

| | | | | | | | |
|---|--|--|--|--|--|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NUMBER P00004 | | 3. EFFECTIVE DATE 09/22/2020 | | 4. REQUISITION/PURCHASE REQUISITION NUMBER R5382419RCK9418 | | 5. PROJECT NUMBER (If applicable) N/A | |
| 6. ISSUED BY CODE | | N00244 | | 7. ADMINISTERED BY (If other than Item 6) CODE | | SCD C | |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) T-Solutions, Inc. 860 Greenbrier Circle, Suite 600 Chesapeake, Virginia 23320-2663 | | | | <input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER <input type="checkbox"/> 9B. DATED (SEE ITEM 11) | | <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-14-D-7979/N0024419F3003 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 09/27/2019 | |
| CODE 3EZR6 | | FACILITY CODE 108533196 | | | | | |

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 _____ 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. |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | 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). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | 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 the 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] | 09/22/2020 |
| | | (Signature of Contracting Officer) | |

General Information

The purpose of this administrative modification is to correct ACRNs assigned for SLINs 726001, 727001, 926001, 927001, and 927002. Therefore, the task order is modified as follows:

| | FROM | TO |
|--------|------|----|
| 726001 | AA | AD |
| 727001 | AA | AE |
| 926001 | AA | AD |
| 927001 | AA | AE |
| 927002 | AA | AF |

All other terms and conditions remain unchanged.

No LLA Changes.

The total amount of funds obligated to the task order is hereby increased/decreased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED]

The total value of the task order is hereby increased/decreased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED]

| ORDER FOR SUPPLIES OR SERVICES | | | | | PAGE 1 OF 52 |
|--|--|--|---|--|---|
| 1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-14-D-7979 | | 2. DELIVERY ORDER/CALL NO. N0024419F3003 | | 3. DATE OF ORDER/CALL (YYYYMMDD) 2020SEP22 | 4. REQUISITION/PURCH REQUEST NO. R5382419RCK9418 |
| 6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego, CA 92136-4200 | | CODE N00244 | 7. ADMINISTERED BY (If other than 6) CODE | | 8. DELIVERY FOB SCD: C <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule if other)</i> |
| 9. CONTRACTOR NAME AND ADDRESS T-Solutions, Inc. 860 Greenbrier Circle, Suite 600 Chesapeake, VA 23320-2663 | | CODE 3EZR6 | FACILITY 108533196 | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE | 11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED |
| 14. SHIP TO SEE SECTION F | | CODE | 15. PAYMENT WILL BE MADE BY CODE HQ0338 DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264 | | 12. DISCOUNT TERMS Net 30 Days WAWF |
| 16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/> | | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. 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. | | | |
| T-Solutions, Inc. NAME OF CONTRACTOR | | SIGNATURE | | TYPED NAME AND TITLE | DATE SIGNED (YYYYMMDD) |
| <input type="checkbox"/> 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 |
| | 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: _____ | | 09/22/2020 CONTRACTING/ORDERING OFFICER | 25. TOTAL 26. DIFFERENCES |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED: | | | | | |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | c. DATE (YYYYMMDD) | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 29. D.O. VOUCHER NO. | 30. INITIALS |
| f. TELEPHONE NUMBER | g. E-MAIL ADDRESS | | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 32. PAID BY | 33. AMOUNT VERIFIED CORRECT FOR |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. | | | | | 34. CHECK NUMBER |
| a. DATE (YYYYMMDD) | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | 35. BILL OF LADING NO. |
| 37. RECEIVED AT | 38. RECEIVED BY (Print) | 39. DATE RECEIVED (YYYYMMDD) | 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 |
|--------|------|--|------|------|--------------|------------|------------|
| 7160 | R425 | Base Labor (BSO 60 FFC) (O&MN,N) | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 716001 | R425 | ACRN AA \$██████████ (O&MN,N) | | | | | |
| 7161 | R425 | Surge Base Labor (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | \$██████████ | ██████████ | ██████████ |
| 7170 | R425 | Base Labor (BSO 70 PACFLT) (O&MN,N) | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 717001 | R425 | ACRN AB (O&MN,N) | | | | | |
| 717002 | R425 | ACRN AC (O&MN,N) | | | | | |
| 7171 | R425 | Surge Base Labor (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | \$██████████ | ██████████ | ██████████ |
| 7260 | R425 | Option Period 1 Labor (BSO 60 FFC) (O&MN,N) | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 726001 | R425 | BSO 60 FFC (O&MN,N) | | | | | |
| 7261 | R425 | Surge Option Period 1 Labor (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7270 | R425 | Option Period 1 Labor (BSO 70 PACFLT) (O&MN,N) | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 727001 | R425 | BSO 70 PACFLT (O&MN,N) | | | | | |
| 7271 | R425 | Surge Option Period 1 Labor (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7360 | R425 | Option Period 2 Labor (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7361 | R425 | Surge Option Period 2 Labor (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7370 | R425 | Option Period 2 Labor (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7371 | R425 | Surge Option Period 2 Labor (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7460 | R425 | Option Period 3 Labor (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7461 | R425 | Surge Option Period 3 Labor (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|------|--|------|------|------------|------------|------------|
| 7470 | R425 | Option Period 3 Labor (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7471 | R425 | Surge Option Period 3 Labor (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7560 | R425 | Option Period 4 Labor (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7561 | R425 | Surge Option Period 4 Labor (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7570 | R425 | Option Period 4 Labor (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |
| 7571 | R425 | Surge Option Period 4 (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | ██████████ | ██████████ | ██████████ |

Cost Only Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|------|------|---------------|
| 9160 | R425 | Base OCONUS ODCs/Travel/ODCs (BSO 60 FFC) (O&MN,N) | 1.00 | Lot | \$ ██████████ |
| 916001 | R425 | ACRN AA (O&MN,N) | | | |
| 9161 | R425 | Surge Base OCONUS ODCs/Travel/ODCs (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | \$ ██████████ |
| 9170 | R425 | Base OCONUS ODCs/Travel/ODCs (BSO 70 PACFLT) (O&MN,N) | 1.00 | Lot | \$ ██████████ |
| 917001 | R425 | ACRN AB (O&MN,N) | | | |
| 9171 | R425 | Surge Base OCONUS ODCs/Travel/ODCs (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | \$ ██████████ |
| 9260 | R425 | Option Period 1 OCONUS ODCs/Travel/ODCs (BSO 60 FFC) (O&MN,N) | 1.00 | Lot | \$ ██████████ |
| 926001 | R425 | BSO 60 FFC (O&MN,N) | | | |
| 9261 | R425 | Surge Option Period 1 OCONUS ODCs/Travel/ODCs (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | \$ ██████████ |
| 9270 | R425 | Option Period 1 OCONUS ODCs/Travel/ODCs (BSO 70 PACFLT) (O&MN,N) | 1.00 | Lot | \$ ██████████ |
| 927001 | R425 | BSO 70 PACFLT (O&MN,N) | | | |
| 927002 | R425 | BSO 70 PACFLT (O&MN,N) | | | |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|------|------|--|------|------|---------------|
| 9271 | R425 | Surge Option Period 1 OCONUS ODCs/Travel/ODCs (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9360 | R425 | Option Period 2 OCONUS ODCs/Travel/ODCs (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9361 | R425 | Surge Option Period 2 OCONUS ODCs/Travel/ODCs (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9370 | R425 | Option Period 2 OCONUS ODCs/Travel/ODCs (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9371 | R425 | Surge Option Period 2 OCONUS ODCs/Travel/ODCs (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9460 | R425 | Option Period 3 OCONUS ODCs/Travel/ODCs (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9461 | R425 | Surge Option Period 3 OCONUS ODCs/Travel/ODCs (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9470 | R425 | Option Period 3 OCONUS ODCs/Travel/ODCs (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9471 | R425 | Surge Option Period 3 OCONUS ODCs/Travel/ODCs (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9560 | R425 | Option Period 4 OCONUS ODCs/Travel/ODCs (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9561 | R425 | Surge Option Period 4 OCONUS ODCs/Travel/ODCs (BSO 60 FFC) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9570 | R425 | Option Period 4 OCONUS ODCs/Travel/ODCs (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |
| 9571 | R425 | Surge Option Period 4 OCONUS ODCs/Travel/ODCs (BSO 70 PACFLT) (O&MN,N) Option | 1.00 | Lot | \$ [REDACTED] |

