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GENERAL INFORMATION

POINT OF CONTACT/COMMUNICATIONS

The point of contact regarding this RFQ is Charles Reilly III, who can be reached at 215-697-1311 or via email at <u>charles.reilly@navy.mil</u>.

CONTINUING RESOLUTION

AVAILABILITY OF FUNDS: Funding provided hereunder for CLIN 2000 and CLIN 3000 are subject to the Continuing Resolution Act, if any, and the final FY 2015 Appropriations Act passed by Congress. This funding is released for the period of time covered by the Continuing Resolution Act (CRA), in an amount proportionate to the period of time covered by the CRA. Upon approval of further CRAs, if any, funding is released for the period of time covered by the additional CRA(s), in an amount proportionate to the amount of time covered by any additional CRA(s). The funding becomes fully available upon passage of the FY 2015 Appropriations Act.

(END OF CLAUSE)

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For F	'FP It	cems:						
Item	PSC	C Supplies/Services	Qty	Unit	Unit	: Price	Total	Price
2000	R49	99 Base: Program Management Analyst support IAW PWS. Labor. (O&MN,N)	12.0	MO				
20000	01 R49	99 Incremental funding in support of CLIN 2000 (O&MN,N)						
For F	FP /	NSP Items:						
Item	PSC	Supplies/Services	Qty U	Init 1	Unit I	Price	Total	Price
2001		Base: Deliverables in support of CLIN 2000 IAW PWS.						
For F	FP It	cems:						
Item	PSC	Supplies/Services	Qty	Unit	Unit	: Price	Total	Price
2002	R499	Option I: ProgramManagement Analyst support IAW PWS. Labor. (O&MN,N)	12.0	MO				
		Option						
For F	FP /	NSP Items:						
Item	PSC	Supplies/Services	Qty	Unit	Unit	Price	Total	Price
2003		Option I: Deliverables in support of CLIN 2002 IAW PWS.					Ċ	
For O	DC It	cems:						
Item	PSC	Supplies/Services			(Qty Un	it Est	. Cost
3000	R499	Base: Travel in support of CLIN 2000 IAW JTR. NTEAmount.	. (O&MN	(,N)		1.0 LO	4	
3001	R499	Option I: Travel in support of CLIN 2002 IAW JTR. NTE Am	nount.	(O&MN	,N)	1.0 LO	47	
		Option						
For F	'FP It	cems:						
Item	PSC	Supplies/Services	Qty	Unit	Unit	: Price	Total	. Price
5000	R499	Option II: Program Management Analyst support IAW PWS. Labor. (O&MN,N)	12.0	MO	¢		¢	

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance-Based Work Statement for US Navy Ship-to-Shore Connectors and Amphibious Shipbuilding Programs Director, Expeditionary Warfare Division (OPNAV N95)

1. Introduction

The Director of Expeditionary Warfare for the Chief of Naval Operations (OPNAV N95) is procuring program management/project management services in support of Naval Special Warfare, Amphibious Warfare, Maritime Preposition, Mine Warfare, and Navy Expeditionary Combat Forces.

1.1 Mission

1.1.1 OPNAV N95 serves as the Navy's resource sponsor for expeditionary warfare. The Director and his Staff establish requirements, set priorities, and direct overall planning and programming for expeditionary warfare systems and associated manpower, training and readiness. Specifically, the Directorate:

1.1.1.1 Oversees and manages manpower, training, procurement, sustainment, and research/development appropriations for the Naval Special Warfare, Mine Warfare, Amphibious Warfare, Navy Expeditionary Combat, and Maritime Preposition Forces.

1.1.1.2 Determines, validates, and resources readiness requirements for the Navy Expeditionary Combat Enterprise (NECE), including Navy Expeditionary Combat Command, their components, and supporting Systems Commands

1.1.1.3 Ensures affordability to include total ownership cost (TOC), as a key consideration in decision making during the Navy Gate Review and JCIDS process.

1.1.1.4 Develops acquisition and funding plans and programs for manpower and training research, development, test, and evaluation (RDT&E) in support of expeditionary warfare systems.

1.1.1.5 Additionally, the Director establishes the overall CNO policy for the preparation and conduct of amphibious warfare.

1.1.1.6 OPNAV N95 performs all Capitol Hill related duties to include all Congressional testimony for matters pertaining to Expeditionary Warfare and associated programs in the Navy. Develops, coordinates and defends inputs to Navy's Program Objective Memorandum (POM) investment strategy for expeditionary warfare with a focus on warfare system and program wholeness.

2. Background

Navy Amphibious Warfare Branch (OPNAV N953) is a subordinate element under the OPNAV N95 Directorate which supports operational forces conducting Naval and Joint missions in support of the National Military Strategy of the United States. N953 is the resource sponsor for current and future amphibious ships. Responsibilities on behalf of the Director, OPNAV N95, include oversight of requirements development and acquisition of the ships needed in support of Expeditionary Warfare and USMC lift. Current programs include: LHA (Recapitalization), LPD-17, and LX(R). In addition, N953 resources and advocates requirements to in-service amphibious ships, to include needed sustainment and modernization alterations.

