

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE 15-Feb-2019	4. REQUISITION/PURCHASE REQ. NO. See Section G		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 3373 Crane IN 47522-5001	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-3375		CODE S2101A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CSRA LLC 1201 M. Street SE, Suite 400 Washington DC 20003		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
CAGE CODE 8X463 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4030 / N0016417F3007
		10B. DATED (SEE ITEM 13) 14-Sep-2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding - 52.232-22; NAVSEA 5252.232-9104

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to 1) obligate funds, 2) correct hours for CLIN 7100 from 272,117 by 27,212 to 299,329 and, 3) correct ACRNs for SLINs 7105AD, 7105AF, 9105AG, and 9105AH. Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

7105AD:

From: BV 1781804 8RZ3 251 S3251 0 050120 2D 000000 A00004673255

To: CT 1781804 8RZ3 251 S3251 0 050120 2D 000000 A00004673255

7105AF:

From: BW 1781611 1593 251 SH325 0 050120 2D 000000 A00004677808

To: CU 1781611 1593 251 SH325 0 050120 2D 000000 A00004677808

9105AG:

From: BV 1781804 8RZ3 251 S3251 0 050120 2D 000000 A00004673255

To: CT 1781804 8RZ3 251 S3251 0 050120 2D 000000 A00004673255

9105AH:

From: BW 1781611 1593 251 SH325 0 050120 2D 000000 A00004677808

To: CU 1781611 1593 251 SH325 0 050120 2D 000000 A00004677808

The total amount of funds obligated to the task is hereby decreased from \$47,306,929.62 by \$1,495,380.00 to \$45,811,549.62.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7105AF	SCN	3,040,000.00	(3,040,000.00)	0.00
7105AJ	RDT&E	229,000.00	170,000.00	399,000.00
7105AK	O&MN,N	970,000.00	142,633.00	1,112,633.00
7105AL	O&MN,N	280,000.00	221,000.00	501,000.00
7105AX	Fund Type - OTHER	0.00	105,987.00	105,987.00
7105AY	O&MN,N	0.00	1,000,000.00	1,000,000.00
9105AH	SCN	160,000.00	(160,000.00)	0.00
9105AN	O&MN,N	85,000.00	6,000.00	91,000.00
9105AP	O&MN,N	13,500.00	9,000.00	22,500.00
9105AX	O&MN,N	0.00	50,000.00	50,000.00

The total value of the order is hereby increased from \$47,712,965.13 by \$0.00 to

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\$47,712,965.13.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7105AA	0.00	1,400,380.00	1,400,380.00
7105AF	3,040,000.00	(3,040,000.00)	0.00
7105AJ	229,000.00	170,000.00	399,000.00
7105AK	970,000.00	142,633.00	1,112,633.00
7105AL	280,000.00	221,000.00	501,000.00
7105AX	0.00	105,987.00	105,987.00
7105AY	0.00	1,000,000.00	1,000,000.00
9105AA	0.00	95,000.00	95,000.00
9105AH	160,000.00	(160,000.00)	0.00
9105AN	85,000.00	6,000.00	91,000.00
9105AP	13,500.00	9,000.00	22,500.00
9105AX	0.00	50,000.00	50,000.00

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

CLIN/SLIN	From	To
7105AX		2/15/2019 - 9/13/2019
7105AY		2/15/2019 - 9/13/2019
9105AX		2/15/2019 - 9/13/2019