Section C - Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT

PORT ENGINEERING SERVICES

1.0 INTRODUCTION

The requirement is for port engineering, combat systems engineering, maintenance management and port engineering support services for Navy surface ships, designated Naval ships, craft and shore activities. Port engineer services are needed aboard surface ships and designated units at all U.S. Navy fleet homeport concentrations. These homeports include Norfolk, VA; Mayport, FL; Rota, Spain; Gaeta, Italy; Naples, Italy; San Diego, CA; Port Hueneme, CA; Everett, WA; Honolulu, HI, Yokosuka and Sasebo, JA; Singapore; Manama, Bahrain and Saipan/Guam. Note, for estimate purposes only, Fleet is assigning 1 Port Engineer per ship except for two classes where there are 2 ships per port engineer. Port Engineers may be assigned to temporary relocation in support of assigned ship depot level repair availabilities being awarded to a ship repair facility outside of the assigned home port region. The estimated number of temporary relocations are two (2) per year in the CNSP CONUS region and three (3) per year in the CNSL CONUS region. The expected duration, depending on length of repair availability, is 10-18 months. Potential locations include, but are not limited to, Portland, OR; Seattle, WA; Pascagoula, MS; Norfolk, VA; Charleston, SC; and Bath, MA. There are currently 170 ships. Those numbers will change with decommissioning and new construction. There are currently approximately 110 ships with contractor Port Engineers.

The port engineer program has been a singular success in enabling the surface force to achieve optimum material readiness within constrained funding levels. The program has been in existence since Congress, in response to GAO findings, recommended the Navy adopt commercial best practices for maintaining surface ships in 1980 (see HAC report on DoD Appropriation bill 96-450). It has expanded over the years from initial phased maintenance program for AFS ships and now encompasses all ships of the Surface Force. The success of the program can be directly attributed to maintaining uniformly high standards of personnel quality and integrity through a mix of contract and Government port engineers possessing commercial and/or naval operating and maintenance expertise and/or formal applicable engineering degrees.

2.0 SCOPE

The Performance Work Statement (PWS) describes the technical, engineering, logistical and support services that are required to support the Navy's Surface Type Commanders mission to maintain and provide operational war-fighting assets to the Fleet Commanders. The contractor supports the ship's maintenance team (MT), recommends maintenance and repair determinations, validates reported deficiencies, assists in prioritizing work based on schedule and operational requirements. The contractor also recommends the most efficient and economical levels of maintenance based on cost, quality, timeliness and budgetary constraints in accordance with the Surface Type Commander (TYCOM) and Commander, Fleet Forces Command (COMFLTFORCOM) Instruction 4790.3, "Joint Fleet Maintenance Manual" (JFMM). Performance under this contract involves real time support of the Navy ship maintenance/repair and modernization, emergent work requirements with very short deadlines and long term

maintenance planning and budgeting. The contractor provides key technical support to the ship's maintenance team which includes the ship's commanding officer, key members of the Regional Maintenance Centers (RMC's) and applicable industrial, public and private shipyards.

In addition to direct waterfront port engineer services, the contractor will make recommendations and develop a comprehensive training guide and a port engineer certification program that includes training in Core Port Engineer skills, knowledge and continued professional development. In making its recommendations, the contractor will meet periodically with the Type Commander and solicit feedback for a certification requirement that exceeds those currently established.

| <u>Acronym</u> | <u>Definition</u> |
|----------------|--|
| 2 K (Kilo) | Name of Maintenance Form |
| AIS | Automated Information System |
| AIT | Alteration Installation Team |
| ALO | AEGIS Light-off |
| ASNE | American Society of Naval Engineers |
| ATO | Authority to Operate |
| BCA | Business Case Analysis |
| C4I | Command, Control, Communication, Computers & Intelligence |
| C5I | Command, Control, Communications, Computers, Combat Systems & Intelligence |
| CASREP | Casualty Report |
| CDRL | Contract Data Requirements List |
| CFR | Code of Federal Regulations |
| CHENG | Chief Engineer |
| CM | Continuous Maintenance |
| CMAV | Continuous Maintenance Availability |
| CNO | Chief of Naval Operations |
| CNO Avail | Chief of Naval Operations Availability |
| CNRMC | Commander, Naval Regional Maintenance Center |
| CNSL/SURFLANT | Commander, Naval Surface Force, U.S. Atlantic Fleet |
| CNSP/SURFPAC | Commander, Naval Surface Force, U.S. Pacific Fleet |
| COMFLTFORCOM | Commander, Fleet Forces Command |
| COR | Contracting Officer's Representative |
| CSMP | Consolidated Ship's Maintenance Plan |
| CWO | Chief Warrant Officer |
| DAU | Data Acquisition University |
| DFS | Departure from Specification |
| DOD | Department of Defense |
| DON | Department of Defense |

| | |
|-----------|--|
| DON-FAST | Dept. of the Navy - Fleet Availability Scheduling Team |
| DSMC | Defense Systems Management College |
| EMO | Electronics Maintenance Officer |
| EOSS | Engineering Operational Sequencing System |
| F2F | Face to Face |
| FAMBS | Financial Availability Management Budget System |
| FLTCINC | Fleet Commander-in-Chief |
| IGE | Independent Government Estimate |
| INSURV | Board of Inspection & Survey |
| IPDT | Integrated Project Development team |
| ISIC | Immediate Superior in Command |
| JFMM | Joint Fleet Maintenance Manual |
| JFTR | Joint Federal Travel Regulations |
| JRMC | Japan Regional Maintenance Center |
| LDO | Limited Duty Officer |
| LOA | Light-off Assessment |
| LSPE | Local Senior Port Engineer |
| MITCIS | Mobile Integrated Telescopic Camera Inspection System |
| MMBP | Maintenance and Modernization Business Plan |
| MPA | Main Propulsion Assistant |
| MST | Maintenance Support Tool |
| MT | Maintenance Team |
| NETWARCOM | Network Warfare Command |
| NMCI | Navy Marine Corps Intranet |
| NMD | Navy Maintenance Database |
| NSA | Naval Supervisory Activity |
| NSDR | Naval Ship's Drawing Repository |
| NSLC | Naval Sea Logistics Center |
| NSPE | Navy Senior Port Engineer |
| NSTM | Naval Ship's Technical Manual |
| OEM | Original Equipment Manufacturer |
| OPNAV | Office of the Chief of Naval Operations |
| PB4M | Planning Board for Maintenance |
| POM | Program Objective Memorandum |
| PWS | Performance Work Statement |
| QA | Quality Assurance |
| QASP | Quality Assurance Surveillance Plan |
| RCC | Request for Contract Change |
| RMAIS | Regional Maintenance Information System |
| RMC | Regional Maintenance Center |
| RMF | Risk Management Framework |

| | |
|----------|--|
| SMMO | Ship's Maintenance Material Officer |
| SOFA | Status of Forces Afloat |
| ST1 | Surface Team 1 |
| STO | Systems Test Officer |
| SURFMEPP | Surface Maintenance Engineering Planning Program |
| TA | Type Availability |
| TDMIS | Technical Data Management Information System |
| TYCOM | Type Commander |
| U/W | Underway |
| VSB | Validation, Screening & Brokering AIS Tool |
| WN | Work Notification |

3.0 TASKINGS: Contractor will provide Port Engineer-type, Combat Systems Engineer-type, and related technical/support services for the engineering determination, planning, and accomplishment of maintenance industrial availabilities for assigned U.S. Navy ships, Naval ships, craft and shore activities as detailed in the following tasking requirements. The Joint Fleet Maintenance Manual (JFMM) also provides guidance related to the role of the Port Engineer and Combat Systems Port Engineer in accomplishing the following tasking requirements. For the purposes of this PWS, the term Port Engineer will include Senior Port Engineers, Port Engineers, Combat Systems Port Engineers and Maintenance Managers unless a category is specifically noted. "ALL Port Engineers" indicates that a task is inclusive of both contractor and civilian Port Engineers.

3.1 The Contractor will perform and deliver studies, planning analysis, and recommended project process improvements as related to the PWS. The contractor will provide technical support and management expertise relevant to contract requirements and objectives; provide assistance with personnel and manpower management in a variety of tasks and related functional areas consistent with contract requirements; monitor and provide performance feedback relevant to the contract and the overall Port Engineer Program.