N953 also supports operational forces conducting Naval and Joint missions in support of the National Military Strategy of the United States. N953 is the resource sponsor for current and future ship-to-shore connectors and expeditionary pre-positioning ships (Mobile Landing Platform (MLP) and Afloat Forward Staging Base (AFSB) and forces. Responsibilities on behalf of the Director, OPNAV N95, include oversight of requirements development and acquisition of the craft, equipment and forces needed in support of Expeditionary Warfare and USMC lift. Current programs include: LCU (Recapitalization) and the Ship-to-Shore Connector (SSC, the LCAC replacement program). In addition, N953 resources and advocates requirements to in-service craft, and equipment, to include needed sustainment and modernization alterations.

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2.1 Non-Personal Services

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

2.2 Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3 Contract Administration and Management

The following subsections specify requirements for contract, management, and personnel administration.

2.3.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at the Pentagon Room 5A478 and the contractor's corporate offices.

2.3.2 Contract Administration

The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders. The contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3 Personnel Administration

The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather (monitor the OPM.GOV website) or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract tasks. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs etc.).

2.4 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.

Contractors may add subcontractors to their team after notification to the Procuring Contracting Officer (PCO) or Contracting Officer Representative (COR)/Task Order Manager (TOM). Cross teaming is not permitted.

2.5 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

Contractor Identification in the Government Workplace: All contractor and subcontractor personnel shall be required to wear company picture identification badges so as to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone, or via electronic mail contractor and

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subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Contractors and subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signatures shall identify company affiliation.

Contractors shall be required to wear government-issued identification as specified. Contractors must be able to gain access to the Pentagon and obtain a Pentagon Force Protection Agency-issued Building Pass. Access to Navy and Marine Corps Intranet, or the next generation system, is required and therefore the contractor must be eligible obtain a common access card (CAC) and be able to use the public key infrastructure (PKI) to logon to the NMCI.

2.6 Transition Plan

The Contractor shall provide a transition plan as part of the proposal. The Contractor shall keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods. In particular, the transition of existing JCIDS documents, open action items, pending documents to be reviewed, and regularly scheduled meetings at attend.

3. Scope

The scope of this effort is to provide program management support to OPNAV N953 to support the POM development for US Navy Ship-to-Shore Connectors and Amphibious Shipbuilding Programs and associated policy for both. Contractor support is required to provide program management/project management services to assist OPNAV N95 staff in achieving their goals and objectives. This Performance Work statement (PWS) specifies the tasks to be performed, deliverables to be provided and performance objectives to be met in support of the OPNAV N953 and OPNAV N95 Branches. The Contractor shall furnish all work, management, supervision, labor and materials necessary to ensure the effective and efficient performance of functions identified throughout this PWS which make up this requirement. The Contractor must be capable of providing flexible, responsive, and high quality services and support. The Contractor will conduct travel and reviews that are necessary to ensure the effective and efficient performance of functions identified throughout this PWS which make up this requirement.

4. Tasks

The Contractor shall perform the following tasks in accomplishing the requirements of this Task Order. The Contractor shall provide the necessary timely support to meet emergent requirements as requested by the program manager, technical point of contact, or other properly designated authority. Additionally, the contractor shall serve as key sponsor point of contact for reviews, conferences, briefings, and other meetings for new ship construction and accepting delivery of ships.

4.1 **PROGRAM PLANNING AND COORDINATION:**

Assist in creating both the structure and practices to guide the program and provide senior-level leadership, oversight, and control. Program Planning and Coordination encompasses the relationship between the oversight effort and the overall business direction, all the decision-making roles and responsibilities involved in executing the program effort.

The contractor shall:

4.1.1. Support in drafting, analyzing, integration, review, and formation of Milestones and other documentation in accordance with Government, DOD and Navy regulations.

4.1.2 Generate briefs and information papers to assist with internal N9 decision-making as well as formal external approval processes across OPNAV, SECNAV, OSD and Landing Craft Air Cushion (LCAC)/Landing Craft Utility (LCU)/Landing Craft Utility, Replacement [LCU(R)]/Ship to Shore Connector (SSC) Programs.

4.1.3 Generate briefs and information papers to assist with internal N9 decision-making as well as formal external approval processes across OPNAV, SECNAV, OSD, DASN Ships, Amphibious Shipbuilding Program Offices, and HQMC.

4.1.4 Prepare and present executive level Power Point briefings, as directed, that communicate the core results of the research and supporting documentation in the form of a final report summarizing the decision-making and priority setting process.

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4.1.5 Provide information papers, briefing slides, and oral briefings at the completion of each phase of the research process.

4.1.6 Provide supporting Excel and or Access manpower data spreadsheets as required.

4.1.7 Provide recommendations on the resolution of issues for milestone decisions.

4.1.8 Provide recommendations on program efficiencies for Navy's overarching LCAC, SSC and LCU programs in both development and fielding.

4.1.9 Recommend efficiencies for presentation to Amphibious Program Offices and during IIPT/OIPT/DAB Review processes.

4.1.10 Gather information, identify issues and provide recommendations via reports and draft documentation to achieve overall goals for system strategic planning.

4.1.11 Develop/maintain program records, databases, and other documents for internal and externally managed reporting systems to include: JCIDS and program execution across the connector portfolio.

4.1.12 Develop/maintain program records, databases, and other documents for internal and externally managed reporting systems for JCIDS to include Capability Based Assessments, Initial Capability Documents, Analysis of Alternatives, and Capability Development Document across all new-construction amphibious ships portfolio.