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Base Year Labor - Tasks 1 - 6 See Note: A and D (Fund Type - TBD)		LH			\$0.00
7001	R425	CLIN 7001 was combined with CLIN 7000. This CLIN will not be funded. (Fund Type -TBD)		LH			\$0.00
7002	R425	CLIN 7002 was combined with CLIN 7000. This CLIN will not be funded. (Fund Type -TBD)		LH			\$0.00
7003	R425	CLIN 7003 was combined with CLIN 7000. This CLIN will not be funded. (Fund Type -TBD)		LH			\$0.00
7004	R425	Surge Labor See Note: A, B, E, and F (Fund Type - TBD) Option		LH			\$0.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7005		CDRLS, Not Separately Priced, See Note: G		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7006		The following priced SLINs provide funding for tasking under CLIN 7000. The contractor shall invoice the priced SLINs IAW Section G.					\$20,750,502.13
7006AA	R425	T-AO Class Program Management - Task 3 2410(a) Authority Invoked (RDT&E)		LO			\$65,063.00
7006AB	R425	T-ATS Engineering Support - Task 2 De-obligation part of MOD 10: Funding from \$394,815 by (\$50,000) to \$344,815. (RDT&E) (RDT&E)		LO			\$344,815.00
7006AC	R425	CHAMP Program Management - Task 2		LO			\$80,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(RDT&E)					
7006AD	R425	T-AO Class Program Management - Task 2 DEOBLIGATED \$544,000.00 OF \$544,000.00 ON MOD3. (RDT&E)		LO			\$0.00
7006AE	R425	T-AO Engineering, Prog. Management - Task 1 - 6 (SCN)		LO			\$5,100,000.00
7006AF	R425	ILS Support for NAVOCEAN Craft & Boats - Task 1 & 2 2410(a) Authority Invoked (O&MN,N)		LO			\$138,077.00
7006AG	R425	Engineering and Program Management - Task 1 & 2 2410(a) Authority Invoked (O&MN,N)		LO			\$100,000.00
7006AH	R425	Engineering and Program Management - Task 1 & 2 2410(a) Authority Invoked (OPN)		LO			\$32,577.00
7006AJ	R425	Engineering and Program Management - Task 1 & 2 2410(a) Authority Invoked (OPN)		LO			\$13,417.00
7006AK	R425	FMS Admin - Task 1 2410(a) Authority Invoked (FMS Case #00-0-000)		EA			\$413,123.00
7006AL	R425	YTT ROH/SLEP Engineering Support - Task 1 (RDT&E)		EA			\$483,000.00
7006AM	R425	10 USC 2410(a) Authority is hereby invoked. FUNDING IN SUPPORT OF ENGINEERING AND PROGRAM MANAGEMENT FY18 O&MN,N. Funding increase from \$69,000 by \$270,000 to \$339,000 on MOD 6. Funding increase from \$339,000 by \$212,787 to \$551,787 on MOD 9. (O&MN,N)	10	LO			\$551,787.00
7006AN	R425	10 USC 2410(a) Authority is hereby invoked. Funding in	10	LO			\$1,308,589.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		support of ENGINEERING AND PROGRAM MANAGEMENT. FY18 O&MN,N. Funding increase from \$119,120 by \$620,000 to \$739,120 on MOD 5. Funding increase from \$739,120 by \$115,000 to \$854,120 on MOD 6. Funding increase from \$854,120 by \$454,469 to \$1,308,589 on MOD 8. (O&MN,N)					
7006AP	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management FY 18 O&M,N. Funding increase from \$354,000 by \$95,000 to \$449,000 on MOD 8. Funding increase from \$449,000 by \$279,965 to \$728,965 on MOD 9. (O&MN,N)		LO			\$725,965.00
7006AQ	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of NOAA NAV Program Management FY18 O&M,N. Funding increase from \$50,000 by \$320,000 to \$370,000 on MOD 6. (O&MN,N)		LO			\$370,000.00
7006AR	R425	Funding in support of T-ATS Engineering and Prog Mgmt FY16 SCN. (SCN)		LO			\$925,000.00
7006AS	R425	Funding in support of Engineering FY 96/00 NDSF. (Fund Type - OTHER)		LO			\$250,000.00
7006AT	R425	Funding in support of Engineering and Program Management FY 16 OPN. (OPN)		LO			\$25,000.00
7006AU	R425	Funding in support of Engineering and Program Management FY 16 OPN. (OPN)		LO			\$67,000.00
7006AV	R425	Funding in support of FMS CASE 89-P-GAA		LO			\$200,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		CAMRI PROGRAM. (Other Tech Assist) (FMS Case #89-P-GAA)					
7006AW	R425	Funding in support of FMS CASE BH-P-GAA BELIZE. (Other Tech Assist) (FMS Case #BH-P-GAA)		LO			\$38,000.00
7006AX	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of FMS Admin (FY18). (FMS Case #00-0-000)		LO			\$354,000.00
7006AY	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management FY 18 O&M,N. (O&MN,N)		LO			\$186,300.00
7006AZ	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of T-AO Class Program Management FY 17 RDT&E. (RDT&E)		LO			\$220,823.00
7006BA	R425	Funding in support of Engineering and Program Management FY 18 OPN. (OPN)		LO			\$509,387.00
7006BB	R425	Funding in support of FMS CASE LE-P-SAA. (FMS Case #LE-P-SAA)		LO			\$118,000.00
7006BC	R425	Funding in support of FMS CASE AL-P-LAG. (FMS Case #AL-P-LAG)		LO			\$75,600.00
7006BD	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management FY18 O&M,N. (O&MN,N)		LO			\$260,000.00
7006BE	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management FY18 O&M,N. (O&MN,N)		LO			\$357,653.00
7006BF	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management		LO			\$25,161.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		FY16 OPN. (Fund Type - OTHER)					
7006BG	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Integrated Logistics Management (OCF Army) FY 16 OPN. Funding decreased from \$90,057.00 by (\$5,357.00) to \$84,700.00 on MOD 14. (Fund Type - OTHER)		LO			\$84,700.00
7006BH	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management FY 18 O&M,N. (O&MN,N)		LO			\$193,000.00
7006BJ	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management FY18 OCF. (O&MN,N)		LO			\$276,245.50
7006BK	R425	Funding in support of Engineering and Program Management FY18 RDT&E,N. Funding increase from \$700,000 by \$3,750,169.88 to \$4,450,169.88 on MOD 10. (RDT&E)Funding decrease from \$4,450,169.88 by (\$1,630,000) to \$2,820,169.88. (RDT&E)		LO			\$2,820,169.88
7006BL	R425	Funding in support of Engineering and Program Management FY OCF. (WCF)		LO			\$19,000.00
7006BM	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Service Craft & Engineering FY 18 O&M,N. (O&MN,N)		LO			\$858,400.00
7006BN	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management FY 18. (WCF)		LO			\$4,384.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7006BP	R425	Funding in support of Engineering and Program Management FY 18 SCN. (SCN)		LO			\$145,000.00
7006BQ	R425	Funding in support of Engineering and Program Management FY 18 RDT&E. (RDT&E)		LO			\$685,333.00
7006BR	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management. (O&MN,N)		LO			\$73,382.75
7006BS	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management. (RDT&E)		LO			\$80,750.00
7006BT	R425	Funding in support of Program Management. (RDT&E)		LO			\$725,000.00
7006BU	R425	Funding in support of Program Management. (SCN)		LO			\$1,446,800.00
7006BV	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management. Funding decreased from \$73,052.40 by (\$73,052.40) to \$0 on MOD 14. (Fund Type - OTHER)		LO			\$0.00
7100	R425	Option Year 1 Labor - Tasks 1 - 6 See Note: A, B, and D (Fund Type - TBD)		LH			\$0.00
7101	R425	CLIN 7101 was combined with CLIN 7100. This CLIN will not be funded. (Fund Type - TBD) Option		LH			\$0.00
7102	R425	CLIN 7102 was combined with CLIN 7100. This CLIN will not be funded. (Fund Type - TBD) Option		LH			\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7103	R425	CLIN 7103 was combined with CLIN 7100. This CLIN will not be funded. (Fund Type - TBD) Option		LH			\$0.00
7104	R425	Surge Labor, Option Year 1 See Note: A, B, E, and F (Fund Type - TBD) Option		LH			\$0.00
7105		Option Year 1 Labor - Tasks 1 - 6					\$21,720,184.75
7105AA	R425	Option Year 1 Labor - Tasks 1 - 6 (Fund Type - TBD)		LO			\$1,400,380.00
7105AB	R425	Funding in support of Sao Tome Mobile Repair Team (TP-P-JAB) (FMS Case #TP-P-JAB)		LO			\$75,600.00
7105AC	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of FMS Program Support (FMS Admin) (FMS Case #00-0-000)		LO			\$500,000.00
7105AD	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Program Management. (O&MN,N)		LO			\$238,000.00
7105AE	R425	Funding in support of Engineering and Program Management. (SCN)		LO			\$1,037,000.00
7105AF	R425	Funding in support of Engineering and Program Management. Funding decreased from \$3,040,000 by \$3,040,000 to \$0 on MOD 15. (SCN)		LO			\$0.00
7105AG	R425	Funding in support of Port Engineer in support of Lebanon (LE-P-SAA). Funding decreased from \$452,000 by \$452,000 to \$0 on MOD 12. (FMS Case #LE-P-SAA)		LO			\$0.00
7105AH	R425	Funding in support of Port Engineer in		LO			\$452,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		support of Lebanon (LE-P-SAA). (FMS Case #LE-P-SAA)					
7105AJ	R425	Funding in support of Engineering and Program Management FY 19 RDT&E. Funding increase from \$229,000.00 by \$170,000.00 to \$399,000.00 on MOD 15. (RDT&E)		LO			\$399,000.00
7105AK	R425	Funding in support of Engineering and Program Management. Funding increase from \$164,000.00 by \$806,000.00 to \$970,000.00 on MOD 14. Funding increase from \$970,000.00 by \$142,633.00 to \$1,112,633.00 on MOD 15. (O&MN,N)		LO			\$1,112,633.00
7105AL	R425	Funding in support of Engineering and Program Management. Funding increase from \$90,000.00 by \$190,000.00 to \$280,000.00 on MOD 14. Funding increase from \$280,000.00 by \$221,000.00 to \$501,000 on MOD 15. (O&MN,N)	1.0	LO			\$501,000.00
7105AM	R425	Funding in support of Engineering and Program Management. Funding increase from \$550,000.00 by \$7,582,200.00 to \$8,132,200.00 on MOD 14. (RDT&E)		LO			\$8,132,200.00
7105AN	R425	Funding in support of Engineering and Program Management. (RDT&E)		LO			\$180,000.00
7105AP	R425	Funding in support of Engineering and Program Management. (SCN)		LO			\$817,750.00
7105AQ	R425	Funding in support of Program Management. FMS CASE 89-P-GAA		LO			\$230,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		CAMRI INTEGRATOR (FMS Case #89-P-GAA)					
7105AR	R425	Funding in support of Engineering. FMS CASE CI-P-SAK AHSV FOR CHILE. Funding increase from \$27,000.00 by \$15,250.00 to \$42,250.00 on MOD 14. (FMS Case #CI-P-SAK)		LO			\$42,250.00
7105AS	R425	Funding in support of Program Management T-AO Test & Evaluation FY19 RDT&E. (RDT&E)		LO			\$160,000.00
7105AT	R425	Funding in support of T-AO Pr. Mgmt, Eng, Log, Design Site, and PME. (SCN)		LO			\$4,106,150.00
7105AU	R425	Funding in support of Engineering and Program Management FY19 OMN - USNA Life Cycle Support. (O&MN,N)		LO			\$150,000.00
7105AV	R425	Funding in support of Engineering and Program Management FY19 OMN - NECC Life Cycle Management. (O&MN,N)		LO			\$230,308.00
7105AW	R425	Funding in support of Engineering and Program Management FY18 OPN - Small Boats. (OPN)		LO			\$849,926.75
7105AX	R425	Funding in support of NSRP Program Management. (Fund Type - OTHER)		LO			\$105,987.00
7105AY	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management - NOAA. (O&MN,N)		LO			\$1,000,000.00
7200	R425	Option Year 2 Labor - Tasks 1 - 6 (Fund Type - TBD) Option		LH			\$24,559,743.00
7201	R425	CLIN 7201 was combined with CLIN 7200. This CLIN will not be funded. See Note: A,		LH			\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		B, and D (Fund Type - TBD)					
		Option					
7202	R425	CLIN 7202 was combined with CLIN 7200. This CLIN will not be funded. See Note: A, B, and D (Fund Type - TBD)		LH			\$0.00
		Option					
7203	R425	CLIN 7203 was combined with CLIN 7200. This CLIN will not be funded. See Note: A, B, and D (Fund Type - TBD)		LH			\$0.00
		Option					
7204	R425	Surge Labor, Option Year 2. See Note: A, B, E, and F (Fund Type - TBD)		LH			\$2,455,974.00
		Option					
7300	R425	Option Year 3 Labor - Tasks 1 - 6 See Note: A, B, and D (Fund Type - TBD)		LH			\$24,820,187.00
		Option					
7301	R425	CLIN 7301 was combined with CLIN 7300. This CLIN will not be funded. See Note: A, B, and D (Fund Type - TBD)		LH			\$0.00
		Option					
7302	R425	CLIN 7302 was combined with CLIN 7300. This CLIN will not be funded. See Note: A, B, and D (Fund Type - TBD)		LH			\$0.00
		Option					
7303	R425	CLIN 7303 was combined with CLIN 7300. This CLIN will not be funded. See Note: A, B, and D (Fund Type - TBD)		LH			\$0.00
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7304	R425	Surge Labor, Option Year 3. See Note: A, B, E, and F (Fund Type - TBD) Option		LH			\$2,482,019.00
7400	R425	Option Year 4 Labor - Tasks 1 - 6 See Note: A, B, and D (Fund Type - TBD) Option		LH			\$23,824,458.00
7401	R425	CLIN 7401 was combined with CLIN 7400. This CLIN will not be funded. See Note: A, B, and D (Fund Type - TBD) Option		LH			\$0.00
7402	R425	CLIN 7402 was combined with CLIN 7400. This CLIN will not be funded. See Note: A, B, and D (Fund Type - TBD) Option		LH			\$0.00
7403	R425	CLIN 7403 was combined with CLIN 7400. This CLIN will not be funded. See Note: A, B, and D (Fund Type - TBD) Option		LH			\$0.00
7404	R425	Surge Labor, Option Year 4. See Note: A, B, E, and F (Fund Type - TBD) Option		LH			\$2,382,445.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC in support of Base Year See Note: C Increase ceiling from \$1,800,819.00 by \$1,200,000.00 to \$3,000,819.00 on MOD 7. (Fund Type - TBD)	1.0	LO	\$406,035.51
9001		The following priced SLINs provide funding for tasking under CLIN 9000. The contractor shall invoice the priced SLINs IAW Section G.			\$2,665,750.74
9001AA	R425	T-AO Class Program Management - Task 2 DEOBLIGATED \$20,000.00 OF \$20,000.00 ON MOD 3. (RDT&E)	1.0	LO	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001AB	R425	T-AO Engineering, Prog. Management - Task 1 - 6 (SCN)	1.0	LO	\$510,000.00
9001AC	R425	YP-SLEP Integrated Logistics Support - Task 3 (SCN)	1.0	LO	\$280,000.00
9001AD	R425	ILS Support for NAVOCEAN Craft & Boats - Task 1 & 2 2410(a) Authority Invoked (O&MN,N)	1.0	LO	\$7,500.00
9001AE	R425	Engineering and Program Management - Task 1 & 2 2410(a) Authority Invoked (O&MN,N)	1.0	LO	\$380,569.00
9001AF	R425	YTT ROH / SLEP Engineering Support - Task 1 (RDT&E)	1.0	LO	\$35,000.00
9001AG	R425	10 USC 2410(a) Authority is hereby invoked. FUNDING IN SUPPORT OF ENGINEERING AND PROGRAM MANAGEMENT, FY18 O&MN,N. Funding increase from \$7,000 by \$30,000 to \$37,000 on MOD 6. Funding increase from \$37,000 by \$23,643 to \$60,643 on MOD 9. (O&MN,N)	1.0	LO	\$60,643.00
9001AH	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of ENGINEERING AND PROGRAM MANAGEMENT, FY18 O&MN,N. Funding increase from \$6,270 by \$40,000 to \$46,270 on MOD 5. Funding increase from \$46,270 by \$10,000 to \$56,270 on MOD 6. Funding increase from \$56,270 by \$23,000 to \$79,270 on MOD 8. (O&MN,N)	1.0	LO	\$79,270.00
9001AJ	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of Engineering and Program Management FY18 O&M,N. Funding increase from \$46,000 by \$5,000 to \$51,000 on MOD 8. Funding increase from \$51,000 by \$15,000 to \$66,000 on MOD 9. (O&MN,N)	1.0	LO	\$66,000.00
9001AK	R425	10 USC 2410(a) Authority is hereby invoked. 10 USC 2410(a) Authority is hereby invoked. ODC in support of NOAA NAV Program Management FY 18 O&M,N. Funding increase from \$20,000 by \$60,000 to \$80,000 MOD 6. (O&MN,N)	1.0	LO	\$80,000.00
9001AL	R425	ODC in support of T-ATS Engineering and Prog Mgmt FY16 SCN. (SCN)	1.0	LO	\$75,000.00
9001AM	R425	ODC in support of Engineering FY 96/00 NDSF. (Fund Type - OTHER)	1.0	LO	\$10,000.00
9001AN	R425	ODC in support of FMS CASE 89-P-GAACAMRI PROGRAM. (Travel) (FMS Case #89-P-GAA)	1.0	LO	\$50,000.00
9001AP	R425	ODC in support of FMS CASE BH-P-GAABELIZE SPARES. (FMS Case #BH-P-GAA)	1.0	LO	\$37,000.00
9001AQ	R425	ODC in support of FMS CASE BH-P-GAABELIZE TRAVEL. (FMS Case #BH-P-GAA)	1.0	LO	\$13,000.00
9001AR	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of FMS Admin (FY18). (FMS Case #00-0-000)	1.0	LO	\$26,000.00
9001AS	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of Engineering and Program Management FY18 O&M,N. (O&MN,N)	1.0	LO	\$46,550.00
9001AT	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of T-AO Class Program Management FY 17 RDT&E. (RDT&E)	1.0	LO	\$22,000.00
9001AU	R425	ODC in support of Engineering and Program Management FY 18 OPN. (OPN)	1.0	LO	\$30,500.00
9001AV	R425	ODC in support of FMS CASE LE-P-SAA. (FMS Case #LE-P-SAA)	1.0	LO	\$23,000.00
9001AW	R425	ODC in support of FMS CASE LE-P-SAA. (FMS Case #LE-P-SAA)	1.0	LO	\$44,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001AX	R425	ODC in support of FMS CASE AL-P-LAG. (FMS Case #AL-P-LAG)	1.0	LO	\$29,250.00
9001AY	R425	ODC in support of FMS CASE AL-P-LAG. (FMS Case #AL-P-LAG)	1.0	LO	\$87,750.00
9001AZ	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of Engineering and Program Management FY18 O&M,N. (O&MN,N)	1.0	LO	\$25,000.00
9001BA	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of Engineering and Program Management FY18 O&M,N. (O&MN,N)	1.0	LO	\$38,058.00
9001BB	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of Engineering and Program Management FY16 OPN. (OPN)	1.0	LO	\$1,215.00
9001BC	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of Integrated Logistics Management (OCF Army) FY 16 OPN. Funding decreased from \$13,585.00 by \$9,485.00 to \$4,100.00 on MOD 14. (Fund Type - OTHER)	1.0	LO	\$4,100.00
9001BD	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of Engineering and Program Management FY 18 O&M,N. (O&MN,N)	1.0	LO	\$7,000.00
9001BE	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of Engineering and Program Management FY18 OCF. (O&MN,N)	1.0	LO	\$13,812.00
9001BF	R425	ODC in support of Engineering and Program Management FY RDT&E,N. Funding increase from \$218,421.49 by \$221,578 to \$439,999.49 on MOD 10. (RDT&E)	1.0	LO	\$439,999.49
9001BG	R425	ODC in support of Engineering and Program Management FY18 OCF. (WCF)	1.0	LO	\$1,000.00
9001BH	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of Service Craft & Engineering FY18 O&M,N. (O&MN,N)	1.0	LO	\$6,600.00
9001BJ	R425	ODC in support of Engineering and Program Management FY18. (WCF)	1.0	LO	\$5,616.00
9001BK	R425	ODC in support of Engineering and Program Management FY18 SCN (SCN)	1.0	LO	\$7,250.00
9001BL	R425	ODC in support of Engineering and Program Management FY18 RDT&E (RDT&E)	1.0	LO	\$42,616.00
9001BM	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of Engineering and Program Management. (O&MN,N)	1.0	LO	\$3,862.25
9001BN	R425	10 USC 2410(a) Authority is hereby invoked. ODC in support of Engineering and Program Management. (RDT&E)	1.0	LO	\$4,250.00
9001BP	R425	Funding in support of Program Management. (SCN)	1.0	LO	\$72,340.00
9001BQ	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management. Funding decreased from \$13,150.00 by \$(13,150.00) to \$0.00 on MOD 14. (Fund Type - OTHER)	1.0	LO	\$0.00
9100	R425	ODC in support of Option Year 1 See Note: B and C (Fund Type - TBD)	1.0	LO	\$0.00
9105		The following priced SLINs provide funding for tasking under CLIN 9105. The contractor shall invoice the priced SLINs IAW Section G.			\$2,170,492.00
9105AA	R425	The following priced SLINs provide funding for tasking under CLIN 9105. The contractor shall invoice the priced SLINs IAW Section G. (Fund Type - TBD)	1.0	LO	\$95,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9105AB	R425	Funding in support of Port Engineer in support of Lebanon Travel (LE-P-SAA). Funding decreased from \$158,000 by \$158,000 to \$0 on MOD 12. (FMS Case #LE-P-SAA)	1.0	LO	\$0.00
9105AC	R425	Funding in support of Sao Tome Mobile Repair Team ODC (TP-P-JAB) (FMS Case #TP-P-JAB)	1.0	LO	\$72,750.00
9105AD	R425	Funding in support of Sao Tome Mobile Repair Team Travel (TP-P-JAB) (FMS Case #TP-P-JAB)	1.0	LO	\$52,545.00
9105AE	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of FMS Program Support (FMS Admin) (FMS Case #00-0-000)	1.0	LO	\$1,000.00
9105AF	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of FMS Program Support (FMS Admin) (FMS Case #00-0-000)	1.0	LO	\$9,000.00
9105AG	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Program Management. (O&MN,N)	1.0	LO	\$12,000.00
9105AH	R425	Funding in support of Engineering and Program Management. Funding decreased from \$160,000.00 by \$160,000.00 to \$0.00 on MOD 15. (SCN)	1.0	LO	\$0.00
9105AJ	R425	Funding in support of Port Engineer in support of Lebanon ODC (LE-P-SAA). Funding decreased from \$9,000 by \$9,000 to \$0 on MOD 12. (FMS Case #LE-P-SAA)	1.0	LO	\$0.00
9105AK	R425	Funding in support of Port Engineer in support of Lebanon ODC (LE-P-SAA). (FMS Case #LE-P-SAA)	1.0	LO	\$9,000.00
9105AL	R425	Funding in support of Port Engineer in support of Lebanon Travel (LE-P-SAA). (FMS Case #LE-P-SAA)	1.0	LO	\$158,000.00
9105AM	R425	Funding in support of Engineering and Program Management FY 19 RDT&E. (RDT&E)	1.0	LO	\$54,000.00
9105AN	R425	Funding in support of Engineering and Program Management. Funding increase from \$6,000 by \$79,000 to \$85,000 on MOD 14. Funding increase from \$85,000 by \$6,000 to \$91,000 on MOD 15. (O&MN,N)	1.0	LO	\$91,000.00
9105AP	R425	Funding in support of Engineering and Program Management. Funding increase from \$4,000 by \$9,500 to \$13,500 on MOD 14. Funding increase from \$13,500 by \$9,000 to \$22,500 on MOD 15. (O&MN,N)	1.0	LO	\$22,500.00
9105AQ	R425	Funding in support of Engineering and Program Management. (SCN)	1.0	LO	\$30,000.00
9105AR	R425	Funding in support of Engineering. FMS CASE CI-P-SAKAHSV FOR CHILE. Funding increase from \$4,800 by \$1,300 to \$6,100 on MOD 14. (FMS Case #CI-P-SAK)	1.0	LO	\$6,100.00
9105AS	R425	ODC in support of Engineering T-AGOS FY 19 RDT&E. (RDT&E)	1.0	LO	\$527,584.00
9105AT	R425	ODC in support of T-AO Design Site, PME, and Travel Support FY19. (SCN)	1.0	LO	\$904,663.00
9105AU	R425	ODC in support of Engineering and Program Management FY19 OMN - USNA Life Cycle Support. (O&MN,N)	1.0	LO	\$15,000.00
9105AV	R425	ODC in support of Engineering and Program Management FY19 OMN - NECC Life Cycle Management. (O&MN,N)	1.0	LO	\$17,150.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9105AW	R425	ODC in support of Engineering and Program Management FY18 OPN - Small Boats. (OPN)	1.0	LO	\$43,200.00
9105AX	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of Engineering and Program Management - NOAA. (O&MN,N)	1.0	LO	\$50,000.00
9200	R425	ODC in support of Option Year 2 See Note: B and C (Fund Type - TBD) Option	1.0	LO	\$1,911,644.00
9300	R425	ODC in support of Option Year 3 See Note: B and C (Fund Type - TBD) Option	1.0	LO	\$1,939,952.00
9400	R425	ODC in support of Option Year 4 See Note: B and C (Fund Type - TBD) Option	1.0	LO	\$1,972,088.00

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours for the level of effort specified in Section B to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The (HQ B-2-2015) PAYMENT OF FEE(S) (LEVEL OF EFFORT – ALTERNATE I) clause and (NAVSEA 5252.216-9122) LEVEL OF EFFORT -ALTERNATE 1 (MAY 2010) clause apply to these items.

Subcontractor Labor shall be billed under these line items.

NOTE B: OPTION

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

NOTE C: FEE INSTRUCTIONS (Applicable to all Fixed Fee Line Items)

Cost and Fee amounts for Fixed Fee CLINS can be found in the table below. Estimated hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable). If COM proposed please add necessary columns to below table.

CLIN	Qty (Hrs)	Hourly Rates		Totals	
		Estimated Cost/Hour (Rate)	Fixed Fee/Hour (FF)	Fixed Fee (Hrs* FF)	Estimated Cost (Hrs*Rate)
7000					
7004					
7100					
7104					
7200					
7204					
7300					
7304					

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740d				
7404				

NOTE D: SURGE AND SPECIAL STUDIES

If it is determined that an increased level of effort is required for any of the task areas in Section C, the Government reserves the right to exercise a "Surge" Option CLIN for additional work. The Contracting Officer may exercise this Surge Option Item by providing written notice to the Contractor at least 60 calendar days prior to exercise of the surge Option Item. All surge options shall be proposed at (1) the level-of-effort specified in Section B, (2) at the same labor mix as for base labor as specified in Section L, and (3) no deviations are allowed. These items shall be priced as Cost-Plus- Fixed-Fee (CPFF).

NOTE E: CONTRACT DATA REQUIREMENTS LIST (CDRL)

Data is "Not Separately Priced."

Price included in the price of Labor CLIN(s). Offeror shall propose \$0.00 for the Line Item(s).

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

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

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

HQ B-2-0012 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JAN 2008)

- (a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.
- (b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.
- (c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for

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underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

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

(Applicable to CLINs 7000, and if exercised CLINS 7004, 7100, 7104, 7200, 7204, 7300, 7304, 7400, and 7404.)

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

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

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

(Applicable to CLIN 9000, and if exercised CLINs 9100, 9200, 9300, and 9400)

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

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

The entire order is cost type.

Cost-Plus-Fixed-Fee CLINS: 7000, 7004, 7100, 7104, 7200, 7204, 7300, 7304, 7400 and 7404

Cost-Only CLINS: 9000, 9100, 9200, 9300, and 9400;

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

BACKGROUND

Program Executive Office, Ships (PEO Ships) provides the U.S. Navy with a single organization that concentrates knowledge, management skills, and buying power for the acquisition and modernization of non-nuclear surface ships. PEO Ships designs, builds and sustains affordable, war-ready surface combatants and associated weapons and control systems. Its mission is a critical element of the Navy's current and future warfighting capability. PEO Ships' responsibilities encompass oversight and management of research, development, systems integration, design, construction, testing, Integrated Logistics Support (ILS), Fleet introduction, lifecycle support, disposal, and Foreign Military Sales (FMS) transfer of current and future surface combatant, amphibious, auxiliary, command ships, boats, and craft. PEO Ships and its programs play an instrumental role in fighting and winning America's wars, providing the National Command Authority with combat-ready surface warships around the globe anytime and anywhere needed.

