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# SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Total Price
5001	Lead developer services for development of Computer-Aided Slating Software. (RDT&E)	12.0	LM	
5002	N/A. This CLIN has been changed to CLIN 6001. (RDT&E)	1.0	LO	
5003	Lead developer services for development of Computer-Aided Slating Software. (RDT&E) Option	12.0	LM	
5004	N/A. This CLIN has been changed to CLIN 6003. (RDT&E) Option	1.0	LO	

### For ODC Items:

Item	Supplies/Ser	rvices	Qty	Unit	Est.	Cost
6001	Travel to Millington, (In support CLIN 5001) (RDT&E)		1.0	LO		
6003	Travel to Millington, (In support CLIN 5003) (RDT&E) Option		1.0	LO		

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#### SECTION C DESCRIPTIONS AND SPECIFICATIONS

# PERFORMANCE WORK STATEMENT TITLE: Computer-Aided Slating (CAS) Software Development

#### 1.0 INTRODUCTION:

Computer-Aided Slating is a project to design, develop, and implement a decision support system to aid Navy Detailers (PERS-4) in the slating process. The project aims to illuminate paths to global optima within slates, broaden visibility into available alternative selections and the resulting impact on organizational goals and metrics, and increase the size limit of potential detailing windows. Increases in timely information and visibility make it easier for detailers to produce good slates and for leadership to implement policy changes and evaluate results. The increased performance results in a better utilized enlisted workforce, cost savings, and increased sailor satisfaction.

Computer-Aided Slating leverages a number of technologies to achieve these goals. The decision support methodology incorporates optimization techniques developed and customized to specific detailing requirements. This allows the system to advise the detailer on selections that preserve globally optimal or good solutions. The system is designed to provide visibility into trade-offs and key metrics, putting the detailer in full control of the selections. Finally, the system ties together the decision support framework, existing data sources, and leadership inputs from an IT perspective providing seamless support for the slating process.

During the initial stage of this project, we developed a product prototype, Easy Slate, showcasing the new slating technology. Functional stakeholders employ the prototype with real data alongside real conditions in a pilot study (beta) environment.

This project requires a contract employee be engaged to take on the role of Lead Developer for development of CAS Software. This individual shall implement a production level tool, according to the technical requirements specified in section 3.0. The lead developer shall be responsible for developing, testing, and maintaining all code related to the project, recommending platform solutions, and all product-related reporting and documentation. The Lead Developer must be able to perform the following duties and responsibilities:

- 1. Continually assess the performance of appropriate software systems to identify and correct problems which impact operation efficiency and work quality.
- 2. Maintain active liaison with user personnel to ensure continuing responsiveness of applicable system software user requirements.
- 3. Analyze performance indicators such as system's response time and number of programs being processed to ensure operational efficiency.
- 4. Design, code, install, and maintain appropriate systems software programs.
- 5. Identify, evaluate, tailor, and direct the implementation of vendor-supplied software packages.
- 6. Perform special system regenerations where applicable to reflect changes in peripheral configuration.
- 7. Ensure the maintenance of adequate software systems documentation.
- 8. Recommend to management the purchase or lease of system software packages and related hardware.
- 9. Provide technical assistance to less experienced systems software personnel in the resolution of complex system-related problems.
- 10. Train users in applications programming and other user personnel in the use of systems software and related hardware.
- 11. May perform other duties as assigned.

The Lead Developer must meet the following Specifications:

Bachelor's Degree or equivalent and six (6) years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, four (4) years of general experience is required. With a PhD, two (2) years of general experience is required.

3.0 TECHNICAL REQUIREMENTS:

#### **BASE YEAR**

#### 3.1. General Technical Requirements

The CAS prototype software is a decision support tool. The software will be called upon to support all Navy ratings. Its purpose is to operate in a production environment.

#### 3.1.1 Obtain and prepare data

This effort has many data requirements, including requisitions, rollers, historical slates, PCS tables, NEC training costs, school seat availability, sailor preferences, and miscellaneous business rules. The contractor must provide

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the resources to procure all of this data.

#### 3.1.1.1 Generate formatted test data

In order to prevent delays in the event of untimely data receipt, we anticipate generating test data to a given a format specification.

#### 3.1.1.3 Translate and/or reformat certain data elements

Assuming all data is not formatted as required by end-user requirements.

#### 3.1.2 Design and Implement GUI and reports

The design of the user interface deserves every bit as much rigor as the design of the background methods, from the concept phase to refinement.