3.1.1 Ship Maintenance Support: Provide TYCOM and ship advice and assistance as set forth herein. Identify weaknesses in plan(s) and implementation strategies; recommend changes, to include modernization recommendations, in order to address those identified weaknesses.

3.1.1.1 Every day as assigned ship(s) or units are in home port or available, contractor will ship check work notifications (WNs) and meet with ships' crew, Department Heads or Commanding Officer during normal working hours. Contractor will review and discuss shortfalls, implementation, problems, resources, insufficiencies, relating to the Current Ships Maintenance Project (CSMP) using Validation, Screening, and Brokering (VSB) tool or port engineer's Maintenance Support Tool (MST) and validate new Work Notifications for work statement completeness (WN, OPNAV Form 4790/2K). Contractor will recommend rewrites to Ship if content does not provide enough information to determine location, equipment or requested action. Comments will be provided orally and in writing.

3.1.1.2 Contractor will validate off-ship maintenance WN's. Contractor will ensure the WN meets the requirement of the JFMM for a valid work requirement. Contractor will ensure that any changes made to the WN are communicated to the ship, specifying the nature of the problem and what is required to correct the WN. As part of the validation of off-ship maintenance WN reviews, contractor will board the ship and inspect targeted equipment. Contractor will check equipment and with Ship's Force to ensure system performance. Contractor will then recommend maintenance and repair actions. Contractor will also identify the most cost effective level of maintenance (e.g. depot, intermediate or ships force). Contractor will recommend timing of repairs to meet operational requirements of assigned ship. Contractor will then enter or record any recommended/approved changes in VSB or MST.

3.1.1.3 Contractor will develop an initial Class "F" Estimate for each validated WN for all off-ship maintenance, screen WN to a maintenance activity and screen to maintenance availability in accordance with the JFMM. A Class "F" Estimate is a ballpark estimate (+/- 40%) used to value the CSMP and will contain both a man-day and material component. Note: The Class "F" Estimate is not the Independent Government Estimate (IGE) for WN's.

3.1.1.4 Contractor will provide CSMP feedback to ship, including, additional requested information, planned maintenance actions, and recommended WN closures.

3.1.1.5 Contractor will provide risk assessment and prioritization in the approved TYCOM format (e.g. excel spreadsheet), for all on and off-ship maintenance requirements to ships' Commanding Officer(s) and TYCOM Type Desk Officer.

3.1.1.6 Contractor will review the Ships' Casualty Reports (CASREPs), ensure the scope of required repairs accurately reflects corrective requirements, is documented in a WN in the CSMP shore file, and recommend a corrective course of action to the ship, ISIC, RMC and TYCOM. Contractor will provide CASREP information to support operational and repair status briefs to the ship, ISIC, RMC and TYCOM as requested. Contractor will attend status meetings as required and provide requested status information to support maintenance planning and corrective maintenance. The CASREP number will be entered in the appropriate block of the shore file WN.

3.1.1.7 Contractor will attend all ship maintenance/repair and assessment events and answer questions real time on issues relating to maintenance scope, planning, logistics, funding requirements, budgetary constraints and impacts to material readiness, operational tasking and mission.

3.1.1.8 Contractor will review the ships Departure from Specifications (DFS) and recommend a corrective action to the ship, ISIC, RMC and TYCOM. The DFS number will be entered in the appropriate block of the shore file WN. Contractor will utilize the PE Summary report maintained by Naval Sea Logistics Center (NSLC) for routine briefing and ensure TYCOM Screening Comments are entered and provide sufficient clarification as to communicate the repair plan. Provide DFS information to support operational and repair status briefs to the ship, ISIC, RMC and

TYCOM as requested.

3.1.1.9 The contractor will review email and message traffic and disseminate as appropriate; generate Port Engineer briefs and reports (MMBP, PB4M, CASREP, Completion reports, etc.).

3.1.1.10 The contractor will provide coordination with Port Engineers, Ship's Force and Logisticians as required to support shipping, receiving and storage of material in TYCOM funded warehouse space (CNSL). The contractor will ensure an accurate inventory of Port Engineer designated material is maintained in TYCOM funded warehouse space and will recommend to the TYCOM reassignment of material to support correction of high priority off-ship maintenance (e.g., CASREPs, DFSs).

3.1.2 Ship Maintenance Support: Provide ship guidance and assistance as set forth herein. Identify deficiencies in plan(s) and implementation, and recommend changes, to include modernization proposals, to address those identified deficiencies.

3.1.2.1 Contractor will develop an agenda and conduct a Planning Board for Maintenance (PB4M) with the assigned ship's commanding officer and SF in accordance with the JFMM. PB4M agenda will be submitted in advance to the ship and Local Senior Port Engineer This is a monthly requirement. For ALL Port Engineers, the contractor will develop metrics for PB4Ms by ship and Port Engineer for frequency of adherence to monthly requirement. Metrics will be communicated to the NSPE and Local Senior Port Engineers in report form monthly.

3.1.2.2 Contractor will perform a weekly CSMP shore side file review and ship check applicable WNs. Ship check will include applicable personal observations and review of all assessments, planned refurbishments, AIT visits and certification issues with the SMMO and applicable Department Heads.

3.1.2.3 Contractor will review the entire maintenance process, emphasizing trends/issues with the WN and its preparation. Contractor will recommend process improvements emphasizing solutions to maintenance-related environmental, logistics, contracting, technical and engineering problems encountered in ship repair and modernization.

3.1.2.4 The contractor will get underway (u/w) with assigned ships for significant events including but not limited to SY contractor Sea Trials, TYCOM Sea Trials, INSURV, mid-deployment ship check, and other u/w events related to inspections and certifications, and as other opportunities become available. Contractor should get u/w with assigned ship not less than once per calendar year quarter. Contractor will document u/w time in Port Engineer Sea Service and Training Record book. Contractor will provide monthly report of u/w time.

3.1.3 Budgeting for Ship Maintenance: Contractor will provide ship guidance and assistance, identifying deficiencies in current maintenance plan(s) and implementation as it relates to budget and resource(s) available.

3.1.3.1 Annually (usually due at the end of the second Fiscal Year quarter), when requested by the TYCOM, contractor will provide prioritized listing for all off-ship maintenance requirements, including DFSs, CASREPS, availability routines with explanation of deferred action for the development of the Maintenance and Modernization Business Plan (MMBP). The MMBP is a TYCOM developed report. In lieu of a MMBP, individual TYCOMs may elect to utilize the DON-FAAS and POM annual updates to identify maintenance back log and associated forecasted funding requirements. Data is pulled from the CSMP.

3.1.3.2 After MMBP is reviewed by TYCOM and the initial maintenance budget is provided by TYCOM, contractor will review funding cut-off line and provide recommendations for additional funds and provide risk assessment if additional funding is denied.

3.1.3.3 Contractor will develop maintenance and repair recommendations for repair availability “authorized work packages” that are within TYCOM established funding controls.

3.1.3.4 Contractor will provide a Business Case Analysis (BCA), in the prescribed TYCOM format, for recommending changes to the MMBP. Accepted changes will be made by TYCOM Type Desk officers.

3.1.3.5 Contractor will recommend funding shifts between CM and CNO for more efficient (e.g. funding must match ship schedule and availability duration) execution of availabilities.

3.1.3.6 Contractor will identify funds available for recapture and report to TYCOM Financial Manager.

3.1.4 CSMP Management:

3.1.4.1 Contractor will ensure that CSMP is managed daily. All TA1/TA2/TA3 WNs are to be validated (ship checked) for accuracy and completeness, and estimated and screened to a valid maintenance activity in a timely manner IAW JFFM for CM and CNO avail planning milestones. Contractor will ensure that completed WNs are closed. For ALL Port Engineers, the contractor will generate and distribute monthly metrics report to the LSPEs and NSPE tracking CSMP deliverables for the screening and estimating of CSMP shore side file (TA1/TA2/TA3) WNs. The goal is for 90% of valid (TA1, TA2, TA3) WN's to be placed in a current or future availability and 90% of valid (TA1, TA2, TA3) WN's contain a class “F” man-day and material estimate (+ or – 40%). This task supports the February DON-FAAS and July POM data pulls. The contractor will report this metric separately to highlight the DON and POM specifically. DON-FAAS and POM metrics will be submitted as separate reports to the NSPE and LSPEs.

