AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
U	1		2

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
26	05/14/2020	NA	N/A

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE	SCD
	N64498		S0701A	C

NAVAL SURFACE WARFARE CENTER PHILA
NSWCPD
Philadelphia, PA 19112-1403

DCMA HARTFORD
130 DARLIN STREET
EAST HARTFORD, CT 06108-3234

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

Rite-Solutions, Inc.
185 South Broad Street, Suite 303
Pawcatuck, Connecticut 06379

CODE 1PSA3 FACILITY CODE 125370176

(X) ☐ 9A. AMENDMENT OF SOLICITATION NUMBER

9B. DATED *(SEE ITEM 11)*

☒ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER
N00178-04-D-4115/EHP1

10B. DATED *(SEE ITEM 13)*
12/02/2016

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 he hour and date specified in the solicitation or as amended, by one of the following me hods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☒	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 43.103(B)
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

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

Except as provided herein, all terms and conditions of he document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		[redacted]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		[redacted] *(Signature of Contracting Officer)*	05/14/2020

General Information

[redacted]

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 59

1. CONTRACT/PURCH ORDER/AGREEMENT NO.	2. DELIVERY ORDER/CALL NO.	3. DATE OF ORDER/CALL (YYYYMMMDD)	4. REQUISITION/PURCH REQUEST NO.	5. PRIORITY
N00178-04-D-4115	EHP1	2020MAY14	NA	Unrated

6. ISSUED BY CODE N64498
NAVAL SURFACE WARFARE CENTER PHILA
NSWCPD
Philadelphia, PA 19112-1403

7. ADMINISTERED BY *(If other than 6)* CODE S0701A
SCD: C
DCMA HARTFORD
130 DARLIN STREET
EAST HARTFORD, CT 06108-3234

8. DELIVERY FOB
☐ DESTINATION
☐ OTHER *(See Schedule if other)*

9. CONTRACTOR CODE 1PSA3 FACILITY 125370176
NAME AND ADDRESS
Rite-Solutions, Inc.
185 South Broad Street, Suite 303
Pawcatuck, CT 06379

10. DELIVER TO FOB POINT BY *(Date)* (YYYYMMMDD)
SEE SCHEDULE

11. X IF BUSINESS IS
☒ SMALL
☐ SMALL DISAD-VANTAGED
☐ WOMEN-OWNED

12. DISCOUNT TERMS
Net 30 Days WAWF

13. MAIL INVOICES TO THE ADDRESS IN BLOCK
SEE SECTION G

14. SHIP TO CODE
SEE SECTION F

15. PAYMENT WILL BE MADE BY CODE HQ0337
DFAS Columbus Center, North Entitlement Operations
P.O. Box 182266
Columbus, OH 43218-2266

MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16. TYPE OF ORDER
DELIVERY/CALL ☒ This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
PURCHASE ☐ Reference your ____ furnish the following on terms specified herein.
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Rite-Solutions, Inc.		Susan Wilding	
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMMDD)

☐ If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
SEE SCHEDULE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY: [redacted]
05/14/2020
CONTRACTING/ORDERING OFFICER

25. TOTAL [redacted]
26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN
☐ INSPECTED ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS
	☐ PARTIAL ☐ FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
f. TELEPHONE NUMBER / g. E-MAIL ADDRESS	31. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL		34. CHECK NUMBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. a. DATE (YYYYMMMDD) / b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY *(Print)*	39. DATE RECEIVED (YYYYMMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
[redacted]							

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		[redacted]					
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]		[redacted]					
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]		[redacted]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
[redacted]							

ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
[redacted]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
[redacted]					
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]					
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[redacted]					
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
[redacted]					

Level of Effort: The level of effort for the performance of this task order is based upon an anticipated total estimated level of effort of 72,280 man-hours of direct labor. The estimated composition of the 72,280 man-hours of direct labor can be found in the chart below:

Labor Categories	Labor Hours					
Contractor Site	Base Year	Option I	Option II	Option III	Option IV	Total all 5 Year
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Government Site	Base Year	Option I	Option II	Option III	Option IV	Total all 5 Year
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

*Denotes Key Personnel

SUPPORT COSTS

Offerors may propose G&A on top of the NTE ODC estimates. However, Offerors shall not "back into" the ODC amount. If G&A is not proposed on top of ODCs as part of the cost proposal, it shall not be asked for after submission of the proposal or post-award.

SUPPORT COSTS INCLUDING MATERIAL AND TRAVEL AND OTHER DIRECT SUPPORT COSTS, IF ANY, WILL BE REIMBURSED ON THE BASIS OF ACTUAL REASONABLE AND ALLOWABLE COSTS INCURRED PLUS G&A AND/OR MATERIAL HANDLING. **THESE COSTS ARE NOT SUBJECT TO FEE.**

Offerors are to propose on the labor categories and hour estimates provided as the Level of Effort. Offerors who propose other than what is specified may be considered non-responsive.

PAYMENT OF FEE

(a) The Government shall make payments to the Contractor subject to and in accordance with the clause contained in the base IDIQ entitled "Fixed Fee" (FAR 52.216-8). Such payments shall be equal to the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of the base IDIQ entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7). Total fees paid to the contractor for performance of work under this task order shall not exceed the fee amount set forth in the task order.