#### 3.1.2.1 Initial design layout

Certain elements must naturally be present, including sailor/job tables, color coding, display configuration, ranking matrix visualization, metric visualization, and weight configuration.

#### 3.1.2.2 Incremental demos and incorporation of feedback

Implement initial designs. Schedule periodic meetings with potential users to review working version of GUI and reports. Incorporate feedback.

## 3.1.2.3 Deploy

Install, test, and validate GUI and reports on deployment equipment. Testing, validation, and installation must meet with approval from the BUPERS07 CIO office. The contractor must provide the resources to work with the CIO office to ensure milestones are met in a timely manner.

### 3.1.3 Design and implement code for various methods

This task encompasses the various programming tasks that are required to drive the end-product. This includes data input, interfacing, structuring, GUIs, reports, action-handling functions, ranking and weighting algorithms, weight determination functions, assignment configuration functions, and all metric calculations.

# 3.1.4 Install, Test, Repair Prototype in support of POC

This task represents the requirement to install the product developed on development equipment onto deployment equipment and verify that it is working properly, according to systematic testing. Despite our best efforts, we must anticipate the possibility that errors will be uncovered during the course of the POC study and be prepared to correct them in a timely manner.

#### 3.2. Specific Technical Requirements

The purpose of this project is to facilitate Detailer slating, or the tentative assignment of sailors to jobs in the context of the following optimization objectives: Permanent Change of Station (PCS) Cost, Temporary Duty under Instruction (TDI) Cost, Sailor Preference, Time On Station (TOS), Gap and Fit-Plus. This application allows the Detailer to create slates by dragging and dropping Sailors onto requisitions and vice versa. Graphs display the individual as well as cycle-wide consequences of each assignment decision. The Detailer is able to change the importance (weight) of each optimization objective, alternately view ranked candidate lists for jobs or for Sailors, lock or unlock assignments, prevent specific assignments, and add Sailor preferences and notes. The Detailer can save and reload scenarios and generate a report with all the details of a slate.

This tool is to support Detailers of all ratings in the slating process and to allow other stakeholders to perform analysis of various policies and decisions.

The goals of the CAS application are as follows:

- 1. Rank all candidates according to their ability to preserve globally optimal solutions.
- 2. Anticipate and provide interactive user input controls to keep the Detailer in control.
- 3. Provide an intuitive slating environment with visibility into and key metrics and trade-offs.
- 4. Integrate seamlessly with the array of data sources and applications used by the Detailer.

# 3.2.1 Data Inputs

In this section, we specify all data elements that are required by the slating tool, the file format, and a description of any preprocessing that takes place.

The application requires 6 input text files and an access database file.

**Detail Requisition File** 

File Format: Fixed length text file.

Contents: Contains a list of available jobs their details and requirements that need to be filled by Sailors Fields:

- · Women in Ships (WIS)
- Rate
- Requisition Number (REQN)
- · Unit Identification Code (UIC)
- · Activity
- · Take up month (TUP)
- · Original Take up month (ORG TUP)

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- Area/Type/City Code (ATC)
- · Sea Shore Code (SSC)
- Required NECs (NEC1, NEC2)
- DOD Assignment Status

#### Sailors File

File Format: xlsx

Contents: Contains a list of Sailors that are available to fill available jobs.

Fields used in application:

- Social Security Number (SSN)
- · Name (NAME)
- · Sex (SEX)
- · Citizenship Status (CITIZENSHIP)
- Expiration of Active Obligated Service (HARD EAOS)
- Pay Grade (PRES\_RATE\_CODE\_PG)
- Rate/Rank (PRES\_RATE\_ABBR)
- Navy Enlisted Classifications (NEC1 NEC5)
- Number of Dependents (Nbr\_dep\_residing\_in\_household)
- Security Clearance Eligibility (SECURITY\_CLEARANCE\_ELIGIBILITY)
- · Unit Identification Code (ONBOARD ACTUAL UIC)
- Command (ONBOARD ACTY NAME)
- Duty Type (ONBOARD SS)
- Area/Type/City (ATC) Code (ONBOARD\_LOC)
- Projected Rotation Date (ONBOARD PRD DATE)
- Onboard Duty Status Effective Date (ONBOARD\_DUTY\_STAT\_EFFECT\_DATE)
- PTS Eligibility
- · PRT Eligibility
- · EVAL/FITREP Eligibility
- EFM Status

Sailor Preferences File

File Format: xlsx

Contents: Contains a list of ranked preferences submitted by Sailors for available jobs.