3.1.4.2 Contractor will complete a CSMP reconciliation, in accordance with TYCOM guidance, to identify and correct CSMP discrepancies, including: 1) WN exists on the ashore CSMP, but not on the ship's CSMP, 2) WN is closed on the ship, but not Customer Completed ashore, and 3) WN exists on the ship's CSMP, but not on the ashore CSMP.

3.1.4.3 Contractor will ensure that WNs assigned or authorized to completed maintenance availabilities are completed and closed NLT 90 after avail completion (C+90). For WNs remaining open past C+90 the contractor will provide a mitigation plan.

3.1.4.4 For ALL Port Engineer assigned ships contractor will develop CSMP status metrics reporting VSB WN status for each CM or CNO availability active in VSB. Report will be communicated monthly to the NSPE and LSPEs.

3.1.5 Maintenance Availability Planning: Provide logistics support for planned maintenance events; recommend actions to ensure goals/objectives reached during those events (Daily).

3.1.5.1 Contractor will identify valid I and D level maintenance and repair requirements for development of CM and CNO availability work packages. Work packages are comprised of technically valid repair, maintenance and modernization requirements that are documented in the CSMP shore file. The contractor will validate, estimate and screen recommended WNs to a maintenance activity and maintenance availability. The list of WNs will be prioritized with a risk analysis for any WNs below budget or duration cut line. The work package development status will be submitted to the TYCOM for review and authorization as follows: for CM avails at 100% lock; for CNO avails at A-410, 50% lock, 80% lock, 100% lock.

3.1.5.2 Contractor will identify issues relating to continuous maintenance availabilities, to include conflicts in scheduling, ship operational schedule, maintenance requirements, and funding, and provide inputs to ship, TYCOM, RMC, and ISIC.

3.1.5.3 Contractor will monitor adherence to established milestones by all activities for planning and execution events (e.g. package lock dates, work specification completion dates, work package definitization dates, space turn over, fast cruise, dock trials, sea trials, other significant milestones as set forth in the JFMM, etc). Contractor will report deviations to TYCOM when they occur via phone and follow up through email. Contractor will recommend basic, growth and new work with a risk assessment that will only be authorized by TYCOM for CNO availabilities in accordance with the JFMM.

3.1.5.4 Contractor will conduct work specification reviews for all depot level off-ship maintenance and enter external review comments for all work specifications in the Navy Maintenance Database (NMD).

3.1.5.5 Contractor will actively participate in all off-ship availability pre-planning meetings including SURFMEPP and RMC planning events. Contractor will recommend required repairs based on direct observation or objective evidence of need; define and document work integration issues; and define and document potential impact for delay and disruption of scheduled activities.

3.1.5.6 When requested by the Regional Maintenance Center, contractor will provide technical and logistical feedback and recommendations regarding scope queries. Contractor will review all work specification cost estimates and notify RMC Project Manager of unrealistic estimates.

3.1.5.7 Contractor will perform mid-deployment CSMP scrub and final ship checks. For example, contractor will travel overseas and review maintenance documents to ensure that requirements are clearly defined, properly addressed, properly validated, and will remove those items that do not need to be the subject of further maintenance/repairs.

3.1.5.8 Contractor will screen all mandatory work items in the CSMP and recommend actions that will be accomplished according to JFMM milestones. If the contractor recommends delay, deferral or non-action, the contractor will provide supporting justification.

3.1.5.9 Contractor will ensure that all active WN's are placed in current or future availabilities for accomplishment. WN's may be assigned, however must be authorized to a maintenance activity and a valid maintenance availability in a timely manner to ensure regional planning milestones are adhered to.

3.1.6 Maintenance Availability Execution:

3.1.6.1 Contractor will review all condition found reports (CFR) and provide risk assessments for accomplishing/not-accomplishing additional tasks (and associated costs) set forth in those reports. Contractor will provide recommendations to Naval Ship Activity/TYCOM on courses of action.

3.1.6.2 Contractor will, if necessary, develop a WN in VSB for any work deferred from the current maintenance availability.

3.1.6.3. Contractor will participate in TYCOM, ST1 and CNRMC maintenance team events (i.e., lessons learned, IPTD, etc.).

3.1.6.4 Contractor will provide ship's Commanding Officer and TYCOM with work progress and work QA issues.

Based on direct observation, the contractor will provide an independent analysis of the work performed to ensure it is accomplished in accordance with technical specifications, correct procedures and correct material. In addition, the contractor will provide an independent analysis of the work progressed against the time remaining for completion of the work.

3.1.6.5 Upon NMD close-out of a completed availability, the contractor will review VSB/MST data and take necessary steps to close the availability via VSB/MST.

3.1.6.6 Contractor will prepare and present to TYCOM a BCA for all new or additional funding requirements (growth & new work) identified and recommended for accomplishment in the availability. A BCA provides a listing of work recommended for accomplishment, with initial estimates and a risk assessment of the impact if the work were not accomplished.

3.1.6.7 Contractor will monitor and report the status of industrial availability execution and support government efforts to control quality, schedule and cost. On a daily basis during a maintenance period, the contractor will tour the ship. The contractor will inspect the work performed by the assigned maintenance activity to determine if the correct equipment/system or structural work is being accomplished, what progress has occurred and provide the Commanding Officer and the TYCOM an estimate of the progress made throughout the maintenance period of each job. The contractor will provide a ship specific weekly CNO avail status report via email (e.g. work progress quality, schedule and cost) to TYCOM.

3.1.6.8 Contractor will attend relevant meetings during execution of avails as it pertains to the daily and overall planning and progress and technical performance. Contractor will attend all scheduled events including, but not limited to, Daily Pier Meeting, Weekly Production Status and Management Meeting, LOA and ALO planning meetings, Milestone Certification Meeting with RMC CHENG, Line by Line RCC Reviews.

3.1.7 Training Program:

3.1.7.1 For ALL Port Engineers the contractor will update and present Port Engineer Training Manual for acceptance by the NSPE, focusing on changing requirements dictated by mission changes, technology changes, and fiscal constraints/limitations. Contractor will communicate to ALL Port Engineers Maintenance Bulletins related to Port Engineer and Maintenance Best Practices relevant to Port Engineer tasking. Contractor will maintain a library of Maintenance Bulletins.

3.1.7.2 For ALL Port Engineers Contractor will maintain, update and execute TYCOM approved Port Engineer Certification Program. The NSPE will approve the program and oversee implementation. The certification program must identify professional educational, training requirements and will be developed to ensure that certification indicates optimum performance/skill level. The contractor will document completion of professional education, training and experience evolutions.

3.1.7.3 Contractor will provide, coordinate and facilitate training required for Port Engineer Certification Program including but not limited to on-line training, Maintenance University for Shore Managers course, and Project Team Training (relative to execution of Navy maintenance contracts). For ALL Port Engineers Contractor will provide a monthly metrics report identifying progress for each Port Engineer towards next certification level. Individual Certification progress report cards for ALL Port Engineers will be submitted quarterly.

3.1.7.4 Contractor will support and facilitate training for contractor Port Engineers to maintain and upgrade Merchant Mariner Engineer's License. Contractor will support and facilitate other professional development training, including on-site OEM training, applicable to the Port Engineer, Maintenance Manager, and Combat Systems Port Engineer tasks.

3.1.7.5 For ALL Port Engineers contractor will provide Navy Port Engineer indoctrination training for new hires. Training will include, but not be limited to, Navy culture and command structure, Port Engineer work practices, Navy maintenance processes, Navy contracting strategies, Navy Technical and Engineering organizations, CSMP management and IT tools, work package development.

3.1.7.6 The contractor will conduct Post Indoctrination F2F PE Evaluations approximately one year after initial training to evaluate the effectiveness of Indoctrination training and to identify opportunities for Indoctrination Training improvement or PE performance improvement. A report of findings will be submitted to the NSPE.

3.1.7.7 For ALL Port Engineers the contractor will prepare quarterly report documenting ALL contractor facilitated training and professional development including certifications, Merchant Mariner License, and progress status for Port Engineer Certification Program Training and Evolutions.

3.1.7.8 For ALL Port Engineers the contractor will provide VSB and MST user training, and provide help-desk type user support.

