

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 56
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N0017819D7712		2. DELIVERY ORDER/CALL NO. N0017422F3007		3. DATE OF ORDER/CALL (YYYYMMDD) 2022JUL29	4. REQUISITION/PURCH REQUEST NO. Various
5. PRIORITY DO-C9		6. ISSUED BY CODE N00174			
7. ADMINISTERED BY (If other than 6) CODE				8. DELIVERY FOB	
Naval Surface Warfare Center Indian Head Division 4081 North Jackson Road Indian Head, MD 20640-5116				SCD: C DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR CODE 51B99		FACILITY 824944891		10. DELMERTO (YYYYMMDD) SEESCHEDULE	
NAME AND ADDRESS Forge Forward, Inc. 2000 14th Street North, Suite 530 Arlington, VA 22201-2526		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED		12. DISCOUNT TERMS Net 30 Days WAWF	
13. MALINVOICES TO THE ADDRESS IN BLOCK				11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED	
13. MALINVOICES TO THE ADDRESS IN BLOCK SEE SECTION G				11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED	
0. SHIP TO CODE		15. PAYMENT WILL BE MADE BY CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
SEE SECTION F		DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264			
16. TYPE	DELIVERY/ CALL	X This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
OF ORDER	PURCHASE	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.			
Forge Forward, Inc. NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TI DATE SIGNED (YYYYMMDD)					
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					
0. ITEM NO.	0.	SCHEDULE OF SUPPLIES/SERVICES	18. QUANTITY ORDERED/ACCEPTED*	19. UNIT	0. UNIT PRICE
		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.		20. UNITED STATES OF AMERICA /s/Julie Greaves-Jacko BY:		21. TOTAL \$1,772,661.97 0. DIFFERENCES	
2a	QUANTITY INSPECTED	COLUMN 20 HAS BEEN RECEIVED 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.	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS	32. PAID BY	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			31. PAYMENT		33. AMOUNT VERIFIED CORRECT FOR
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		COMPLETE		34. CHECK NUMBER
			PARTIAL		35. BILL OF LADING NO.
			FINAL		25. S/R VOUCHER NO.
37. RECEIVED AT	22. RECEIVED BY (Print)	23. DATE RECEIVED (YYYYMMDD)	24. TOTAL CONTAINERS	38. S/R ACCOUNT NUMBER	25. S/R VOUCHER NO.

General Information

The following documents are hereby incorporated and are made part of this task order:

1. Amendment 0001 is hereby incorporated into this task order by reference.
2. Funding is added as follows: See Section G - Accounting Data for details:
3. Section H - Special Contract Requirements: See Allotment of Funds Clause.

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
2000	R425	Base Year - NOSSA Analytical, Technical and Management Support Services - Labor (Fund Type - OTHER)	21,640.00	Labor Hours			
2001	R425	Funding in support of CLIN 2000 (Fund Type - OTHER)	1.00	Lot			
2002	R425	Funding in support of CLIN 2000 (Fund Type - OTHER)	1.00	Lot			
2003	R425	Funding in support of CLIN 2000 (Fund Type - OTHER)	1.00	Lot			
2100	R425	Option Year I - NOSSA Analytical, Technical and Management Support Services - Labor (Fund Type - OTHER) Option	21,640.00	Labor Hours			
2200	R425	Option Year II - NOSSA Analytical, Technical and Management Support Services - Labor (Fund Type - OTHER) Option	21,640.00	Labor Hours			

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000	R425	Base Year - NOSSA Analytical, Technical and Management Support Services - ODCs (Fund Type - OTHER)	1.00	Lot	
3001	R425	Funding in support of CLIN 3000 (Fund Type - OTHER)	1.00	Lot	
3002	R425	Funding in support of CLIN 3000 (Fund Type - OTHER)	1.00	Lot	
3100	R425	Option Year I - NOSSA Analytical, Technical and Management Support Services - ODCs (Fund Type - OTHER) Option	1.00	Lot	
3200	R425	Option Year II - NOSSA Analytical, Technical and Management Support Services - ODCs (Fund Type - OTHER) Option	1.00	Lot	

Cost Type / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Cost	Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000		Base Year - NOSSA Analytical, Technical and Management Support Services - CDRLs	1.00	Lot		NSP	
4100		Option Year I - NOSSA Analytical, Technical and Management Support Services - CDRLs	1.00	Lot		NSP	
4200		Option Year II - NOSSA Analytical, Technical and Management Support Services - CDRLs	1.00	Lot		NSP	

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
6000	R425	Option Year III - NOSSA Analytical, Technical and Management Support Services - Labor (Fund Type - OTHER) Option	21,640.00	Labor Hours			
6100	R425	Option Year IV - NOSSA Analytical, Technical and Management Support Services - Labor (Fund Type - OTHER) Option	21,640.00	Labor Hours			

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
7000	R425	Option Year III - NOSSA Analytical, Technical and Management Support Services - ODCs (Fund Type - OTHER) Option	1.00	Lot	
7100	R425	Option Year IV - NOSSA Analytical, Technical and Management Support Services - ODCs (Fund Type - OTHER) Option	1.00	Lot	

Cost Type / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
8000		Option Year III - NOSSA Analytical, Technical and Management Support Services - CDRLs	1.00	Lot		NSP	
8100		Option Year IV - NOSSA Analytical, Technical and Management Support Services - CDRLs	1.00	Lot		NSP	

CLAUSES INCORPORATED IN FULL TEXT

B-231-H001 TRAVEL COSTS (NAVSEA) (OCT 2018)

- a. Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The travel costs to be reimbursed shall be those costs for which the Contractor has maintained appropriate documentation and which have been determined to be allowable, allocable, and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer, or their duly authorized representative.
- b. Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- c. Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Procuring Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.
- d. The Contractor shall not be reimbursed for the following daily local travel costs:
- (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - () travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

B-232-H004 - PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (OCT 2018)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.
- (b) The Government shall make payments to the Contractor, subject to and per the clause in this contract entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee", (FAR 52.216-10), as applicable. Such payments shall be equal to percent of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "Allowable Cost And Payment" (FAR 52.216-7), subject to the withholding terms and conditions of the "Fixed Fee" or "Incentive Fee" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Fee shall not be applied on Facilities Capital Cost of Money per FAR 15.404-4(c)(3) and DFARS 215-404-71-4. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.
- (c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the text entitled Level of Effort. If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) per the text entitled Level of Effort", or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

B-232-H006 LIMITATION OF COST OR LIMITATION OF FUNDS CLARIFICATION (NAVSEA) (OCT 2018)

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of Text)

Section C - Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT FOR NAVAL ORDNANCE SAFETY AND SECURITY ACTIVITY (NOSSA) ANALYTICAL, TECHNICAL AND MANAGEMENT SUPPORT

1.0 INTRODUCTION

The Naval Ordnance Safety and Security Activity (NOSSA) requires contractor support to provide analytical, technical and management support in matters concerning NOSSA business operations, Department of the Navy (DON) Explosives Safety and Navy Environmental Programs to complement the organic resources of the Command.