(b) In the event of discontinuance of the work under this task order in accordance with the clause of the base IDIQ contract entitled "LIMITATION OF COSTS" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this task order, the contractor shall repay the excess amount of the Government. If the adjusted fee exceeds all payments made to the contractor under this task order, the Government shall be required to pay the contractor any amount in excess of the funds obligated under this task order at the time of the discontinuance of work.

[redacted]

Approved Subcontractors

[redacted]

[redacted] B-2-0015 PAYMENTS OF FEE(S)(LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee"in cost-plus-incentive-fee type

contracts, "base fee" in cost-plus-award-fee type contracts, or"fixed fee" in cost-plus-fixedfee 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 with holding 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.
(End of Text)

HQ B-2-2007 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-2-0020 TRAVEL COSTS – ALTERNATE (NAVSEA)(DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant 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 incident 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 incident 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.

****CAUTION NOTICE****

Overtime for this task order is not estimated or approved.

Section C - Description/Specifications/Statement of Work

STATEMENT OF WORK

Submarine Sail and Antenna Life Cycle Engineering and Logistics Support Services

1.0 BACKGROUND

The Naval Surface Warfare Center, Philadelphia Division (NSWCPD) is tasked as the In-Service Engineering Agent (ISEA) for several major programs and products that provide tactical and strategic communication systems and special mission sensors for U. S. Navy platforms including SSN, SSGN and SSBN submarines, surface ships, aircraft, and land based facilities. Tasking under this contract is to provide scientific, engineering, analytical, technical, and evaluation services in support of the ISEA and related support functions. The Sail System HM&E Engineering Branch, The Antenna Engineering & Sail Modernization Branch and the Sail, Antenna, Networks and Navigations System Division of the Naval Surface Warfare Center, Philadelphia Division (NSWCPD), requires contractor/engineering and technical support in the areas of Submarine Communications and Surveillance Systems.

2.0 SCOPE

The Contractor shall provide engineering and technical services to Naval Surface Warfare Center, Philadelphia Division (NSWCPD) and the U.S. Navy in the key technology areas of advanced Submarine Communications and Surveillance Systems, for towed communications buoys, mast antennas, Radio Frequency Distribution and Control System (RFDACS), Common Submarine Radio Room (CSRR), and other associated sensors and platform systems. The contractor shall provide engineering and technical services to support assigned ISEA functions to include analysis, modeling, design, prototype fabrication, logistics engineering, testing, systems engineering, sustainment engineering, and systems life cycle engineering management.

3.0 APPLICABLE DOCUMENTS

- SECNAVINST 4000.31 Life Cycle Cost
- SPAWARINST 5400.3 Systems Engineering Technical Review Process
- MIL-DTL-31000 Detail Specification, Technical Data
- MIL-DTL-24784 Manual, Technical: General Acquisition and Preparation Requirements
- MIL-HDBK-470A Designing and Developing Maintainable Products and Systems
- ANSI/GEIA-STD-0009 Reliability Program Standard for Systems Design, Development, and Manufacturing
- DOD-STD-2106 Development of Shipboard Industrial Test Procedures
- MIL-STD-1472F Human Engineering
- MIL-HDBK-46855A Human Engineering Program Process and Procedures
- MIL-HDBK-896 Manufacturing and Quality Program
- IEEE-STD-1220-2005 Standard for Application and Management of the Systems Engineering Process
- MIL-STD962D Defense Standards Format and Content
- MIL-STD-810G Environmental Engineering Considerations and Laboratory Tests
- MIL-STD-1521B Tech Reviews and Audits for Systems, Equipments, and Computer S/W
- NAVSEAINST 4720.14 Temporary Alterations to Active Fleet Submarines
- MIL-STD-721 DEFINITIONS OF TERMS FOR RELIABILITY AND MAINTAINABILITY

- MIL-STD-2074 FAILURE CLASSIFICATION FOR RELIABILITY TESTING
- MIL-STD-2155 FAILURE REPORTING, ANALYSIS AND CORRECTIVE ACTION SYSTEM
- Event Schedules and the Navy information exchange requirements
- Test Plans, Test Procedures, and Test Documentation
- C4I System Plans (C4ISP)
- Interface Design Documents (IDD)
- Interface Design Specifications (IDS)
- Integrated Logistic Support Plans and Summaries (ILSP, ILSS)
- Technical and Engineering Drawings and Test Reports

Additional applicable documents and instructions may be called out in individual technical instructions (TIs) if applicable. The effective issue or revision listed in the Department of Defense Index of Specification and Standards (DODISS) and supplements apply.

4.0 TECHNICAL REQUIREMENTS

The contractor shall provide engineering and technical services to support assigned ISEA functions to include analysis, modeling, design, prototype fabrication, logistics engineering, acquisition logistics, testing, systems engineering, sustainment engineering, and systems life cycle engineering. Work shall be performed in accordance with recognized industry standards, applicable MIL-STDS, or NSWCPD GFI. Major tasking is defined in the following categories.

4.1 Systems Engineering

4.1.1 The Contractor shall develop, implement and maintain systems engineering documents such as test plans, test procedures, C4I plans, interface design specifications and integrated logistic support plans and summaries, technical drawings and test reports.

4.1.2 The Contractor shall develop or technically assess milestone criteria (GFI) and provide engineering impacts assessment reports regarding established schedules (GFI).