The Contractor shall support the Support Ships, Boats and Craft Program Office (PMS 325) a division under the cognizance of PEO Ships located in the Naval Sea Systems Command (NAVSEA). NAVSEA provides technical management and financial direction for the acquisition, modernization, maintenance, and inactivation of naval ships including cruisers, destroyers, strategic sealift ships, amphibious ships, auxiliary ships, special mission ships, service craft, boats, and surface targets. The Program Office, PMS 325 is responsible for the acquisition, construction, and conversion of U.S. Navy auxiliary and special mission ships, boats, and craft, as well as Foreign Military Sales (FMS), and life cycle management of boats and craft. Attachment 2 provides a PMS 325 organizational structure for bidding purposes only.

PURPOSE

The Contract shall provide professional support services in the areas of program management and strategic support, engineering and technical support, ILS management, systems integration and testing support, production management and information technology support, post-delivery support, and Government Furnished Equipment/Government Furnished Information (GFE/GFI) management support for PMS 325. The Contractor shall provide these services for all phases of DoD and FMS program acquisition, including system development and demonstration, test and evaluation, deployment, life cycle, and disposal. . Additionally, the Contractor shall be requested to directly support PEO Ships on an "as required" basis.

GENERAL REQUIREMENTS

The Contractor shall have its support team in place and fully functioning within 30 calendar days upon contract award or exercise of a contract option. During this period the Contractor shall transition the Program Office support services from the incumbent support, as required. The Contractor must execute the scope of work in a manner that provides for high quality, timely, and well-integrated support services while incorporating the proper mix and the most effective use of personnel. Requirements for program support service are provided in this Statement of Work.

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The Contractor shall advise and assist the Government, but shall not make final decisions. All tasks executed during the performance of this contract shall be at the Government's direction. The Contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. All analyses, reports, data, and deliverables produced under this contract shall be property of the U.S. Government.

The Contractor shall provide innovative, well designed, and integrated approaches to acquisition management and life cycle support for a variety of PMS 325 programs in order to provide program sponsors and stakeholders operationally superior and affordable systems. These services may require significant travel and limited performance onsite at Government, contractor, and shipyard facilities as requested. In addition, the Contractor shall provide project management, engineering, technical library management, and related disciplines at a Contractor provided site within the greater Washington, DC area.

The Contractor shall procure materials for construction/fabrication of feasibility models and mock ups, and materials in support of shipboard and laboratory testing as required. Prototype hardware items may be procured for the purpose of testing and validation of products vs. requirements.

SECURITY REQUIREMENTS

Most of the work under this contract will be UNCLASSIFIED, although portions of this work will be classified at the SECRET and TOP SECRET levels. Additionally, all Automatic Data Processing (ADP) positions required for database support must conform to SECNAVINST 5510.30 and 5510.36 requirements which identify National Agency Check guidance and ADP Position Categories. Security Requirements pertaining to "Facility" and "Personnel" are as follows:

FACILITY

The Contractor shall provide and maintain a suitable facility from which to provide on-site (15 miles of the Washington Navy Yard) conference rooms and associated facilities for holding Government sponsored meetings, teleconferencing, video conferencing, and briefings for program personnel up to CONFIDENTIAL level. The Contractor shall provide and maintain the facility and all associated public utilities, office equipment and furnishings, including access controls, custodial services, information technology (IT) networks, communications equipment, and facility and IT security. The facility shall contain conference and meeting facilities including a networked conference room with projection capability capable of seating up to at least 40 people. The facility shall provide all computer hardware (including a Navy/Marine Corp Intranet (NGEN) compatible color printer) and software required for Ethernet connections to support these task statements. The facility shall have a secure room approved for closed storage of classified material up to TOP SECRET level and for classified data processing within 60 days of contract award. The facility shall also have a conference room suitable for presentations and discussions up to TOP SECRET level within 60 days of contract award. Additionally, the Contractor shall provide offsite safe storage of all backup digital data. The Contractor shall

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provide the capability to archive and store hard copies of historical documentation, along with all other records. The Contractor shall provide the capability to receive, log, track, and store classified documents, up to TOP SECRET level, in accordance with applicable regulations. Security provisions shall include protecting Privacy Act Data & Limited Access data. Controlled access to the site is required 24 hours a day, seven days a week, during the time period the space is needed (personal security mechanisms must be in place, e.g. facility has swipe access to control access to the area). The Contractor shall ensure authorized personnel have approved access and ensure that access granted is at the appropriate level. The Contractor shall review and process requests for access to facilities under their control. The Contractor shall provide handicapped access to all facilities.

PERSONNEL

- a. All personnel performing work under this Task Order shall be U.S. citizens.
- b. All key personnel performing work under this Task Order shall possess a SECRET clearance level at the time of contract award and shall maintain a SECRET clearance level for the period of performance of the Task Order for as long as the person is performing work under this Task Order.
- c. Although non-key personnel are not required to hold a security clearance, this requirement may change depending upon any changes to the nature of the work or Government re-classifications. If the requirement arises for personnel, other than those identified above, to hold SECRET level and/or TOP SECRET level clearances, the Contractor will have 90 days from notification of this requirement to recruit and hire such personnel if they are not already on staff.
- d. All Contractor personnel attending meetings, answering Government telephones, and working in situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. The Contractor must also ensure that all documents or reports that it produces are suitably marked as Contractor products or as having Contractor input.
- e. All Contractor personnel requiring access to Government work spaces and facilities will require Government issued identification badges. The Contractor shall work with the Government point of contact identified for this effort to coordinate the paperwork for these badges. All personnel are required to display their badges above the waist at all times.
- f. When the period of performance is complete and or Contractor personnel leave this project, they will have 5 days to terminate their network user account and to return all access cards and identification badges to the Government.

PLACE OF PERFORMANCE/HOURS OF OPERATION/TRAVEL

- a. The Contractor shall provide personnel to perform services at the Contractor's facility, NAVSEA, or any other off-site locations required to complete mission goals, which may include,

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but are not limited to, the following: Washington, D.C. Metropolitan area; Pascagoula, MS; Boston, MA; San Diego, CA; Little Creek, VA; Anacortes, WA.

b. Contractor personnel who are working on-site are expected to conform to the normal working hours of the office which they support. Personnel supporting the effort off-site must be available during the core business hours of 0900-1500 local time.

c. All travel will be pre-approved in advance by the Government, and be in accordance with the Federal Travel Regulations (FTR) for travel in the contiguous United States and in accordance with the Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, and outlying areas of the United States, as well as the Federal Acquisition Regulations (FAR) reimbursed in accordance with FAR 31.205-46. In the event of any travel to areas not covered by the FTR or JTR, it shall be in accordance with the Standard Regulations.

d. 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 Washington Navy Yard.

Mileage will be reimbursed as appropriate, as it relates to the distance of the travel site from the normal place of business/support (> 50 miles).

COMMUNICATIONS

The Contractor shall have an electronic mail capability and have the necessary connectivity to communicate with the Government. Microsoft Outlook or Microsoft Outlook compatible e-mail is required in order to communicate and coordinate meetings and schedules with the Government. The Contractor shall provide e-mail addresses for all employees supporting assigned tasks.

OTHER DIRECT COSTS (ODCs)/MISCELLANEOUS SUPPLIES

In execution of day-to-day tasks the Contractor may be expected to procure incidental materials. The Contractor shall formally request approval to procure any ODCs in writing to the Government, and provide a statement of need for the item, who it was requested by, the estimated cost, the competition sought, the recommended source(s), anticipated delivery date, warranty information (as applicable), and any other relevant data. The Contractor shall not proceed with procuring any items without prior approval of the Government; the PCO may choose not to pay for items purchased without prior approval. The Contractor shall follow all marking and delivery instructions as provided by the Government. The following is a list of examples of ODCs that may be requested, but this is not an all-encompassing list and other items may be required: digital cameras to support shipbuilding production monitoring and quality assurance, GFE damage, etc.; camera memory cards; projectors and other consumables (i.e., notepads and paper) to be used at Government-sponsored events/conferences; leasing of warehouse facilities for storage; software for new or special projects; package shipping costs; and miscellaneous consumables as requested by the Government.

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STATEMENT OF WORK

1.1 TASK AREA 1 - PROGRAM MANAGEMENT

1.1.1 The Contractor shall provide programmatic support for current programs' objectives and acquisition strategies, professional program/project management and technical support service including programmatic services, technical services, procurement documentation development, financial, logistics and administrative, trial, special projects, and conference support. The Contractor shall provide executive, analytical, management and administrative support including, but are not limited to, the following: coordination of management office operations including management of records, schedules and correspondence; analytical support; deliverables tracking; task management; and assistance in the development of milestones and objectives for current programs. Specific requirements will be defined by Technical Instruction for each task.

1.1.2 The Contractor shall assist in development, maintenance, and preparation of briefings, attend meetings, prepare minutes, and research and prepare responses to action items. Examples are, but are not limited to, the following:

- Quarterly Program and/or Progress Reviews (QPRs)
- Milestone Reviews, Gate Reviews, or Resources Requirements Review Board.
- Shipbuilder Program Reviews, including Post-Award Conferences and logistics meetings.
- Foreign Customer Program Management Reviews (PMRs) and Financial Management Reviews (FMRs).

1.1.3 The Contractor shall have in-depth knowledge in the preparation of program documentation. Examples are, but are not limited to, the following:

- Acquisition program documentation from Acquisition Category (ACAT) I through Non-ACAT programs
- Provide expert knowledge in the preparation of documentation such as performance specifications, CDRLs, Environmental, Health and Safety Analyses; Manpower, Personnel and Training Analyses.
- Provide or develop lessons learned from historical data

Assist in the development of Government Furnished Equipment (GFE), Government Furnished Services, Government Furnished Information (GFI) acquisition documentation, plans, budgets and schedules

1.1.4 The Contractor shall assist in the preparation and review of technical proposals, and technical contract modifications, excluding cost factors. Examples are, but are not limited to, the following:

- Contract modifications such as Engineering Change Requests/Proposals (ECRs/ECPs)
- Alterations (BoatAlt, ShipAlt) and /or Liaison Alteration Requests (LAR) to resolve equipment/configuration issues and identify updates to associated technical manuals and fleet training.
- Sources Sought (Requests for Information)

1.1.5 The Contractor shall perform and assist the management of technical studies, design review, problem resolution, and life-cycle monitoring work.

1.1.6 The Contractor shall evaluate issues and provide recommendations related to ship/craft /boat, ship system, and information system cost, schedule, and performance.

1.1.7 The Contractor shall have in-depth knowledge in GSA contract procurement procedures, requirements to be able to assist with the development of, associated procurement

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documentation.

1.1.8 The Contractor shall review ECR/ECPs to identify GFE/GFI impacts to ensure complete and accurate GFE weights and costs markups are included.

1.1.9 The Contractor shall have in-depth knowledge in the support of FMS ship, craft, and boat programs to support the following efforts:

- Provide programmatic support for the development and execution of Letters of Offer and Acceptance (LOAs), Modifications, and Amendments in support of the design, acquisition, refurbishment, transfer, overhaul and repair, technical support, test and evaluation, transportation, training, life cycle, spares procurement and in-country logistics for FMS ship, craft, and boat programs in support of case development.
- Research, produce, maintain and enter financial and end item cost data into database(s) that assist in the preparation of reports specific to the needs of the individual purchaser, e.g. Ship Material Delivery Report (SMDR), multiagency task reporting databases, case management tracking systems as they relate to life cycle project management, case management and follow on support activities.
- Provide programmatic support for all International Traffic in Arms Regulations (ITAR) issues related to the export and import of defense-related articles and services.
- Provide overarching budget support in all areas of FMS Security Assistance Program and Budgeting Review (SAPBR), with particular focus on program planning and analysis, budget preparation and justification, and the presentation of this data in various formats.

1.1.10 The Contractor shall, as part of administrative support, set-up (as required) and assist in maintaining databases. Databases include, but are not limited to, the following:

- Budget/financial databases
- Management and operations databases
- Contract delivery/trial status schedules
- Activity and action item tracking/coordination
- Point of Contact list
- Inventory lists
- Procurement tables
- Field Activity Tasking Letters
- Action item lists

1.1.11 The Contractor shall perform program risk assessments and analyses. Examples are, but are not limited to, the following:

- Determine and quantify risk areas.
- Risk management of program objectives.
- Risk analyses recommendations.
- Risk mitigation and monitoring through metrics.
- Tracking each program's technical, programmatic and schedule risks.
- Research risk lessons learned from other ship, craft, and boat acquisition and life cycle programs to determine if can be applied to current programs.

1.1.12 The Contractor shall advise, assist and prepare recommendations to the Program Office. Examples are, but are not limited to, the following:

- Business case analyses
- Cost/Benefit tradeoff studies
- Market Surveys
- Cost as an Independent Variable (CAIV) principles

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- Human factors issues
- Total ownership cost initiatives (such as ship manning reductions, workload simplification, elimination of redundancies, etc.)

1.1.13 The Contractor shall prepare draft production analyses for all acquisition and life cycle programs. Examples are, but are not limited to, the following:

- Physical progress, design progress and material procurement
- Schedule realism
- Integrated master schedule
- Shipbuilder's process and progress measurement
- Quality assurance
- Testing and Evaluation

1.1.14 The Contractor shall have in-depth knowledge of USN Standard Boats, Craft, and other boat program management to support the following effort:

- The Contractor shall have in-depth knowledge in the use of the Naval Vessel Register (NVR) and the Craft and Boat Support System (CBSS) to input and extract data required for routine in-service support and annual end-of-year reconciliation.
- The Contractor shall prepare and/or assist in the preparation and processing of a new and/or revised NAVSEA and OPNAV instructions delineating procedures for administering service craft and boats.
- The Contractor shall assist in researching, developing, coordinating, preparing, and reviewing procurement documentation for new boat, service craft & seaborne target procurements. In order to perform this task, the Contractor shall be familiar with effective editions of the following directives: FAR/DFARS regulations, DoD 5000, DoD 5000.2, SECNAVINST 5000.2, and GSA acquisition guidelines.
- The Contractor shall have in-depth knowledge of ship, craft, and boat acquisition and life cycle procedures to assist in the development of: Strategic Plans; POA&Ms; POM & PR documents; mission needs; program studies/analyses; requirements definition and analysis; and associated procurement documentation.
- The Contractor shall have in-depth knowledge in commercial boat, service craft & seaborne target design and building practices, American Boat & Yacht Council (ABYC) Standards, US Coast Guard regulations, American Bureau of Shipping (ABS) Rules, Institute of Electrical and Electronics Engineers (IEEE) standards, and other industry standards to assist in the development of Strategic Plans, POA&Ms, POM & PR documents, mission needs, program studies/analyses, requirements definitions and analysis, and associated procurement documentation.
- The Contractor shall provide support for internal and external conferences and trade shows as required by the Government. Trade show support includes providing assistance with designing, storing, transporting, setting-up and manning a Program Office booth.
- The Contractor shall assist (at the working level) with resource sponsors (OPNAV), SYSCOMS/PEOs, other SPMs, Fleet Commanders, TYCOMs, Regional Commanders, Custodians, Planning Yards and the CFA to investigate boat, service craft or seaborne target inventory shortfalls and coordinate resolutions for action items. The Contractor shall assist in researching and preparing responses for in-service boat allowance, transfer, and miscellaneous boat, service craft or seaborne target technical issues submitted by the fleet, TYCOMs, Regional Commanders, Custodians or the CFA.
- The Contractor shall assist in service craft inventory management functions including but not

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limited to preparing documentation for: SABAR validation, material inspection, overhaul deferral, re-designation, custody transfer, strike, and disposal. The Contractor shall organize and maintain Service Craft ShipAlt files and Ship Alteration Record (SAR) files.

- The Contractor shall provide assistance in planning, programming and budgeting within the context of the Service Craft Modernization Program (SCMP).
- The Contractor shall support planning, development, and execution of training on craft and craft equipment/systems including Navy Training Systems Plans (NTSPs).
- The Contractor shall assist in the review of boat and craft technical documentation, drawings, and calculations.