4.1.13 Provide content support for OPNAV interests and perspectives at IPTs, special advisory boards, off sites, working groups, and other associated meetings.

4.1.14 Provide content support for OPNAV interests and perspectives at IPTs, special advisory boards, off sites, working groups, and other associated meetings (e.g. IIPT, OIPT, DAB Review).

4.1.15 Provide analysis as required.

4.1.16 Conduct discrete analytical efforts that support the LCAC, SSC and LCU programs and USN connector community including emergent requirements and unanticipated projects.

4.1.17 Conduct discrete analytical efforts that support for all new-construction amphibious ships [e.g. LPD 17, LHA(R), LX(R)] programs.

4.1.18 Apply operations research, numerical and statistical analysis techniques to the analysis of databases and capabilities based values models inherent to LCAC, SSC and LCU requirements.

4.1.19 Provide analysis, planning and support to on-going efforts which may include: A continuation of efforts to rapidly develop and field equipment supporting the SSC force.

4.1.20 Provide analysis, planning and support to on-going efforts which may include: 30-year shipbuilding plan, Quadrennial Defense Review, program briefs to Congress, and any additional efforts that complement ongoing future amphibious ship studies, reports, and plans.

4.1.21 Perform cost/benefit and economic analysis of SSC and LCU(R) procurement and LCAC and LCU sustainment initiatives.

4.1.22 Perform cost/benefit and economic analysis of amphibious ship procurement.

4.1.23 Prepare individual program briefs, reports, documents and presentations as well as draft portfolio resourcing plans for all connector programs and rapid acquisition initiatives in response to urgent needs.

4.1.24 Prepare individual program briefs, reports, documents and presentations as well as draft portfolio resourcing plans for all new-construction amphibious ships.

4.1.25 Provide ad hoc briefings and information papers as directed by N953.

4.1.26 Assist in developing lines of communication with key working level members of the OPNAV staff as well as N9 organization.

4.1.27 Assist in developing lines of communication with key working level members of the OPNAV, the N9

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organization, and amphibious shipbuilding program offices.

4.1.28 Establish meeting schedule with OPNAV staff members to provide a means of sharing connector strategies as well as collecting information regarding developing Joint and Navy strategies affecting the connector community. Prepare information papers and Power Point presentation to staff members. Provide feedback to N953 on the results of meetings, including initial analysis and/or assessment of the impact of new initiatives.

4.1.29 Establish meeting schedule with OPNAV, HQMC, DASN Ships, OSD AT&L (NW), OSD CAPE staff members to provide a means of sharing shipbuilding strategies as well as collecting information regarding developing Joint and Navy strategies affecting the USN and USMC community. Prepare information papers and Power Point presentation to staff members. Provide feedback to N953 on the results of meetings, including initial analysis and/or assessment of the impact of new initiatives.

4.1.30 Prepare and present executive level briefings, as directed, that communicate the core results of the research and supporting documentation in the form of a final report summarizing the decision-making and priority setting process.

4.1.31 Review, analyze and provide recommendations on the utilization of new initiatives and best practices to improve areas within program management.

4.1.32 Provide recommendations on the utilization of new initiatives and best practices techniques to improve areas within financial and program management.

4.1.33 Prepare and maintain program documentation.

4.1.34 Track and analyze action items (taskers) as they are assigned and assist action officers as necessary in preparing responses. Ensure items are prepared in a timely fashion to meet suspense dates.

4.1.35 Create/draft original correspondence as directed. Ensure the correspondence is in the correct format.

4.1.36 Establish a Branch filing and management system in accordance with Navy standards. Ensure that classified information arriving in the office is correctly accounted for and stored in an appropriate location.

4.1.37 Provide program support for reviews, conferences, briefings and other meetings

4.1.38 Conduct surveys and analyze results.

4.1.39 Draft program schedules and Gantt charts and perform critical path analyses.

4.1.40 Provide design oversight including configuration and data management.

4.1.41 Monitor cost in order to maximize cost avoidance and limit cost growth wherever possible.

4.1.42 Provide support via recommendations and initiatives for Command improvements to reduce overall costs, including but not limited to business case Analysis, cost benefit analysis, and e-business solutions.

4.1.43 Provide assessments and reports balancing operational needs, engineering limitations, and budget constraints.

4.1.44 Develop and implement a risk management strategy and plan, and prepare risk assessments, analyses, studies and recommendations.

4.1.45 Identify and analyze metrics in order to track process performance and monitor the use of the metrics.

4.1.46 Develop and implement a detailed plan for the overall management and quality assurance of this contract.

4.2 ACQUISITION SUPPORT:

Process of implementing and managing acquisition procurements/documentation to ensure that documents are properly executed providing proper controls and regulations.

4.2.1 Support preparation of individual program and N953 programs of record (PORs) and rapid acquisition briefs, reports and presentations to internal and external audiences as required.

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4.2.2 Provide support in preparation of individual program and N953 programs of record (PORs) and rapid acquisition briefs, reports and presentations to internal and external audiences.

4.2.3 Perform tradeoff studies and assessments for potential material and non-material solutions for rapid acquisition initiatives assigned under N953 leadership, as well as analytical support to requirements generation and acquisition community program design and execution as required.

4.2.4 Perform tradeoff studies and assessments for potential material and non-material solutions for new-construction amphibious ships acquisition initiatives assigned under N953 leadership, as well as analytical support to requirements generation and acquisition community program design and execution.