4.1.3 The Contractor shall review technical planning documents, prototype technical specifications, white papers, and schedules (GFI) to identify technical risks or conflicts and provide technical impact assessments for identified risks and corrective recommendations.

4.1.4 Provide reliability engineering for the development of reliability requirements, implementation of design for reliability processes, reliability test plan development, and test data analysis.

4.1.5 The Contractor shall develop, analyze, and maintain system specifications, data packages, and validation documentation (GFI) or changes thereto.

4.1.6 The Contractor shall attend systems engineering meetings to obtain, exchange, and report technical information.

4.2 In-Service Engineering and Life Cycle Services

4.2.1 The Contractor shall analyze fleet usage information and item failure data provided as GFI to assess failure trends and identify root causes. The Contractor shall provide technical reports containing technical recommendations for decreasing fleet failures and increasing operational readiness. The contractor shall maintain Failure Reporting, Analysis, and Corrective

Action System (FRACAS) to assist in tracking and correct fleet failures.

4.2.2 The Contractor shall perform onboard technical work equipment installation, testing, modification, or repair.

4.2.3 The Contractor shall perform technical reviews of maintenance and repair standards (GFI) and provide technical reports containing technical recommendations for changes or improvements.

4.2.4 The Contractor shall review and analyze current repair planning documents and assess to determine appropriate level (O, I, D) of overhaul and repair (O&R) of in service equipment.

4.2.5 The Contractor shall perform material receipt inspections, audits, and material QA checks and report shortages, incorrect material, or other deficiencies.

4.2.6 The Contractor shall prepare shipping documentation and prepare and track shipments. The Contractor shall keep, maintain, and update shipping records and provide periodic reports.

4.2.7 The Contractor shall support engineering changes and ILS product and document (GFI) reviews. The Contractor shall prepare and deliver written recommendations for document improvements, changes, or updates.

4.2.8 The contractor shall develop system assembly drawings with CADD/drafting software to support design analyses and the development of prototype hardware for existing and new projects such as system diagrams, arrangement, assembly/subassembly, piece parts, installation, outline, schematics and sketches. Types of models may include assembly, exploded view, and component. Support may include Finite Element Analysis of models to evaluate the suitability of the design.

4.2.9 The Contractor shall attend In-Service Engineering meetings to obtain, exchange, and report technical information.

4.3 Integrated logistics Support (ILS) Services

The contractor shall provide logistics management and Integrated Logistics Support (ILS) support for Imaging, Electronic Warfare, Submarine Sail and Communication systems programs including:

4.3.1 The Contractor shall develop, manage, and coordinate technical ILS requirements in shipbuilding, systems development, systems production and modernization for the life cycle of the program.

4.3.2 The Contractor shall develop, manage, analyze, recommend and coordinate logistics element processes, conduct ILS risk assessments and develop logistics support plans and planning documentation.

4.3.3 The Contractor shall develop, manage, analyze, recommend and coordinate draft maintenance plans including milestones and schedule, overall maintenance policies and procedures and maintenance concepts.

4.3.4 The Contractor shall develop, manage, analyze, monitor, track and provide status of provisioning process, the development of the Consolidated Shipboard Allowance List (COSAL), and the procurement, receipt, and stowage aboard ship of repair parts, equipage, and test equipment.

4.3.5 The Contractor shall develop, manage, analyze, recommend, validate and coordinate requirements to acquire, catalog, receive, store, transfer, issue and dispose of spares, repair parts, and consumable items, draft documentation for supply support efforts.

4.3.6 The Contractor shall develop, manage, analyze, recommend, validate and coordinate the preservation, packaging, handling and transportation of ship, submarine and combat system equipment and support items including rotatable pools and major spare equipment and provide recommendations on support equipment program plans and documents.

4.3.7 The Contractor shall develop, manage, analyze, recommend, validate and coordinate risk assessments, analyses, metrics, recommendations, and documents covering ILS areas.

4.3.8 The Contractor shall develop, manage, analyze, recommend, validate and coordinate training documentation (i.e. Technical manuals, Training Plans) for the Integrated Logistics Elements and other logistics disciplines.

4.3.9 The Contractor shall develop, manage, analyze, recommend, validate and coordinate studies to define facilities or facility improvements, locations, space needs, utilities, environmental, occupational safety and health requirements, real estate requirements and equipment.

4.3.10 The Contractor shall receive, transmit and analyze technical data in manual and electronic or integrated digital/data environment and maintain technical documentation.

4.3.11 The Contractor shall develop, manage, analyze, monitor, track, and provide status on Enterprise Change Requests (ECRs), Engineering Changes (ECs), Ohio Class Modifications (OCMODS), Field Changes (FCs), Temporary Engineering Changes (TECs), Temporary Alterations (TEMPALTS), as well as other applicable submarine configuration change packages.

5.0 PROGRESS REPORTS & DELIVERABLES

Deliverables shall be identified and delivered in accordance with CDRLs listed below and included as Attachment 2 to the RFP.