3.1.7.9 Contractor will provide annual Port Engineer Training Symposium planning, management, and facilitation. The Training Symposium is held in conjunction with the American Society of Naval Engineers (ASNE) national conference. Contractor will provide recommendations along with supporting rationale regarding any documentation that requires higher level government approval. When participation is confirmed/approved, contractor will prepare the necessary planning documentation. Contractor will coordinate with the site host to reserve conference rooms, logistical support, on-site meals, and identify local lodging options. Contractor will work with the NSPE to develop agenda, training topics and presentations, and guest speakers. Contractor will submit an end of event report documenting, presentations, daily minutes, deliverables and future action items.

3.1.8 InformationTechnology Support and Technical Resources:

3.1.8.1 Using the Risk Management Framework (RMF) process, the contractor will update and maintain the government owned Maintenance Support Tool (MST) software, ensuring DoD, NETWARCOM and DON AIS certification and security compliance. Maintenance includes programming updates, server maintenance, and maintenance of Authority to Operate (ATO) certification as well as fleet compliance requirements. Support entails maintaining all applicable DoD and NETWARCOM security compliance requirements.

3.1.8.2 For ALL Port Engineers the contractor will provide technical and troubleshooting support for the CSMP shore file support tool VSB. VSB is the program of record for maintaining the CSMP shore file. The contractor will identify and document any VSB deficiencies or recommendations for improvements. The contractor will provide VSB support by configuring files for download, creating and editing user accounts, resetting passwords, unlocking user accounts, resurrecting closed customer completed JCNs and identifying and resolving any data discrepancies. The contractor will work closely with the CNSP Force SMO in supporting the above tasks. The contractor must have N43 Force SMMO authorization to have rights to administer all VSB functions (referred to as a VSB Super User or Super Administrator).

3.1.8.3 The contractor will setup, troubleshoot and maintain laptop PCs and tablets with various software, including MST and VSB for contractor PEs, and Govt. PEs (upon request).

3.1.8.4 Contractor will host and maintain the Port Engineer website, controlling content and access.

3.1.8.5 When requested, the contractor will consult with the TYCOM and provide recommendations for the continued use and viability of FAMBS Program software, hardware, server support, system certification and security.

3.1.8.6 The Contractor will be proactive in recommending new or improved IT capabilities and products that will enhance the Port Engineers' ability to be more efficient and effective in accomplishing tasking.

3.1.8.7 Contractor will provide help desk services for business and legacy systems. The contractor will maintain an up-to-date database of all trouble calls and verify trouble resolution and customer satisfaction.

3.1.8.8 The contractor will provide system administration to include processing of trouble calls, database maintenance, documentation, and reports.

3.1.8.9 The contractor will be thoroughly familiar with the complete range of Navy technical resources including but not limited to PMS, EOSS, NSTM, JFMM, TDMIS, NSEDR, One Touch, Haystack, NDE etc. The contractor will provide help desk type support to perform research on behalf of ALL Port Engineers to identify the most current technical requirements in support of Port Engineer WN validation and work specification review.

3.1.8.10 The contractor will submit a quarterly report detailing status and progress of IT related tasks and events.

3.1.9 Reporting and Metrics

3.1.9.1 The contractor will develop and provide reports and presentations to measure performance and effectiveness of the Port Engineer Program (ALL PEs) including but not limited to: PE Support Contract status, progress and performance; Port Engineer Program status, progress and performance; CSMP metrics relative to status, trends, and management for each PE assigned ship and PE Program collectively; repair availability planning milestone status and Lock letters; annual Port Engineer performance effectiveness as evaluated by the assigned ship Commanding Officer. Reports shall be submitted in Word, Excel, Power Point, PDF or other common office media.

3.1.9.2 The contractor will participate in bi-weekly Senior Level teleconferences with CIV Local Senior Port Engineers (LSPE) and the Port Engineer Program Manager (Navy Senior Port Engineer) for the purpose of exchanging ideas, developing or improving new practices and tools related to the advancement of the Port Engineer Program. The contractor will take minutes and generate and monitor an action item tracker. Minutes and action item tracker will be updated and reported bi-weekly.

3.1.10 Office Support Services

3.1.10.1 The contractor will provide office administrative and clerical services in support of local TYCOM and/or Port Engineer offices supporting ALL Port Engineers. Contractor will be functional in the following programs including but not limited to Windows 10, Microsoft Office Suite, VSB and MST. Deliverables include but are not limited to: Navy correspondence, funding documents, reports/presentations in Word, Excel, Power Point, PDF or other common office media. Regular reports and updates include but are not limited to ALL Port Engineer contacts and ship assignment list, ALL Port Engineer wall Organizational Chart, CSMP reports (VSB or MST), availability Lock Letters, weekly leave tracker, ALL Port Engineer Directory updates, travel documentation and country clearance messages in compliance with JFTR.

3.1.10.2 Contractor will provide administrative support for the deployment and sustainment of contractors worldwide, including applications for government identification cards (CAC cards), preparation of SOFA documentation (as required), maintenance of government security clearances and applications for IT portal/software access (e.g. NMCI/VSB/MST/NMD).

3.1.10.3 The contractor will prepare travel documentation and country clearance messages in compliance with JFTR, and coordinate COR/NSPE travel authorization.

4.0 SECURITY REQUIREMENTS:

4.1 The contractor shall ensure that all of its personnel that work on this contract are US Citizens.

4.2 All technical staff shall have and maintain a SECRET Clearance or higher.

4.3 The contractor shall have the ability to receive, log, track and store classified documents, up to CONFIDENTIAL, in accordance with applicable regulations.

4.4 The contractor shall have office(s) and storage facilities approved for classified material, the ability to work with CONFIDENTIAL material at its office(s), and provide computer resources cleared to the CONFIDENTIAL Level for document generation.

4.5 The contractor shall have the ability to communicate via signed and encrypted e-mail with the government using PKI and other software as directed.

4.6 The contractor shall establish procedures for the safe and orderly backup of computers and network data pertaining to the programs supported and maintain both on-site and off-site backups using standard commercial data backup procedures.

5.0 PERFORMANCE STANDARDS:

The required performance standards and/or quality levels are included in the Quality Assurance Surveillance Plan (QASP). The three critical areas items that will be used to measure performance success are schedule performance, on-time CDRL completion and quality. The "Performance Requirements Summary Tables" provided in the QASP identify each of the three areas in more detail and includes the specific method of surveillance, inspection cycle, performance requirements, performance standard/AQL, sampling procedure and inspection procedure.

6.0 CONTRACT DATA REQUIREMENTS LIST (CDRL):

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423.

7.0 MISCELLANEOUS:

7.1 Contractor Port Engineers may be permitted to utilize Government Furnished Electric Vehicles (to be used on base only), if available and associated permission are obtained in advance.

7.2 During the contract period of performance new industry standard certification levels will be identified by the COR with an associated implementation schedule. Some of these certifications may be acquired via Government sponsored training. The contractor shall maintain certifications to coincide with the changing certification environment. All contract personnel certifications will be released to the COR.

8.0 REIMBURSEMENT OF TRAVEL COSTS:

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If domestic or

overseas travel is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

SOFA Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as

authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

9.0 MANDATORY TRAINING:

The contractor is responsible for its contractor (and subcontractor) Port engineers working in Government spaces or who have access to a Government computer network to complete and stay up-to-date on all training required by COMNAVSURFPAC and COMNAVSURFLANT and supported activities. The purpose of this training is to foster a safer and more secure work environment and secure the online environment. Some examples of required training

and their requisite course numbers/references are listed below. The required training is subject to change throughout the life of this contract. The COR may provide additional training requirements to the Contracting Officer for release to the contractor. These requirements will be updated at minimum annually. However, the Contractor should assume at least a total of 8-12 hours for all required training courses annually per Contractor/Subcontractor. The Contractor shall provide documentation (copies of training certificates) to the Contracting Officer's Representative (COR) confirming that Contractors have completed the required training

within 5 days of the specific training due date.

