reporting will take place at the Task Order level. The reporting in ESRS will take the place of the SF 294 and SF 295. For information on ESRS reporting, please go to <http://www.acq.osd.mil/osbp/sbs/esrs.shtml>.

Small business prime contractors will also be required to enter subcontracting information in the portal every six months. Actual subcontracting information must be entered in order to ensure compliance with the requirement that small business prime contractors perform more than 50% of the effort under a small business set-aside procurement (Reference FAR 52.219-14). Please note that small business prime contractors are NOT required to enter information in ESRS.

6. Consent to access. The administration of this contract will entail the use of the web-based portal described in paragraph I.1. The contractor agrees that use of the portal is to be considered authorization to allow the contractor retained for the purpose of operating and maintaining the portal access to any data submitted (including cost and pricing data, data the contractor might otherwise consider proprietary and data that meets the definition of "trade secret" as used in the context of 18 USC 1905). The consent to access that is to be inferred for the use of the portal shall also be granted by any subcontractor or team member who makes a direct submission of information to the Government. The Government shall consider submission of data via the portal to be consent to access only by the portal administrative contractor. At present that contractor is Aquilent.

## J. Ombudsman Description.

The Task Order Ombudsman is available to the Contractor to assist in the resolution of complaints arising under the issuance of any Task Order under this contract. Utilization of the Ombudsman process is optional. In the case of Task Orders valued in excess of \$10 million, the Contractor may either go to the Ombudsman or GAO, but not both. In accordance with FAR 16.505(a)(10)(i)(A), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a Task Order valued at \$10 million or less under this contract, including Task Order Contracting Officer decisions regarding fair opportunity, except for a protest on the grounds that a TO increases the scope, or maximum value of this contract.

If a Contractor elects to utilize the Task Order Ombudsman process, the Contractor is instructed to first contact the local activity contract specialist and contractor officer for issue resolution. If the issue is not able to be resolved, the issue shall then be elevated to the cognizant local activity Ombudsman. Should resolution not be achieved with the local activity Ombudsman, the cognizance for resolution would reside with the Overarching Command or Headquarter Ombudsman.

A list of current Ombudsman will be maintained on the Vendor Portal to authorized users. The Government reserves the unilateral right to change Ombudsman at any time. The contractor will be notified of any such changes.

The Contractor authorizes the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed within Government channels to the extent deemed necessary by the Ombudsman to facilitate understanding of the issue or issues. The Contractor also authorizes the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed to prevent or investigate fraud, waste, abuse, criminal activity or imminent physical harm.

In accordance with FAR 16.505(a)(10)(i)(B) protests of Task Orders (TO) valued in excess of \$10 million may only be filed in accordance with the procedures at FAR 33.104. Any contact with the Ombudsman does not extend any of the timeliness for filing a protest with the GAO.

**K. Ordering Authority and Tracking.** All warranted Contracting Officers from the Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Command, Naval Supply Systems Command, Military Sealift command, Strategic Systems Programs, Naval Facilities Engineering Command, Office of Naval Research, and the United States Marine Corps are authorized to place orders under this IDIQ contract.

**NAME OF OFFEROR OR CONTRACTOR**

[End of clause]

**H.6 PAST PERFORMANCE EVALUATION**

Past performance information is an indicator of an offeror's ability to perform successfully.

Under this contract, performance will be evaluated on each task order annually by the COR, utilizing CPARS.

Evaluation of past performance for the purpose of evaluating potential option exercise, will be based on each IDIQ holder's past performance data on work performed under this IDIQ Contract, as well as other information available to the Government.

For both evaluations (TO level and basic contract level), the following items will be measured: technical accuracy of the deliverables, general quality of supplies and services delivered, timeliness, cost control (for CPFF line item), achievement of small business subcontracting requirements, contractor's responsiveness to customers, team stability and cooperation with other IDIQ holder teams.

The Contractor will be provided with a copy of the Task Order past performance evaluation for each task order and an opportunity to respond to disputed items.