Deliverable Items:

- The Contractor shall deliver Systems Engineering Technical Reports to include Engineering Plans, Milestone Criteria, Impact and Risk Assessments, Integration Plans, Test and Validation Documentation, and Data Packages in accordance with CDRL [E001].
- The Contractor shall deliver In Service Engineering and Life Cycle Technical Reports to include Fleet Failure and Readiness reports, Installation/Repair reports, Maintenance and Repair Standards Recommendation reports, Level of O&R reports, Material Receipt and QA reports, Shipping and Tracking reports, and ECP/ILS Document Review reports in accordance with CDRL [E001].
- The Contractor shall deliver ILS Technical Reports and products in accordance with CDRL [E001].
- The Contractor shall deliver Technical Reports addressing shipboard equipment installation, testing, repair or modification and associated problems, resolutions, lessons learned, and future technical recommendations in accordance with CDRL [E002].
- The Contractor shall deliver technical data packages to include drawings, models, and sketches in accordance with CDRL [E003]
- The Contractor shall deliver Test Plans and Procedures in accordance with CDRL [T001]
- The Contractor shall deliver Status Reports in accordance with CDRL [A001].
- The Contractor shall deliver Meeting Reports/Minutes in accordance with CDRL [A002].
- The Contractor shall deliver Contract Status Report in accordance with CDRL [A003_1].
  - This report shall reflect both prime and Subcontractor data if applicable at the same level of detail.
  - The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR.

6.0 Quality Surveillance & Performance Standards

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in individual technical instructions. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contactor's ability to manage to its proposed costs.

7.0 Government Furnished Information

The following are examples of Government Furnished Information (GFI) which shall be made available to the contractor on an as required basis as specified in each technical instruction in the performance of this task order:

Test Plans

Test Procedures

C41 Plans

Prototype Technical Specifications

Interface Design Specifications

Systems Specifications

Validation Documentation

Integrated Logistic Support Plans and Summaries

Technical Drawings and Test Reports

Item Failure Data

Repair Planning Documents

System Operational Documentation

Program Objective Memorandum

Production/Performance Test Reports

Manuals and Maintenance Procedures

Reliability and Maintainability Prediction Reports

Test, Inspection, and Evaluation Reports

Miscellaneous Technical/Planning/Scheduling Documentation

Fleet Usage Data

ECP/ILS Documents

Shipping and Inventory Schedules

8.0 Security

8.1 Work performed under this contract will be up to and including **SECRET.** SIPRNET access at a government facility is required to perform the work under this contract.

8.2 The Contractor shall comply with DD Form 254, Contract Security Classification Specification (Attachment 3 to the RFP), and any documents such as Classification Guides attached thereto or referenced thereon.

8.3 Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to NSWCPD sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at:

http://www.opm.gov/forms/index.asp

8.4 Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLC.

8.5 The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.

8.6 Contractor Personnel Identification

In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.

9.0 Information Assurance – Unclassified DOD Information on non-DOD Information Systems (Jul 2010)

9.1 The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in Directive-Type Memorandum (DTM) 08.027 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address:

http://www.dtic.mil/whs/directives/corres/pdf/DTM-08-027.pdf

9.2. Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

9.3 Contractor personnel that have not been briefed on Directive-Type memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access to contractor systems that contain unclassified DoD information.

9.4 Subcontracts: If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

10.0 Personnel Qualifications

The following statements define general instructions for the qualifications of key personnel and non-key personnel.

10.1 The contractor shall be responsible for the employment of trained and technically qualified personnel to perform the tasks to be ordered hereunder by this statement of work. In addition, the contractor is responsible for organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements and those set forth in the task order.

a. The government reserves the right, during the life of this contract, to request work histories on any contractor employee for purpose of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this contract shall meet the experience, educational, or background requirements set forth herein and are fully capable of performing the functions of the respective labor categories in an efficient, reliable, and professional manner. If the contracting officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

b. All contractor personnel are required to comply with computer security requirements applicable to the Government's computer systems being used or accessed by them during the performance of this task order. When a decision is made known to a contractor employee that the employee will no longer need access to the Government computer system (due to dismissal, reassignment, or resignation), it is the responsibility of the contractor to immediately notify the Contracting Officer's Representative (COR) that the individual will not be permitted access to the computer system and its data files.

c. The appropriate level of clearance will be required in order to access specific compartments onboard ship in addition to government facilities.

d. When requested, the contractor shall provide resumes and similar work experience to document employee competencies.

e. In the event key personnel is proposed for performance under the resultant contract is not currently employed by the offeror, the offeror shall include with their proposal, a letter of intent signed by that individual who states the individual's intent to accept employment with that offeror within thirty (30) days of contract award of the contract is awarded to the offeror.

10.2 **Key Personnel** – The following labor categories are designated Key Personnel for this task order. Resumes will be submitted for each category in the quantities indicated in parenthesis by the key category description. Please note accredited herein means; Accredited by an accreditation agency listed as nationally recognized by the U.S. Department of Education.

NOTE: The stipulated education and work experience qualifications for the Key Personnel labor categories are targets unless the labor category is identified with "Minimum Requirements", in which case the qualifications stated represent the minimum.

The target qualifications for the respective key labor categories are as follows (asterisks denote key personnel):

- **Program Manager*** (1 Resume) **/ Program Manager Level I**

a. BS in Engineering or Naval Architecture. Education may be substituted with 10 years of relevant experience in program management, program oversight, systems engineering, and acquisitions program management for communications and sensor systems for the U.S. Navy.
b. 5 years of relevant experience in a supervisory/management capacity with responsibilities for management of subordinates and personnel issues and direction.
c. 5 years of relevant experience with responsibility for financial management, tracking and fiscal oversight of program funding.