The Customer to be supported by this task order is: NOSSA and LQAO

This Seaport-NxG Task Order (TO) is for support services which includes information technology services. Seaport task orders are not for the procurement of non-incident material, supplies, information technology hardware or property. This task order shall not be used for material procurements, other than incidental materials. Incidental materials are those materials that the Contractor needs for the execution of the services.

This task order is for Severable Services and will be incrementally funded.

2.0 BACKGROUND

NOSSA serves as Program Manager of the DON Explosives Safety Program, as directed by the Office of the Chief of Naval Operations (OPNAV), N4 and Naval Sea Systems Command (NAVSEA). Specifically, NOSSA issues technical standards and criteria, provides technical guidance and assistance to all components of the DON, and furnishes technical advice and evaluation to the OPNAV, Naval Sea Systems Command (NAVSEA), and the Marine Corps Systems Command (MARCORSYSCOM) on all aspects of Explosives Safety, Arms, Ammunition, and Explosives (AA&E) Physical Security and Transportation, Insensitive Munitions (IM), Ordnance Environmental, Hazards of Electromagnetic Radiation to Ordnance (HERO), Weapons System Explosives Safety Review Board (WSESRB), siting for and deviations from explosives safety criteria, lightning and grounding protection, electrostatic discharge, hazard classification and explosives safety training. NOSSA is the technical authority and provides core expertise and leadership to the Navy on issues related to environmental support in the area of military munitions and ordnance related processes.

Naval Sea Systems Command (NAVSEA) Laboratory Quality and Accreditation Office (LQAO) is tasked with supporting the Navy and the Department of Defense (DOD) in a broad range of areas/issues related to the environment. A major effort for LQAO is coordinating data quality improvement activities through the DoD Environmental Data Quality Workgroup (EDQW). The EDQW is comprised of representatives from Army, Navy, Air Force and Defense Logistics Agency. Further, the Navy as Chair of the EDQW provides the DOD voice to other Federal data quality standardization efforts such as the Intergovernmental Data Quality Task Force (IDQTF), the NELAC Institute (TNI), and the DOD Environmental Laboratory Accreditation Program (ELAP). The LQAO also supports Department of Navy specific programs such as Naval Shipyard and SEA07 Gas Laboratory assessments. The LQAO also supports Department of Navy specific programs such as Naval Shipyard and SEA07 Gas Laboratory assessments.

To accomplish these tasks expert services and technical support are required related to environmental sampling, laboratory testing, environmental database maintenance and training, budget analysis, programmatic/analytical program support, document preparation, document review, environmental training course development and maintenance, environmental training course delivery and support, and meeting facilitation.

3.0 SCOPE

This tasking is in support of NOSSA business operations, as well as technical program management support. The performance of this support ensures that NOSSA business functions and programs operate properly and continue to support the mission. In performance of

these tasks, the contractor shall have a thorough knowledge and understanding in the following areas:

- Environmental, explosives safety, and ordnance transportation performance metrics support
- Environmental, explosives safety, and ordnance transportation applications/databases development and maintenance
- Business operations management
- Command wide strategic planning
- Metrics development and analysis
- Business planning, budget analysis and program management
- Environmental sampling and laboratory testing
- Training course development and maintenance

In performance of these tasks, the contractor shall not provide transportation services, handle hazardous material or explosives. The Contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently governmental functions. The Contractor or its employees shall not represent the Government nor appear to represent the Government in performance of these task order services. The Contractor shall not purchase or obligate on behalf of the Government. At all times, Contractor personnel shall wear appropriate identification identifying themselves as contractor personnel. At all meetings, conferences, or sessions with the Government personnel, Contractor personnel shall clearly identify their status as Contractor employees. All reports delivered under this task order are property of the U.S. Government.

Contractor assistance is required to support the work of the NAVSEA LQAO and NOSSA as it proceeds to develop and follow policy, direction and guidance for environmental data collection activities. Pertinent management and technical support in matters concerning environmental and conservation areas will include: annual program plan development, updating/producing publications, training plans and training aides, environmental training course review for routine update and maintenance, environmental training course development for emergent training needs, support and delivery of environmental training courses, environmental project reviews/audits, and review of emerging federal/state rules and regulations for impact and implementation. In addition, Contractor services are required to assist the Navy in the assessment and resolution of quality and compliance vulnerability issues at different types of Naval facilities.

No Construction, Catering, or Video Production is authorized under this TO. The Contractor shall not act as a procurement organization for the Government. This is not a supply support task order. In support of this task order the Contractor will not be working with explosives. This task order is not for the procurement of security/police/guard/protection personnel support services. Only a warranted Contracting Officer from Naval Surface Warfare Center Indian Head Division (NSWC IHD) has the authority to change the terms and conditions of this TO.