1.1.15 The Contractor shall provide program support for USN Boat and Craft Programs Life Cycle Management (LCM). Examples are, but are not limited to, the following:

- Budgeting for LCM planning and modernization
- Life cycle sustainment, engineering, and maintenance planning
- Integrated Logistics Support (ILS) planning and maintenance
- Configuration control
- Man power and training analysis
- Supply support planning

1.1.16 The Contractor shall assist the execution, management and measure of effectiveness of USN Boat and Craft Sustainment Engineering (SE) efforts for Planning Yard (PY) and In-Service Engineering Agents (ISEA), Technical Support Activity (TSA) functions and the Technical Manual Maintenance Activity (TMMA).

1.1.17 The Contractor shall also provide technical expertise to assist USN Boat inventory and configuration support services for stock boat management, inventory management, inspection and maintenance of stock boats and stock boat modernization and overhaul.

1.1.18 The Contractor shall provide the following support for boats and boat systems as identified by the TOA IAW SECNAV INSTRUCTION 5400.15C, OPNAV INST 4780.6F, S9086-TX-STM-010 Chapter 583, Navy Boat and Combatant Craft (NBCC) Life Cycle Sustainment Plans (LCSP), relevant boat and boat system modernization plans, and NBCC Configuration Control Board (CCB) Plans and Charters:

- Life Cycle Management
- Planning Yard Support
- Configuration Management
- Total Ownership Cost (TOC) Management by performing the following: Operational Requirements Planning (Feedback to Acquisition), LCSP Process Improvement, Capacity Planning (Ao, Commodity-User Analysis & TOA Analyses), Optimization Modeling, Total Ownership Cost Analysis, and Facility Analysis and Planning.
- In-Service Engineering Agents (ISEA) Fleet Technical Representatives, Subject Matter Expertise (SME), including providing the following support: Direct Fleet Support, Troubledesk Services, Global Distance Support Center (GDSC) & Navy Anchor Desk services, In-Service Engineering Services, Integrated Logistic Support Services, Field Service Representative (FSR) Services and Cross-Functional Team/Integrated Product Team Participation.
- Maintenance Planning & Support by developing, revising and performing the following: NBCC Class Maintenance Planning (CMP), Modernization Planning (MP), Material Maintenance Management System (3M) Updates, Planned Maintenance System (PMS)/Reliability Centered Maintenance (RCM) analysis, Supply Support System Reconciliation, Port Engineering Services, Technical Feedback Report (TFBR) services, MFOM Database (Defense Readiness

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Reporting System - Navy, DRRS-N input) services, Repair/Overhaul (ROH) & Integrated Logistics Overhaul (ILO) Planning, Reliability, Availability and Maintainability Analysis (RAM) analysis, Condition-Based Maintenance Planning/CBM PLUS, Level Of Repair Analysis (LORA)/Source Of Repair Analysis (SORA), Special Engine/Propulsion Tooling Planning, Engine/Propulsion System Handling Equipment Planning, Boats & Craft Test, Maintenance and Diagnostic Equipment (TMDE) Planning

- Training & Operational Planning by developing, revising and performing the following: Navy Training Systems Planning (NTSP), Crew Familiarization/Indoctrination, Training Curriculum development, Training Aid development, Facilities and Simulator validations.
- Boat Inventory Management/Craft & Boat Support System (CBSS) and Boat Allowance (Table Of Allowance, TOA) and boat/boat systems inventory management support engineering Services.
- Port Engineering Services and products to execute intermediate and depot level maintenance, overhaul, and modernization availabilities for boats and boat systems in accordance with configuration management, maintenance/overhaul and modernization policies and procedures.

2.1 TASK AREA 2 - ENGINEERING

2.1.1 The Contractor shall provide engineering/technical support for concept studies; feasibility studies; preliminary design activities; contract design activities; detail design and construction activities; independent design reviews; In-service ship design and engineering activities; shipboard installation support; and special studies related to ship/craft/boat, ship systems and/or shipboard equipment.

2.1.2 The Contractor shall conduct reliability, maintainability, availability, transportability, hazard, environmental, occupational health, safety, risk analyses, and other system engineering analyses. The Contractor shall provide reports, plans, and other substantiating documentation as required.

2.1.3 The Contractor shall facilitate and provide required technical information expertise to IPTs, special advisory boards, off-sites, working groups and audit teams.

2.1.4 The Contractor shall provide support in the development, analysis, testing and certification of materials and their application.

2.1.5 The Contractor shall provide demonstrated naval architecture and in-depth engineering support in the Hull, Mechanical & Electrical (HM&E), Command, Control, Communications, Computers & Intelligence (C4I), and mission equipment and systems installed aboard ships, craft, boats, targets, including Combat Logistics Fleet (CLF), Special Mission Ship classes, and FMS ships/craft/boats.

2.1.6 The Contractor shall provide in-depth, support in integration of mission systems and equipment including ocean surveillance, oceanographic research, ocean survey, underway replenishment, towing, salvage, cargo/weapons elevators, material storage, and material handling.

2.1.7 The Contractor shall provide support to Human Systems Integration across all ships/system boundaries and interfaces. Emphasis shall be on but are not limited to human factors engineering, human performance, manpower, personnel, survivability, system safety, training and quality of life related to ship and/or system design.

2.1.8 The Contractor shall provide support for environmental and system safety. Examples are, but are not limited to, the following:

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- Assist and prepare recommendations to the programmatic and technical authority who implement DoD, SECNAV, OPNAV, and NAVSEA system environmental and safety requirements and policies.
- Provide system safety input to the program's Systems Engineering Plan, Programmatic Environment Safety and Health Evaluation, system requirements, statements of work/statements of objectives, and requests for proposals.
- Review contractor delivered safety products and provide feedback on adequacy, gaps, and issues.
- Develop required program documents such as the System Safety Program Plan (SSPP) and the Hazardous Materials Management Program Plan (HMMP).

2.1.9 The Contractor shall efficiently manage design and design integration using 2-D computer aided design tools, 3-D product modeling tools, structural, hydrodynamic, and various engineering software tools.

2.1.10 The Contractor shall provide total ship survivability engineering support to either generate and/or provide design requirements for ship susceptibility and survivability. The Contractor shall assist in development and selection of ship protection features to ensure ship meets the survivability requirements.

2.1.11 The Contractor shall draft, analyze, review, and provide recommendations on test and evaluation program planning, installation, testing, and execution documentation, and participate in the various test and trials events.

2.1.12 The Contractor shall attend, participate in, and support ship, boat, service craft or seaborne target trials as requested by the Government. Trials include, but are not limited to, Builder's Trials (BT), Acceptance Trials (AT), and Final Contract Trials (FCT). The Contractor shall prepare and/or review trial schedules, announce trial dates to all cognizant Government and commercial personnel, and prepare minutes for trial card conferences. The Contractor shall participate in the trial and shall assist in the resolution and tracking of trial card action items as required.

2.1.13 The Contractor shall review, maintain and make recommendations with regard to engineering plans, program records, technical manuals, design histories, design configurations, databases, regulatory body and other documents. The Contractor shall maintain a digital technical library and database.

2.1.14 The Contractor shall evaluate issues and historical background to provide recommendations related to regulatory body issues (example: American Bureau of Shipping (ABS)); review and provide recommendations on total commercial ship and ship system performance specification and design and certification issues; and maintain a legacy specification or requirements document incorporating lessons learned over the course of the program.

2.1.15 The Contractor shall provide digital engineering support services, which include Computer Aided Design, Computer Aided Engineering, renderings, and modeling and simulation-based analyses.

2.1.16 The Contractor shall undertake special studies in support of emerging requirements or to address customer technical issues. This may require technical assistance in procurement, in-process design reviews, trial installations, Technical Evaluation (TECHEVAL), Operational Evaluation (OPVAL), and test results analyses. This contract is not to be construed as hardware procurement. Material and hardware may be procured under this contract for prototyping and demonstration of shipboard installations only subject to Government approval.

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2.1.17 Deleted

2.1.18 The Contractor shall support Service Craft Planning Yard and In-Service Engineering Agent (ISEA), functions including development and processing of Liaison Action Requests (LARs), Ship Alteration Records (SARs), SHIPALT drawings, Cost Estimates, Work Packages, and Technical Feedback Reports. The Contractor shall provide technical support to craft and boat custodians/end users including on-site troubleshooting, as necessary.

2.1.19 The Contactor shall assist the Cybersecurity Information Systems Security Engineer (ISSE) by providing Program Office personnel with security and mission assurance for the IT systems and the ships, boats, crafts, and targets acquired by PMS 325. The Contractor will prepare Cybersecurity plans and related documentation, prepare statements of work and data deliverables for implementing cybersecurity in solicitations, perform risk assessments, and report shipyard compliance and implementation of cybersecurity requirements.

2.1.20 The Contactor shall provide services in support of FMS ship, craft, and boat programs. In particular the contractor shall perform the following tasks to be conducted in CONUS at Contractor or Government Facilities and overseas via Mobile Teams:

- Assist with site surveys, ship checks, and craft/boat condition assessment reports
- Assist with inspection, troubleshooting, problem resolution and support acceptance testing services for hull, mechanical, electrical, and electronic systems/equipment on ships, craft, and boats
- Assist with installation support, and bench-testing of communication and electronics equipment, including resolution of emergent technical issues
- Assist and participate in ship, craft, and boat testing and sea trial services
- Provide support, including any incidental facilities required in CONUS, required for staging ship, craft, and boat materials, spares and repair parts
- Provide engineering and assessment services to support repair efforts within CONUS and overseas, including defining required material, repair parts, and spare parts
- Assist with assessment of country specific maintenance, repair and logistics capabilities
- Contractor shall provide up to two(2) personnel capable of training 6-20 personnel on operation and maintenance procedures of boats and engines in-country. Contractor's will be given 90 days' notice prior to the need to deploy any MTT.
- Assist with development of ship, craft, and boat special tools, repair parts, and spare parts lists
- Develop, review, and review ship, craft, and boat and systems/equipment technical manuals and related logistics documentation.

3.1 TASK AREA 3 - LOGISTICS MANAGEMENT& INTEGRATED SUPPORT

3.1.1 The Contractor shall assist in the planning, execution, integration and oversight of all Integrated Logistics Support (ILS) activities and projects, and shall provide ILS expertise to assist in developing innovative process improvements and solutions. The Contractor shall provide expertise in commercial ship, US Navy ship, and FMS requirements pertaining to ship supportability issues including life cycle support as they relate to DoD acquisition policies and procedures and other applicable statutory or regulatory requirements. The Contractor shall provide logistics, technical, and in-depth operational knowledge in Military Sealift Command (MSC) policies and procedures as well as FMS policies and procedures. The Contractor shall also provide in-depth knowledge of U.S. Coast Guard (USCG) regulations, American Bureau of Shipping (ABS) rules, Safety of Life at Sea (SOLAS) issues or other regulatory body

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requirements as needed.

3.1.2 The Contractor shall draft and recommend technical ILS requirements in shipbuilding, systems production, and modernization throughout program life cycle. The Contractor shall assist in all aspects of the ACAT and non-ACAT approval process.

3.1.3 The Contractor shall provide recommendations for spare parts based upon review of vendor recommendations, technical investigations of problems, or identified maintenance issues.

3.1.4 The Contractor shall assist in the planning, preparation, and conduct of Independent Logistics Assessments (ILAs) for each phase of the USN/FMS ship, craft and boat program(s) and assist in the resolution of all findings and issues as tasked.

3.1.5 The Contractor shall review the Ship Specifications for logistics support issues.

3.1.6 The Contractor shall prepare risk assessments, analyses, metrics, recommendations, and documents covering areas including but are not limited to:

- Reliability Maintainability and Availability (RM&A)
- Technology Insertion
- System Safety
- Human Systems Integration
- HAZMAT
- Quality Assurance
- Configuration Management
- Environmental
- Occupational Safety and Health conditions and requirements
- Diminishing Manufacturing Sources and Material Shortages (DMSMS)

3.1.7 The Contractor shall prepare, assist in the preparation of, review, analyze, and provide recommendations for configuration documentation such as Engineering Change Proposals (ECPs), Non-Engineering Change Proposals (NECPs), Requests for Waiver (RFW), Requests for Deviation (RFD), Value Engineering Change Proposals (VECPs) and Equivalency Statements for logistics impact and provide approval or disapproval recommendations.

3.1.8 The Contractor shall monitor the status of the Shipbuilder's Logistics Support Information (LSI) package submissions including the review, analysis and comment on the LSI package information the Shipbuilder loads to the Configuration Status Accounting (CSA) database to ensure complete and accurate CSA for each ship.

3.1.9 The Contractor shall assist in the development and review for content and accuracy all allowance documentation and buy lists generated by the Government utilizing the configuration database for input to the Realtime Outfitting Management Information System (ROMIS) – Material Management System (MMS) shared database or other approved material management database or software.

3.1.10 The Contractor shall review, prepare, and analyze Government Furnished Material (GFM)/Government Furnished Equipment (GFE) outfitting requirements lists, input requirements into ROMIS-MMS (or applicable material management database) and monitor the requisition status of GFM. The Contractor shall also interface and coordinate with applicable GFM/GFE Program Offices to ensure appropriate management of GFM/GFE.

3.1.11 The Contractor shall participate and support outfitting load-out of ships, craft, and boats. The Contractor shall participate in pre-bin and final bin validation.

3.1.12 The Contractor shall provide assistance in the management of the warehousing process, including any incidental facilities required, ordering, receiving, inventorying, tracking, packaging, staging, containerization, and participating in turnover of material to the ships, craft,

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or boats.

3.1.13 The Contractor shall have in-depth knowledge of existing Government and MSC programs such as Material and Equipment Real-time Logistics Information Network (MERLIN), Retail Ordnance Logistics Management Systems (ROLMS), Relational Supply (R-Supply), Configuration Management Information System (CMIS), Government Accelerated Provisioning (GAP), Ship Configuration Logistics Information Program (SHIPCLIP), Technical Documentation Management Information System (TDMIS), Shipboard Automated Maintenance Management (SAMM) System, Ship Configuration and Logistics Support Information System (SCLISIS), Configuration Data Manager Database-Open Architecture (CDMD-OA), Shipboard Non-tactical Automated Data Processing (SNAP), and Fleet Modernization Program Management Information System (FMPMIS).

3.1.14 The Contractor shall provide Data Management expertise to develop Contract Data Requirements Lists (CDRLs)/Data Requirements Lists (DRLs) for all programs. The Contractor shall develop and update Data Management Plans as required. All CDRLs/DRLs shall be kept up-to-date and changes provided as requested. All data items submitted by the shipbuilder shall be reviewed, analyzed and electronically tracked and status reports provided on a Contractor recommended schedule approved by the Government. The Contractor shall also provide contract closeout of required shipbuilder data submissions. The Contractor shall operate a data management center and proportionally scaled consolidated data management environment.

3.1.15 The Contractor shall provide Government Furnished Material (GFM)/ Government Furnished Information (GFI) expertise and develop Schedules "A" and "C" for shipbuilding contracts. The Contractor shall also keep these documents up-to-date and modifications drafted as required to support changes to GFM/GFI/GFE. The Contractor shall provide expertise to interface with all Government Participating Managers (PARMs) and shipbuilders. The Contractor shall assist in tracking GFE and GFI to ensure timely completion.

3.1.16 The Contractor shall draft, maintain and update ILS support plans and planning documentation such as the Life Cycle Sustainment Plan (LCSP), Logistic Requirement and Funding Summary (LRFS), Item Unique Identification (IUID) Plan) Configuration Management Plan (CMP), Technical Data Management Plan (TDMP) and other emergent Milestone documents. The Contractor shall also develop General Use Consumable Lists (GUCLs), Allowance Parts Lists (APLs), Allowance Equipage Lists (AELs), Consolidated Allowance Documents (CADs) and other allowance documents as requested.

3.1.17 The Contractor shall provide ILS input to all required Milestone documentation.

3.1.18 The Contractor shall participate on various program and Logistics-related Integrated Process Teams (IPTs) and Integrated Logistics Support Management Team (ILSMT) and also prepare and provide meeting notification, agendas, briefings, and minutes as requested.

3.1.19 The Contractor shall assist in the preparation of overall logistics budgets for shipbuilding programs, including Ship Conversation, Navy (SCN) Outfitting budgets.