- **Sr. Electronics Design Engineer, Communication Systems*** (1 Resume) / **Design Engineer Level III**

a. MS in Electrical/Electronics Engineering (Minimum Requirement).
b. 5 years of relevant experience in the area of design and modification of complex electrical systems
c. 3 years of relevant experience in the design and modification of submarine antenna and communication systems.
d. 3 years of experience with configuration changes, documentation, and Configuration Management.

- **Project Manager, Communication Systems*** (1 Resume) / **Systems Engineer Level III**

a. BS in Electrical/Electronics Engineering.
b. 5 years of relevant experience with Submarine Communication Systems, including deriving requirements, developing test plans, troubleshooting, repair, design development, and prototyping.
c. 3 years of relevant experience with responsibility for financial management, tracking and fiscal oversight of project funding.
d. 3 years of experience with configuration changes, documentation, and Configuration Management.

10.3 **Non-Key Personnel** – The following labor categories are designated non-Key Personnel for this statement of work. The offeror shall ensure all non-key personnel performing under this task order meet the Government's minimum education and experience requirements.

The minimum qualifications for the respective non-key labor categories are as follows:

- **Computer Engineer** / **Computer Engineer Level II**

a. BS in Computer Engineering
b. 3 years of relevant experience with communication handling equipment control systems, or U.S. Navy electronic systems.
c. 3 years of experience as a network analyst including setting up, troubleshooting, analyzing, and diagnosing common problems with Local Area Networks (LANs).
d. 3 years of experience in programming languages C++, Java, Python.

- **Electrical Engineer** / **Electrical/Electronics Engineer Level II**

a. BS in Electrical/Electronics Engineering Technology, or BS in Electrical Engineering/Electronics Engineering.
b. 2 years of experience providing fleet technical assistance for various Naval ship classes.
c. 2 years of experience developing and executing ship systems test plans.
d. 3 years of relevant experience in the area of design and modification of complex electrical systems.

e. **Mechanical Engineer** / **Mechanical Engineer Level II**
f. BS in Mechanical Engineering Technology, or BS in Mechanical Engineering.
g. 2 years of experience providing fleet technical assistance for various Naval ship classes
h. 2 years of experience developing and executing ship systems test plans
i. 3 years of relevant experience in the area of design and modification of complex mechanical systems

- **Systems Engineer** / **Systems Engineer Level II**

a. BS in Mechanical, Electrical/Electronics, or Computer Engineering.
b. 3 years of experience in the application of Systems Engineering Principles and Practices on complex Navy systems.
c. 3 years of relevant experience in the area of design and modification of complex systems of systems; including the integration of mechanical, electrical, and control functions.

- **Logistician / Logistician Level I**

a. High school, trade/industrial school, GED equivalent, or a certificate of completion from a technical or military school.
b. 3 years of experience providing logistical review of drawings, schematics, wire lists, parts lists, or diagrams

- **Configuration Management Specialist / Configuration Management Specialist Level I**

a. High school, trade/industrial school, GED equivalent, or a certificate of completion from a technical or military school.
b. 3 years of experience with configuration changes, documentation, and Configuration Management.

c. **Engineering Technician / Engineering Technician Level II**
d. High school, trade/industrial school, GED equivalent, or a certificate of completion from a technical or military school in a course of study including electronic theory and the theory of the operation and maintenance of electronics and test equipment.
e. 3 years of relevant experience as a technician with computer, electronic, or mechanical systems.

- **CAD Operator / Drafter/CAD Operator Level II**

a. High school, trade/industrial school, GED equivalent, or a certificate of completion from a technical or military school.
b. 3 years of relevant experience in the area of Computer-Aided Design.

11. Place of Performance

The majority of the tasking will take place in Philadelphia with limited travel to Bangor, WA; San Diego, CA; Washington, DC; Kings Bay, GA and Newport, RI.

12. Technical Instructions

Services shall be performed in accordance with the Statements of Work which are included in the individual Technical Instructions (TIs). These Statements of Work detail efforts that fall within the scope of the basic contract Statement of Work.

13. NSWCPD Electronic Cost Reporting and Financial Tracking (eCRAFT) System

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System. The eCRAFT Reports must use the standardized labor categories identified in Section C - Statement of Work. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b)The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials,

travel, subcontractor usage, and other contract charges.

(c) The Contracting Officer may require supporting accounting system reports based on the review of the invoice documentation submitted to eCRAFT such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent).

(d) The contractor shall submit its reports on the same day it submits an invoice in iRAPT. The costs reflected in eCRAFT shall be the same as those in iRAPT. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(e) The eCRAFT Periodic Report Utility (ePRU) is an Excel tool used to facilitate generating reports of expenditures-against-cost contracts. The generated XML files will then be submitted by the ePRU tool via email to NUWC_NPT_eCRAFT.FCT@navy.mil for submission into the eCRAFT Database Management System.

The ePRU spreadsheet and user manual can be obtained from the NUWC Division Newport Contracts Home Page under eCRAFT information at: http://www navsea. nayy.mil/Home/Warfare-Centers/NUWC Newport/Partnerships /Commercial-Contracts/Information-eCraft.