4.0 APPLICABLE DOCUMENTS

Unless otherwise specified, the following documents form a part of the PWS and are to be used for general guidance only. The following documents are applicable to this contract effort:

Document No.	Document Title	Date Issued/Updated
DESR 6055.09	Department of Defense (DOD) Ammunition and ES Standards: General ES Information and Requirements	current revision
DODI 6055.16 Ch. 1	Explosives Safety Management Program	current revision
DODD 6055.9E	Explosives Safety Management and the DOD Explosives Safety Board	current revision

OPNAVINST 5090.1D	Environmental Readiness Program Instruction	current revision
OPNAV M-5090.1	Environmental Program Readiness Manual	current revision
OPNAVINST 8020.14A Navy	Explosives Safety Management Program	current revision
NAVSEA OP 5 V1 Rev. 7. (series)	Ammunition and Explosives Safety Ashore	current revision
NOSSAINST 8020.14G	Navy Explosives Safety Shore Station Compliance Program	current revision
NOSSAINST 8023.12C	Navy Shipboard Explosives Safety Inspection Program	current revision
DODINST 4715.15	Environmental Quality Systems	current revision
DODM 4715.25	DOD Environmental Laboratory Accreditation Program (ELAP)	current revision
DOD/DOE QSM	DOD/DOE Consolidated Quality Systems Manual for Environmental Laboratories	current revision
EPA-505-B04-900A or DTIC ADA 427785	Uniform Federal Policy for Quality Assurance Project Plans	3/2005
N/A	DOD Quality Systems Requirements for Advanced Geophysical Classification	current revision

The above documentation is available at <https://nossa.dc3n.navy.mil/nrws3/> on the NOSSA Naval Restricted Website (NRWS) library, www.denix.osd.mil, and www.EPA.gov.

5.0 REQUIREMENTS

Technical and program management support is required for performance metrics and database management, strategic and business management, training and analytical support services. This support requires subject matter expertise in naval strategic planning, business, project and engineering management, performance measurement and associated tool and database development and management. Some specific requirements include:

- Analytical support including: program level and technical performance measurement and analysis development, facilitation, business planning and strategic planning support.
- Environmental, ordnance transportation, and explosives safety program support including: logistics, metrics development, database development/maintenance, business planning and strategic planning support.
- Business operations management, training and other analytical support services.
- Deliver products in a cost-effective manner such as plans, evaluations, and reports in the specific format, timeframe and manner described in the initial meeting for each particular task assigned.

6.0 TASKS

6.1. Strategic Planning and Analytical Support

The Contractor shall provide a full range of support services in strategic planning, change management, business process development and organizational development. The contractor shall assist in strategic and business planning development at the Command and Directorate levels. The Contractor shall provide meeting facilitation to support the planning process. The Contractor shall support the End-Of-Year

reporting process to include compilation of Directorate inputs, update data and metrics development, formal alignment, and grammatical changes across the editing lifespan of the finalized document.

The Contractor shall provide strategic and business planning recommendations to the Government through the analysis of survey results. All survey results shall be reported with accompanying metrics and graphics data to support the recommendations.

The Contractor shall provide other Navy Explosives Safety (ES), environmental and transportation program support services as required. Support may include technical and analytical services, research, reporting, collecting and analyzing data, development of various presentations and meeting support, strategic planning, business planning, metrics and trend analysis, and logistics as deemed necessary by the Government. Strategic planning analysis and supportive initiatives shall be delivered within appropriate timeframe and formats.

The contractor shall provide Command and/or Directorate strategic planning documentation to include but not be limited to: strategic plans, business plans, presentations, end of year reports, and other reports in accordance with (IAW) Contract Data Requirements List (CDRL) A001, Strategic Planning Documentation/Business Operation Support Documentation. The contractor shall provide minutes of progress review meetings in a report/technical memorandum format IAW CDRL A002, Technical Reports/Point Papers/Meeting Minutes.

6.2 Analysis and Performance Management Support

The Contractor shall apply comprehensive knowledge and methodologies of performance management systems, metrics, principles and practices as they relate to the strategic and business planning to lifecycle. The Contractor shall perform analyses, conduct evaluations, develop findings and trends, create visual presentations and provide associated training support to the organization. The Contractor shall provide analytic support as necessary in the development of Program Area Assessment Charts (PAACs) and other performance measurement tools.

The Contractor shall provide technical and program management support to the command by advising, assisting, and performing management analytical support services. The contractor shall provide expert knowledge and change management for benchmarking, comparative analysis and business management support. The Contractor shall use the Ordnance Environmental Assessment Model to manage and update annual data to determine fiscal year health score illustrated in the End-Of-Year Report. Analytic charts for Site approval In-House Aging submissions shall be updated on a quarterly basis with accompanying performance metrics. The Contractor shall also support the command with analytic methods of measuring site approval requests and processing. The Contractor shall assist in the preparation of business management documentation, briefs, meeting minutes and reports IAW CDRL A002.

6.3 Environmental, Ordnance Transportation, and Explosives Safety Performance Metric Tool and Related Database Development and Management Support

The contractor shall provide information technology (IT) development and maintenance support to NOSSA as required, as it pertains to Naval explosives safety, ordnance transportation, and ordnance environmental business processes, performance metrics, and analytical support services. The contractor shall provide assistance in creating and populating command databases and interactive online processes, including Facilities Certification databases such as Web Site Approval Requests (WebSAR), explosives safety compliance automated tools such as the Explosives Safety Compliance System (ESCS), Munitions Response Submissions and Tracking tools such as Web Explosives Safety Submission (WebESS), Technical Inquiry Reporting database, Weekly Labor Resource Reporting database, Toxic Release Inventory Data Delivery System (TRI-DDS), AA&E Transportation database, performance measurement databases, and other ordnance safety and environmental applications, as well as the interaction between these tools and the NOSSA Restricted Web Site.

The contractor shall develop, populate and maintain associated automated tools, databases and Web pages based on input provided by the government and using Navy Marine Corps Intranet (NMCI) and government-approved software. The contractor shall collaborate with Government program managers to analyze, design, and implement program IT changes within the associated databases, tools and Web pages that may include the conversion and importing of data from various formats. The contractor shall design and develop user-friendly and NMCI-compliant forms, menus and web pages. The contractor shall design and implement reporting processes and automated metrics outputs that align with command and program requirements. The contractor shall develop DOD and NOSSA secure software products.

The contractor shall perform testing, debugging, and installation support of tools, web pages and databases they have developed to Navy-owned servers. The contractor shall provide technical support, remote troubleshooting, and training guidance for the developed databases/tools and associated processes. The contractor shall provide documentation of quality assurance, source code, and data dictionary in a turn-key format. All IT products and associated documentation shall be provided IAW CDRL A003, IT products/source code and tech/training.