4.2.5 Analyze, evaluate, and provide recommendations for the planning, development, monitoring and execution of procurement and contractual documentation.

4.2.6 Analyze, evaluate, and provide recommendations for the development, planning, approval, execution and briefing of Gate reviews, JCIDS documents, procurement, and contractual documents.

4.2.7 Analyze processes, procedures, and techniques required to acquire and support: training, training devices and training equipment.

4.2.8 Review, track, and evaluate contract deliverables.

4.2.9 Provide tracking of new amphibious ship construction and delivery schedules.

4.2.10 Provide support in reviewing, assessing, and complying with policies, standards, guidelines, or procedures established by DoD, DoN, and ASN(RD&A).

4.2.11 Monitor and track the status of contracts by analyzing outstanding obligations, coordinating with applicable PCOs, ACOs, CORs, and vendors relative to outstanding issues, and assist in preparing closeout funding documents.

4.2.12 Coordinate with amphibious shipbuilding program offices and OPNAV sponsors with tracking and status updates relative to outstanding issues.

4.2.13 Provide support for internal and external reports, to include the Defense Acquisition Executive Summary (DAES)/Select Acquisition Request (SAR), Quarterly Acquisition Review (QAR) issues, performance metrics reports, and the contractor's estimated completion date.

4.2.14 Track deliverables and analyze programs cost, schedule and performance data.

4.2.15 Track schedule and program costs on new construction amphibious ships.

4.2.16 Provide support in pre-acquisition and acquisition strategy planning and implementation.

4.2.17 Provide lead coordination in support of pre-acquisition and acquisition strategy planning and implementation for new-construction amphibious ships.

4.2.18 Provide support in milestone planning, tracking, scheduling, briefing preparation, staff coordination, as well as decision documentation preparation and documentation.

4.2.19 Provide long term continuity, corporate knowledge, program history, and assist amphibious shipbuilding program offices and OPNAV sponsors throughout the JCIDS process.

4.3 PROGRAM PLANNING BUSINESS, COST ESTIMATING AND FINANCIAL MANAGEMENT:

Implementation of fiscal practices and controls. A process of implementing and managing financial control systems, collecting financial data, analyzing financial reports, and making sound financial decisions based on the analyses.

4.3.1 Develop/maintain/track the required documents for SSC programs and requirements within the

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JCIDS process to include ICD, CDD, CPD, DCR, and required supporting documentation.

4.3.2 Support N95 Sponsor Program Proposals (SPP) analyses for financial and program management within the PPBE cycle.

4.3.3 Develop/maintain/track the required documents and requirements for new-construction amphibious ships within the JCIDS process to include CBA, AoA, ICD, CDD, and required supporting documentation.

4.3.4 Support N95 Sponsor Program Proposals (SPP) analyses for financial and program management within the PPBE cycle.

4.3.5 Provide programming, planning and budgeting management including budget preparation and justification, funds execution, program planning and analysis, and the presentation of this data in various formats.

4.3.6 Support development of amphibious shipbuilding program POM issues and tracking POM issues for amphibious shipbuilding programs throughout each budget cycle to include reprogramming requests and reclamas.

4.3.7 Draft/review/prepare back up information and recommendations for financial presentations.

4.3.8 Prepare reprogramming requests and reclamas pertaining to Sponsor Program Proposals (SPPs) for POM.

4.3.9 Provide support for independent cost estimates (for life cycle costs or other activities).

4.3.10 Analyze, provide courses of action and report on: requirements determinations, programming, site surveys, project management plans, facilities design, and facility construction (e.g. Base Re-Alignment and Closure (BRAC), new facilities requirements, etc.).

4.3.11 Provide support in preparation of estimates at completion (EAC) for work conducted by a government activity or a contractor.

4.3.12 Provide recommendations on cost realism for ACAT Level I, II, and III program of record, total ownership cost associated with ship systems or sub-systems.

4.3.13 Perform contract earned value management system (EVMS) analyses.

4.3.14 Analyze, evaluate and report on Total Ownership Cost (TOC), Cost as an Independent Variable (CAIV) and Life Cycle Cost (LCC).

4.3.15 Prepare configuration control documentation.

4.3.16 Prepare and maintain program documentation.

4.3.17 Maintain program history through an accurate and organized management system in accordance with Navy standards.

4.3.18 Analyze obligations and expenditures, maintain forecasts, prepare reports on the status/recommendations of availability of funds, **track and prioritize unfunded requirements**, prepare reports on budget exhibits to capture obligations and expenditures tied to specific PE/LI for associated program, and support the development, review and recommendation of execution year funding efforts.

4.3.19 Provide Return on Investment figures.

4.4 COMMUNICATIONS AND OUTREACH:

The contractor shall support the communication of priorities, policies, procedures, decisions, goals and issues. Prepares and maintains reports, and statistics related to the functional area.

4.4.1 Provide support for proposed responses to Congressional, RFIs, RFQs, DOD, other governmental agencies, draft congressional testimony, and respond to industry inquiries.

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4.4.2 Provide support for proposed responses to Congressional, RFIs, QFRs, DOD, other governmental agencies, draft congressional testimony, and respond to industry inquiries.

4.4.3 Participate in ad-hoc working group meetings related to future amphibious ships.

4.4.4 Provide support for responses to Congressional, DOD, other Government agency, media or industry inquiries, Freedom of Information Act (FOIA) requests, audits and for Congressional testimony.