**H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL**

1. The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members (companies) proposed. The list is included at the SeaPort-e Contractor Information Registration site. The Contractor may not add or delete any team member from the team without approval by the Seaport Contracting Officer. The offeror must meet or exceed the proposed small business Subcontracting requirements regardless of team changes. Additional team members may be added after contract award via the Seaport-e Portal. Contractors only need to add official team members for task order solicitation proposals. Contractors should allow three business days for Seaport Contracting Officer approval.
2. In addition, for Orders under Item 7000, the Contractor agrees to assign to the Task Order those key persons identified with the Task Order response necessary to fulfill the requirements of the Task Order. No substitution shall be made without prior notification to and concurrence of the Task Order Contracting Officer in accordance with this requirement.
3. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The cognizant Task Order 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:
  - an explanation of the circumstances necessitating the substitution;
  - a complete resume of the proposed substitute; and
  - 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.
4. All task order level post award subcontractor additions are to be approved by the cognizant task order contracting officer. It is not a requirement that post task order award subcontracting additions must be official team members.

**H. 8 ROLLING ADMISSION**

The Government reserves the right to determine whether it would be appropriate to announce a new competition for the purpose of adding additional IDIQ holders. Periodically, the government will assess the quality of performance by each IDIQ holder, the number, value and complexity of work assigned to each holder and amount of competition achieved. In addition, the government will assess the internal transaction cost for issuing each task order, the amount of small business participation, whether revisions are needed to the scope of the Statement of Work, if additional ordering offices need to be established, and if the ceiling amount of the contract needs to be revised. Based on these criteria, if it is in the best interest of the Government, the SeaPort Contracting Officer may

**NAME OF OFFEROR OR CONTRACTOR**

announce a new competition to add additional IDIQ holders. The Government reserves the right to limit rolling admissions to only small business concerns and/or particular Zones. Additionally, the Government reserves the right to announce a new competition for Contractors, who currently have SeaPort-e contracts, to expand into additional Zones.

**Only one Prime Contract is allowed per company.** “Company” includes affiliates and business units as defined in FAR 2.101. This does not prevent the affiliated company from being able to participate in Seaport e. Any proposal submitted in response to a task order solicitation would need to be submitted in the portal through the account of the prime contract holder and the proposal should clearly identify the affiliate as the prime.

**NOTE: THE ONLY TIME NEW ZONE REQUESTS WILL BE ACCEPTED IS WHEN A ROLLING ADMISSIONS IS BEING CONDUCTED.**

**H.9 RESERVED**

**H.10 SAVINGS CLAUSE**

A. Cost Reductions for Repetitive High-dollar Value Requirements

For high-dollar value task requirements involving repetitive tasks, (when identified in a task order solicitation) the Government is seeking contractors to identify business improvement processes, innovations and cost savings initiatives to provide high quality services while achieving a reduction in the cost to the Government. For task orders for repetitive high-dollar value requirements with a base period of one year under Items 7000 and 9000, the contractor agrees to the maximum extent practicable to reduce the price for services performed under each subsequent year by at least:

% Reductions from base period or price from previous year:

Year 2		*%
Year 3		*%

B. Maximum Pass Through Rates – Applicable to all Task Orders

The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed  \* %. For purposes of calculating the pass-through rate, the pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

- 1) any and all indirect costs including, but not limited to, program management, subcontract management, invoice processing, Quality Assurance, overhead, material handling charges, G&A, burdens and mark-ups; and
- 2) any and all prime contractor profit or fee\*

\*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.

The Prime Contractor may not apply any additional fees or burdens on the elements of pass through.

Other than the elements of pass-through, no additional costs, charges, indirect rates or fees may be proposed or applied to subcontract costs.

For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

C. Maximum Fee Rate – Applicable to Cost Plus Fixed Fee Orders Only

Contractor compliance with the maximum fee rate is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee that is higher than the maximum fee rate shall render the

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 33 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

contractor’s proposal unacceptable. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the contract. The maximum fee rate being proposed at the task order level by the prime contractor shall flow down to all subcontractors/consultants included as part of your (the Prime) proposal. The maximum fee rate is not applicable to actual performance of the task order.