# Fields used in application:

- Activity
- Social Security Number (SSN)
- Rate

UIC to NEC Decoder File Format: xlsx

Contents: Contains a crosswalk between UICs, platforms, and NECs.

Fields used in application:

UIC

Sailor UIC History File Format: xlsx

Contents: Contains a list of Sailors and their UIC histories.

Fields used in application:

Social Security Number (SSN)

**NEC Class Schedule File** 

File Format: xlsx

Contents: Contains a list of available classes that provide training for the listed NEC. If a job in the Detail Requisition File requires an NEC that a Sailor does not have, the application checks to see if there is a class available that the Sailor it is trying to match to that job.

# Fields used in application:

- NEC
- Convene Date (CONV DT)
- Graduation Date (GRAD DT)

Costing Database File Format: mdb

**Contents:** Contains the permanent change of station (PCS) cost information for moving from one location to another based on rank, number of dependents, and type of move, as well as information to calculate training costs.

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## 3.2.2. Matching Objective Weights/Constraints

There are six (6) primary metrics that comprise the objective function sought by the candidate ranking optimizer. Each objective is given a weight and then combined into a composite objective. The user has two options. He can guarantee a specific maximum or minimum value for each objective, called a constraint. In this case, the software will determine the minimum weight required to meet the constraint. Alternatively, the user can leave the constraint blank and instead use the slider to manually set the weight. The second option computes faster, but the first option may be more intuitive. The user inputs weights and constraints via the Matching Settings dialogue. The units for each constraint are as follows; the objectives themselves are detailed in Section 3.

- PCS Cost Entered in dollars and is the maximum average PCS Cost per assignment (not per costed move).
- TDI Cost Entered in dollars and is the maximum average TDI Cost per assignment (not per costed move).
- Fit-Plus Entered as a percentage and is the minimum average Fit-Plus percentage.
- Sailor Preference Entered as a percentage and is the minimum average % of sailor preferences met.
- Gaps Entered in months and is the minimum average number of months gapped per assignment (not per gapped job).
- Time On Station Entered months and is the minimum average time on station per assigned Sailor.

#### 3.2.3 Assumptions, Calculations and Methods

This section documents all assumptions, methods, and calculations that went into the code. Assumptions

The application assumes that the input files will be in the specified formats listed above in the input section. The Fit-plus calculation accounts for a Sailor's fitness for duty based on sea shore flow, paygrade, rating, NEC, and requisition priority. Sailors disqualified for fitness reasons are given a fit score of 0 (cost of 1), but are still scored against the other objectives and considered by the software. This assumption can be changed to utterly disqualify the sailor-job pair for all objectives.

The software assumes dependents are counted in the PCS cost minimization objective. This assumption can be changed to ignore dependent information for assignment purposes.

The software assumes Sailor preferences are binary. That is, the Sailor preference calculation counts a Sailor's preferences as having been fully met if he is assigned to any position for which he has expressed a preference. This assumption can be changed to assign graded preference scores based on how the job was ranked by the Sailor.

The software assumes that if training is available en-route for a Sailor/job pair, then the Sailor will be sent to the training if assigned that job. This assumption can be changed to choose whether or not to train based on which alternative has the best composite score.

**Detailer Assignment Vocabulary:** 

- a) match the action of a COMPUTER putting a Sailor in a job; matching/rack-and-stack collection of matched sailors and jobs.
- b) slate/pencil-in the act of putting a Sailor in a job within an unofficial system, such as a sheet of paper, spreadsheet, slating tool, or other sandbox.
- c) negotiate the act of suggesting a Sailor for a job or offering a job to a Sailor.
- d) post/assign the act of TENTATIVELY putting a Sailor in a job in the official system, so that the requisition is held for that Sailor. The Sailor cannot back out at this point.
- e) order the act of PERMANENTLY putting a Sailor in a job by releasing hard-copy orders. The Detailer cannot rescind at this point.

**Calculations and Methods** 

The calculation of each of the objectives is described as follows. Each objective is represented as value with zero being the best and 1 being the worst. This is referred to as a cost (or penalty). GAP, PCS, and TDI are natural costs (no GAP is better). However, FITPLUS score we want as high as possible, therefore 1 – FITPLUS score = FITPLUS cost.