6.4 Business Operations Support

The Contractor shall provide business operations support by compiling metrics and data and preparing presentations to be used in workshops, briefings, Command-level requests, All hands meetings, and other events as requested. The Contractor shall identify policy and business rule changes and prepare draft revisions to command instructions.

The Contractor shall provide program and project management, planning, tracking and technical support to the Command. The Contractor shall provide advice to command leadership on matters relating to program performance and recommend courses of action to accomplish goals and objectives. The contractor shall maintain existing program performance measurement tools, develop new performance management tools as necessary and compile, document, and analyze metrics data concerning Command business processes, integrate existing Program Management Plans to support the analysis and reporting of cost, schedule, and productivity status, and train command personnel in business processes and metrics. The Contractor shall provide support for high priority Command Budget Briefs by compiling metrics and graphics data. The Contractor shall also support updates to Command and Directorate Flag level presentations.

The Contractor shall provide support for the bi-annual Navy Explosives Safety Workshop by drafting presentations, supporting agenda and onsite technical support as required. Responsibilities also include formatting, compiling data, manually inputting data, and analysis for the ES Workshop Survey, the NOSSA ES Technical Support Customer Survey and pertinent automated systems surveys.

The contractor shall provide other Navy safety/environmental/transportation program support services as required. Support may include technical analytical services support in the areas of all Navy safety, transportation, or environmental programs, research and reporting, collecting and analyzing data, development of various presentations and meeting support, strategic planning, business planning, metrics and trend development, and logistics as deemed necessary by the Government.

6.5 Miscellaneous Technical and Program Support

The contractor shall provide technical support for addressing technical issues with the review and research of the various documents, data, recommendations, findings, trends analysis and associated initiatives for NOSSA. The contractor shall participate in progress review meetings with NOSSA representatives to discuss overall task status, key project deliverables, new initiatives, issues and risks. The contractor shall provide minutes of progress review meetings in a report/technical memorandum format IAW CDRL A002.

6.6 Monthly Status Reports

The contractor shall submit monthly management status reports when invoices are submitted the following month detailing accomplishments, progress on all tasks, problems encountered, projected work for the next reporting period, and funding status. Reports shall include a detailed breakout by task of the work performed and funding and labor hours expended as well as funding and labor hours balance for each task. Funding status shall include the breakout by each funded task utilizing the Government's approved format. Reports will be distributed to the Contracting Officer's Representative IAW CDRL A004, Contracting Officer's Management/Financial Report.

6.7 Trend Analysis and Summary Report

To facilitate evaluation of future actions the contractor shall conduct a Trend Analysis of the multifaceted services and technical support accomplished under this task order. Trend Analysis and Summary Report shall be submitted in accordance with the submittal schedule stated IAW CDRL A005, Trend Analysis and Summary Report. The Summary Report shall provide a narrative summary of the work accomplished, outstanding issues, new initiatives, trend analysis, and recommendations for quality improvement of the technical support.

6.8 Project Management Support

The Contractor shall provide administrative and analytical support during the Planning, Programming, Budgeting and Execution cycle for NOSSA. Program support for explosive safety budget analysis and evaluation efforts includes: Program Objective Memorandum (POM) reviews, Fiscal Year Execution Reviews, Budget Execution Plan support, and Mission Execution Plan and Brief support. Program Management support is also required and includes: report generation in the Program Budget Information System and FOSSOM (Fleet Ordnance Support and Safety Optimization Model). All products in support of this task are the property of the Federal Government. This support will include:

6.8.1 Assist with the management of POM reviews for NOSSA:

- Develop, manage, and assist in the analysis of reports to compare previous POM cycle snapshots and Fiscal Year Budget Execution data to identify changes and trends in the current POM requirements.
- Conduct routine data checks to comply with changing U.S. Local, State, and Federal regulations and laws, overseas requirements, executive orders, and Navy and DoD policy.
- Critical Analysis of advanced administration reports, including POM Snapshot and narrative reports while providing real-time information of the POM status to the Budget Submitting Offices (BSO).
- Assist the BSO Funding Managers with detailed review of program data to ensure all project costs are reviewed, validated, and justified.
- Assist and support in developing the final POM-submittal brief.

6.8.2 Assist with the management of the Budget Execution Plan for NOSSA:

- Build the Execution Plan using the Office of the Chief of Naval Operations Program Objective Memorandum (OPNAV POM) - approved snapshot as a baseline.
- Develop the Execution Review Report for each Fiscal Year and support BSOs with development of execution briefs, including data analysis support.
- Incorporate changes to Execution Plan to work with changing business rules during the Fiscal Year.

6.9 Technical Assistance for Laboratory Quality and Accreditation Office (LQAO)

The Contractor shall provide technical assistance on a broad range of issues related to environmental sampling, laboratory testing, and data quality. This will include:

- Providing technical expertise in environmental sampling and testing for a wide range of Federal regulatory programs including: Clean Water Act (CWA), Safe Drinking Water Act (SDWA), Resource Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
- Assisting with the review of laboratory analytical data for compliance with permits
- Providing technical assistance to shore activities and the fleet.
- Providing assistance in preparing correspondence, multimedia presentations and briefings.
- Maintaining and updating content of Navy and DOD websites
- Creating “Fact Sheets” and other technical publications that provide concise information readily understood by the target audience.
- Assisting with the review of proposed and existing regulations and preparing responses to coordinate Navy and other DOD comments.
- Providing support to LQAO in its role as the Water Quality Oversight Council Laboratory Authority in support of CNIC.
- Participating in on-site laboratory observations as part of the DOD Environmental Laboratory Accreditation Program (DOD ELAP).

6.10 Support for the Environmental Data Quality Workgroup (EDQW)

Navy, as Chair of the EDQW, facilitates meetings of the group and prepares the documentation necessary to support deliberations. The Contractor shall provide meeting support for the EDQW and its subgroups:

- Preparation of agendas and other analytical materials to support the workgroup.

- Drafting of language for review for deliberations generated during meetings.
- Preparation of analytical materials to support workgroup deliberations.
- Provide logistical support, including: identification of meeting rooms, sending announcements and directions to meetings to participants, and providing flip charts and associated materials for meeting support.
- Planning and facilitating the meetings and the DOD Environmental Monitoring and Data Quality Workshop.
- Documentation of meeting minutes and circulating them for review, first in draft, then in final format.
- Maintaining an updated record of meeting attendees.
- Initiation and documentation of conference calls to address specific issues identified between meetings.
- All documents, handbooks, and guidance work products created by the subgroups shall be readily available for revision, as necessary.
- In support of EDQW, the Contractor shall develop training programs suitable for both in-person delivery and web based delivery to help various audiences understand and implement work products.