4.4.5 Provide support in the facilitation and participation of IPTs, special advisory boards, off sites, working groups, audit teams, etc.

4.4.6 Participate and provide support to program offices as key sponsor point of contact for IIPT, OIPT, and DAB review process.

4.4.7 Analyze, evaluate and prepare program briefs, reports and correspondence.

4.4.8 Prepare and maintain program documentation, to include a work break down structure.

4.4.9 Prepare and maintain all program documentation/communication for new-construction amphibious ships as it pertains to shipbuilding program meetings

4.4.10 Provide good oral and written communications in order to interface with commands and other activities across the Navy.

4.4.11 Provide active participation and good communication skills when interfacing with Navy staff and program sponsors to include high-level briefings.

4.4.12 Provide support in the development, review and update of charters, MOAs, MOUs, and organizational charts to enable more effective communications and organizations for the program and stakeholders.

4.5 TECHNICAL MANAGEMENT:

Provides technical guidance, methodologies in managing, evaluating, providing recommendations, reports, and resolutions.

4.5.1 Provide strategic level analysis, requirements evaluation, and analytical support for expeditionary connector requirements and resourcing plans.

4.5.2 Evaluate issues and provide support related to system cost, schedule, and performance.

4.5.3 Review, assess, and monitor production reports and support resolutions to production problems.

4.5.4 Provide support on test and evaluation program planning reporting and documentation, as well as provide installation, testing, execution documentation and support of platforms and participate/record tests and trials.

4.5.5 Prepare and maintain program documentation.

4.5.6 Provide support for requirement generation, allocation, verification, and validation.

4.5.7 Perform and provide reviews, analyses, studies, and documentation to capture system design including technical system engineering, software engineering, logistics, test/specification changes, evaluation and training for shipboard systems.

4.5.8 Provide support for planning, organizing, and managing critical aspects of the development, production, and/or deployment of capabilities.

4.6 ADMINISTRATIVE AND CLERICAL:

This functional area consists of applying, clerical, organizational assessment, administrative management, office management, strategic and organizational planning, and administrative disciplines required for seamless operation of offices and support functions. Functions to include, but not limited to: transcription, library services, word processing/typing, stenographic services, information retrieval, paper shredding, report generation and brief preparation duties.

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4.6.1 Type and track correspondence, reports, and tabular data from drafts provided by professional personnel, editing for spelling, punctuation and grammar, as well as ensuring formats are in compliance with the Department of the Navy/ONR procedures.

4.6.2 Greet visitors, communicate messages, answer telephones, take and forward messages, as well as assist staff with follow- up phone calls on outstanding documents/actions.

4.6.3 Administer, prepare, facilitate, and document travel arrangements, schedules, billing and record keeping by supporting the planning/execution/liquidation of Government sponsored travel.

4.6.4 Duplicate, collate, assemble, and maintain materials as required.

4.6.5 Prepare entries and input, track and monitor data for inclusion in various information systems, for both commercial and agency-specific systems as required.

4.6.6 Coordinate and monitor meetings, appointments, schedules, and facilities as requested, as well as provide direct support for presentations, conferences, events, and other meetings as requested.

4.6.7 Maintain hard copy, electronic filing, and record keeping systems to facilitate retrieval and historical record maintenance as required by the client or other pertinent entities.

4.6.8 Use professional judgment to refer matters/questions requiring action to appropriate office, department, point of contact or agency.

4.6.9 Understand and follow administrative protocols followed by clerical and secretarial staff within the work group.

4.6.10 Prepare and maintain program documentation.

5. Other Pertinent Information

5.1. Acronyms-

ASN – Assistant Secretary of the Navy ASN(RD&A) – ASN Research, Development and Acquisition

CAC – Common Access Card CAIV – Cost As An Independent Variable CbtWMD – Combating Weapons Of Mass Destruction CCDR – Combatant Commander CDD – Capabilities Development Document CNO – Chief of Naval Operations COR – Contracting Officer Representative CPD – Capabilities Production Document DAB – Defense Acquisition Board DCR – DOTMLPF change request

DOTMLPF - Doctrine, Organization, Training, Materiel,

Leadership, Personnel, Facilities EAC – Estimate At Completion

EOD – Explosive Ordnance Disposal EVMS – Earned Value Management System FOIA – Freedom of Information Act GFE – Government Furnished Equipment GFI – Government Furnished Information HQMC – Headquarters Marine Corps MOA – Memorandum Of Agreement MOU – Memorandum Of Understanding

MLP – Mobile Landing Platform MPN – Manpower Personnel, Navy NAC – National Agency Check NMCI – Navy and Marine Corps intranet OCI – Organizational Conflict Of Interest OIPT – Overarching IPT OMNR – Operations And Maintenance, Naval Reserve (Also &MNR) OMN – Operations And Maintenance, Navy (also O&MN) ONR – Office of Naval Research OPN – Other Procurement, Navy OPNAV – Chief of Naval Operations Staff

OSD - Office of the Secretary of Defense

PBIS – Program Budget Information System
PCO – Procuring Contracting Officer
PKI – Public Key Infrastructure
POM – Program Objective Memorandum
PPBE – Planning, Programming, Budgeting, And Execution
PWS – Performance Work Statement
QAR – Quarterly Acquisition Review
RDT&E – Research, Development, Test And Evaluation