3.1.20 The Contractor shall perform logistics support trade-off analyzes, studies, business case analysis and provide reports as directed.

3.1.21 The Contractor shall review and provide comments on all logistics documentation submitted by the shipbuilder such as the Integrated Logistics Support Management Plan (ILSMP), Provisioning/LSI Submission Schedule, Technical Manual Submission Schedule, Configuration Management Plan, etc.

3.1.22 The Contractor shall review and provide approval/disapproval recommendations on all shipbuilder deliverables as requested.

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3.1.23 The Contractor shall monitor the status of shipbuilder's Provisioning Technical Documentation (PTD)/Logistics Support Information (LSI) and/or Vendor Recommended Spares (VRS) package submissions. The Contractor shall also review, analyze and provide approval or disapproval recommendations on these items.

3.1.24 The Contractor shall review the Shipbuilder's provisioning information loaded into the Material and Equipment Real-time Logistics Information Network (MERLIN)/VRS database and shipbuilder ordering schedules to ensure accuracy and adherence to ILS documentation submission schedules.

3.1.25 The Contractor shall review, analyze and comment on all Government Furnished Material (GFM) provisioning data prior to input into the MERLIN/CSA database. The Contractor shall input this GFM data into the MERLIN/CSA database as requested.

3.1.26 The Contractor shall review and analyze the shipbuilder's purchase orders and purchase order index for logistics impacts. This information shall also be analyzed against the MERLIN/CSA database to ensure accuracy and adherence to ILS documentation submission schedules.

3.1.27 The Contractor shall perform equipment sight validations for GFM and Contractor Furnished Material (CFM) and reconcile findings with the configuration database.

3.1.28 The Contractor shall monitor and submit reports on shipbuilder's procurement of outfitting material requirements.

3.1.29 The Contractor shall conduct equipment site validation to support logistics documentation.

3.1.30 The Contractor shall review and provide comments on the shipbuilder's Technical Manual (TM) submission schedule for compliance with contract requirements.

3.1.31 The Contractor shall review and provide comments and approval/ disapproval recommendations on all TMs (both equipment and system) submitted by the shipbuilder. This review shall be for both technical and logistics content.

3.1.32 The Contractor shall prepare TMs such as Boat or Craft Information Books (BIBs/CIBs), Logistics Information Books (LIBs), and shall develop or revise general equipment or system TMs or other information as requested by the Government.

3.1.33 The Contractor shall provide assistance in the management of the processing of technical manuals including participating in turnover of the technical manuals to each ship, craft, and boat. The Contractor shall also review technical manuals and the electronic media for adequacy, accuracy, and ease of use by the ships' crews or applicable users.

3.1.34 The Contractor shall analyze and prepare proposed responses to the shipbuilder's ILS questions or any proposed data item or procedural changes.

3.1.35 The Contractor shall prepare, review, analyze, and maintain up-to-date manpower documents such as the Manpower Estimate Reports (MERS), Preliminary Ship Manpower Documents (PSMDs), Navy Training Systems Plans (NTSPs), and Crew Scheduling and Phasing Plans (CSPPs), as requested.

3.1.36 The Contractor shall review, revise and recommend methods and rationale that identify and justify military and civilian mariner personnel with the skills and grades required to operate and maintain MSC or USN operated ships, boats, craft and FMS ships, boats, craft ship systems and equipment. The Contractor shall also analyze and provide comments on the shipbuilder's proposed crew familiarization/training program plans and review all training/crew familiarization related material submitted by the shipbuilder. The Contractor shall critique/audit the

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shipbuilder's crew familiarization sessions as required. The Contractor shall update Navy training course information upon request.

3.1.37 The Contractor shall research, analyze and provide proposed responses to the Allowance Change Requests (ACRs) submitted by the ships' force. The Contractor shall develop a means to track all ACRs from submission to approval/disapproval and the resulting ordering and receipt tracking of equipment/spares, if required.

3.1.38 The Contractor shall prepare Ship Logistics Turnover Books as requested to transition responsibility from PEO Ships to the applicable ship's operator/ user.

3.1.39 The Contractor shall prepare, make recommendations and support the development of a Consolidated Allowance Document (CAD/Integrated Allowance Document (IAD) as directed.

3.1.40 The Contractor shall evaluate all work packages for post-delivery planning for logistics impact, as requested. The Contractor shall assist in the development of and provide technical support on the implementation of ILS processes and procedures relative to life cycle support functions for applicable programs.

3.1.41 The Contractor shall research, analyze and provide recommendations to ILS problems identified by the users, field activities and Program Office. The Contractor shall also conduct studies and review recommendations for changes/revisions/updates to all ILS issues including supply support, maintenance, technical manuals, and crew familiarization/training in support of life cycle requirements for applicable programs.

3.1.42 The Contractor shall review Craft Alterations (CRAFTALTs)/Boat Alterations (BOATALTs), Ship Alterations (SHIPALTs) for logistics impacts and ensure logistics documentation is updated to support approved CRAFTALTs/BOATALTs/SHIPALTs.

3.1.43 The Contractor shall effectively record and track logistics lessons learned from program to program and provide recommendations to PMS 325.

3.1.44 The Contractor shall assist in the life cycle management support of various boat programs to include developing and/or review of management plans.

3.1.45 The Contractor shall assist in the development, and/or review of revised boat, service craft or seaborne target ILS manuals/documents. Documentation includes, but is not limited to, the following:

- Boat Information Book (BIB)/Craft Information Book (CIB)
- Logistics Information Book (LIB) and/or Logistics Support Plans
- Navy Manpower and Training documentation
- Planned Maintenance System documentation
- Boat Maintenance Manual (BMM)/Craft Maintenance Manual (CMM)
- Engineering Operational Sequencing System (EOSS) Manual
- Boat Allowance Parts List (BAPL)
- Coordinated Shipboard Allowance List (COSAL)
- Coordinated Shorebased Allowance List (COSBAL)
- Program Support Data Sheets (PSD)
- Consolidated Allowance Document (CAD)

3.1.46 The Contractor shall review and provide recommendations for new and/or revisions to NAVSEA and OPNAV instructions, as requested.

3.1.47 The Contractor shall assist in the planning, development and execution of comprehensive LCM and SE programs for all Navy boats, as directed. The Contractor shall draft, review and revise Life Cycle Sustainment Plans, Class Maintenance Plans, Sustainment Engineering Plans, Total Ownership Cost analyses and configuration control and modernization program products

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including supporting documentation such as white papers, schedules, briefings, financial cost models or POM estimates, reports, communications products, Navy correspondence and other administrative documentation.

3.1.48 The Contractor shall provide subject matter expertise to draft, analyze and revise boat overhaul and boat service life assessment plans and associated documentation. The Contractor shall provide subject matter expertise to support planning and execution of direct Fleet support initiatives such as deployable maintenance execution and maintenance training teams.

3.1.49 The Contractor shall participate as part of the Item Unique Identification (IUID) marking effort onboard ships, as requested.

4.1 TASK AREA 4 - ON-SITE SUPPORT FOR DETAIL DESIGN, CONSTRUCTION and POST DELIVERY

4.11 The Contractor shall provide on-site support at shipbuilder's facility during detail design, construction, and post-delivery as required.

4.12 The Contractor shall provide on-site coordination of guaranty work between the shipbuilder and ship, craft, and boat during availabilities.

4.13 The Contractor shall provide logistical analysis and support.

4.14 The Contractor shall provide Trials support to include Trial Coordination, Trial Card Management, and Trial Card resolution.

4.15 In support of various programs, in the performance of detail design and construction, the Contractor shall:

- Support ongoing ship Detail Design requirements, including the review of shipbuilder's products and deliverables in accordance with Government requirements and the preparation of analyses and recommendations for decision to the Program Office. Examples include, but are not limited to (a.) changes proposed to ship construction contract terms and conditions, shipbuilding, specifications and associated documents; and (b.) other documentation such as DRLs, CIPRs, EVM data, and IBR plans.
- Support the development of Program Phasing Plans: Detail Design to Production.
- Provide support from Start of Production through Ship Module Integration, Compartment Testing, Launch to Shipboard Equipment Light Off; Equipment Light Off through Sea Trials and Delivery; Ship Delivery through Sail-away, and Post-Delivery.
- Prepare warfare system acquisition, integration, and procurement plans.
- Assist in the development of Government Furnished Equipment (GFE), Government Furnished Services and Government Furnished Information (GFI) related acquisition documents, plans, budgets, and schedules.
- Support the day-to-day program management and analysis of the overall efforts to include but are not limited to preparation for briefings, meeting minutes, assessments, hearings, audits, and Milestone reviews.
- Perform Program Risk Assessments and Analyses. Examples include, but are not limited to: determination and quantification of risk areas, risk management of program objectives, risk avoidance practices, risk analyses recommendations, and risk mitigation and monitoring through metrics.
- Prepare decision-making recommendations for the Program Office. on business case analyses, cost/benefit tradeoff studies, CAIV principles, human factors issues, and Total Ownership Cost initiatives (such as ship manning reductions, workload simplification, and elimination of

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redundancies).

- Maintain a database of current and historical copies of program documentation, such as ship specifications, contract drawings, operational requirements, correspondence, CDRLs, formal instructions, directives, and applicable references.
- Support the resolution of technical issues that include specification requirements for equipment and system certification requirements, flight deck configuration items and interface requirements for critical ship systems.
- Provide support onsite at SUPSHIP for technical coordination, review and analysis of combat systems issues, serving as an interface between SUPSHIP, the Ship Design Manager (SDM), and the Program Office.
- Provide support onsite at SUPSHIP for technical coordination, review and analysis of HM&E system issues, serving as an interface between SUPSHIP, the SDM, and the Program Office.
- Perform ship construction and subcontractor Production Analyses. Examples include, but are not limited to: physical progress, design progress and material procurement; schedule and cost realism; Earned Value Management, Integrated Master Schedule and Critical Path Analyses; shipbuilder's process and progress measurement, quality assurance; and testing.
- The Contractor shall perform configuration management and processing functions for contract modifications (including condition reports, Pre-Engineering Change Proposals (PECPs), ECPs change orders, etc.) throughout all phases of the ship, craft, and boat acquisition and life cycle programs. The Contractor shall review and analyze configuration documentation such as Engineering Change Proposals (ECPs), Non-Engineering Change Proposals (NECPs), Request for Waiver (RFW), Requests for Deviation (RFD), and Equivalency Statements for logistics impact and provide approval or disapproval recommendations.
- Provide policy recommendations such as: the applicability of regulations and correspondence from higher authority; suggested strategies needed to comply with policy; potential resource impacts of decisions; change orders and Configuration Management; and improvements to day-to-day operations.
- Provide support for program metrics.
- Assist in the development of program planning.
- Forecast program workload and make corresponding adjustments in support staffing.
- Provide interface with Government Participating Managers (PARMs).
- Recommend solutions to business and technical issues facing the Government to achieve program performance that is on or ahead of schedule and within budget.
- Attend meetings, reviews, workshops, and training as requested by the Government.

5.1 TASK AREA 5 - DESIGN SITES

The Contractor shall provide and maintain a suitable design site for specified PMS 325 programs from which to conduct this work (within 15 miles of the Washington Navy Yard) to support integrated design and engineering capability. The Contractor shall provide and maintain the design site within 45 days of contract award, and shall provide all associated public utilities, office equipment and furnishings, including access controls, custodial services, information technology (IT) networks, communications equipment, and facility and IT security. This design site shall be capable of accommodating up to 20 seated Government and 50 seated Contractor personnel. This design site shall house a technical library (digital and paper) of no less than 400 square feet. The design site shall have or have access to conference and meeting facilities

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including a networked conference room with projection capability capable of seating up to at least 40 people. The design site conference room shall be capable of being secured for classified meetings to the SECRET level. The design site shall provide all computer hardware and software required to support these task statements. The design site shall have a secure room suitable for closed storage of classified material up to SECRET and for classified data processing, if needed. The design site shall be capable of meeting requirements for security accreditation up to SECRET, if required by the project. The Government will inform the contractor of the requirement for the SECRET space no less than 45 days prior to the requirement.

6.1 TASK AREA 6 – INTEGRATED DATA ENVIRONMENT (IDE)/TECHNICAL LIBRARY MANAGEMENT/DOCUMENT STORAGE & RETRIEVAL

6.1.1. The Contractor shall provide the capability to archive and store historical documentation at the Contractor facility.

The Contractor shall archive historical documentation for the Program Office's programs using the government owned Project Management System - Extranet Sites (PMS-ES). Approximately 10% of the historical documentation will be paper that will need to be converted to electronic records. PEO Ships follows the Department of Defense (DoD) Information Assurance Certification and Accreditation Process (DIACAP). The process and requirements are DoDI 8500.2 & 8501.01.

The Contractor shall archive historical paper documentation for the Program Office's programs using offsite storage (~ 5,500 sq. ft.) and onsite storage (~ 600 sq. ft.). A searchable electronic inventory is to be kept. Historical electronic documentation will be accomplished using the government owned Project Management System - Extranet Sites (PMS-ES).

The Contractor shall effectively manage current and historical program data and deliverables in an electronic format such as Project Management System - Extranet Sites (PMS-ES) or PEO SHIPS approved IDE to permit the rapid retrieval and dissemination of information in support of program execution. The Contractor shall maintain all working documents and store all program deliverables using the government owned Project Management System - Extranet Sites (PMS-ES).

6.1.2. The Contractor shall receive, log, track and store classified documents up to SECRET level at both the Contractor and Government facilities as required.

6.1.3. The Contractor shall have the capability to interface and access a Program Office approved electronic repository with access for all employees supporting this task. The Contractor is responsible to identify the number and type of NMCI seats needed for their own use to support the requirements of this effort. The Contractor shall negotiate and procure NMCI seats directly from the NMCI vendor. Responsibility for administration of NMCI seats remains with the Government.

6.1.4. The Contractor shall provide Data Management and IDE Management support to the Program Office for administering the procedures to manage the development, modification and maintenance of contracts. The Contractor shall develop and update the Data Management Plan (DMP). The Contractor shall provide technical data management support covering all phases of the Data Requirements List (DRL) and correspondence management. The Contractor shall

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prepare and maintain Data Management (DM) status reports. The Contractor shall distribute DRL submissions to cognizant Data Monitors for review, monitor overall DRL review cycle for data evaluations and maintain master records of all data management documentation electronically. The Contractor shall prepare DD Form 1423 DRL Packages in accordance with contract requirements. The Contractor shall provide the necessary support required to assist in the upkeep, maintenance services, help desk and IDE development required to maintain the Program's key IDE tools.

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

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

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

- (a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.
- (b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO Government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.
- (c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.
- (d) Contractors whose employees perform work within NAVSEA/PEO Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.
- (e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

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

- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 22 August 2016 in response to NAVSEA Solicitation No. N00024-16- R-3014.
- (b) The technical volume(s) of the Contractor's proposal, or any part thereof, as determined by the Government, may be incorporated into this contract as future attachments ,and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, any part of the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause,

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following "the specification" in the order of precedence.

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

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work

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statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain

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information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as “protected information”. File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

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

The support contractor not disclose any information;

- (1) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
- (2) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
- (3) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

NAVSEA may, without further notice, enter into contracts with other contractors for these services.

Contractors are free to enter into separate non-disclosure agreements with the file room contractor.

(Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the Government.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS - There are no packaging or marking requirements for the services ordered under this Task Order.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data shall be prepared for shipment in accordance with best commercial practice.

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

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

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

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

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-5 INSPECTION OF SERVICES COST-REIMBURSEMENT (APR 1984)

CLAUSES INCORPORATED IN FULL TEXT:

Note: Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423 (Exhibit A).

Note: Not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction level.