5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Philadelphia Division via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:
(1) W, Lease/Rental of Equipment;
(2) X, Lease/Rental of Facilities;
(3) Y, Construction of Structures and Facilities;
(4) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY
(4) S, Utilities ONLY;
(5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil.

PD-C01 ON-SITE SAFETY AND ENVIRONMENTAL AWARENESS TRAINING (NOV 2015)

(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.
(b) The contractor shall ensure that each contractor employee reads the documents entitled, “Philadelphia Division Environmental Policy and Commitment” and “Philadelphia Division Occupational Safety and Health Policy Statement” within 30 days of commencing performance at Naval Surface Warfare Center Philadelphia Division (NSWCPD). These documents are available at:
https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx
(c) The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCPD. This document is available at:
https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx
(d) The contractor shall certify by e-mail to Paul Breeden (paul.breeden@navy.mil) that on-site employees have read the “Philadelphia Division Environmental Policy and Commitment” and taken the EMS Awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employee name, work site, and contract number.

(e) The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NSWCPD. This document is available at:
https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx

(f) The contractor shall certify by e-mail to Al D'Imperio (albert.dimperio@navy.mil) that employees have read the "Philadelphia Division Occupational Safety and Health Policy Statement" and taken the VPP awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employees name, work site, and contract number.

(g) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWCPD for review by the OSH Office (Al D'Imperio). If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment will be performed by the OSH Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment (PPE) or training will be required.

(h) The contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are customarily posted immediately upon commencing performance at NSWCPD.
(i) Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years within 30 days of commencing performance at NSWCPD for review by the OSH Office. A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and were not directly supervised in day-to-day activities by the command.

(j) The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCPD to the OSH Office.

(k) The contractor shall ensure that all contractor work at NSWCPD is in accordance with the OSH Program Manual (NAVSSESINST 5100.14). The OSH Program Manual is available at:
https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx

Note:
1) Contractors must request an "iNAVY" account to access the documents online. Instructions are as follows:
   a. https://inavy.accessrequest.portal navy mil/
   b. select EMAIL Certificate<<<<-------
   c. select Association (CIV, CTR or MILITARY)
   d. enter work phone number
   e. UIC number: 64498 (entering this will auto-populate the next box to "NSWC Philadelphia") – then hit "NEXT"
   f. sponsor: NAVSEA
   g. sponsor activity: NSWC Philadelphia
   h. submit your request (you do not need to enter a justification)

Section D - Packaging and Marking

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

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

(1) name and business address of the Contractor

(2) contract number

(3) task order number

(4) sponsor: (To be specified on eachindividual Technical Instruction)

(Name of Individual Sponsor)

(To be specified on each individualTechnical Instruction)

(Name of Requiring Activity)

(To be specified on each individualTechnical Instruction)

(City and State)

Ship reports/data to the following address:

Naval Surface Warfare Center, Philadelphia Division

5001 South Broad Street, Building 4

Philadelphia, PA 19112

Attn: David Engels

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

Section E - Inspection and Acceptance

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

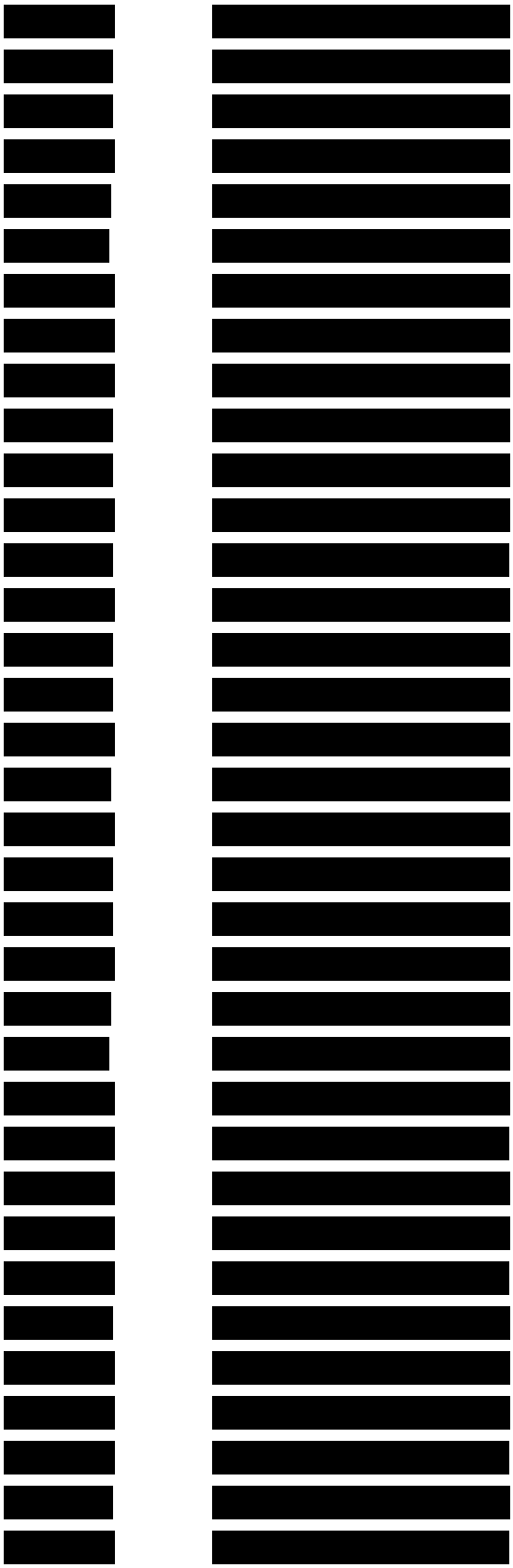
The following clause and provision applies:

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

Section F - Deliveries or Performance

CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance of the following Firm line Items are as follows:



[redacted]

The Period of Performance of the following Option line Items are as follows:

[redacted]

The Period of Performance of the following Award Term line Items are as follows:
No award term line items.