6.11 Analytical and Programmatic Support for NOSSA

NOSSA requires analytical and programmatic support of various policy, planning, organizational and operational tasking's in support of Navy environmental, explosives safety and weapons systems safety programs. These programs require integrated and comprehensive environmental, safety and compliance support in terms of conducting analyses and methodologies to support the improvement and management of Navy environmental, explosives safety and weapons system programs.

The Contractor shall provide the following support:

- Assist with developing technical program planning and take appropriate actions, such as establishing meetings with subject matter experts, to address program issues. Perform environmental and weapons system safety policy analysis, regulatory and operational tracking, compliance monitoring, performance measurement and make process improvement recommendations.
- Support the review, revision and editing of Navy publications for environmental and explosive safety policy and guidance.
- Prepare presentations, meeting/conference agenda, meeting/conference minutes, and exhibits as well as provide logistics support for explosives safety and environmental program reviews, conferences, and meetings. Logistics support includes the organization, attendance, hosting, and/or facilitation of program meetings and discussions.
- Assist in the preparation of technical letters, participate in associated meetings, develop presentations/briefings, prepare and maintain related program documentation, develop task plans, and coordinate resource allocations.
- Assist in the development of management plans, evaluation of program schedules, and tracking/reviewing of program data deliverables. The Contractor shall use integrated and comprehensive approaches to assist with mission planning activities such as: financial management, operational management, and database management.
- Provide Arms Ammunition and Explosives (AA&E) Transportation program support services. Support includes technical and logistical analytical support in the areas of all Navy safety and transportation programs, research and reporting, collecting and analyzing data, hazard analyses as it relates to ordnance transportation safety, development of various presentations and meeting support, strategic planning, metrics and trend development, risk assessment and management, technical accuracy review, executing limited travel to support meetings, long-term/short-term priority analysis, program management support, and program logistics. The contractor shall provide assistance in monitoring and updating the interactive online AA&E Transportation website used by the Operating Units for Deviation requests, transportation surveys, and Defense Transportation Tracking System (DTTS) access. Support also includes investigation and suggested resolution of AA&E webpage issues in accordance with CDRL A007. (Updated Systems/Web Tools and associated user manuals)
- Provide support for NOSSA's Automated Site Planning Tool (ASPT) deployment efforts.

- Provide Geographic Information System (GIS) and cartographic support to DON internal and external customers and stakeholders.
- Review ASPT generated Site Plans.

6.12 Training Support for LQAO and NOSSA

The Contractor will provide support to LQAO and NOSSA training activities, including:

- Provide IT and programing support to develop on-line training modules.
- Provide data deliverables in support of tasking in accordance with CDRL A008 (Course Training Documents.)

7.0DELIVERABLES

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

A001 Strategic Planning Documentation/Business Operation Support Documentation (including presentations, compiled metrics and related reports)

A002 Technical Point Papers, Reports, Briefings, Meeting Minutes

A003 IT products, source code and technical training

A004 Contracting Officer's Representative Management/Financial Report

A005 Trend Analysis and Summary Report

A006 Government Furnished Property Baseline Report

A007 Updated Systems/Web Tools and associated user manuals

A008 Course Training Documents

A009 Scientific and Technical Reports

A summary of the deliverables is as follows:

Item	Frequency	Level of Inspection	Recipient
A001	As Required	COR and NOSSA Task Manager	NOSSA Task Manager
A002	As Required	COR and NOSSA Task Manager	NOSSA Task Manager
A003	As Required	COR and NOSSA Task Manager	NOSSA Task Manager
A004	15 th of every month	COR and NOSSA Task Manager	COR
A005	Draft 3 months prior to task order completion, Final 30 days	COR and NOSSA Task Manager	COR

	after review of draft		
A006	As Required	COR and NOSSA Task Manager	COR
A007	As Required	COR and NOSSA Task Manager	NOSSA Task Manager
A008	As Required	COR and NOSSA Task Manager	NOSSA Task Manager
A009	As Required	COR and NOSSA Task Manager	NOSSA Task Manager

7.1. Deliverable Detail

Copies of the deliverables outlined above, as well as any and all tangible materials and records of actions taken/support provided by the Contractor to the Navy in support of this task order, must be distributed as stated in the task order. Paper/electronic copies and quantity/medium/deadlines are to be determined by NOSSA representatives or the Contracting Officer's Representative (COR).

8.0 OTHER PERTINENT INFORMATION

8.1 Government Furnished Equipment, Manuals, and Information

The Government will furnish limited office supplies, computer equipment, and workspaces for on-site Contractor personnel who provide full-time/part-time support. Such equipment is considered to be incidental to working onsite in Government facilities.

The Contractor shall operate Government-provided computer equipment in accordance with DON NMCI.

Building passes for the location in which work will be performed and Common Access Cards (CAC) shall be provided to contractors who meet the security requirements.

Both the Contractor and the designated Contracting Officer's Representative (COR) will maintain accountability and inventory records.

8.2 Security Badges And On-Site Contractor Personnel

Contractor personnel providing on-site support are required to have and maintain a SECRET clearance.

For this task order this includes personnel performing under the Chemist, and GIS Analyst. If during the period of performance of this task order it is necessary for additional contractor personnel to be issued a Common Access Card (CAC) or tasking includes access to classified documents or technical support involving classified document reviews personnel shall be eligible for a SECRET clearance. The Contractor will be notified by Government personnel of security clearance requirements for other tasks/support as needed.