PCS Cost and TDI Cost. These calculations are very complex are outlined in the document ENL TABLE INSTRUCTIONS and Cost Examples. This document and additional e-mail instructions accompany each fiscal year's revision of the enlisted PCS cost tables, published internally by the PCS Variable Component (PCSVC)

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department in Cleveland, Ohio.

- PCS Cost, or Permanent Change of Station cost, is the cost of moving a Sailor and his dependents between duty stations when the move is operational, rotational, or for a training period 20 weeks or longer.
- TDI Cost, or Temporary Duty under Instruction cost, is the cost associated with moving a sailor when the move is for a training period less than 20 weeks.

Once the TDI and PCS dollar costs are computed for each Sailor/job combination, they are normalized (scaled) into decimal values between 0 and 1.

Fit-Plus. This is a combination of sea shore flow, Sailor/job FIT, rank, and Requisition priority.

- To get Fit-plus cost, the following formula is used:
- Fit-plus cost = 1 ((Rank score \* FIT score \* SS score \* (1000 Req Priority) / 1000) + Req Priority / 1000)
- Rank score If the Sailor is at the correct rank then the score is 1. If the rank is 1 up or 1 down from the required rank, the score is .5. If the Sailor's pay grade is greater than 1 up or 1 down from the rank expected for the job, then the score is 0. In addition, if the Sailor/job combination violates the E6/E7 khaki barrier, the score is 0
- FIT score Each Job is listed with either 1 or 2 NEC requirements. If the Sailor has or can acquire 0 of 1 or 0 of 2 required NECs then the Sailor gets a score of 0. If the Sailor has or can acquire 1 of 2 NECs then he/she gets a score of .5. If the Sailor has or can acquire 0 of 0, 1 of 1 or 2 of 2 NECs then he/she gets a score of 1.
- Sea shore score -
- 1. Shore Composite. If an activity has a sea/shore Type Duty Code "1" (CONUS shore duty) or "6" (overseas preferred shore duty), the activity's billets are placed in the shore composite.
- 2. Sea Composite. The remainder of the billets (in sea/shore Type Duty Codes "2," "3," and "4") are placed in the sea composite.
- So, 1,6 can go to 2,3, or 4. 2,3,4 can go to 1, 2, 3, 4 or 6. A sailor who is 1,6 gets a score of "0" for 1,6 jobs. All other sailor-job pairs get a score of "1".
- Requisition Priority The requisition number for each requisition given in the input file contains a priority number given by the last three digits. This number ranges from 10 to 990, with 10 being the highest priority.

Sailor Preference. Expressed as a cost, Sailor Preference is a value between 0 and 1 where 1 is an unmet preference and is determined by the following:

- If the Sailor has no preferences, the preference cost will be 0 since there are no preferences and any therefore all preferences would be considered met for all Sailor/job combinations.
- If the Sailor has any preferences and also has a preference for a given job then the combination of the Sailor and job will get a cost of 0.
- If the Sailor has any preferences and does not have a preference for a given job, the Sailor/job combination will get a cost of 1.

Time on Station. The Navy has a minimum required time on station which is currently set to 24 months. A Sailor can leave his assignment 3 months prior to his projected rotation date (PRD) if it is after the 24 month minimum. To determine the cost that goes into the matrix the following method is used.

• For each Sailor/job combination, the total time from the start of the Sailor's current assignment to his transfer date is his current Time On Station. If the value is greater than the minimum Time On Station then the cost is 0. If it is less, the cost is 1.

Gap. Gap is the number of months that a requisition will go unfilled after its take up month. If a job has a take up month of 5/2010 and the sailor cannot get to the job until 7/2010 then there is a gap of 2 months. If a Sailor's PRD is in 6/2010, it is assumed that after leave and transit time, he will not be available until 7/2010. Once gap values have been calculated in months for all Sailor/job combinations, they are normalized (scaled) into decimal values between 0 and 1.

Composite Objective. Once the costs for each separate objective are calculated, they are placed in a SAILOR x JOB matrix. For example:

S1	<b>S2</b> .	S3
<b>&gt;</b> 1	<b>S</b> /.	

	_	_	
J1	.1	1	.4
J2	1	.5	.2
J3	.8	.9	0

The weights for the objectives always total to 1. We multiply the weight for each objective against its associated cost matrix and then sum the 6 matrices into 1 composite matrix. This accomplishes a weighted linear combination of the 6 objectives.