HQ E-1-0007 INSPECTION AND ACCEPTANCE OF LOE SERVICES

For all Labor and ODC CLINS - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/14/2017 - 9/13/2018
7001	9/14/2017 - 9/13/2018
7002	9/14/2017 - 9/13/2018
7003	9/14/2017 - 9/13/2018
7006AA	9/19/2017 - 9/13/2018
7006AB	9/19/2017 - 9/30/2018
7006AC	9/19/2017 - 9/30/2018
7006AD	9/19/2017 - 9/13/2018
7006AE	9/19/2017 - 3/31/2019
7006AF	9/19/2017 - 9/13/2018
7006AG	9/19/2017 - 9/13/2018
7006AH	9/19/2017 - 9/13/2018
7006AJ	9/19/2017 - 9/13/2018
7006AK	9/21/2017 - 9/13/2018
7006AL	9/21/2017 - 9/30/2018
7006AM	11/9/2017 - 11/8/2018
7006AN	11/9/2017 - 11/8/2018
7006AP	12/22/2017 - 12/21/2018
7006AQ	12/22/2017 - 12/21/2018
7006AR	12/22/2017 - 9/13/2019
7006AS	1/26/2018 - 6/30/2019
7006AT	1/26/2018 - 6/30/2019
7006AU	1/26/2018 - 9/13/2018
7006AV	2/7/2018 - 9/13/2019
7006AW	2/7/2018 - 12/31/2018
7006AX	2/8/2018 - 2/7/2019
7006AY	2/26/2018 - 2/25/2019
7006AZ	2/27/2018 - 2/26/2019
7006BA	2/27/2018 - 6/30/2019
7006BB	3/29/2018 - 3/31/2019
7006BC	3/29/2018 - 3/31/2019
7006BD	3/29/2018 - 3/28/2019
7006BE	5/8/2018 - 5/7/2019
7006BF	5/8/2018 - 5/7/2019
7006BG	5/8/2018 - 5/7/2019
7006BH	5/8/2018 - 5/7/2019
7006BJ	5/29/2018 - 5/28/2019
7006BK	5/29/2018 - 9/13/2019
7006BL	5/29/2018 - 9/13/2018

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7006BM	7/18/2018 - 7/17/2019
7006BN	7/18/2018 - 11/30/2018
7006BP	7/18/2018 - 3/31/2019
7006BQ	7/18/2018 - 12/31/2018
7006BR	9/12/2018 - 9/13/2019
7006BS	9/12/2018 - 9/13/2019
7006BT	9/12/2018 - 9/13/2019
7006BU	9/12/2018 - 9/13/2019
7006BV	9/12/2018 - 9/13/2019
7100	9/14/2018 - 9/13/2019
7105AA	9/14/2018 - 9/13/2019
7105AB	9/14/2018 - 9/13/2019
7105AC	9/14/2018 - 9/13/2019
7105AD	9/14/2018 - 9/13/2019
7105AE	9/14/2018 - 9/13/2019
7105AF	9/14/2018 - 9/13/2019
7105AG	9/14/2018 - 9/13/2019
7105AH	9/20/2018 - 9/13/2019
7105AJ	11/1/2018 - 9/13/2019
7105AK	11/1/2018 - 9/13/2019
7105AL	11/1/2018 - 9/13/2019
7105AM	11/1/2018 - 9/13/2019
7105AN	11/1/2018 - 9/13/2019
7105AP	11/1/2018 - 9/13/2019
7105AQ	11/1/2018 - 9/13/2019
7105AR	11/1/2018 - 9/13/2019
7105AS	12/14/2018 - 9/13/2019
7105AT	12/14/2018 - 9/13/2019
7105AU	12/14/2018 - 9/13/2019
7105AV	12/14/2018 - 9/13/2019
7105AW	12/14/2018 - 9/13/2019
7105AX	2/15/2019 - 9/13/2019
7105AY	2/15/2019 - 9/13/2019
9000	9/14/2017 - 9/13/2018
9001AA	9/19/2017 - 9/13/2018
9001AB	9/19/2017 - 3/31/2019
9001AC	9/19/2017 - 9/13/2019
9001AD	9/19/2017 - 9/13/2018
9001AE	9/19/2017 - 9/13/2018
9001AF	9/21/2017 - 9/30/2018
9001AG	11/9/2017 - 11/8/2018
9001AH	11/9/2017 - 11/8/2018
9001AJ	12/22/2017 - 12/21/2018

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9001AK	12/22/2017 - 12/21/2018
9001AL	12/22/2017 - 9/13/2019
9001AM	1/26/2018 - 6/30/2019
9001AN	2/7/2018 - 9/13/2019
9001AP	2/7/2018 - 12/31/2018
9001AQ	2/7/2018 - 12/31/2018
9001AR	2/8/2018 - 2/7/2019
9001AS	2/26/2018 - 2/25/2019
9001AT	2/27/2018 - 2/26/2019
9001AU	2/27/2018 - 6/30/2019
9001AV	3/29/2018 - 3/31/2019
9001AW	3/29/2018 - 3/31/2019
9001AX	3/29/2018 - 3/31/2019
9001AY	3/29/2018 - 3/31/2019
9001AZ	3/29/2018 - 3/28/2019
9001BA	5/8/2018 - 5/7/2019
9001BB	5/8/2018 - 5/7/2019
9001BC	5/8/2018 - 5/7/2019
9001BD	5/8/2018 - 5/7/2019
9001BE	5/29/2018 - 5/28/2019
9001BF	5/29/2018 - 9/13/2019
9001BG	5/29/2018 - 9/13/2018
9001BH	7/18/2018 - 7/17/2019
9001BJ	7/18/2018 - 11/30/2018
9001BK	7/18/2018 - 3/31/2019
9001BL	7/18/2018 - 3/31/2019
9001BM	9/11/2018 - 9/13/2019
9001BN	9/11/2018 - 9/13/2019
9001BP	9/12/2018 - 9/13/2019
9001BQ	9/12/2018 - 9/13/2019
9100	9/14/2018 - 9/13/2019
9105AA	9/14/2018 - 9/13/2019
9105AB	9/14/2018 - 9/13/2019
9105AC	9/14/2018 - 9/13/2019
9105AD	9/14/2018 - 9/13/2019
9105AE	9/14/2018 - 9/13/2019
9105AF	9/14/2018 - 9/13/2019
9105AG	9/14/2018 - 9/13/2019
9105AH	9/14/2018 - 9/13/2019
9105AJ	9/14/2018 - 9/13/2019
9105AK	9/20/2018 - 9/13/2019
9105AL	9/20/2018 - 9/13/2019
9105AM	11/1/2018 - 9/13/2019

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9105AN	11/1/2018 - 9/13/2019
9105AP	11/1/2018 - 9/13/2019
9105AQ	11/1/2018 - 9/13/2019
9105AR	11/1/2018 - 9/13/2019
9105AS	12/14/2018 - 9/13/2019
9105AT	12/14/2018 - 9/13/2019
9105AU	12/14/2018 - 9/13/2019
9105AV	12/14/2018 - 9/13/2019
9105AW	12/14/2018 - 9/13/2019
9105AX	2/15/2019 - 9/13/2019

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

7000	9/14/2017 - 9/13/2018
7001	9/14/2017 - 9/13/2018
7002	9/14/2017 - 9/13/2018
7003	9/14/2017 - 9/13/2018
7006AA	9/19/2017 - 9/13/2018
7006AB	9/19/2017 - 9/30/2018
7006AC	9/19/2017 - 9/30/2018
7006AD	9/19/2017 - 9/13/2018
7006AE	9/19/2017 - 3/31/2019
7006AF	9/19/2017 - 9/13/2018
7006AG	9/19/2017 - 9/13/2018
7006AH	9/19/2017 - 9/13/2018
7006AJ	9/19/2017 - 9/13/2018
7006AK	9/21/2017 - 9/13/2018
7006AL	9/21/2017 - 9/30/2018
7006AM	11/9/2017 - 11/8/2018
7006AN	11/9/2017 - 11/8/2018
7006AP	12/22/2017 - 12/21/2018
7006AQ	12/22/2017 - 12/21/2018
7006AR	12/22/2017 - 9/13/2019
7006AS	1/26/2018 - 6/30/2019
7006AT	1/26/2018 - 6/30/2019
7006AU	1/26/2018 - 9/13/2018
7006AV	2/7/2018 - 9/13/2019
7006AW	2/7/2018 - 12/31/2018
7006AX	2/8/2018 - 2/7/2019
7006AY	2/26/2018 - 2/25/2019

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7006AZ	2/27/2018 - 2/26/2019
7006BA	2/27/2018 - 6/30/2019
7006BB	3/29/2018 - 3/31/2019
7006BC	3/29/2018 - 3/31/2019
7006BD	3/29/2018 - 3/28/2019
7006BE	5/8/2018 - 5/7/2019
7006BF	5/8/2018 - 5/7/2019
7006BG	5/8/2018 - 5/7/2019
7006BH	5/8/2018 - 5/7/2019
7006BJ	5/29/2018 - 5/28/2019
7006BK	5/29/2018 - 9/13/2019
7006BL	5/29/2018 - 9/13/2018
7006BM	7/18/2018 - 7/17/2019
7006BN	7/18/2018 - 11/30/2018
7006BP	7/18/2018 - 3/31/2019
7006BQ	7/18/2018 - 12/31/2018
7006BR	9/12/2018 - 9/13/2019
7006BS	9/12/2018 - 9/13/2019
7006BT	9/12/2018 - 9/13/2019
7006BU	9/12/2018 - 9/13/2019
7006BV	9/12/2018 - 9/13/2019
7100	9/14/2018 - 9/13/2019
7105AA	9/14/2018 - 9/13/2019
7105AB	9/14/2018 - 9/13/2019
7105AC	9/14/2018 - 9/13/2019
7105AD	9/14/2018 - 9/13/2019
7105AE	9/14/2018 - 9/13/2019
7105AF	9/14/2018 - 9/13/2019
7105AG	9/14/2018 - 9/13/2019
7105AH	9/20/2018 - 9/13/2019
7105AJ	11/1/2018 - 9/13/2019
7105AK	11/1/2018 - 9/13/2019
7105AL	11/1/2018 - 9/13/2019
7105AM	11/1/2018 - 9/13/2019
7105AN	11/1/2018 - 9/13/2019
7105AP	11/1/2018 - 9/13/2019
7105AQ	11/1/2018 - 9/13/2019
7105AR	11/1/2018 - 9/13/2019
7105AS	12/14/2018 - 9/13/2019
7105AT	12/14/2018 - 9/13/2019
7105AU	12/14/2018 - 9/13/2019
7105AV	12/14/2018 - 9/13/2019
7105AW	12/14/2018 - 9/13/2019

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7105AX	2/15/2019 - 9/13/2019
7105AY	2/15/2019 - 9/13/2019
9000	9/14/2017 - 9/13/2018
9001AA	9/19/2017 - 9/13/2018
9001AB	9/19/2017 - 3/31/2019
9001AC	9/19/2017 - 9/13/2019
9001AD	9/19/2017 - 9/13/2018
9001AE	9/19/2017 - 9/13/2018
9001AF	9/21/2017 - 9/30/2018
9001AG	11/9/2017 - 11/8/2018
9001AH	11/9/2017 - 11/8/2018
9001AJ	12/22/2017 - 12/21/2018
9001AK	12/22/2017 - 12/21/2018
9001AL	12/22/2017 - 9/13/2019
9001AM	1/26/2018 - 6/30/2019
9001AN	2/7/2018 - 9/13/2019
9001AP	2/7/2018 - 12/31/2018
9001AQ	2/7/2018 - 12/31/2018
9001AR	2/8/2018 - 2/7/2019
9001AS	2/26/2018 - 2/25/2019
9001AT	2/27/2018 - 2/26/2019
9001AU	2/27/2018 - 6/30/2019
9001AV	3/29/2018 - 3/31/2019
9001AW	3/29/2018 - 3/31/2019
9001AX	3/29/2018 - 3/31/2019
9001AY	3/29/2018 - 3/31/2019
9001AZ	3/29/2018 - 3/28/2019
9001BA	5/8/2018 - 5/7/2019
9001BB	5/8/2018 - 5/7/2019
9001BC	5/8/2018 - 5/7/2019
9001BD	5/8/2018 - 5/7/2019
9001BE	5/29/2018 - 5/28/2019
9001BF	5/29/2018 - 9/13/2019
9001BG	5/29/2018 - 9/13/2018
9001BH	7/18/2018 - 7/17/2019
9001BJ	7/18/2018 - 11/30/2018
9001BK	7/18/2018 - 3/31/2019
9001BL	7/18/2018 - 3/31/2019
9001BM	9/11/2018 - 9/13/2019
9001BN	9/11/2018 - 9/13/2019
9001BP	9/12/2018 - 9/13/2019
9001BQ	9/12/2018 - 9/13/2019
9100	9/14/2018 - 9/13/2019

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9105AA	9/14/2018 - 9/13/2019
9105AB	9/14/2018 - 9/13/2019
9105AC	9/14/2018 - 9/13/2019
9105AD	9/14/2018 - 9/13/2019
9105AE	9/14/2018 - 9/13/2019
9105AF	9/14/2018 - 9/13/2019
9105AG	9/14/2018 - 9/13/2019
9105AH	9/14/2018 - 9/13/2019
9105AJ	9/14/2018 - 9/13/2019
9105AK	9/20/2018 - 9/13/2019
9105AL	9/20/2018 - 9/13/2019
9105AM	11/1/2018 - 9/13/2019
9105AN	11/1/2018 - 9/13/2019
9105AP	11/1/2018 - 9/13/2019
9105AQ	11/1/2018 - 9/13/2019
9105AR	11/1/2018 - 9/13/2019
9105AS	12/14/2018 - 9/13/2019
9105AT	12/14/2018 - 9/13/2019
9105AU	12/14/2018 - 9/13/2019
9105AV	12/14/2018 - 9/13/2019
9105AW	12/14/2018 - 9/13/2019
9105AX	2/15/2019 - 9/13/2019
7004	9/14/2017 - 9/13/2018
7101	9/14/2018 - 9/13/2019
7102	9/14/2018 - 9/13/2019
7103	9/14/2018 - 9/13/2019
7104	9/14/2018 - 9/13/2019
7200	9/14/2019 - 9/13/2020
7201	9/14/2019 - 9/13/2020
7202	9/14/2019 - 9/13/2020
7203	9/14/2019 - 9/13/2020
7204	9/14/2019 - 9/13/2020
7300	9/14/2020 - 9/13/2021
7301	9/14/2020 - 9/13/2021
7302	9/14/2020 - 9/13/2021
7303	9/14/2020 - 9/13/2021
7304	9/14/2020 - 9/13/2021
7400	9/14/2021 - 9/13/2022
7401	9/14/2021 - 9/13/2022
7402	9/14/2021 - 9/13/2022
7403	9/14/2021 - 9/13/2022

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7404	9/14/2021 - 9/13/2022
9200	9/14/2019 - 9/13/2020
9300	9/14/2020 - 9/13/2021
9400	9/14/2021 - 9/13/2022

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

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time (s) specified on the Contract Data Requirements Lists(s), DD Form 1423, Exhibit A.

Note: That not all Data deliverables will be specified by or on CDRL DD Form 1423, Exhibit A. Inspection and Acceptance for all data will be specified at the Technical Instruction level.

52.242-15 – STOP WORK ORDER (AUG 1989) ALTERNATE 1

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination Clause of this contract.

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE:

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

HQ G-2-0002 CONTRACTOR’S FACILITY ADDRESS

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

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

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

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

POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

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PROCURING CONTRACTING OFFICER (PCO)

PURCHASE OFFICE REPRESENTATIVE (POR)*

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

252.204-0001 Line Item Specific: Single Funding

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

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall —

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

- (a) *Definitions.* As used in this clause—
 - (1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.
 - (2) “Electronic form” means any automated system that transmits information electronically

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from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests

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

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

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

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for

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self-registration available at this web site.

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission*. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions*. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type*. The Contractor shall use the following document type(s).

Cost Voucher

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

N/A

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00164
Admin DoDAAC	S2101A
Inspect By DoDAAC	N00024
Ship To Code	N00024
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA471
Other DoDAAC(s)	N/A

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

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

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system.