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IIPT – Integrating IPT ICD – Initial Capabilities Document IPCL – Integrated Priority Capabilities List IPT – Integrated Product Team JCIDS – Joint Capabilities Integration and Development	RDTEN – RDT&E, Navy RPN – Reserve Personnel, Navy SAR – Select Acquisition Request SECNAV – Secretary of the Navy SMS – Special Mission Support
System JROCM – Joint Requirements Oversight Council memorandum	SPP – Sponsor Program Proposal
JSEOD – Joint Service Explosive Ordnance Disposal JSSARI – Joint Service Small Arms Requirements Integrated Process Team	SSC – Ship-To Shore Connector
KM/DS - Knowledge Management/Decision Support	
LCC – Life Cycle Cost LCAC – Landing Craft, Air Cushion LCU – Landing Craft Utility	TDY – Temporary Duty TO – Task Order TOC – Total Ownership Cost
LCU(R) – Landing Craft Utility (Replacement)	TOC – Total Ownership Cost TOM – Task Order Manager
	TFMMS – Total Force Manpower Management System
	TWMS – Total Workforce Management System

5.2. Period of Performance—The base period of performance for this requirement is 01 October 2014 – 30 September 2015. The resultant task order will feature 4-one year option periods consecutively following the base period.

5.3. Place of Performance—

The work under the resultant task order will take place at the Government site at The Pentagon, Pentagon Room 5A478.

5.4. Level of Effort-

Base Period:

Labor Category	Hours
Program Management Analyst	3840
Total	3840

Option I:

Labor Category	Hours
Program Management Analyst	3840
Total	3840

Option II:

Labor Category	Hours
Program Management Analyst	3840
Total	3840

Option III:

Labor Category	Hours
Program Management Analyst	3840
Total	3840

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Labor Category	Hours
Program Management Analyst	3840
Total	3840

Normal workdays are Monday through Friday except US Federal Holidays. Workers typically work eight (8) hours per day and 40 hours per week. Core hours of work are from 0800 to 1400 daily. All employees are expected to be available during core hours.

5.5. Minimum Qualifications—

Program Management Analyst:

The ideal candidate's Required Education/Experience: Bachelor of Science (BS) from an accredited college or university and 5 years of Acquisition or Technical Shipbuilding/Maintenance experience. Required broad knowledge sets include a variety of ship and/or landing craft maintenance, or shipbuilding-related functions and processes to include: Joint Capabilities Integration & Development System (JCIDS), Navy acquisition process, Planning, Programming, Budgeting and Execution (PPBE) and the Program Objective Memorandum (POM) process, Navy Program Budget Information System (PBIS), and program requirements validation process. Experience in the development of high level briefs, information papers and requirements documents desired.

In addition, the ideal candidate should be a former Naval Service member, preferably with a Surface Warfare Officer or Engineering Duty background, or civilian with Naval Shipbuilding or Ship Maintenance experience. Amphibious Warfare experience, such as multiple deployments on board amphibious ships, with wet well operations or landing craft mission planning and maintenance oversight is strongly desired

5.6. Government Furnished Equipment/Property/Information-

The Government will provide workspace, classified/unclassified workstations, office supplies, computer equipment, telephone, fax (local, DSN and long distance), electronic mail, reproduction facilities, and proper building access identification badges as required. The Government will furnish any computer software, such as access to the PBIS database, which may be needed to accomplish tasks at the government site. The Government will provide access to appropriate reference material and databases necessary in the performance of this effort. The contractor will be provided the authority to access all information required to perform duties. The Government will provide coordination assistance to assist the contractor in accessing required information. The Government will provide the following information: access to relevant Government organizations, information and documentation, manuals, texts, briefs and associated materials, as required and available.

GFE: Access to Government databases and seats e.g., MS Word, Excel, PowerPoint, Access, and other databases required to perform this effort. Access via internet using security protocols required by Government to assure secure data transmission: PBIS, KM/DS, TWMS, and other databases required to perform this effort.

GFI: Required programmatic and financial information required in order to complete deliverables.

5.7. Security Requirements-

Contractor personnel performing under this task order will be U.S. Citizens and are required to obtain / retain a security clearance.

Work performed by the contractor requires access to information that is:

____UNCLASSIFIED

____CONFIDENTIAL

__X_SECRET

____TOP SECRET

The contractor will be required to attend meeting classified at:

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____UNCLASSIFIED

____CONFIDENTIAL

__X_SECRET

____TOP SECRET

DD Forms 254: Overarching security requirements and Contractor access to classified information shall be as specified in the basic DD Form 254, which will be further identified in the DD Form 254 for each TO, as required. All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable National Agency Check (NAC).

5.8. Travel-

The estimated travel requirements are as follows. The estimated travel cost per contract period is not-to-exceed \$3,000 per year (not including applicable indirect costs).

Requirement	Instances	# of Personnel
Washington, DC to Port Hueneme, CA	3	1
Washington, DC to Norfolk, VA	2	1

Travel to other government facilities or other contractor facilities may be required. All travel requirements (including plans, agenda, itinerary, or dates etc.) shall be pre-approved by the government and is on a strictly cost reimbursable basis. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 3.205-46 Travel Costs.