The Period of Performance of the following Firm items are as follows:

[redacted]

[redacted]

[redacted]

The Period of Performance of the following Option items are as follows:

[redacted]

Section G - Contract Administration Data

[redacted]

[redacted]

252.232-7006 WIDE AREA WORKFLOWPAYMENT INSTRUCTIONS (MAY 2013)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position codethat uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report availablefor creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for paymentcertification when payment certification is done external to the entitlementsystem.

(b) *Electronic invoicing.* The WAWF system is the method toelectronically process vendor payment requests and receiving reports, asauthorized by DFARS 252.232-7003, Electronic Submission of Payment Requestsand Receiving Reports.

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

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

(2) Be registered to use WAWF at https://wawf.eb.mil/ following thestep-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the traininginstructions of the WAWF Web-Based Training Course and use the PracticeTraining Site before submitting payment requests through WAWF. Both can beaccessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Documentsubmissions may be via web entry, Electronic Data Interchange, or File TransferProtocol.

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

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

Cost Voucher (Cost Reimbursable)

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

See Section E

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N64498
Admin DoDAAC	S0701A
Inspect By DoDAAC	N64498
Ship To Code	N64498
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N64498
Service Acceptor (DoDAAC)	N64498
Accept at Other DoDAAC	TBD
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA661

Other DoDAAC(s)	N/A

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

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

[redacted]

(g) *WAWF point of contact.*

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

N64498 - Jameal Hollis; email: Kimberly.Carnevale@Navy.mil; 215.897-7718
N00167 - Christian Taye; email: christian.t.taye@navy.mil; (301) 227-1910
Both UICs - Richard Ford; email: richard.a.ford@navy.mil; (301)227-1116

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

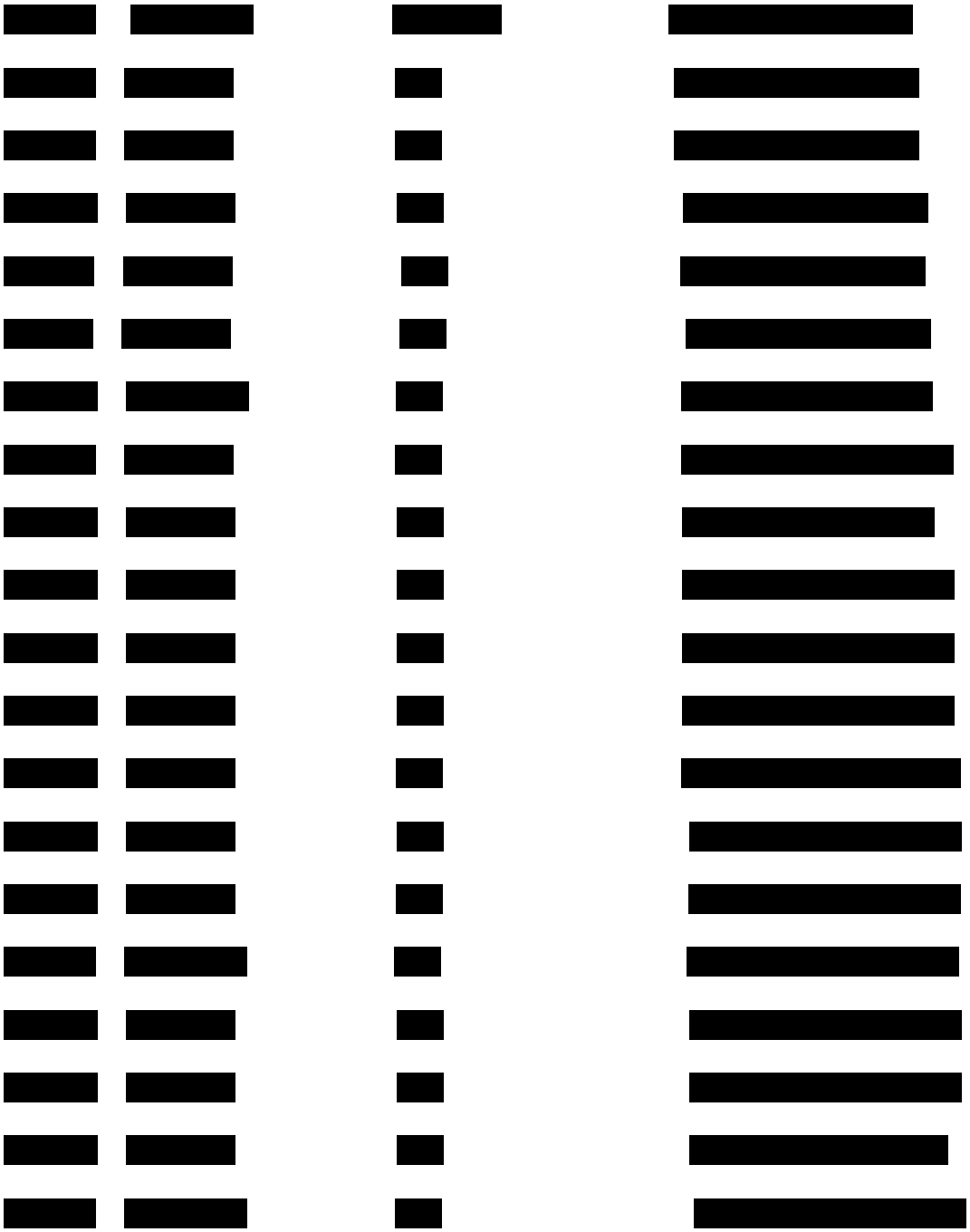
(End of clause)