(g) *WAWF point of contact.*

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

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

Accounting Data

SLINID	PR Number	Amount

BASE Funding 0.00		
Cumulative Funding 0.00		
MOD P00001		
7006AA	130066815900010	65063.00
LLA :		
AA 1761319 14RM 251 SH325 0 050120 2D 000000 A00004159882		
2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.		
7006AB	130066815900020	394815.00
LLA :		
AB 1771319 14RM 251 SH325 0 050120 2D 000000 A10004159882		
7006AC	130066815900050	80000.00
LLA :		
AC 1771319 14RX 251 SH385 0 050120 2D 000000 A20004159882		
7006AD	130066815900070	544000.00
LLA :		
AD 1771319 15TA 251 SH325 0 050120 2D 000000 A30004159882		
7006AE	130066913200010	5100000.00
LLA :		
AE 1771611 1594 251 SH325 0 050120 2D 000000 A00004164990		
7006AF	130066877300001	138077.00
LLA :		
AF 1771804 60CP 251 62306 068892 2D C01027 623067PET5QQ		
2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.		
7006AG	130066819000010	100000.00
LLA :		
AG 1771804 8B5B 251 S3251 0 050120 2D 000000 A00004160663		
2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.		

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7006AH 130066842300001 32577.00

LLA :

AH 1751810 11H0 251 SH325 0 050120 2D 000000 A00004160627

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7006AJ 130066842300002 13417.00

LLA :

AJ 1751810 11H0 251 SH325 0 050120 2D 000000 A10004160627

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9001AA 130066815900080 20000.00

LLA :

AD 1771319 15TA 251 SH325 0 050120 2D 000000 A30004159882

9001AB 130066913200020 510000.00

LLA :

AE 1771611 1594 251 SH325 0 050120 2D 000000 A00004164990

9001AC 130066913200030 280000.00

LLA :

AP 1771611 8560 251 240V6 0 050120 2D 000000 A10004164990

9001AD 130066877300002 7500.00

LLA :

AF 1771804 60CP 251 62306 068892 2D C01027 623067PET5QQ

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9001AE 130066819000020 380569.00

LLA :

AG 1771804 8B5B 251 S3251 0 050120 2D 000000 A00004160663

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

MOD P00001 Funding 7666018.00

Cumulative Funding 7666018.00

MOD P00002

7006AK 130067297700001 413123.00

LLA :

AK 97-11X8242 PPS4 251 V1C00 0 050120 2D 000000 A00004195509

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7006AL 130066948400001 483000.00

LLA :

AL 1771319 4684 251 00019 0 050120 2D 000000 A00004167755

9001AF 130066948400002 35000.00

LLA :

AL 1771319 4684 251 00019 0 050120 2D 000000 A00004167755

MOD P00002 Funding 931123.00

Cumulative Funding 8597141.00

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MOD P00003

7006AD 130066815900070 (544000.00)

LLA :

AD 1771319 15TA 251 SH325 0 050120 2D 000000 A30004159882

7006AM 130067800600030 69000.00

LLA :

AM 1781804 8B5B 251 S3251 0 050120 2D 000000 A10004246152

7006AN 130067800600010 119120.00

LLA :

AN 1781804 8B5B 251 S3251 0 050120 2D 000000 A00004246152

9001AA 130066815900080 (20000.00)

LLA :

AD 1771319 15TA 251 SH325 0 050120 2D 000000 A30004159882

9001AG 130067800600040 7000.00

LLA :

AM 1781804 8B5B 251 S3251 0 050120 2D 000000 A10004246152

9001AH 130067800600020 6270.00

LLA :

AN 1781804 8B5B 251 S3251 0 050120 2D 000000 A00004246152

MOD P00003 Funding -362610.00

Cumulative Funding 8234531.00

MOD P00004

7006AP 130067800600050 354000.00

LLA :

AQ 1781804 8B5B 251 S3251 0 050120 2D 000000 A20004246152

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7006AQ 130068548200010 50000.00

LLA :

AR 1781804 8RZ3 251 S3251 0 050120 2D 000000 A00004309159

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7006AR 130068523200010 925000.00

LLA :

AS 1761611 1593 251 SH325 0 050120 2D 000000 A00004306413

9001AJ 130067800600060 46000.00

LLA :

AQ 1781804 8B5B 251 S3251 0 050120 2D 000000 A20004246152

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9001AK 130068548200020 20000.00

LLA :

AR 1781804 8RZ3 251 S3251 0 050120 2D 000000 A00004309159

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9001AL 130068523200011 75000.00

LLA :

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AS 1761611 1593 251 SH325 0 050120 2D 000000 A00004306413

MOD P00004 Funding 1470000.00
Cumulative Funding 9704531.00

MOD P00005

7006AN 130067800600070 620000.00

LLA :

AN 1781804 8B5B 251 S3251 0 050120 2D 000000 A00004246152

7006AS 250000.00

LLA :

AT 17X4557 8610 251 SA 325 0 068342 2D 000000 29002 718 0000

7006AT 130069065000002 25000.00

LLA :

AV 1761810 11H0 251 SH325 0 050120 2D 000000 A10004351884

7006AU 130069065000001 67000.00

LLA :

AW 1761810 11H0 251 SH325 0 050120 2D 000000 A00004351884

7006AV 130069304600001 200000.00

LLA :

AX 97-11X8242 28F9 000 74F92 0 065916 2D P8904N 736280110GAA

7006AW 130069304600004 38000.00

LLA :

AY 97-11X8242 28R1 000 74R12 0 065916 2D PBHB4N 713180010GAA

7006AX 130069284200001 354000.00

LLA :

BA 97-11X8242 PPT4 251 V1C00 0 050120 2D 000000 A00004367335

9001AH 130067800600080 40000.00

LLA :

AN 1781804 8B5B 251 S3251 0 050120 2D 000000 A00004246152

9001AM 10000.00

LLA :

AU 17X4557 8010 251 SA 325 0 068342 2D 000000 29003 569 0000

9001AN 130069304600002 50000.00

LLA :

AX 97-11X8242 28F9 000 74F92 0 065916 2D P8904N 736280110GAA

9001AP 130069304600003 37000.00

LLA :

AZ 97-11X8242 28R1 000 74R12 0 065916 2D PBHB9N 713160010GAA

9001AQ 130069304600005 13000.00

LLA :

AY 97-11X8242 28R1 000 74R12 0 065916 2D PBHB4N 713180010GAA

9001AR 130069284200002 26000.00

LLA :

BA 97-11X8242 PPT4 251 V1C00 0 050120 2D 000000 A00004367335

MOD P00005 Funding 1730000.00
Cumulative Funding 11434531.00

MOD P00006

7006AM 130067800600110 270000.00

LLA :

AM 1781804 8B5B 251 S3251 0 050120 2D 000000 A10004246152

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7006AN 130067800600090 115000.00

LLA :
AN 1781804 8B5B 251 S3251 0 050120 2D 000000 A00004246152

7006AQ 130068548200030 320000.00

LLA :
AR 1781804 8RZ3 251 S3251 0 050120 2D 000000 A00004309159
2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7006AY 130069821200010 186300.00

LLA :
BB 1781804 60CP 251 62306 068892 2D C00127 62306861T6QQ

7006AZ 130069873400010 220823.00

LLA :
BC 1771319 15TA 251 SH325 0 050120 2D 000000 A00004414207

7006BA 130069065000003 509387.00

LLA :
BD 1781810 11H0 251 SH325 0 050120 2D 000000 A20004351884

9001AG 130067800600120 30000.00

LLA :
AM 1781804 8B5B 251 S3251 0 050120 2D 000000 A10004246152

9001AH 130067800600100 10000.00

LLA :
AN 1781804 8B5B 251 S3251 0 050120 2D 000000 A00004246152

9001AK 130068548200040 60000.00

LLA :
AR 1781804 8RZ3 251 S3251 0 050120 2D 000000 A00004309159
2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9001AS 130069821200020 46550.00

LLA :
BB 1781804 60CP 251 62306 068892 2D C00127 62306861T6QQ

9001AT 130069873400020 22000.00

LLA :
BC 1771319 15TA 251 SH325 0 050120 2D 000000 A00004414207

9001AU 130069065000004 30500.00

LLA :
BD 1781810 11H0 251 SH325 0 050120 2D 000000 A20004351884

MOD P00006 Funding 1820560.00
Cumulative Funding 13255091.00

MOD P00007

7006BB 130069304600006 118000.00

LLA :
BE 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417780070SAA

7006BC 130069304600009 75600.00

LLA :
BF 97-11X8242 28P3 000 74P32 0 065916 2D PALA4N 404980030LAG

7006BD 130070203200010 260000.00

LLA :
BH 1781804 70BA 251 55262 0 068688 2D C00245 55262801DFWQ

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9001AV 130069304600007 23000.00

LLA :
BE 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417780070SAA

9001AW 130069304600008 44000.00

LLA :
BE 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417780070SAA

9001AX 130069304600010 29250.00

LLA :
BF 97-11X8242 28P3 000 74P32 0 065916 2D PALA4N 404980030LAG

9001AY 130069304600011 87750.00

LLA :
BG 97-11X8242 28P3 000 74P32 0 065916 2D PALA9N 404860020LAG

9001AZ 130070203200020 25000.00

LLA :
BH 1781804 70BA 251 55262 0 068688 2D C00245 55262801DFWQ

MOD P00007 Funding 662600.00
Cumulative Funding 13917691.00

MOD P00008

7006AN 130067800600130 454469.00

LLA :
AN 1781804 8B5B 251 S3251 0 050120 2D 000000 A00004246152

7006AP 130067800600150 95000.00

LLA :
AQ 1781804 8B5B 251 S3251 0 050120 2D 000000 A20004246152
2410(a) funds expire for this SLIN 365 days from effective date of above
modification, or through POP date identified in Section F, whichever occurs first.
Contractor may continue to invoice after this date, but only for work performed
during the applicable period.

7006BE 130070921600010 357653.00

LLA :
BJ 1781804 8C6C 251 S3251 0 050120 2D 000000 A00004493063

7006BF 130070983200001 25161.00

LLA :
BK 9760350 81BM 251 240V0 0 050120 2D 000000 A00004497754

7006BG 130070945300030 90057.00

LLA :
BL 2162035 ASX DLR12 0 15APPF D3 101001 1175145A0026 121543 021001

7006BH 130070945300041 193000.00

LLA :
BM 1781804 60CP 251 62306 068892 2D C00727 62306861T6QQ

9001AH 130067800600140 23000.00

LLA :
AN 1781804 8B5B 251 S3251 0 050120 2D 000000 A00004246152

9001AJ 130067800600160 5000.00

LLA :
AQ 1781804 8B5B 251 S3251 0 050120 2D 000000 A20004246152
2410(a) funds expire for this SLIN 365 days from effective date of above
modification, or through POP date identified in Section F, whichever occurs first.
Contractor may continue to invoice after this date, but only for work performed
during the applicable period.

9001BA 130070921600020 38058.00

LLA :
BJ 1781804 8C6C 251 S3251 0 050120 2D 000000 A00004493063

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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9001BB 130070983200002 1215.00

LLA :
BK 9760350 81BM 251 240V0 0 050120 2D 000000 A00004497754

9001BC 130070945300040 13585.00

LLA :
BL 2162035 ASX DLR12 0 15AFPF D3 101001 1175145A0026 121543 021001

9001BD 130070945300042 7000.00

LLA :
BM 1781804 60CP 251 62306 068892 2D C00727 62306861T6QQ

MOD P00008 Funding 1303198.00
Cumulative Funding 15220889.00

MOD P00009

7006AM 130067800600190 212787.00

LLA :
AM 1781804 8B5B 251 S3251 0 050120 2D 000000 A10004246152

7006AP 130067800600170 276965.00

LLA :
AQ 1781804 8B5B 251 S3251 0 050120 2D 000000 A20004246152
2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7006BJ 130071698100001 276245.50

LLA :
BN 1781804 52FA 251 00520 056521 2D PRW1FT 05218RC002IN

7006BK 130071688500001 700000.00

LLA :
BP 1781319 14RM 251 SH325 0 050120 2D 000000 A00004543598

7006BL 130071354800010 19000.00

LLA :
BQ 97X4930 NH6B 251 77777 0 050120 2F 000000 A00004523695

9001AG 130067800600200 23643.00

LLA :
AM 1781804 8B5B 251 S3251 0 050120 2D 000000 A10004246152

9001AJ 130067800600180 15000.00

LLA :
AQ 1781804 8B5B 251 S3251 0 050120 2D 000000 A20004246152
2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9001BE 130071698100002 13812.00

LLA :
BN 1781804 52FA 251 00520 056521 2D PRW1FT 05218RC002IN

9001BF 130071688500002 218421.49

LLA :
BP 1781319 14RM 251 SH325 0 050120 2D 000000 A00004543598

9001BG 130071354800011 1000.00

LLA :
BQ 97X4930 NH6B 251 77777 0 050120 2F 000000 A00004523695

MOD P00009 Funding 1756873.99
Cumulative Funding 16977762.99

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MOD P00010

7006AB 130066815900020 (50000.00)

LLA :

AB 1771319 14RM 251 SH325 0 050120 2D 000000 A10004159882

7006BK 130071688500003 3750169.88

LLA :

BP 1781319 14RM 251 SH325 0 050120 2D 000000 A00004543598

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7006BM 130072450400001 858400.00

LLA :

BR 1781804 60BA 257 50054 068732 2D CDES01 5005480098FQ

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7006BN 130072252800010 4384.00

LLA :

BS 97X4930 NH6B 251 77777 0 050120 2F 000000 A00004578197

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7006BP 130072548300010 145000.00

LLA :

BT 1781611 1599 251 SH325 0 050120 2D 000000 A00004594995

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7006BQ 130072548600001 685333.00

LLA :

BU 1781319 15TA 251 SH325 0 050120 2D 000000 A00004595102

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001BF 130071688500004 221578.00

LLA :

BP 1781319 14RM 251 SH325 0 050120 2D 000000 A00004543598

9001BH 130072450400002 6600.00

LLA :

BR 1781804 60BA 257 50054 068732 2D CDES01 5005480098FQ

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001BJ 130072252800020 5616.00

LLA :

BS 97X4930 NH6B 251 77777 0 050120 2F 000000 A00004578197

9001BK 130072548300020 7250.00

LLA :

BT 1781611 1599 251 SH325 0 050120 2D 000000 A00004594995

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001BL 130072548600002 42616.00

LLA :

BU 1781319 15TA 251 SH325 0 050120 2D 000000 A00004595102

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

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MOD P00010 Funding 5676946.88
Cumulative Funding 22654709.87

MOD P00011

7006BK 130071688500003 (1630000.00)

LLA :

BP 1781319 14RM 251 SH325 0 050120 2D 000000 A00004543598

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7006BR 130073814100003 73382.75

LLA :

BV 1781804 8B5B 251 S3251 0 050120 2D 000000 A10004673241

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7006BS 130066815900140 80750.00

LLA :

BW 1771319 15RC 251 SH325 0 050120 2D 000000 A40004159882

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7006BT 130066815900160 725000.00

LLA :

BX 1781319 15TA 251 SH325 0 050120 2D 000000 A50004159882

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7006BU 130073983400010 1446800.00

LLA :

BY 1781611 1590 251 SH325 0 050120 2D 000000 A00004683314

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7006BV 130073768100001 73052.40

LLA :

BZ 2172035 A5X DLR12 0 15AFPF D2 53B001 1228172A0031 816457 021001

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7105AB 130069304600015 75600.00

LLA :

CA 97-11X8242 28D2 000 74D22 0 065916 2D PTPA44 819380010JAB

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7105AC 130073993600001 500000.00

LLA :

CB 97-11X8242 PPT4 251 V1C00 0 050120 2D 000000 A00004684631

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7105AD 130073813400010 238000.00

LLA :

CT 1781804 8RZ3 251 S3251 0 050120 2D 000000 A00004673255

2410(a) funds expire for this SLIN 365 days from effective date of above

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modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7105AE 130068523200012 1037000.00

LLA :

AS 1761611 1593 251 SH325 0 050120 2D 000000 A00004306413

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7105AF 130073875900010 3040000.00

LLA :

CU 1781611 1593 251 SH325 0 050120 2D 000000 A00004677808

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7105AG 130069304600012 452000.00

LLA :

BE 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417780070SAA

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001BM 130073814100004 3862.25

LLA :

BV 1781804 8B5B 251 S3251 0 050120 2D 000000 A10004673241

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9001BN 130066815900150 4250.00

LLA :

BW 1771319 15RC 251 SH325 0 050120 2D 000000 A40004159882

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9001BP 130073983400020 72340.00

LLA :

BY 1781611 1590 251 SH325 0 050120 2D 000000 A00004683314

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001BQ 130073768100002 13150.00

LLA :

BZ 2172035 A5X DLR12 0 15AFPF D2 53B001 1228172A0031 816457 021001

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9105AB 130069304600014 158000.00

LLA :

BE 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417780070SAA

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9105AC 130069304600017 72750.00

LLA :

CC 97-11X8242 28D2 000 74D22 0 065916 2D PTPA7N 819360010JAB

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

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9105AD 130069304600016 52545.00

LLA :

CA 97-11X8242 28D2 000 74D22 0 065916 2D PTPA44 819380010JAB

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9105AE 130073993600002 1000.00

LLA :

CB 97-11X8242 PPT4 251 V1C00 0 050120 2D 000000 A00004684631

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9105AF 130073993600003 9000.00

LLA :

CB 97-11X8242 PPT4 251 V1C00 0 050120 2D 000000 A00004684631

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9105AG 130073813400020 12000.00

LLA :

CT 1781804 8RZ3 251 S3251 0 050120 2D 000000 A00004673255

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

9105AH 130073875900020 160000.00

LLA :

CU 1781611 1593 251 SH325 0 050120 2D 000000 A00004677808

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9105AJ 130069304600013 9000.00

LLA :

BE 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417780070SAA

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD P00011 Funding 6679482.40
Cumulative Funding 29334192.27

MOD P00012

7105AG 130069304600012 (452000.00)

LLA :

BE 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417780070SAA

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7105AH 130069304600022 452000.00

LLA :

CD 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417880080SAA

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9105AB 130069304600014 (158000.00)

LLA :

BE 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417780070SAA

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

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through and including the aforementioned date.