Example: Suppose the following weights: PCS Cost w = .3, TDI Cost w = .1 Fit-Plus w = .2, Sailor Preference w = .1, Time On Station w = .1, Gap w = .2.

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To get the composite matrix the following calculation is done.

PCS Cost Matrix

.3 \*

S1 S2 S3

J1	.2	1	.4
J2	.4	.3	.2
J3	.1	.7	0

+

TDI Cost Matrix

.1 \*

**S**1

S2 S3

J1	.1	.8	.3
J2	1	.2	.4
J3	.9	.6	0

+

Fit-Plus Cost Matrix

.2 \*

**S**1

S2 S3

J1	0	.5	.5
J2	.75	.5	.75
J3	1	1	0

+

Sailor Preference Cost Matrix

.1 \*

S1 S2 S3

J1	1	0	0
J2	0	0	0
J3	1	0	0

+

Time On Station Cost Matrix

.1 \*

**S**1

S2 S3

J1	0	1	0
J2	1	0	0
J3	1	1	0

\_\_\_

Gap Cost Matrix .2 \*

٠ ,

S1 S2 S3

J1	.3	.3	1
J2	.1	.5	.2
J3	.3	.4	0

Matching and Ranking Algorithm. The composite matrix is sent into the assignment and ranking algorithm. Although there are many possible ranking algorithms, the software currently uses the matrix reduction technique applied by the Hungarian/Munkres algorithm. The result is a rank-ordered matrix containing all Sailor/job combinations. From this matrix, a rank-ordered list of candidates for every job or Sailor may be derived for display by the application.

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#### 3.2.4. Features

Explains how the tool is used. All features and functionality must conform to Navy rules and policies.

#### 3.2.4.1. Loading Input Files

When the application starts, the user can select and load all 7 input files. Default input file settings may be set from a menu. Alternatively, a previous scenario with all input data included may be loaded from the file menu. This will cause the application to read in all of the input files and prepare the application to run the matching.

#### 3.2.4.2. Running the Matching

Once all of the input files are loaded into the application the "Run Matching" button appears. The matching process is ready to execute. Here you have the ability to set the weights on the objectives which the matching process will use to determine how sailors will be matched to jobs. Alternatively, you have the option to enter specific values for particular objectives and the software will determine the minimum weight required to achieve that objective value. At any point you can click the "Set to Default" button to set the weights back to their default values.

When the matching is run, you will see a progress bar displaying the percent completion of the matching process and a list of typical times required for various problem sizes.

## 3.2.4.3 Building a Slate

After the Matching process is run you will see a main display composed of the following sections, all of which can be resized, minimized, hidden, or unpinned.

The first section displays matching settings that allow the user to change the weights on the objectives, as described in the previous section. While using the application, you can change the weights and re-run the matching.

A second section displays two grids, one containing Sailors and the other jobs. You can expand the sailors or jobs in each grid to get detailed information about either. The most pertinent detailed information is also displayed in columns to the right of the Sailor or job name. Columns can be added or hidden. Each grid can be resized. Any column can be resized. Each column can be filtered, sorted, reordered, or cleared of filtering and sorting. The fit-plus % column must have a custom filter that allows the user to filter out all numbers below a given threshold, and must show all component values of the fit-plus score calculation upon mouse-over. Scrolling though the grids is smooth and not choppy. It is possible to enter missing data or correct incorrect data in the grids. Corrected data will be saved when the scenario is saved, but not written back to the original input files. Whichever grid is on the right displays an ordered list of candidates for the list item that is selected in the grid on the left. The order is determined by the results of the matching (and ranking). Hereafter, the list items in the left-hand grid shall be referred to as "primaries" and the items in the right-hand grid, "candidates." By default, Sailors are primaries, the first Sailor in the grid is selected, and the grid on the right contains the ordered list of candidate jobs for that Sailor. A button will swap things to the opposite mode where jobs are the primaries, and Sailors are the candidates.