Security badges will be issued by the Government only to those contractor personnel who require access to NAVSEA, Naval Surface Warfare Center, Indian Head Division (NSWC IHD), Naval Support Activity South Potomac (NSASP) in connection with work to be performed under this task order. Approval for such issuance may only be granted by the Contracting Officer's Representative (COR) or Contracting Officer. As contained in the DON Homeland Security Presidential Directive-12 (HSPD-12) dated 22 December 2011 policy, a National Agency Check with Inquiries (NACI) investigation with a favorable fingerprint result are the basis for the issuance of a Common Access Card (CAC). However, the Commanding Officer is the final adjudicating official for CAC issuance and will be based on OPM Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12. The command, during the adjudication, has the flexibility to apply the supplemental credentialing standards delineated in OPM Final Credentialing Standards for Issuing Personal Identity Verification Cards, in addition to the six basic standards if information is developed during the credentialing process that may present an unacceptable risk to the life, safety, or health of employees, contractors, vendors or visitors.

The Contractor shall maintain a register of employees currently authorized access to NAVSEA, NSWC IHD, NSASP. This does not include badges temporarily authorized for contractor visitors to NAVSEA, NSWC IHD, NSASP. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the NSASP. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

8.3 Government Facilities Access

Access to Government facilities (primarily NOSSA buildings) by Contractor personnel will be prohibited on federal holidays, weekends, and other days/times when no government personnel are available on-site to oversee contractor support. There are no exceptions.

8.4 Operations Security (OPSEC) Requirements: There is no classified work being performed under this contract. Access to Government IT Systems is the sole purpose for this DD254. There is no security Classification Guides (SCGs) for this contract since there is no classified work being done on this contract.

Contractor personnel are subject to applicable provisions of Department of Defense Manual 5205.02-M, Enclosure 6 and NSWC IHEODTD 3070.3A OPSEC Program. Contractor personnel supporting this contract/task order must complete government approved or provided OPSEC awareness training. OPSEC education and training may be accomplished through established programs within the DOD Component, using external resources such as the Interagency OPSEC Support Staff (IOSS) and the Defense Security Service Academy, or a combination (i.e. <https://securityawareness.usalearning.gov/opsec/>). Contractor personnel may have access to government Critical Information (CI), Indicators and Observables that may indirectly disclose CI. CI includes, but is not limited to: Ship movements and schedules, weapons and sensor system installations, capabilities, and configurations; specific platform installations and characteristics, test schedules, deficiencies and vulnerabilities. Indicators and Observables may include, but are not limited to: Outdoors system testing; ship's external hull or superstructure modifications; shipboard equipment, ordnance, weapons, fuels, and/or stores loading/unloading operations, and/or personnel or aircraft embarkation. No CI, Indicators, or Observables may be divulged to third parties (including other company employees who are not subject to this contract) without approval of the local command Security Officer, OPSEC Officer, or the NSWC IHD OPSEC Program Manager.

8.5 Training

The Government may require seated contractors to participate in certain mandatory training requirements. The Contracting Officer's Representative (COR) will notify the contractor of mandatory training as requirements arise during the period of performance. It is the responsibility of the contractor to ensure these training requirements are met and properly reported to the COR.

Mandatory training may include, but is not limited to:

- Level I DoD Antiterrorism Awareness
- Combating Trafficking in Persons
- Counterintelligence Awareness
- Cyber Awareness Training
- Operations Security (OPSEC)
- Physical Security
- Privacy Act and Personally Identifiable Information (PII)

This training will be provided at no cost by the NSWC IHD site and will take place on-site during normal contract working hours without any additional compensation for the Contractor. This training does not relieve the Contractor of its responsibility to train its employees in such areas as environment, health, safety, security, sexual harassment, ethics, etc. to ensure compliance with all federal, state, and local laws and DOD regulations.

8.7 Travel

Extensive travel is expected to support this task order. The estimated travel requirements are as follows.

Requirement	Instances	# of Personnel	# of Days	Location
Site Support/Meetings /Training	8	2	1	Washington, DC area
Site Support/Meetings /Training	1	2	2	Norfolk, VA
Site Support/Meetings /Training	1	2	3	San Diego, CA
Site Support/Meetings /Training	2	2	3	U.S. Southeast Region
Training	2	1	5	McAlester, OK
Site Support/Meetings /Training	2	2	3	Washington, DC area
Site Support/Meetings /Training	1	2	3	San Antonio, TX
Site Support/Meetings /Training	1	2	3	Omaha, NE
Laboratory Observation for DoD ELAP	4	1	3	Multiple US Locations*
Site Support/Meetings /Training	4	1	6	Washington, DC area
Training Delivery	8	2	6	Multiple US Locations*
Site Support/Meetings /Training	1	1	7	Rota, Spain
Site Support/Meetings /Training	1	1	7	Japan
Training	1	1	5	Multiple US Locations*

The number of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be approved by the COR. Specific travel requirements shall be provided and shall be in accordance with Joint Federal Travel Regulations. Travel will be within the Continental United States (CONUS) and outside Continental United States (OCONUS.)

*Note: "Multiple US Locations" include: San Jose, CA, Savannah, GA, St. Louis, MO, Orange County, CA, Bremerton, WA, Patuxent River, MD, China Lake, CA, NSWC Crane, IN, NAS Pensacola, FL, NAS Fort Worth, TX, Allegany Ballistics Lab, WV, Norfolk, VA, McAlester, OK. However, the location may change over the course of the POP.

8.8 Security Requirements

The contractor will be required to have access to For Official Use Only Information (FOUO), Controlled Unclassified Information (CUI), Military Technology, and Export Control. Un-encrypted transmission of CUI/FOUO via the Internet is prohibited.

In performing this contract, the contractor will perform services only, have Operations Security (OPSEC) requirements, and access to government information systems.

9.0 PLACE OF PERFORMANCE

Services for the LQAO will typically be performed on Government facilities, specifically the LQAO offices located in Goose Creek, South

Carolina and Portsmouth, Virginia. Services for NOSSA N41, will typically be performed on the Government facility located in Indian Head, Maryland. Services for other tasks will typically be performed at Contractor facilities with approved visits to customers, as needed.