FYXX LEVEL ONE ANTITERRORISM TRAINING

FYXX COMBATING TRAFFICKING IN PERSONS (CTIP) GENERAL AWARENESS

FYXX RECORDS MANAGEMENT IN THE DON: EVERYONE'S RESPONSIBILITY

FYXX OPERATIONS SECURITY (OPSEC)

FYXX PRIVACY AND PERSONALLY IDENTIFIABLE INFORMATION (PII) AWARENESS TRAINING

FYXX ACTIVE SHOOTER TRAINING

FYXX SEXUAL ASSAULT PREVENTION AND RESPONSE

FYXX COUNTERINTELLIGENCE AWARENESS

FYXX REPORTING SUICIDE AWARENESS AND PREVENTION

FYXX DOD CYBER AWARENESS CHALLENGE V(X)*

*Note, the IA training that is reference in clause "A204-9400 (1-17) Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (Jan 2017)" can be fulfilled with FYXX DOD CYBER AWARENESS CHALLENGE V5. DOD CYBER AWARENESS CHALLENGE V5 course fulfills the requirement for mandatory initial and annual training directed by: SECNAV 5239.20A; SECNAV 5239.3C Audience: All military personnel, civilians (APF, NAF, & Foreign Nationals), and contractors that are authorized users of DOD information systems and networks.

10. GOVERNMENT SUPPLIED ITEMS AND SERVICES:

10.1 Facilities: For contractor's working at a government facility, the Government will provide the necessary workspace for the contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment.

REIMBURSEMENT OF TRAVEL COSTS

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer.

Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

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 [NAMED COMPONENT] 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;
- (5) S, Utilities ONLY;
- (6) 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>

UNIT PRICES (JULY 2016)

Contractor unit prices, when incorporated into a Government contract, may be releasable under the Freedom of Information Act (FOIA) in the event NAVSUP FLCSD receives a FOIA request.

A204-9400(1-17) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (Jan 2017)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12.

This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager upon arrival to the Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI).

All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information

Assurance Manager.

Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) or T5 or T5R equivalent investigation, which is a higher level investigation than the National Agency Check with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the

Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties.

This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Command's Security Manager upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Command Security Manager. The Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM); Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc. ...) and who require physical access to publicly accessible areas to perform those

duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) or T1 investigation equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

SUPTXT242-9404 (1-92) REPORTING REQUIREMENTS

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

SUPTXT243-9400 (1-92) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address of the Contracting Officer is: James Browley, Operational Forces Support Division Director, FLCSD San Diego Code 220, 3985 Cummings Road, Building 116-3rd Floor-South End, San Diego CA 92136-4200.

SUPTXT237-9400 (1-92) SUBSTITUTION OR ADDITION OF PERSONNEL

(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The Contractor agrees that:

__*__ during the entire contract performance period

no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment.

In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution.

All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

SUPTXT242-9402 (1-92) TECHNICAL DIRECTION

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

(1) Date of TDL;

(2) Contract and TDL number;

(3) Reference to the relevant section or item in the statement of work; (4) Signature of COR;

(5) A copy shall be sent to the Contracting Officer for review.

(c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the COR and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any or technical direction is reduced to writing by the COR within two (2) working days of its issuance.

(f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the COR in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

Section D - Packaging and Marking

1.0 GENERAL

There are no packaging or marking requirements for the services to be provided in response to the Task Order unless otherwise indicated by the Contracting Officer Representative(COR). All requirements for packaging and marking of documents associated with these services shall be packaged, packed and marked in accordance with Section D of the MAC contract.

2.0 DATA PACKAGE LANGUAGE

2.1 All unclassified data shall be prepared for shipment in accordance with best commercial practices.

2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Programming Operating Manual (NISPOM), DoD 5220.22-M dated January 1995.

3.0 MARKING OF REPORTS

3.1 All reports delivered by the Contractor to the Government under this Task Order shall prominently show on the cover of the report the following information:

3.1.1 Name and business address of the Contractor

3.1.2 Contract Number

3.1.3 Task Order Number

3.1.4 Sponsoring Activity

All Deliverables shall be packaged and marked IAW Best Commercial Practice

Section E - Inspection and Acceptance

Inspection and acceptance shall be performed in accordance with the basic MAC contract.

In accordance with Section E of the MAC contract, all cost reimbursement MAC terms are incorporated at the Task Order level for any ordered items. These include the following clauses from Section E of the MAC contract:

52.246-5 Inspection of Services-Cost Reimbursement (Apr 1984)

52.247-34 F.O.B. Destination (Nov 1991)

252.246-7000 Material and Inspection Receiving Report (Mar 2008)

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

Services to be furnished hereunder shall be performed and completed as follows:

| SLIN | Funding | Base or Option # | PoP |
|------|---------|---|---------------------|
| 7160 | O&MN | Base Labor (BSO 60 FFC) | 9/27/2019-9/26/2020 |
| 7161 | O&MN | Surge Base Labor (BSO 60 FFC) | 9/27/2019-9/26/2020 |
| 7170 | O&MN | Base Labor (BSO 70 PACFLT) | 9/27/2019-9/26/2020 |
| 7171 | O&MN | Surge Base Labor (BSO 70 PACFLT) | 9/27/2019-9/26/2020 |
| 7260 | O&MN | Option Period 1 Labor (BSO 60 FFC) | 9/27/2020-9/26/2021 |
| 7261 | O&MN | Surge Option Period 1 Labor (BSO 60 FFC) | 9/27/2020-9/26/2021 |
| 7270 | O&MN | Option Period 1 Labor (BSO 70 PACFLT) | 9/27/2020-9/26/2021 |
| 7271 | O&MN | Surge Option Period 1 Labor (BSO 70 PACFLT) | 9/27/2020-9/26/2021 |
| 7360 | O&MN | Option Period 2 Labor (BSO 60 FFC) | 9/27/2021-9/26/2022 |
| 7361 | O&MN | Surge Option Period 2 Labor (BSO 60 FFC) | 9/27/2021-9/26/2022 |
| 7370 | O&MN | Option Period 2 Labor (BSO 70 PACFLT) | 9/27/2021-9/26/2022 |
| 7371 | O&MN | Surge Option Period 2 Labor (BSO 70 PACFLT) | 9/27/2021-9/26/2022 |
| 7460 | O&MN | Option Period 3 Labor (BSO 60 FFC) | 9/27/2022-9/26/2023 |
| 7461 | O&MN | Surge Option Period 3 Labor (BSO 60 FFC) | 9/27/2022-9/26/2023 |
| 7470 | O&MN | Option Period 3 Labor (BSO 70 PACFLT) | 9/27/2022-9/26/2023 |
| 7471 | O&MN | Surge Option Period 3 Labor (BSO 70 PACFLT) | 9/27/2022-9/26/2023 |
| 7560 | O&MN | Option Period 4 Labor (BSO 60 FFC) | 9/27/2023-9/26/2024 |
| 7561 | O&MN | Surge Option Period 4 Labor (BSO 60 FFC) | 9/27/2023-9/26/2024 |
| 7570 | O&MN | Option Period 4 Labor (BSO 70 PACFLT) | 9/27/2023-9/26/2024 |
| 7571 | O&MN | Surge Option Period 4 Labor (BSO 70 PACFLT) | 9/27/2023-9/26/2024 |

| SLIN | Funding | Base or Option # | PoP |
|------|---------|--|---------------------|
| 9160 | O&MN | Base ODCs (BSO 60 FFC) | 9/27/2019-9/26/2020 |
| 9161 | O&MN | Surge Base ODCs (BSO 60 FFC) | 9/27/2019-9/26/2020 |
| 9170 | O&MN | Base ODCs (BSO 70 PACFLT) | 9/27/2019-9/26/2020 |
| 9171 | O&MN | Surge Base ODCs (BSO 70 PACFLT) | 9/27/2019-9/26/2020 |
| 9260 | O&MN | Option Period 1 ODCs (BSO 60 FFC) | 9/27/2020-9/26/2021 |
| 9261 | O&MN | Surge Option Period 1 ODCs (BSO 60 FFC) | 9/27/2020-9/26/2021 |
| 9270 | O&MN | Option Period 1 ODCs (BSO 70 PACFLT) | 9/27/2020-9/26/2021 |
| 9271 | O&MN | Surge Option Period 1 ODCs (BSO 70 PACFLT) | 9/27/2020-9/26/2021 |
| 9360 | O&MN | Option Period 2 ODCs (BSO 60 FFC) | 9/27/2021-9/26/2022 |
| 9361 | O&MN | Surge Option Period 2 ODCs (BSO 60 FFC) | 9/27/2021-9/26/2022 |
| 9370 | O&MN | Option Period 2 ODCs (BSO 70 PACFLT) | 9/27/2021-9/26/2022 |
| 9371 | O&MN | Surge Option Period 2 ODCs (BSO 70 PACFLT) | 9/27/2021-9/26/2022 |
| 9460 | O&MN | Option Period 3 ODCs (BSO 60 FFC) | 9/27/2022-9/26/2023 |
| 9461 | O&MN | Surge Option Period 3 ODCs (BSO 60 FFC) | 9/27/2022-9/26/2023 |

| | | | |
|------|------|--|---------------------|
| 9470 | O&MN | Option Period 3 ODCs (BSO 70 PACFLT) | 9/27/2022-9/26/2023 |
| 9471 | O&MN | Surge Option Period 3 ODCs (BSO 70 PACFLT) | 9/27/2022-9/26/2023 |
| 7560 | O&MN | Option Period 4 ODCs (BSO 60 FFC) | 9/27/2023-9/26/2024 |
| 9561 | O&MN | Surge Option Period 4 ODCs (BSO 60 FFC) | 9/27/2023-9/26/2024 |
| 9570 | O&MN | Option Period 4 ODCs (BSO 70 PACFLT) | 9/27/2023-9/26/2024 |
| 9571 | O&MN | Surge Option Period 4 ODCs (BSO 70 PACFLT) | 9/27/2023-9/26/2024 |