Locking a Sailor/job combination adds it to the slate. This is the software equivalent of "penciling in" an assignment. There are a couple of ways a Sailor can be locked to a job. One way is by drag-and-drop. You can also select a sailor and job and hit a lock button. Each sailor and job in the application has a recommended match pre-determined by the matching (and ranking) algorithm. The recommended match is displayed in a column in the left-hand grid. There is a button that will, in batch, lock all remaining recommended matches, completing the slate. Another button will unlock all, clearing the slate. Appropriate warnings are displayed to prevent mistakes. Undo functionality also provides a safety net. When LOCKED, primaries will have a prominent lock icon next to their name. The candidate to which the selected primary is locked will show the same icon. All candidates that are locked to non-selected primaries have a different, simpler lock icon on them. If a selected Sailor, for example, on the left has a job locked to him/her, the job that is locked to that sailor will have a prominent lock icon. If you do not lock all recommended matches, and instead manually lock Sailors to non-recommended jobs, the Run Matching button in the previously described Matching Settings section will turn from green to red. This indicates that matching (and ranking) algorithm may now have some different recommendations as a result of the manual assignments, and the matching process needs to be re-run. Each Sailor and job must have an option to be removed from consideration for the slate that will result in the item being inactive in the tool and in the optimization, appearing gray on the screen but still visible.

A third section displays details specific to the selected Sailor/job pair. This section shows the names of the selected Sailor and job, a button for locking and unlocking the pair, PCS move costs with and without dependents considered, training costs, a checkbox that will prevent this match when the matching algorithm is re-run, and training that would be required for this Sailor to become qualified for this job. A button allows the user to switch to a different training course than the one automatically selected. There is also an area for detailer notes. A fourth section displays metrics. There are three sub-sections. The first displays a graph that tells how much weight was given to each metric, proportionally. The second displays the values of each of the six metrics for the selected Sailor/job pair. A tab will alternately display the data as a table. The third displays the values of each of the six metrics achieved by the optimization for the entire set of Sailors and Jobs in the application. This graph

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functions as a benchmark that shows how much each individual manual assignment costs in the context of the entire slate. A tab will alternately display the data as a table. Graphs and tables will display two decimal places. All values must be formatted in the correct units (\$, %, months).

Clicking and selecting Sailors and jobs and locking or unlocking will naturally cause the graphs to change. The programming of this should be accomplished in an ultra-efficient manner, so that there is no delay whatsoever as the user clicks through list items and around the interface.

#### 3.2.4.4 Saving and Reloading Matching Runs

At any point during a matching run you can save the results to a file by selecting the File->Save Menu. You can also open a saved file by selecting the File->Open Menu.

#### 3.2.4.5 Reporting

The application contains a single report which displays the metric values of the optimization run alongside the baseline, the cumulative metric values of all slated assignments, several additional metrics of interest, and a listing of all slated assignments. The additional metrics of interest include PCS cost per costed move, % people in slate with perfect NEC fit, % jobs in slate that have non-zero gap, % assignments where Sailor preferences are met, NEC reutilization, # of TDI moves in slate This report can be exported to several formats including excel and pdf.

#### 3.2.4.6 Settings

The user can set the default input file locations to be used in the application from a settings menu. The user can set a variety of constraint coefficient settings from a settings menu. Constraint coefficient settings include: how much is contributed to the fit-plus score if the rank is one-up, one-down, two-up, or two down, depending on whether the paygrade is E1-E4, E5, E6, or E7-E9; the contribution if the khaki barrier is crossed; the contribution if one or both NEC requirements are not met; the contribution if sea shore flow is not ideal; and the flexibility in the PRD. A preferences dialogue allows the user to color-code Sailors by the time remaining until their PRD.

#### 3.2.4.7 Help

The application includes an integrated help system that describes all functionality in detail. OPTION YEAR ONE (1)

After completion and delivery of the application in the base year, we anticipate a continued requirement for developer support of the product for one (1) option year for the following generally specified tasks:

#### 3.3. Continuous Product Improvement

Solicit feedback from end-users. Enhance, revise, and add features specified and prioritized by NPRST, building upon all features and products delivered in the base year. Document changes. Update documentation delivered in the base year.

#### 3.4. Training

Develop use cases and user manuals, update Integrated Help delivered in the base year, develop live demonstrations and detailer training curriculums, and provide live technical support.

#### **ALL YEARS**

### 3.5 Final Report and Discussions

At the end of each year, including the BASE YEAR and the OPTION YEAR, the contractor must deliver the following documentation set covering work completed during that year.