**D. Other Direct Costs**

No fee is allowed on Other Direct Costs. Indirect cost elements such as G&A and material handling may be applied but may not include fee.

**H.11 CONTRACTOR WEBPAGE**

It is a material contract requirement that each IDIQ holder maintain a publicly available webpage throughout the period of performance of the contract. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor’s ability to provide world-class professional support services for all NAVSEA Program Executive Offices, Directorates, and field activities. The webpage should demonstrate the functional capability associated with different products or business areas. The webpage should be easily accessible from the Contractor’s front page and intuitive for novice computer users. This webpage at minimum must include the following items:

- The most recent conformed copy of each Task Order received under this contract. **NO REDACTIONS ARE ALLOWED TO ANY GOVERNMENT GENERATED INFORMATION.** If a contractor would like to redact information deemed proprietary, approval **MUST** be received by the Task Order Contracting Officer before any redacted Task Order can be posted to the homepage.
- A list of all team members proposed and their capability/area of expertise;
- A list of the last 3 years services experience, for all team members listed at the SeaPort-e Contractor Information Registration site, listed by functional area and specific Program, as appropriate. The Contractor may also include a description of the products (deliverables) provided.
- Point(s) of Contact to provide information on customer satisfaction with the services performed;
- A description of the Contractor’s quality assurance program;
- Points of contact for information related to the SeaPort program;
- Attachments to the Task Order do not need to be posted on the homepage. An exception is if the Statement of Work has been included as an attachment instead of being located in the body of the Task Order. In these cases, the SOW **MUST** be posted.

Items that **SHALL NOT** be included on the webpage:

- The official Seaport e Logo (the lighthouse)
- Task Order Solicitations released through the Portal
- Any information related to facility or personal security clearances (Task Orders should be redacted of this information).

In the event that the contractor believes that the task order’s DD254 restricts placement of the statement of work or requirements document on a publicly facing website, or if the contractor believes the statement of work or requirements document contains security related information (such as Controlled Unclassified Information, For Official Use Only, etc) that it does not believe should be posted on a publicly facing website, the Contractor shall contact the Task Order Contracting Officer and get a determination before the order is posted to the Contractor’s homepage. In the event the task order does contain such information, the contractor shall still be required to post the task order, along with all of the information required above, with the exception of the SOW or requirements document.

The contractor shall provide the SeaPort Contracting Officer with the web address within 10 government working days of receipt of the contract. Failure to maintain the website may adversely impact the IDIQ holder's ability to win task orders as the information provided on the website may be used as part of the fair opportunity to be considered for certain task orders.

**H.12 CONVERSION TO A PERFORMANCE BASED SERVICE CONTRACT (applicable at Task Order level)**

If both the Government and the contractor agree, a task order can be converted to a performance-based order after the initial period of performance. The conversion is accomplished as follows:

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**NAME OF OFFEROR OR CONTRACTOR**

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1. Within ninety calendar days prior to the end of the task order's initial period of performance, the contractor shall prepare and submit for Government review, comment, and concurrence:

- A performance work statement (PWS) that captures all of the types of effort performed during the base year of performance, and
- A quality assurance plan (QAP). The QAP will address performance standards which relate to the performance requirements; how the contractor's performance will be measured against the performance standards, and surveillance schedules and methods. The QAP may either be included as part of the PWS or as a separate document.

2. Within sixty calendar days prior to the end of the task order's initial period of performance, the government and the contractor will resolve to their mutual satisfaction any comments or concerns on the PWS and/or QAP. Upon exercise of the option for the first follow-on period of performance, the Government has the unilateral right to modify the task order to incorporate the agreed to documents to accomplish the conversion to a performance based contract.

### **H.13 SECURITY REQUIREMENTS**

- (a) All classified task orders will require a facility security clearance issued by the Defense Security Service (DSS).
- (b) Contractor personnel shall be required to have a security clearance at the level required for each specific task order.
- (c) The security classification and guidance of classified task orders will be specified in the Contract Security Classification Specification DD Form 254, to be provided when required at task order level.
- (d) Unclassified task orders do not require a facility clearance issued by DSS, nor a DD Form 254.
- (e) The planned utilization of non-U.S. Citizens in task order performance must be identified by name and country of citizenship in the task order proposal. Foreign Nationals shall not be allowed access to Classified or Critical Program Information unless approved on a case by case basis by DSS.