The estimated travel requirements are as follows. Travel is subject to the DoD Joint Travel Regulations (JTR). The contractor may be required to attend local meetings in support of this effort. This type of travel is considered "local travel" and per diem and lodging will not be authorized or reimbursed. For the purposes of this effort, local travel is defined as within 50 miles of the Pentagon. Mileage will be reimbursed as appropriate, as it relates to the distance of the travel site from the normal place of business where the employee is assigned (>50 miles).

Government will give advanced notice to contractor when travel will be anticipated.

5.9. Other Information—

The contractor shall comply with all documents listed below:

Environmental Requirements

The contractor shall comply with all documents listed below:

Document Source	No./Version	Title
SECNAV	5510.36A	DEPARTMENT OF THE NAVY (DON) INFORMATION SECURITY PROGRAM (ISP) INSTRUCTION
SECNAV	5510.30B	DEPARTMENT OF THE NAVY (DON) PERSONNEL SECURITY PROGRAM (PSP) INSTRUCTION

Applicable Directives and References

The contractor shall comply with all documents listed below:

Document Source	No./Version	Title
United States Code	Title 10	Armed Forces
United States Code	Title 31	Money and Finance
		31 US Code 1301(a)
		31 US Code 1502(a)

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		31 US Code 1517
OMB	Circular A-11	Preparation, Submission, and Execution of the Budget
DoD Directive	5000.01	The Defense Acquisition System
DoD Directive	5000.02	Operation of the Defense Acquisition System
DoD Regulation	7000.14-R	Department of Defense Financial Management Regulations
DoD Directive	5015.2	DoD Records Management Program
SECNAV	5000.2	Implementation and Operation of the Defense Acquisition System and Joint Capabilities Integration and Development System
Navy		DoN Budget Guidance Manual

6. List of Deliverables

Deliverables shall be prepared according to instructions as identified in the Contract Data Requirements List (CDRL) DD Form 1423 (attached).

A summary of the deliverables is as follows:

Products/Deliverable	Schedule/Date Required
End of Performance Report	By the last day of the end of the Period of Performance
Program Team Organization Chart	Initially, within 5 days of contract award.
	Subsequently, 5 days prior to any changes are made
Financial Execution Status Briefings	Every three months, combined with Quarterly
	execution report
Funding Execution Reports	Monthly and as of a consolidated Quarterly report
Program Briefs	By 20 November (for the Navy) and by 20 March (for
	Congress)
Contractor Quality Control Plan (QCP)	Within 30-days of contract award to COR
Invoice	In Monthly report to COR
Action Tracking System	Weekly on Friday
Progress and Status Report	Included in Monthly Report
Program Plan and Update	At Post Contract Award Conference and then included
	in Monthly Report
Travel documentation	5 days prior to scheduled travel
Attend Post Contract Award Conference with N95/Customer.	Within two-weeks of contract Award. Minutes/agendas
Meeting Minutes, Agendas	within 2 working days of meeting completion
Program Objective Memorandum (POM) Status briefs	As required based on POM guidance
Point Papers, Decision Papers, Information Papers	Within 3 working days of assignment, unless urgency
	requires a more rapidly produced product
Draft Congressional Reports	Within 3 working days of assignment, unless urgency
	requires a more rapidly produced product
Briefings or technical/tracking reports	Monthly to COR/TOM as required
Draft Policies, Draft standards, Draft specifications	As required
Configuration Management Plan	As required
Test and Evaluation Plan	As required

6.1. Deliverable Detail—

Monthly Status Reports: The Contractor shall provide a monthly report which summarizes overall performance under the task order. The report shall detail performance under each task of this PWS, addressing completed tasks and the status of on-going tasks. For in-process tasks, the Contractor shall identify accomplishments for the month, identify planned accomplishments for the coming month and potential risks that might negatively impact performance and proposed mitigation plans. Reports shall be submitted monthly on the 5th calendar day for the preceding month to the Contracting Officer's Representative (COR)/Task Order Manager (TOM).

End of Performance Report. The Contractor shall develop a report summarizing Financial Management and Accounting Administration Support functions as congruent with PWS. The report will provide items in priority order of importance, internal control deficiencies and related criteria or workarounds with final determination of impact for each non-compliant requirement assessed. The final report shall be submitted to the COR on the last day of contract period of

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performance.

All deliverables shall be submitted to the COR/TOM. The COR/TOM is responsible for tracking and acceptance.

7. Performance Standards

Performance Element Contract Deliverables	Performance Requirement Contract deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable.	Surveillance Method Inspection by the COR	Frequency 100% inspection of all contract deliverables.	Acceptable Quality Level >95% of deliverables submitted timely and without rework required.
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy

8. Points of Contact

<u>COR</u>

Thomas Connolly, OPNAV N95 703-614-2236 thomas.connolly@navy.mil

Contracting Office POC:

Charles P. Reilly III 215-697-1311 Charles.reilly@navy.mil

Contracting Officer:

Kathleen Lockhart 215-697-4706 Kathleen.lockhart@navy.mil

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SECTION D PACKAGING AND MARKING

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SECTION E INSPECTION AND ACCEPTANCE

52.246-4: Inspection of Services - Fixed-Price.

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of Clause)

INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by the COR.