*Option 1, 2, 3 and 4 Period of Performance is dependent upon exercising the options in accordance with 52.217-9 listed in Section I of the solicitation.

Place and time of delivery of data shall be as specified on **Section J Attachment #3 Contract Data Requirements List (CDRL)**, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

PLACE OF PERFORMANCE:

The Contractor shall perform this work at specific government sites nationwide to include homeports at Norfolk, VA; Mayport, FL; Rota, Spain; Gaeta, Italy; Naples, Italy; San Diego, CA; Port Hueneme, CA; Everett, WA; Honolulu, HI, Yokosuka and Sasebo, JA; Singapore; Manama, Bahrain and Saipan/Guam. Port Engineers may be assigned to temporary relocation in support of assigned ship depot level repair availabilities being awarded to a ship repair facility outside of the assigned home port region. The estimated number of temporary relocations are two (2) per year in the CNSP CONUS region and three (3) per year in the CNSL CONUS region. The expected duration, depending on length of repair availability, is 10-18 months. Potential locations include, but are not limited to, Portland, OR; Seattle, WA; Pascagoula, MS; Norfolk, VA; Charleston, SC; and Bath, MA.

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

| | |
|------|-------------------------|
| 7160 | 09/27/2019 - 09/26/2020 |
| 7170 | 09/27/2019 - 09/26/2020 |
| 7260 | 09/27/2020 - 09/26/2021 |
| 7270 | 09/27/2020 - 09/26/2021 |
| 9160 | 09/27/2019 - 09/26/2020 |
| 9170 | 09/27/2019 - 09/26/2020 |
| 9260 | 09/27/2020 - 09/26/2021 |
| 9270 | 09/27/2020 - 09/26/2021 |

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

| | |
|------|-------------------------|
| 7161 | 09/27/2019 - 09/26/2020 |
| 7171 | 09/27/2019 - 09/26/2020 |
| 7261 | 09/27/2020 - 09/26/2021 |
| 7271 | 09/27/2020 - 09/26/2021 |
| 7360 | 09/27/2021 - 09/26/2022 |
| 7361 | 09/27/2021 - 09/26/2022 |

| | |
|------|-------------------------|
| 7370 | 09/27/2021 - 09/26/2022 |
| 7371 | 09/27/2021 - 09/26/2022 |
| 7460 | 09/27/2022 - 09/26/2023 |
| 7461 | 09/27/2022 - 09/26/2023 |
| 7470 | 09/27/2022 - 09/26/2023 |
| 7471 | 09/27/2022 - 09/26/2023 |
| 7560 | 09/27/2023 - 09/26/2024 |
| 7561 | 09/27/2023 - 09/26/2024 |
| 7570 | 09/27/2023 - 09/26/2024 |
| 7571 | 09/27/2023 - 09/26/2024 |
| 9161 | 09/27/2019 - 09/26/2020 |
| 9171 | 09/27/2019 - 09/26/2020 |
| 9261 | 09/27/2020 - 09/26/2021 |
| 9271 | 09/27/2020 - 09/26/2021 |
| 9360 | 09/27/2021 - 09/26/2022 |
| 9361 | 09/27/2021 - 09/26/2022 |
| 9370 | 09/27/2021 - 09/26/2022 |
| 9371 | 09/27/2021 - 09/26/2022 |
| 9460 | 09/27/2022 - 09/26/2023 |
| 9461 | 09/27/2022 - 09/26/2023 |
| 9470 | 09/27/2022 - 09/26/2023 |
| 9471 | 09/27/2022 - 09/26/2023 |
| 9560 | 09/27/2023 - 09/26/2024 |
| 9561 | 09/27/2023 - 09/26/2024 |
| 9570 | 09/27/2023 - 09/26/2024 |
| 9571 | 09/27/2023 - 09/26/2024 |

Section G - Contract Administration Data

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 following the step-by-step procedures for self-registration available at this web site. <https://wawf.eb.mil/>

(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**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer. _____ **NOT APPLICABLE**

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC: **HQ0338**

Issue By DoDAAC: **N00244**

Admin DoDAAC: **N00244**

Inspect By DoDAAC: **R53824**

Ship To Code: **R53824**

Ship From Code

Mark For Code **R53824**

Service Approver (DoDAAC): **R53824**

Service Acceptor (DoDAAC): **R53824**

Accept at Other DoDAAC

LPO DoDAAC

DCAA Auditor DoDAAC: **HAA47B**

Other DoDAAC(s): **NOT APPLICABLE**

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

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

(g) WAWF point of contact.

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

NOT APPLICABLE _____

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

CONTRACT ADMINISTRATION FUNCTIONS

In addition to the Contract Administration functions authorized by FAR 42.302, the Administrative Contracting Officer (ACO) at

is authorized to perform the following administrative functions as checked below:

Negotiate or negotiate and execute supplemental agreements incorporating contractor proposals resulting from change orders issued under the Changes clause. Before completing negotiations, coordinate any delivery schedule change with the Principal Contracting Officer (PCO).

Negotiate prices and execute priced exhibits for unpriced orders issued by the PCO under basic ordering agreements. Negotiate or negotiate and execute supplemental agreements changing contract delivery schedules.

Negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.

Issue amended shipping instructions and, when necessary, negotiate and execute supplemental agreements incorporating contractor proposals resulting from these instructions.

Negotiate changes to interim billing prices.

Negotiate and definitize adjustments to contract prices resulting from exercise of the Economic Price Adjustment Clause.

Execute supplemental agreements on firm-fixed price supply contracts to reduce required contract line item quantities and deobligate excess funds when notified by the contractor of an inconsequential delivery shortage, and it is determined that such action is in the best interests of the Government, notwithstanding the default provisions of the contract. Such action will be taken only upon the written request of the contractor and, in no event shall the total downward contract price adjustment resulting from an inconsequential delivery shortage exceed \$250.00 or 5 percent of the contract price, whichever is less.

Execute supplemental agreements to permit a change in place of inspection at origin specified in firm fixed-price supply contracts awarded to nonmanufacturers, as deemed necessary to protect the Government's interests.

Prepare evaluations of contractor performance in accordance with subpart 42.15. Any additional contract administration functions not listed in 42.302(a) and (b), or not otherwise delegated, remain the responsibility of the contracting office.

-

CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Functions: The Contracting Officer for this contract is identified on the basic contract. Only the Contracting Officer can change the basic contract, and the Contracting Officer maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Contracting Officer of the Fleet Logistics Center, San Diego, CA. Unless otherwise noted, all references to "Contracting Officer" in the text of this task order and the basic contract refer to the Task Order Contracting Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under

the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Contracting Officer is:

[REDACTED]
 [REDACTED]
 [REDACTED]

(d) The Task Order Negotiator is:

[REDACTED]
 [REDACTED]
 [REDACTED]

CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (JUN 2011)

The contractor's senior technical representative, point of contact for performance under this task order is:

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

PAYMENT INSTRUCTIONS

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS [252.232-7006](#)) and the type of effort.

| 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 | 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 |

| | | | | | |
|---|---|-----|-----|-----|---|
| 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts | | | | | 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 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 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).