### **H.14 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED**

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

### **H.15 REQUIRED INSURANCE**

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 35 of 62</b>
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**NAME OF OFFEROR OR CONTRACTOR**

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be cancelled or materially changed until 30 days prior written notice has been given to the Task order Contracting Officer. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

**H.16 NOTICE OF INCORPORATION OF SECTION K**

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

**H.17 RESERVED**

**H.18 SEAPORT PORTAL REQUIREMENTS**

In order to access the SeaPort Portal, the following requirements must be met:

- Browser type:
- 128-bit encryption, https-capable
- IE 6.x or higher (recommended)

**H.19 SMALL BUSINESS SIZE STATUS**

Small Businesses will be required to re-certify their size status when purchased or merged with another Business. The re-certification shall be submitted once the merger/acquisition has been completed. When a previously categorized Small Business has changed its size status through purchase or affiliation with another business, Small Business preferences will no longer be available to that firm.

**NOTE: Due to the “one contract per Company” policy in Seaport e, if the acquiring company also has a Seaport e Prime Contract, one of the Contracts will need to be cancelled/deactivated.**

In conjunction with Rolling Admission opportunities addressed in H.8, SeaPort-e prime contractors will have the opportunity to voluntarily re-submit representations and certifications with regard to business size and status to reflect changes that have occurred since their last submission. Examples of circumstances where this might occur include, but are not limited to, a Small Disadvantaged Business receiving 8(a) Program certification; a Small Business receiving HUBZone Certification; a Veteran-owned small business becoming a Service-Disabled Veteran-Owned Small Business; or, a business previously represented as large now meeting the revenue size standard for NAICS 541330 (38.5 million dollars in average annual sales over the past three (3) completed accounting periods).

**Please note that the only time that voluntary re-certification will be allowed is when the Rolling Admissions is being conducted.**

**H.20 DATA RIGHTS**

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government’s right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government’s license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 (‘7013) and DFARS 252.227-7014 (‘7014). The ‘7013 and the ‘7014 clauses shall govern the format and content of the Contractor’s assertions of



**NAME OF OFFEROR OR CONTRACTOR**

software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contractor shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d).

The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

- (a) any title, right or interest; and
- (b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order.

For each background invention, the list shall identify:

- (a) patent or pending patent application number;
- (b) title of the patent or pending patent application;
- (c) issue date of the patent, or filing date of the pending patent application;
- (d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
- (e) the nature of the Contractor's right, title or interest in the background invention;
- (f) if the Government or any third part has any right, title or interest in the background invention; and
- (g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 37 of 62</b>
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**NAME OF OFFEROR OR CONTRACTOR**

in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

**H.21 BILATERAL MODIFICATIONS**

A bilateral modification (supplemental agreement) is a contract modification that is signed by the contractor and the contracting officer. For the purpose of the basic Seaport e multiple-award contract only, when a bilateral modification is submitted by the contracting officer to the Seaport e prime contractor for signature/acceptance, the contractor has twenty (20) business days to respond to the contracting officer. The contractor’s response may take the form of either acceptance/signature of the bilateral modification, or notice of non-acceptance/rejection of the bilateral modification. Failure to respond within the allotted time period may result in the contractor’s access to the portal and ability to receive new task orders being adversely affected. The contracting officer will consider no response to indicate acceptance of the modification and consent to the resultant terms/conditions/changes.

**H.22 CONTRACTOR RESPONSIBILITY REGARDING PORTAL ACCOUNTS**

It is the responsibility of the Contractor to maintain active account(s) in the portal to be able to receive all notices and modifications. Account holders are required to log in to the portal at least once every thirty (30) days or their accounts will become inactive. Inactive accounts do not receive notices from the portal including requests of information, solicitation release notices, award notices, bilateral modification notices and other communications. The portal is the sole method the Government utilizes to correspond with MAC holders so it is imperative that all the respective account holders maintain active accounts. The Seaport e helpdesk email address is [support@seaport.help](mailto:support@seaport.help) if assistance is needed.

**SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

(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 (to be completed for each order) 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 (to be identified at the task order level) man-hours are uncompensated effort.

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee’s usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee’s residence or other non-work locations, 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 (to be identified at the task order level) 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 Task Order 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 Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt

**NAME OF OFFEROR OR CONTRACTOR**

of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Task Order 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) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) 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.

(i) 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 Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) 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 the 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. \*

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

\* The Contracting Officer referred to, in paragraph (j), is the Task Order Contracting Officer.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be (to be completed for

**NAME OF OFFEROR OR CONTRACTOR**

each order) 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 (to be identified at the task order level) man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately (to be identified at the task order level) 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; (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 overrun; (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

**NAME OF OFFEROR OR CONTRACTOR**

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.

**(End of Text)**

**NOTES**

The percentage in paragraph (i) may be revised to reflect 0-100% depending on need.

**\*The appropriate Level of Effort Clause will be included at the Task Order Level.**

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

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

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

(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.

**\* To be provided at the task order level**

**SEA 5252.232-9104 ALLOTMENT OF FUNDS – ALTERNATE I (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in       \*      . 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

**NAME OF OFFEROR OR CONTRACTOR**

CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>EST COST</u>	<u>BASE FEE</u>	<u>AWARD FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$ *	\$ *	\$ *	

(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.

**\* To be provided at the task order level**

**(End of Text)**

**FUNDING PROFILE**

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities]. The following details funding to date:

Total	Funds This	Previous	Funds	Balance
Contract	Action	Funding	Available	Unfunded
CPFF				

**\*Information to be provided at the task order level**

**NAME OF OFFEROR OR CONTRACTOR**

**SECTION I - CONTRACT CLAUSES**

**CLAUSES INCORPORATED BY REFERENCE**

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation on Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
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
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations - Representation	NOV 2015
52.209-6	Protecting the Government's Interest When subcontracting With Contractors, Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction	FEB 2016
52.211-15	Defense Priority And Allocation Requirement	APR 2008
52.215-2	Audit and Records—Negotiation	OCT 2010
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort.	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.216-10	Incentive Fee	JUN 2011
52.216-16	Incentive Price Revision—Firm Target	OCT 1997
52.216-17	Incentive Price Revision—Successive Targets	OCT 1997

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE Page 43 of 62
--------------------	--	-----------------------

**NAME OF OFFEROR OR CONTRACTOR**

52.217-8	Option To Extend Services	NOV 1999
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award	NOV 2011
52.219-4	Notice of Price Evaluation for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-9 Alt II	Small Business Subcontracting Plan Alternate II	NOV 2016
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2016 O0009)	AUG 2016
52.219-9 Alt II Dev	Small Business Subcontracting Plan (Deviation 2016-O0009)	JAN 2017
52.219-14	Limitations on Subcontracting	JAN 2017
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.219-30	Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	DEC 2015
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity For Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers With Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards– Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-50Alt I	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan- Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certification	OCT 2015
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing of Patent Applications—Classified Subject Matter	DEC 2007
52.227-11	Patent Rights—Ownership by the Contractor	MAY 2014
52.227-13	Patent Rights—Ownership By The Government	DEC 2007
52.228-7	Insurance—Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.230-3	Disclosure and Consistency of Cost Accounting Practices	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984



**NAME OF OFFEROR OR CONTRACTOR**

52.232-16	Progress Payments	APR 2012
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment Of Claims (May 2014) Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-25 Alt I	Prompt Payment (Jul 2013) – Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	MAR 2015
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt 1	Changes—Fixed Price (Aug 1987) – Alternate I	APR 1984
52.243-2 Alt I	Changes—Cost-Reimbursement (Aug 1987) – Alternate I	APR 1984
52.243-2 Alt II	Changes—Cost-Reimbursement (Aug 1987) – Alternate II	APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability—Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer’s Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
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
252.204-7015	Notice of Authorized Disclosure of Information For Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country That is a State Sponsor of Terrorism	OCT 2015
252.211-7003	Item Unique Identification and Valuation	MAR 2016