9105AJ 130069304600013 (9000.00)

LLA :

BE 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417780070SAA

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9105AK 130069304600023 9000.00

LLA :

CD 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417880080SAA

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9105AL 130069304600024 158000.00

LLA :

CD 97-11X8242 2828 000 74282 0 065916 2D PLEF4N 417880080SAA

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD P00012 Funding 0.00

Cumulative Funding 29334192.27

MOD P00013

7105AJ 130074879900001 229000.00

LLA :

CE 1791319 4684 251 00019 0 050120 2D 000000 A00004763713

7105AK 130074874700001 164000.00

LLA :

CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

7105AL 130074874700003 90000.00

LLA :

CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

7105AM 130074907000001 550000.00

LLA :

CG 1791319 17ST 251 SH325 0 050120 2D 000000 A00004766873

7105AN 130074934200001 180000.00

LLA :

CH 1781319 14RM 251 SH325 0 050120 2D 000000 A00004767220

7105AP 130074934600001 817750.00

LLA :

CJ 1781611 1599 251 SH325 0 050120 2D 000000 A00004767347

7105AQ 130069304600025 230000.00

LLA :

AX 97-11X8242 28F9 000 74F92 0 065916 2D P8904N 736280110GAA

7105AR 130069304600026 27000.00

LLA :

CK 97-11X8242 2843 000 74432 0 065916 2D PCIW44 826380010SAK

9105AM 130074879900002 54000.00

LLA :

CE 1791319 4684 251 00019 0 050120 2D 000000 A00004763713

9105AN 130074874700002 6000.00

LLA :

CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

9105AP 130074874700004 4000.00

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LLA :
CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

9105AQ 130074934600002 30000.00
LLA :
CJ 1781611 1599 251 SH325 0 050120 2D 000000 A00004767347

9105AR 130069304600027 4800.00
LLA :
CK 97-11X8242 2843 000 74432 0 065916 2D PCIW44 826380010SAK

MOD P00013 Funding 2386550.00
Cumulative Funding 31720742.27

MOD P00014

7006BG 130070945300030 (5357.00)
LLA :
BL 2162035 ASX DLR12 0 15AFFP D3 101001 1175145A0026 121543 021001

7006BV 130073768100001 (73052.40)
LLA :
BZ 2172035 ASX DLR12 0 15AFFP D2 53B001 1228172A0031 816457 021001
2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

7105AK 130074874700005 806000.00
LLA :
CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

7105AL 130074874700007 190000.00
LLA :
CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

7105AM 130074907000002 7582200.00
LLA :
CG 1791319 17ST 251 SH325 0 050120 2D 000000 A00004766873

7105AR 130069304600028 15250.00
LLA :
CK 97-11X8242 2843 000 74432 0 065916 2D PCIW44 826380010SAK

7105AS 130075462100001 160000.00
LLA :
CL 1791319 15TA 251 SH325 0 050120 2D 000000 A00004809170

7105AT 130075462200001 4106150.00
LLA :
CM 1791611 1590 251 SH325 0 050120 2D 000000 A00004809171

7105AU 130074874700009 150000.00
LLA :
CN 1791804 8B5B 251 S3251 0 050120 2D 000000 A10004763632

7105AV 130075363600001 230308.00
LLA :
CP 1791804 8C6C 251 S3251 0 050120 2D 000000 A00004804691

7105AW 130069065000006 849926.75
LLA :
CQ 1781810 11H0 251 SH325 0 050120 2D 000000 A30004351884

9001BC 130070945300040 (9485.00)
LLA :
BL 2162035 ASX DLR12 0 15AFFP D3 101001 1175145A0026 121543 021001

9001BQ 130073768100002 (13150.00)

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LLA :
 BZ 2172035 A5X DLR12 0 15AFFP D2 53B001 1228172A0031 816457 021001
 2410(a) funds expire for this SLIN 365 days from effective date of above
 modification, or through POP date identified in Section F, whichever occurs first.
 Contractor may continue to invoice after this date, but only for work performed
 during the applicable period.

9105AN 130074874700006 79000.00

LLA :
 CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

9105AP 130074874700008 9500.00

LLA :
 CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

9105AR 130069304600029 1300.00

LLA :
 CK 97-11X8242 2843 000 74432 0 065916 2D PCIW44 826380010SAK

9105AS 130074907000003 527584.00

LLA :
 CG 1791319 17ST 251 SH325 0 050120 2D 000000 A00004766873

9105AT 130075462200002 904663.00

LLA :
 CM 1791611 1590 251 SH325 0 050120 2D 000000 A00004809171

9105AU 130074874700010 15000.00

LLA :
 CN 1791804 8B5B 251 S3251 0 050120 2D 000000 A10004763632

9105AV 130075363600002 17150.00

LLA :
 CP 1791804 8C6C 251 S3251 0 050120 2D 000000 A00004804691

9105AW 130069065000007 43200.00

LLA :
 CQ 1781810 11H0 251 SH325 0 050120 2D 000000 A30004351884

MOD P00014 Funding 15586187.35
 Cumulative Funding 47306929.62

MOD P00015

7105AF 130073875900010 (3040000.00)

LLA :
 CU 1781611 1593 251 SH325 0 050120 2D 000000 A00004677808
 Contractor may NOT perform against this SLIN after POP date identified in Section
 F. Contractor may continue to invoice after this date, but only for work performed
 through and including the aforementioned date.

7105AJ 130074879900003 170000.00

LLA :
 CE 1791319 4684 251 00019 0 050120 2D 000000 A00004763713

7105AK 130074874700011 142633.00

LLA :
 CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

7105AL 130074874700013 221000.00

LLA :
 CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

7105AX 105987.00

LLA :
 CR 17x4557 1G10 251 SA325 0 068342 2D 000000 231985000000

7105AY 130076462900001 1000000.00

LLA :

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CS 1791804 8RZ3 251 S3251 0 050120 2D 000000 A00004884404
 2410(a) funds expire for this SLIN 365 days from effective date of above
 modification, or through POP date identified in Section F, whichever occurs first.
 Contractor may continue to invoice after this date, but only for work performed
 during the applicable period.

9105AH 130073875900020 (160000.00)

LLA :

CU 1781611 1593 251 SH325 0 050120 2D 000000 A00004677808

Contractor may NOT perform against this SLIN after POP date identified in Section
 F. Contractor may continue to invoice after this date, but only for work performed
 through and including the aforementioned date.

9105AN 130074874700012 6000.00

LLA :

CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

9105AP 130074874700014 9000.00

LLA :

CF 1791804 8B5B 251 S3251 0 050120 2D 000000 A00004763632

9105AX 130076462900002 50000.00

LLA :

CS 1791804 8RZ3 251 S3251 0 050120 2D 000000 A00004884404

2410(a) funds expire for this SLIN 365 days from effective date of above
 modification, or through POP date identified in Section F, whichever occurs first.
 Contractor may continue to invoice after this date, but only for work performed
 during the applicable period.

MOD P00015 Funding -1495380.00

Cumulative Funding 45811549.62

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this Task Order, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

See Section B and F

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).
- (d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

- (a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.
- (b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:
 - (1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also,

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the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

- (2) Description of work necessary to undo work already completed which has been deleted by the change;
 - (3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;
 - (4) Description of interference and inefficiencies in performing the change;
 - (5) Description of each element of disruption and exactly how work has been, or will be disrupted:
 - (i) The calendar period of time during which disruption occurred, or will occur;
 - (ii) Area(s) aboard the vessel where disruption occurred, or will occur;
 - (iii) Trade(s) disrupted, with a breakdown of manhours for each trade;
 - (iv) Scheduling of trades before, during, and after period of disruption;
 - (v) Description of measures taken to lessen the disruptive effect of the change;
 - (6) Delay in delivery attributable solely to the change;
 - (7) Other work attributable to the change;
 - (8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and
 - (9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.
- (c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.
- (d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

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

The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
 P.O. Box 8000
 Corona, CA 92878-8000
 Phone: (951) 898-3207

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FAX: (951) 898-3250
Internet: <http://www.gidep.org>

5252.216-9122 LEVEL OF EFFORT - ALTERNATE I (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer

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with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted:

- (1) The total number of man-hours of direct labor expended during the applicable period;
 - (2) A breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs;
 - (3) A breakdown of other costs incurred;
 - (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; and
 - (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.
- (i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions including security requirements and labor laws remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.
- (j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each manhour performed in accordance with the terms of the contract.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
- (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete resume of the proposed substitute; and
 - (3) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

The following are considered Key Personnel:

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5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:

- (1) assign additional work under the contract;
- (2) direct a change as defined in the "CHANGES" clause of this contract;
- (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the contract.

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

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

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

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

FAR 52.204-16 - COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)

FAR 52.204-18 - COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)

FAR 52-204-19 - INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

FAR 52.209-10 - PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)

FAR 52.210-1 - MARKET RESEARCH (APR 2011)

FAR 52-215-10 - PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

FAR 52.215-20 - REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

FAR 52.216-11- COST CONTRACT--NO FEE (APR 1984)

FAR 52.222-29 - NOTIFICATION OF VISA DENIAL (APR 2015)

FAR 52.222-40 - NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

FAR 52.222-46 - EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

FAR 52-222-55 - MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014) FAR 52-223-5 - POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

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

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

FAR 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)

FAR 52.242-15 ALT I - STOP-WORK ORDER (APR 1984)

FAR 52.247-63 - PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) 252.203-7003 - AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

252.203-7004 - DISPLAY OF HOTLINE POSTER (JAN 2015)

252-204-7003 - CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

252.204-7005 - ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

252.204-7012 - SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

252.204-7015 - DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)

252.215-7002 - COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)

252.215-7008 - ONLY ONE OFFER

252.216-7009 - ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH WHISTLEBLOWER PROCEEDING (SEP 2013)

252.223-7006 - PROHIBITION OF STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS--BASIC (SEP 2014)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

252.225-7980, Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008)(JUN 2016)

252.225-7981, Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM)

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(DEVIATION 2015-O0016)(SEP 2015)

252.225-7987 Requirements for Contractor Personnel Performing in USSOUTHCOM Area of Responsibility (CLASS DEVIATION 2014-O0016) (OCT 2014)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2015-O0013) (MAR 2015)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009)(JAN 2015)

252.231-7000 – SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.237-7023 - CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

252.244-7001 - CONTRACTOR PURCHASING SYSTEM ADMINISTRATION—BASIC (MAY 2014)

CLAUSES INCORPORATED BY FULL TEXT:

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item	Latest Option Exercise Date
7004	09/13/2018
7101	09/13/2019
7102	09/13/2019
7103	09/13/2019
7104	09/13/2019
7200	09/13/2020
7201	09/13/2020
7202	09/13/2020
7203	09/13/2020
7204	09/13/2020
7300	09/13/2021
7301	09/13/2021
7302	09/13/2021
7303	09/13/2021
7304	09/13/2021
7400	09/13/2022
7401	09/13/2022
7402	09/13/2022
7403	09/13/2022
7404	09/13/2022
9200	09/13/2020
9300	09/13/2021
9400	09/13/2022

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

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

FAR 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007)

a) Definitions. As used in this clause—

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

Note: The Task Order Contracting Officer's Approval is required prior to the addition of any Subcontractors not listed in Paragraph (J) below, and for any changes to the type of the contract for existing Subcontracts. The Task Order Contracting Officer will determine the documentation to be submitted by the Contractor for approval.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

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- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

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

As annotated below Time and Material (T&M) subcontractors were proposed by the prime contractor and accepted by the Government. All other subcontractors were proposed and accepted as CPIF or CPFF. The following outlines the awarded T&M rates for those applicable subcontractors. All labor shall be invoiced in accordance with the loaded labor rates accepted as proposed and listed below for T&M subcontractors unless otherwise negotiated by the Contracting Officer:

SubContractor	Corresponding Government Labor Category	Place of Performance	YR 1 Rate	YR 2 Rate	Yr 3 Rate	Yr 4 Rate	Yr 5 Rate
	Senior Engineer	Contractor Site					
	Senior Analyst	Contractor Site					
	Senior Analyst	Contractor Site					
	Senior Analyst	Contractor Site					
	Senior Analyst	Contractor Site					
	Senior Analyst	Contractor Site					
	Senior Analyst	Contractor Site					
	Junior Analyst	Contractor Site					
	Engineering Techniciat	Contractor Site					
	Senior Engineer	Contractor Site					
	Senior Engineer	Contractor Site					

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	Mid-Level Naval Architect	Contractor Site					
	Mid-Level Naval Architect	Contractor Site					
	Junior Engineer	Contractor Site					
	Mid-Level Naval Architect	Contractor Site					
	Senior Engineer	Contractor Site					
	Senior Engineer	Contractor Site					

Note: Regarding **52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007)** Teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)

(a) *Definitions.* As used in this provision—
“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause [252.204-7012](#), Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see [252.204-7012\(b\)\(1\)\(ii\)](#))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate Offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)

(a) *Definitions.* As used in this clause—
“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred. “Controlled technical information” means technical information with military or space application that is subject to controls on the

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access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions. “Covered defense information” means unclassified information that—

(1) Is—

(i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) *Restrictions*. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts*. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT

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REPORTING (DEC 2015)

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred. “Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system.

This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

‘Operationally critical support’ means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s

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ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report*. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement*. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software*. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection*. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis*. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information*. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD*. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD*. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and

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regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

252.239-7999 CLOUD COMPUTING SERVICES (DEVIATION 2015-O0011) (JAN 2015)

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

“Access” means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

“Cloud computing” means a model for enabling ubiquitous, convenient, on demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Government data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include a contractor's business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Spillage” means an unauthorized transfer of classified data or controlled unclassified information to an information system that is not accredited for the applicable security level of the data or information.

(b) *Cloud security requirements.* The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that are required for the security level and services being provided, in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time of contract award) found at http://iase.disa.mil/cloud_security/Pages/index.aspx (Note: the new cyber incident reporting requirements of SRG section 6.4 become enforceable by the Government upon the effective date of the information collection governing the new reporting requirements (see DFARS case 2013-D018). However, this does not abrogate, limit, or otherwise affect the Contractor's obligation to comply with any other cyber incident reporting or other reporting requirement that is contained in this contract).

(c) *Limitations on access to, and use and disclosure of, Government data and Government-related data.*

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order issued hereunder.

(i) If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

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(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the Government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records management.

(1) The Contractor shall deliver to the Contracting Officer all Government data and Government-related data in the format specified in the schedule.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data. The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage. Upon written notification by the Government of a spillage, or the Contractor's discovery of a spillage, the Contractor shall coordinate immediately with the responsible Government official to correct the spillage in compliance with agency-specific instructions.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - CDRLs

Attachment 1 - DD 254

Attachment 2 - PMS 325 Org Chart