716001 N0006019RC4PE4G [REDACTED]

LLA :

AA 1791804 6B4B 257 A0060 056521 2D C4PE4G 636779S1CP4Q

717001 R5382419RCK9418 [REDACTED]

LLA :

AB 1791804 7B4B 257 D3824 056521 2D CK9418 538249VUK01Q

717002 R5382419RCK9208 [REDACTED]

LLA :

AC 1791804 7B4B 257 D3824 056521 2D CK9208 538249VUK01Q

916001 N0006019RC4PE4G [REDACTED]

LLA :

AA 1791804 6B4B 257 A0060 056521 2D C4PE4G 636779S1CP4Q

917001 R5382419RCK9418 [REDACTED]

LLA :

AB 1791804 7B4B 257 D3824 056521 2D CK9418 538249VUK01Q

BASE Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00001 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00002 Funding [REDACTED]

Cumulative Funding [REDACTED]

Accounting Data

| CLIN/SLIN | PR Number | Amount |
|-----------|-----------|--------|
|-----------|-----------|--------|

N0024419F3003P00003

| | | |
|--------|-----------------------|---------------|
| 726001 | N0006020RC4PT4G726001 | \$ [REDACTED] |
|--------|-----------------------|---------------|

LLA :

AD 1701804 6B4B 257 A0060 056521 2D C4PT4G 636770S1CP4P

Standard Document #:

| | | |
|--------|-----------------------|---------------|
| 727001 | R5382420RCK0434727001 | \$ [REDACTED] |
|--------|-----------------------|---------------|

LLA :

AE 1701804 7B4B 257 D3824 056521 2D CK0434 538240VUK01Q

Accounting Data

Standard Document #:

926001 N0006020RC4PT4G926001 \$ [REDACTED]

LLA :

AD 1701804 6B4B 257 A0060 056521 2D C4PT4G 636770S1CP4P

Standard Document #:

927001 R5382420RCK0434927001 \$ [REDACTED]

LLA :

AE 1701804 7B4B 257 D3824 056521 2D CK0434 538240VUK01Q

Standard Document #:

927002 R5382420RC015SD927002 \$ [REDACTED]

LLA :

AF 1701804 7C6C 257 D3824 056521 2D C015SD 538240SU252D

Standard Document #:

MOD Funding: \$ [REDACTED]

Cumulative Funding: \$ [REDACTED]

N0024419F3003P00004

LLA :

Standard Document #:

MOD Funding:

Cumulative Funding: \$ [REDACTED]

Section H - Special Contract Requirements

ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic Seaport-E MAC contract is incorporated by reference. Award will only be made to an offeror that has no organizational conflict of interest as defined in FAR 9. or that the Government determines has provided a satisfactory mitigation plan. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest.

ORGANIZATIONAL CONFLICT OF INTEREST

A. Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The contract requires the contractor, herein defined, to provide port engineering technical and management support, professional consulting services, or other administrative support to Department of Navy Port Engineering Program, an activity end-user. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

B. Definitions

- (1) "Contractor" means the firm awarded this contract or task order and shall include any affiliate, employee, agent, subcontractor (at any tier), officer, subsidiary or parent contractor.
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement.
- (3) "Interest" means organizational or financial interest;
- (4) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (5) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation requiring it to provide products/services to be evaluated under this contract.

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary

information, or technical documentation may give it an *unfair* [e.g. the independent cost estimate] advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial. [In no event may the contractor refuse to provide services/support in accordance with contract terms because of a potential or actual organizational conflict of interest that could affect future competitive acquisitions.]

C. PROSPECTIVE RESTRICTIONS ON CONTRACTING:

The Contractor, as broadly defined above, agrees that until such time as the current contract is completed, plus three years, neither it nor its affiliates shall: a) propose in response to any requirements arising out of this contract; b) create for themselves an interest in any contract related to or resulting from the current consulting contract; or, c) consult or discuss with any potential offeror any aspects of work under the contract.

The Contractor, as broadly defined herein, is prohibited from providing to Navy any repairs or industrial repair services, shipboard IT/software services advanced planning for repair services, design services for alterations or repairs, installations, repair or alternation engineering or planning services, equipment or system grooms, or shipboard assessment services for any ship system, component, end item or part thereof for any Navy ship which has a contractor port engineer, combat systems or maintenance manager assigned under this contract. These restrictions, as others set forth herein, shall survive contract performance and shall be effective for three (3) years after contract performance, inclusive of options. Nothing in these restrictions shall operate to preclude the Contractor, as broadly defined herein, from participating in a follow-on contract or task order to this procurement. As indicated in the definition of Contractors, these terms and conditions shall be binding at all tiers – to include subcontractors, who shall agree in writing to these terms and conditions in their respective subcontracts.

D. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. If no agreement is reached (copy to be furnished to the contracting officer), the Contractor shall cease and desist any further actions resulting in accessing third party trade-secret information and contact the Contracting Officer for further guidance.

If Contractor will access third-party procurement sensitive or trade-secret information, it shall require its “affiliates” as defined herein to execute a document defining any financial holdings. If an affiliate has in fact a financial conflict of interest (i.e. holds an interest in any such third party and/or a competitor to that third party), the contractor shall replace that affiliate or employee in accordance with contract terms and conditions, as set forth herein. Contractor shall report such action to the Contracting Officer.

Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

E. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

H9 LIABILITY INSURANCE (COST TYPE CONTRACTS) (OCT 1992)

The following types of insurance are required in accordance with the clause entitled "INSURANCE-LIABILITY TO THIRD PERSONS" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

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

H13 COST LIMITATION CEILINGS ON INDIRECT RATES (OCT 1992)

If an offeror proposes cost limitation ceilings on indirect rates the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

H15 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (OCT 1992)

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

████████████████████

████████████████

██

██

██

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

Name:

Code:

Mailing Address:

Telephone:

Email:

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

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

N00244H001 TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS (MAY 2004)

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

--Each contractor employee will have a favorably completed National Agency Check (NAC).

--If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.

--If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

--In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

(a) Foreign National is employed by DOD, or

(b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program

Office (NAVIPO), or

(c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>.

The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

Section I - Contract Clauses

Note: The following clauses are incorporated by reference in this Task Order; however, all applicable clauses incorporated by reference in the basic MAC contract also apply.

CLAUSES INCORPORATED BY REFERENCE

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (JUL 2010)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING (SEP 2006)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)

52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACTOR EFFORT (OCT 2009)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

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

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)

52.232-22 LIMITATION OF FUNDS (APR 1984)**52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)****52.244-2 SUBCONTRACTS (OCT 2010)****52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)****52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)****52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)**

para (a) fill-in: Fleet Logistics Center San Diego para (b) fill-in: Fleet Logistics Center San

Diego para (b) fill-in: Task Order Number TBD

para (b) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD**OFFICIALS (SEP 2011)****252.203-7998, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015) (DEVIATION 2015-O0010)****252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)****252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)****252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)****252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)****252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)****252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)****252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)****252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)****252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)****252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (JUL 2009)****252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)**

CLAUSES INCORPORATED BY FULL TEXT:

52.216-8 FIXED FEE (Jun 2011)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements.

The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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

(a) The Government may extend the term of this contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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

(a) Recompensation 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.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available by the Contracting Officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

*****Note that NO government furnished property is anticipated to be provided to the contractor under this contract.*****

52.245-1 GOVERNMENT PROPERTY (APR 2012)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: _____

NONE _____

52.245-9 USE AND CHARGES (APR 2012)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY (APR 2012)

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015)

Section J - List of Attachments

Attachment1ContractAdministrationPlan

Attachment2QualityAssuranceSurveillancePlan

Attachment3ContractDataRequirementsList--Revised Mod 01

Attachment4ContractSecurityClassificationSpecification

| Attachment Number | File Name | Description |
|-------------------|--|--|
| | N0024419R3002ContractAdministrationPlanCAPCPFF.pdf | Attachment1ContractAdministrationPlan |
| | N0017814D7979N0024419F3003FinalPEContractDD25425Sep19_1692e6c4-241e-40c3-aca3-bb852efc74fd.pdf | Attachment4ContractSecurityClassificationSpecificationFinal25Sep2019 |
| | N0017814D7979N0024419F3003RevisedDD1423CDRLsmod1.pdf | Attachment3ContractDataRequirementsListRevisedModP1 |
| | N0024419R3002QualityAssuranceSurveillancePlan.docx | Attachment2QualityAssuranceSurveillancePlan |