**NAME OF OFFEROR OR CONTRACTOR**

252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)-BASIC	MAR 2016
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American And Balance Of Payments Program-BASIC	DEC 2016
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.225-7003	Report of Intended Performance Outside the United States and Canada— Submission with Offer	OCT 2015
252.225-7004	Report of Intended Performance Outside the United States and Canada— Submission After Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013*	Rights in Technical Data—Noncommercial Items	FEB 2014
252.227-7014 *	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data—Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017 *	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions—Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data—Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents—Reporting Of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7009	Representation of Use of Cloud Computing	SEP 2015
252.239-7010	Cloud Computing Services	OCT 2016
252.242-7004	Material Management and Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016

**\* NOTE: The marked (\*) clauses that have been listed by reference above will be incorporated in full text at the task order level and all offerors responding to Task Order solicitations must be fully compliant with the requirements thereof.**

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**NAME OF OFFEROR OR CONTRACTOR**

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252.246-7001	Warranty of Data-Basic	MAR 2014
252.246-7001 Alt I	Warranty of Data-Alternate I	MAR 2014
252.246-7001 Alt II	Warranty of Data-Alternate II	MAR 2014
252.247-7023	Transportation of Supplies by Sea-Basic	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

**CLAUSES INCORPORATED BY FULL TEXT**

**52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)**

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

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when

**NAME OF OFFEROR OR CONTRACTOR**

performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee’s personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

**NAME OF OFFEROR OR CONTRACTOR**

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.*

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

**NAME OF OFFEROR OR CONTRACTOR**

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of cost reimbursement and firm fixed price multiple award indefinite delivery indefinite quantity contracts resulting from this solicitation.

(End of clause)

**52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the contract period of performance.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final period of performance specified in the task order.

**NAME OF OFFEROR OR CONTRACTOR****52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00\* or the overtime premium is paid for work –

\* **unless otherwise identified at the individual Task Order level.**

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)**

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

*This Statement is for Information Only:  
It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage -- Fringe Benefits</b>

**TO BE IDENTIFIED AT THE TASK ORDER LEVEL, IF APPLICABLE**

(End of clause)

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 51 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

**52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015)**

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

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and—

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.



**NAME OF OFFEROR OR CONTRACTOR**

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

**NAME OF OFFEROR OR CONTRACTOR**

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 54 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

**52.232-32 Performance-Based Payments (Apr 2012)**

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\* [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30<sup>th</sup>"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of

**NAME OF OFFEROR OR CONTRACTOR**

this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

**\* TO BE IDENTIFIED AT THE TASK ORDER LEVEL**

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

*(d) Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

*(e) Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

*(f) Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 56 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

**NAME OF OFFEROR OR CONTRACTOR**

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall --

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 58 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

**52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. –

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

**52.244-2 -- SUBCONTRACTS (OCT 2010) – ALTERNATE I (JUNE 2007)**

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

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

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

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

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required 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.

**NAME OF OFFEROR OR CONTRACTOR**

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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;



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED SEAPORT E CONFORMED CLAUSES	PAGE <b>Page 60 of 62</b>
---------------------------	--	------------------------------

**NAME OF OFFEROR OR CONTRACTOR**

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

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

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

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

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

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

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

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

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

ALL SUBCONTRACTORS SUBMITTED WITH THE BASIC CONTRACT PROPOSAL OR PROPOSALS SUBMITTED IN RESPONSE TO TASK ORDER SOLICITATIONS.

(End of Clause)

*Alternate I (Jun 2007).* As prescribed in [44.204\(a\)\(2\)](#), substitute the following paragraph (e)(2) for paragraph (e)(2) of the basic clause:

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

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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.acquisition.gov/far/>
- <http://www.acq.osd.mil/dpap/>

(End of clause)

**NAME OF OFFEROR OR CONTRACTOR****52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

(End of Clause)

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**NAME OF OFFEROR OR CONTRACTOR**

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**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****THERE ARE NO ATTACHMENTS**