Government Facilities Addresses:

Naval Ordnance Safety & Security Activity NOSSA
3817 Strauss Avenue Bldg D323
Indian Head, MD 20640

Norfolk Navy Shipyard NNSY
Bldg 1500
Portsmouth, VA. 23709

Joint Base Charleston
NAVSEA Programs Field Office Bldg 301
1661 Redbank Road
Goose Creek, SC 29445

Contractor Facility Address:

Forge Forward, Inc.
2000 14th Street North, Suite 530
Arlington, VA 22201-2526

10.0 ACRONYMS

AA&E - Arms, Ammunition, and Explosives

ASPT - Automated Site Planning Tool

BSO - Budget Submitting Offices

CAC - Common Access Cards

CDRL - Contract Data Requirements List

CERCLA - Comprehensive Environmental Response, Compensation and Liability Act

CI - Critical Information

COR - Contracting Officer's Representative

CUI - Controlled Unclassified Information

CWA - Clean Water Act

DOD - Department of Defense

DON - Department of the Navy

DSOC - Defense Safety Oversight Council

DTTS - Defense Transportation Tracking System

EDQW - Environmental Data Quality Workgroup

ELAP - Environmental Laboratory Accreditation Program

ES - Navy Explosives Safety

ESCS - Explosives Safety Compliance System

FOSSOM - Fleet Ordnance Support and Safety Optimization Model

FOUO - For Official Use Only Information

GIS - Geographic Information System

HERO - Hazards of Electromagnetic Radiation to Ordnance

HSPD-12 - DON Homeland Security Presidential Directive-12

IAW - In Accordance With

IDQTF - Intergovernmental Data Quality Task Force

IM - Insensitive Munitions

IOSS - Interagency OPSEC Support Staff

IT - Information Technology

LQAO - Laboratory Quality and Accreditation Office

MARCORSYSCOM - Marine Corps Systems Command

NACI - National Agency Check with Inquiries

NAVSEA - Naval Sea Systems Command

NMCI - Navy Marine Corps Intranet

NOSSA - Naval Ordnance Safety and Security Activity

NRWS - Naval Restricted Website

NSASP - Naval Support Activity South Potomac

NSF - Naval Support Facility

NSWC IHD - Naval Surface Warfare Center Indian Head Division

NSWC IHD - Naval Surface Warfare Center, Indian Head Division

OPNAV - Office of the Chief of Naval Operations

OPSEC - Operations Security Requirements

PAACs - Program Area Assessment Charts

POM - Program Objective Memorandum

RCRA - Resource Conservation and Recovery Act

SDWA - Safe Drinking Water Act

TNI - The NELAC Institute

TO - Task Order

TRI-DDS - Toxic Release Inventory Data Delivery System

VPP - Voluntary Protection Program

WebESS - Web Explosives Safety Submission

WebSAR - Web Site Approval Requests

WSESRB - Weapons System Explosives Safety Review Board

CLAUSES INCORPORATED BY FULL TEXT

C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)

- (a) Department means the Department of the Navy.
- (b) Commander, Naval Sea Systems Command means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.
- (c) References to The Federal Acquisition Regulation (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (d) National Stock Numbers Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.
- (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

- (a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.
- (b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:
- (1) The support contractor not disclose any information;
- (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
- (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal **NOSSA Analytical, Technical and Management Support** dated **25 May 2022** in response to Solicitation No. **N0017422R3010**.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

Anthony Brown - anthony.w.brown.civ@us.navy.mil

Crystal Keys - georgette.c.keys.civ@us.navy.mil

(End of text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001-A009 attached hereto.

(End of text)

C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

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

(End of text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to

be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an attachment in Section J.

(End of text)

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

eCRAFT LABOR CATEGORY CROSSWALK

The Contractor shall utilize the below Labor Categories as part of the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) report submittal in accordance with the Performance Work Statement. This table identifies the Task Order Labor Category, as well as, the corresponding eCRAFT Labor Category for reporting purposes.

Contract Labor Category	eCRAFT Labor Category
Program Manager*	Manager Program/ Project III
Sr. Systems Analyst*	Engineer Systems III
Sr. Analyst	Analyst Management III
Sr. Analyst	Analyst Management III
Software Application Engineer	System Administrator II
Sr. Software Application	System Administrator III
Project Manager	Manager Program/ Project II
Program Manager	Analyst Management III
Chemist*	Chemist II
GIS Analyst	Cartographic Technician
Functional Analyst	Analyst Management II
Sr. Systems Engineer	Engineer Systems III

* denotes KEY PERSONNEL

(End of text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of text)

C-242-H002 POST AWARD MEETNG (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within 14 days after award of the task order. The meeting will be held at the address below:

Location/Address: via TEAMS teleconference

(b) The contractor will be given 7 working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the task order.

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

(1) Impact on subcontracting goals,

(2) Impact on providing support at the contracted value,

(3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort-e fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(End of text)

Section D - Packaging and Marking

NOTE: APPLICABLE TO ALL ITEMS

There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below.

CLAUSES INCORPORATED IN FULL TEXT

D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

(End of Text)

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

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

1. Name and business address of the Contractor
2. Contract number
3. Sponsor: **Jamea Peterson, COR**
(Name of Individual Sponsor)

NOSSA

(Name of Requiring Activity)

Indian Head, MD

(City and State)

(End of Text)

Section E - Inspection and Acceptance

NOTE: Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR).

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection Of Services Cost-Reimbursement (APR 1984)

CLAUSES INCORPORATED IN FULL TEXT

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

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

(End of Text)

E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018)

Item(s) CLINs 2000, 2100, 2200, 6000, and 6100 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

NOTE: INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED IN FULL TEXT

F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

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

(End of Text)

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

2000	08/01/2022 - 07/31/2023
2001	08/01/2022 - 07/31/2023
2002	08/01/2022 - 07/31/2023
2003	08/01/2022 - 07/31/2023
3000	08/01/2022 - 07/31/2023
3001	08/01/2022 - 07/31/2023
3002	08/01/2022 - 07/31/2023

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

2100	08/01/2023 - 07/31/2024
2200	08/01/2024 - 07/31/2025
3100	08/01/2023 - 07/31/2024
3200	08/01/2024 - 07/31/2025
6000	08/01/2025 - 07/31/2026
6100	08/01/2026 - 07/31/2027
7000	08/01/2025 - 07/31/2026
7100	08/01/2026 - 07/31/2027

Section G - Contract Administration Data

CLAUSES INCORPORATED IN FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

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

(End of clause)

252.232-7006 Wide Area Work Flow Payment Instructions. (DEC 2018)

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.