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

(a) This contract is incrementally fundedwith respect to both cost and fee. The Amounts presently available and allotted to this contract for payment of basefee, if any, and award fee are set forth below. Base fee amount is subject to theclause entitled "FIXED FEE"(FAR 52.216-8). Award fee amount is subject tothe requirements delineated in. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled"LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
[redacted]			

[redacted]



(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 andperformance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OFCOST" (FAR 52.232-20).

(d) The Contractor shall segregatecosts for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Text)

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.

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
					line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
					with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

(b) This procurement contains the following contract type(s):

This entire contract is cost type.

*CR – Cost-Reimbursement

FP – Fixed Price

(End of text)

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Section H - Special Contract Requirements

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 72,280 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 _____ (Offeror to fill-in) 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 describedin Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 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 under take the acceleration at no increase in the estimated cost orfee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency(DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in

writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred;and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (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% ofthe 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 analternative to an employee’s main office. The Government reserves the right to review theContractor’s alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternativeworksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor’s election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a)above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

PD-H06 - Ombudsman Description (FEB 2016)

The Local Warfare Center Site Deputy for Small Businesshas been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCPDOmbudsman will review complaints from the contractors and ensure that all contractors are affordeda fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCPDOmbudsman must be forwarded to:

Ms. Irene Katacinski
Email: irene.katacinski@navy.mil
Telephone: 215-897-7596

(End of Text)

PD-H04 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (AUG 2015)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF-86 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will terminated. For Common Access Card (CAC) card you must have a completed investigation that has been favorably adjudicated or a final security clearance. A CAC Card will not be issued to contractors who have an interim security clearance.

b. Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed.

c. Construction badges for contractor personnel that work on-site at one of the NSWCPD sites will be good for 60 days.

d. A Facility Access Determination (FAD) will be completed on any contractor that does not have a favorable adjudicated investigation in JPAS and is requesting swipe/non-swipe access to our buildings in excess of 120 days. Any contractor that has unfavorable information that has not been favorably adjudicated by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.

e. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The Contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

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 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.

(End of Text)

ORGANIZATIONAL CONFLICT OF INTEREST

Clause HQ C-2-0037 "Organizational Conflict of Interest" (NAVSEA) (JUL 2000) is hereby invoked in accordance with the Basic Contract.

5252.237-9106(A) - SUBSTITUTION OF PERSONNEL-KEY PERSONNEL LIST (PD-H05) (FEB 2016)

In accordance with "5252.237-9106 Substitution of Personnel (SEP 1990)", the list of Key Personnel for this award is as follows:

Labor Categories	Name
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

(End of Text)

Section I - Contract Clauses

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

252.203-7996 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation.

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235).

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c)

Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements.

Include the following clause in all solicitations and contracts, including solicitations and contracts for the acquisition of commercial items under FAR part 12, that will use funds made available by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235).

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

(DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such

waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

52.222-46 Evaluation of Compensation for Professional Employees (Feb 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government’s best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror’s ability to provide

uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of Clause)

252.237-7023 Continuation of Essential Contractor Services.

CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base

support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment **(to be identified through the issuance of technical instructions)**, Mission-Essential Contractor Services, dated **Not Applicable**.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

Clause)

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE

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Section	Clause #	Clause Title
I	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

Section J - List of Attachments

Exhibit A: DD 1423 A003_1

Exhibit B: DD 1423 A001

Exhibit C: DD 1423 A002

Exhibit D: DD 1423 E001

Exhibit E: DD 1423 E002

Exhibit F: DD 1423 T001

Attachment 1: Direct Labor Rate Substantiation Table

Attachment 2: Cost Summary Format

Attachment 3: SeaPort Standard Ratings Definitions

Attachment Number	File Name	Description
	DD254.pdf	DD254 Contract Security Classification Specification
	Seaport_Attachment_3_Cost_Summary_Format.xls	Cost Summary Format
	ContractDataRequirementsList.pdf	Contract Data Requirements List
	Direct_Labor_Rate_Substantiation_Sample_.xls	Direct Labor Rate Substantiation Table
	CDRL_A003_1_Contract_Status_Report.pdf	CDRL A003_1 Contract Status Report
	DD-254_N0017804D4115_EHP1_REV02.pdf	DD254 (Revised - Final)
	SeaportStandardRatingsDefinitions.pdf	SeaPort Standard Ratings Definitions