(End of Provision)

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SECTION F DELIVERABLES OR PERFORMANCE

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

2000	10/1/2014 - 9/30/2015
3000	10/1/2014 - 9/30/2015

CLIN - DELIVERIES OR PERFORMANCE

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

2000	10/1/2014 - 9/30/2015
3000	10/1/2014 - 9/30/2015

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

2002	10/1/2015 - 9/30/2016
3001	10/1/2015 - 9/30/2016
5000	10/1/2016 - 9/30/2017
5002	10/1/2017 - 9/30/2018
6000	10/1/2016 - 9/30/2017
6001	10/1/2017 - 9/30/2018
8000	10/1/2018 - 9/30/2019
9000	10/1/2018 - 9/30/2019

Services to be performed hereunder will be provided at at the Government site at The Pentagon, Pentagon Room 5A478.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative Thomas L Connolly, N959 2000 Navy Pentagon Washington, DC 20350-2000 thomas.connolly@navy.mil 703-614-2236

DFARS PGI 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.

252.232-7006 Wide Area WorkFlow Payment Instructions.

As prescribed in 232.7004(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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 v Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <u>https://www.acquisition.gov;</u> and

(2) Be registered to use WAWF at <u>https://wawf.eb.mil/</u> 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 <u>https://wawf.eb.mil/</u>

(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).

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2-in-1

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

N47039

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	N47039
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC) - N	147039
Accept at Other DoDAAC - N/A	<u>i</u>

LPO DoDAAC - N47039 Sorrano Littleton-Jones (202)-685-1504

DCAA Auditor DoDAAC N/A

Other DoDAAC(s) - N/A

(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.

Thomas Connolly thomas.connolly@navy.mil 703-614-2236

Sorrano Little-Jones sorrano.littleton-jo@navy.mil 202-685-1504

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

(End of clause)

Accounting Data

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200001 N4703915RCD9004 LLA : AA 1751804 11T0 252 47039 B 068892 2D CD9004 470395N951AQ Standard Number: 00000

BASE Funding Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

COMMUNICATIONS

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the "Changes" clause of the MAC contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

Kathleen Lockhart NAVSUP FLC Norfolk Philadelphia Office 700 Robbins Ave., Bldg. 2B Philadelphia, PA. 19111-5083 (215) 697-4706

SECURITY ADMINISTRATION)

The highest level of security that will be required under this contract is Secret as designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

The facilities to be utilized in the performance of this effort have been cleared to ______ level.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this task order:

Mr. Thomas Connolly

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the task order, or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the task order.

(c) It is emphasized that only a Contracting officer has the authority to modify the terms of the task order, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic task order between the contractor and any other person be effective or binding on the Government.

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When/if, in the opinion of the contractor, an effort outside the existing scope of the task order is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

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SECTION I CONTRACT CLAUSES

NOTE: ALL THE PROVISIONS AND CLAUSES OF SECTION I OF THE BASIC CONTRACT APPLY TO THIS TASK ORDER (UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER) PLUS THE FOLLOWING INCLUDED BY REFERENCE:

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN

FAR 52.232-18 - AVAILABILITY OF FUNDS

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(END OF CLAUSE)

252.232-7007 - Limitation of Government's Obligation (MAY 2006)

(a) Contract line item 2000 is incrementally funded. The sum of **Sectors** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed

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upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under <u>31 U.S.C. 1342</u>.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract\$

The remaining amount is TBD.

(End of clause)

NON-DISCLOSURE AND NON-USE OF DATA AGREEMENT/CERTIFICATION

(a) Data/Information

All data or information (including but not limited to drawings, Privacy Act, Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004), source selection, personnel information, and business sensitive information) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. Access to data or information obtained, received, or learned as a result of performance of this contract shall be restricted to the minimum number of Contractor personnel necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements shall be involved in direct performance of this contract. The Contractor shall ensure that each of its personnel and subcontractors who obtains,

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receives, or learns data or information as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Data" agreement.

(b) Non-Disclosure of Data/Information

The Contractor and its personnel and subcontractors shall disclose data or information obtained, received, or learned whether written or oral as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data or information is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such data or information to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such data or information except as specifically permitted herein.

(c) Non-Use of Data/Information

The Contractor and its personnel and subcontractors shall use data or information obtained, received, or learned whether written or oral as a result of performance of this contract only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such data or information in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such data or information except as specifically permitted herein.

(d) Non-Disclosure/Non-Use Agreements

Before any of the Contractor's personnel becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

(1) He/she shall disclose data or information obtained, received, or learned by him/her as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data or information is required in performance of this contract.

(2) He/she shall not disclose data or information obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.

(3) He/she shall use data or information obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.

(4) He/she shall not use or consider data or information obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn data or sensitive information of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the data or information provided by the entity.

(e) Requirement to Disclose Data/Information

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of data or information obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of data or information.

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This "Non-Disclosure and Non-Use of Data/Information" provision does not apply to data or information which the Contractor can demonstrate was obtained, received, or learned in a way other than as a result of performance of this contract.

(g) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Data/Information" provision is a material and substantial breach of this contract and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default. Noncompliance with the "Non-Disclosure and Non-Use of Data/Information" provision may also adversely affect the evaluation of a Contractor's reliability in future acquisitions

(h) Non-disclosure/Non-Use Agreements

The contractor shall maintain all Non-Disclosure and Non-Use of Data/Information agreements required by this provision and shall make such agreements available for immediate inspection by the Contracting Officer.

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SECTION J LIST OF ATTACHMENTS

DD Form 254

Past Performance Information Form