- 3.5.1 Monthly Progress reports
- 3.5.2 Product documentation
- 3.5.3 Code documentation
- 3.5.4 Data description report
- 3.5.5 Final project report
- 4.0 DELIVERABLES: Progress Reports, Product Documentation, Data Description Report, System Architecture Slides, Computer Software, Source Code, Installation Instructions, Final Report. Computer Software updates are to be delivered at least monthly and at least 3 business days prior to invoices. Software update including source code must be free of bugs or defects and able to be compiled on government equipment. IF ANY BUGS OR DEFECTS ARE DISCOVERED DURING A GOVERNMENT INSPECTION, THE DELIVERABLE WILL BE DEEMED UNACCEPTABLE AND MONTHLY INVOICE WILL NOT BE APPROVED. Deliverables are to be submitted to NPRST, BUPERS-11.
- 5.0 LONG DISTANCE TRAVEL REQUIREMENTS: 2 trips for 1 person for 2 days, to MILLINGTON, TN during the base year. 2 trips for 1 person for 2 days, to MILLINGTON, TN during the option year.
- 6.0 PERIOD OF PERFORMANCE: Base Year: 12 months from date of award. Option Years: 12 months from the end of the previous Year's period.
- 7.0 PLACE OF PERFORMANCE: NPRST Government's facility in Millington, TN. The contractor shall be permitted to tele-work, provided he/she is willing to travel on-site upon request up to the number of trips specified in section 5.0.
- 8.0 GOVERNMENT FURNISHED EQUIPMENT: Government shall furnish development hardware and software. One laptop loaded with government licensed and approved development software. See attached GFP certification. 9.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR): COR: Colin Osterman, BUPERS-11, NPRST

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#### 10.0 SECURITY AND PRIVACY:

- 10.1 Clearance. Contractors and employees of the contractor are required to be citizens of the United States and must maintain such status for the duration of this task. Access to confidential/classified areas will not be required.
- 10.2 Privacy Act. Contractor may be in contact with data subject to the Privacy Act (Title 5 of the U.S. Code, Section 552.a). Reports and data will be identified and safeguarded accordingly. Agency procedures shall be followed. The contractor shall ensure that contractor employees assigned to this task are briefed annually on properly identifying and handling privacy act data/information.
- 10.3 Classified Data. The processing or storage of classified data on any of the computer systems at the Navy Personnel Research, Studies, and Technology is strictly prohibited.
- 10.4 System Authorization Access Request Navy (SAAR-N) and addendum. Contract employees assigned to this task shall be required to complete a SAAR-N parts I, II, III, and addendum (leave blocks 20-24 blank) and abide by the User Agreement Standard Mandatory Notice and Consent Provision (block 26) and User Responsibilities (block 30) therein as it pertains to government furnished data and equipment.
- PROTECTION OF HUMAN SUBJECTS: Work that include or may include research involving human subjects must comply with PERS-1 Policy Memorandum 01-09, and DFAR 252.235-7004 relating to the protection of human subjects. On request, this information is available from NPRST, Human Research Protection Officer (HRPO).

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# SECTION D PACKAGING AND MARKING

Not Applicable

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# SECTION E INSPECTION AND ACCEPTANCE

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and accept work under this task order. Upon completion of all work and final submission of all data items, the contractor's

Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed memorandum with its final invoice.

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# SECTION F DELIVERABLES OR PERFORMANCE

# CLIN - DELIVERIES OR PERFORMANCE

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

5001	11/2/2011 - 11/1/2012
5002	11/2/2011 - 11/1/2012
6001	11/2/2011 - 11/1/2012

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

5003	11/2/2012 - 11/1/2013
5004	11/2/2012 - 11/1/2013
6003	11/2/2012 - 11/1/2013

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

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# SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative Colin J Osterman, BUPERS-11 5720 Integrity Drive Millington, TN 38055 colin.j.osterman@navy.mil 901-874-4643

Accounting Data

SLINID PR Number Amount

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5001 N6822111RCA0006

LLA :

AA 1711319 P559 000 68221 0 068566 2D CA0006 6822113AR03Q

6001 N6822111RCA0006

LLA :

AA 1711319 P559 000 68221 0 068566 2D CA0006 6822113AR03Q

BASE Funding Cumulative Funding

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# SECTION H SPECIAL CONTRACT REQUIREMENTS

#### H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

### 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 contract:

Colin Osterman

Operations Research Analyst

Phone: 901-874-4643

Email: Colin.Osterman@navy.mil

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

#### N/A

- (c) 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 the 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 contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).
- (d) It is emphasized that only a Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/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

#### 09RA 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 30 days 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 60 days 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 five years.

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice.
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
- (i) Name and address of the Contractor:
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed

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prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) <u>Compliance with laws unique to Government contracts</u>. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, <u>et seq.</u>, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

  (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

  (End of clause)

# 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERSCOMMERCIAL ITEMS (APR 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- \_X\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).
- \_X\_ (29) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_X\_ (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).
- (ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) Reserved.
- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
  (End of clause)

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

The Government contemplates award of a <u>Firm Fixed Price</u> contract resulting from this solicitation. (End of provision)

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- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541511.
- (2) The small business size standard is \$25.0 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--
- (i) It \* is, \* is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and (ii) It \* is, \* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: ----.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (8) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--
- (i) It [squ] is, [squ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It [squ] is, [squ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ------.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern," means a small business concern --
- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

  (d) Notice
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--(End of provision)

#### 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):

FAR Clauses <a href="http://acquisition.gov/comp/far/index.html">http://acquisition.gov/comp/far/index.html</a>

 $DFAR\ Clauses\ \underline{http://www.acq.osd.mil/dpap/dars/dfars/index.htm}$ 

(End of clause)

# 252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

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

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
- "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.
- "Registered in the CCR database" means that--
- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database:
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records "Active." The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number-
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.

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- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract. (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757. (End of clause)

252.212-7000 Offeror representations and certifications- Commercial items. (JUN 2005)

(a) Definitions.

As used in this clause-

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
- (b) Certification.
- By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -
- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting

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from this solicitation.

- \_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea. (End of provision)

# 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2011)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- (ii) \_\_\_\_ Alternate I (DEC 2010) of 252.225-7001.
- (iii) \_\_\_\_ Alternate II (DEC 2010) of 252.225-7021.
- (iii) \_\_\_\_ Alternate II (DEC 2010) of 252.225-7036.
- (iv) \_\_\_\_ Alternate III (DEC 2010) of 252.225-7036.
- (21) \_X\_252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (23)\_\_\_\_252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631). (End of clause)

#### SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

- (a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):
- (1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <a href="https://wawf.eb.mil">https://wawf.eb.mil</a>. Vendor training is available on the Internet at <a href="http://www.wawftraining.com">http://www.wawftraining.com</a>. Additional support can be obtained by calling the Navy WAWF Assistance Line: 1-877-251-9293.
- (2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <a href="http://www.acquisition.navy.mil/navyaos/content/view/full/3521">http://www.acquisition.navy.mil/navyaos/content/view/full/3521</a>.
- (3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed. (b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	Routing Table	Contracting Officer Notes	
WAWF Invoice Type	2-in-1	Select 2-in-1 for FFP Services Only.	
		Select Combo for Supplies, or Supplies AND FFP Services.	
		Select Cost Voucher for all Cost Type Contracts.	
		If none of the above applies, please call 1-877-251-9293.	

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Contract Number	N00178-08-D-5440	-(Enter Contract Number)	
Delivery Order Number	EX01	-(Enter DO Number)	
Issuing Office DODAAC	N00189	-(Enter DODAAC of the activity issuing the contract.)	
Admin Office DODAAC	S2404A	-(Enter Contract Admin Office DODAAC)	
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)		-(Enter Inspector DODAAC (plus extension if applicable, or leave blank)	
Ship To DoDAAC (for Combo),	N68221	-(Enter DODAAC (plus extension if applicable)	
Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (Cost Voucher)			
Acceptance At Other		-(Enter Other Acceptance Address if different from above (plus extension if applicable))	
Local Processing Office (Certifier)	N68221	-(Enter LPO DODAAC (Local Admin) (plus extension if applicable) or leave blank	
DCAA Office DODAAC (Used on Cost Voucher's only)		-(Enter DCAA Office DODAAC when Applicable)	
on Cost voucher somy)		- Check on DCAA website: www.dcaa.mil/	
Paying Office DODAAC	HQ0338	-(Enter Paying Office DODAAC Located on Contract)	
Acceptor/COR Email Address	Colin.J.Osterman@navy.mil	-(Enter the Acceptor Email address for this Contract if applicable)	

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

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
Helen Tyson	Helen.Tyson@navy.mil	215-697-9613	Contract Specialist
Colin Osterman	Colin.J.Osterman@navy.mil		COR

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# SECTION J LIST OF ATTACHMENTS

Past Performance Form

Quality Assurance Surveillance Plan

Contract Administration Plan