“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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

b. Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.gov>; and
2. Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

d. WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

1. Document type. The Contractor shall submit payment requests using the following document type(s):

i. For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

ii. For fixed price line items—

A. That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

B. For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

COST VOUCHER

iii. For customary progress payments based on costs incurred, submit a progress payment request.

iv. For performance based payments, submit a performance based payment request.

v. For commercial item financing, submit a commercial item financing request.

2. Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

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	N00174
ADMIN DODAAC**	S2404A
Inspect By DODAAC	N/A
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DODAAC)	HAA722
Service Acceptor (DODAAC)	N00174
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA722
Other DoDAAC(s)	N/A

4. Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

5. Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

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: tammy.l.winters6.civ@us.navy.mil

Send additional notifications to: jamea.p.peterson.civ@us.navy.mil

For invoicing questions: tammy.l.winters6.civ@us.navy.mil and NAVSEA.NSWC.IHEODTDVendorPay@navy.mil

2. Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of Text)

G-232-H001 ALLOTMENT OF FUNDS (NAVSEA) (OCT 2018)

(a) This contract is incrementally funded with respect to both cost and fee. The table below sets out:

- (1) The CLINs/SLINs covered by the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22);
- (2) The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs;
- (3) The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee" (FAR 52.216-10); and;
- (4) The period of performance for which it is estimated the allotted amount(s) will cover:

CLINs/SLINs	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE FOR ALLOTMENT
Refer to Sections B, F, and G of this order for periods of performance specific to funds allotted.			

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) Performance under CLINs/SLINs which are fully funded is subject to the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20).

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

(End of Text)

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

2018)

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

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation
52.212-4 (Alt I), Contract Terms and Conditions — Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	N/A	N/A	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	N/A	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	N/A	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	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.
52.232-16, Progress Payments	Progress Payment*	N/A	N/A	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*	N/A	N/A	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*	N/A	N/A	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*	N/A	N/A	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

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

Item Type*

Service CR

*CR – Cost-Reimbursement

FP – Fixed Price

(End of Text)

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

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

b. Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File

Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of Text)

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

a. The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

b. The contracting officer is the only person authorized to change this contract or orders issued thereunder. 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 or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

c. The points of contact are as follows:

- The Procuring Contracting Officer (PCO) is:

Name: Ms. Jamie L. Brown

Address: 4081 N. Jackson Road, Bldg. 841, Indian Head, MD 20640

[E-mail: jamie.l.brown1.civ@us.navy.mil](mailto:jamie.l.brown1.civ@us.navy.mil)

- The Administering Contract Officer (ACO) is:

Name: DCMA Manassas

Address: 14501 GEORGE CARTER WAY, CHANTILLY, VA 20151

Phone: 571-521-1600

[E-mail: DCMA.LEE.HQ.LIST.S2404A-CASD@MAIL.MIL](mailto:DCMA.LEE.HQ.LIST.S2404A-CASD@MAIL.MIL)

d. The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

e. The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

- The Ombudsman is:

Name: Jennifer Barnidge

Address: 4158 W. Patton Road Indian Head, MD 20640

Phone: (301) 744- 6638; Fax: (301) 744-6620

[Email: jennifer.n.barnidge.civ@us.navy.mil](mailto:jennifer.n.barnidge.civ@us.navy.mil)

f. The Contractor's point of contact for performance under this contract is:

(End of Text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific

instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link:

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

(End of text)

G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018)

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be

retained by the PCO:

Please refer to Section J Attachments, Contract Administration Plan, CDRLs, and DD254.

(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:

Please refer to Section J Attachments, Contract Administration Plan, CDRLs, and DD254.

(End of Text)

Accounting Data

CLIN/SLIN	PR Number	Amount
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N0017422F3007

2001	130100960700010	
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LLA :

AA 1721804 8B2B 251 68963 0 050120 2D 000000 A00006797558

Standard Document #:

2002	130100960800010	
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LLA :

AB 1721804 8B2B 251 68963 0 050120 2D 000000 A00006797559

Standard Document #:

2003	130100956000010	
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LLA :

AC 1721804 8B2B 251 68963 0 050120 2D 000000 A00006797455

Standard Document #:

3001	130100960700010	
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LLA :

AA 1721804 8B2B 251 68963 0 050120 2D 000000 A00006797558

Accounting Data

Standard Document #:

3002 130100960800010

LLA :

AB 1721804 8B2B 251 68963 0 050120 2D 000000 A00006797559

Standard Document #:

BASE Funding:

Cumulative Funding:

Section H - Special Contract Requirements

SOFA CONTRACT REQUIREMENTS

CONTRACTS TO BE PERFORMED IN JAPAN

The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States armed forces in Japan. Unless a contractor is present in Japan solely to perform under a contract with the United States for the sole benefit of the United States armed forces in Japan and is accorded privileges under SOFA Article XIV, it and its employees shall be subject to all the laws and regulations of Japan, including the US-Japan SOFA. Certain contractor employees and their dependents not accorded privileges under SOFA Article XIV may be accorded status under SOFA Article I(b) with potential eligibility for logistic support. Dependents of contractors or of contractor employees who receive SOFA Article XIV status do not receive SOFA status under SOFA Article XIV or SOFA Article I(b) based on their status as dependents. The Contractor shall comply with the instruction of the Contracting Officer concerning the entry of its employees, equipment, and supplies into Japan, and shall comply with all applicable Japanese laws and regulations as well United States Forces, Japan (USFJ) and USFJ component policies and regulations during the performance of this contract.

SOFA ARTICLE XIV STATUS

(a) Awardee may apply for Article XIV status under the United States - Japan Status of Forces Agreement (SOFA). Offers shall be prepared based on the assumption that SOFA Article XIV status will be granted by Government in consultation with the Government of Japan. If the Government determines that Awardee does not qualify for SOFA Article XIV status or that SOFA Article XIV status is otherwise inappropriate, an equitable adjustment shall be made to the cost/price and other appropriate terms of the contract. Persons, including corporations organized under the laws of the United States, and their employees who are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces may acquire privileged status under SOFA Article XIV. Such contractors and contractor employees are eligible for agency privileges and benefits under the SOFA but otherwise remain subject to the laws and regulations of Japan. Neither SOFA Article XIV nor SOFA Article I(b) status and privileges extend to dependents of SOFA Article XIV contractors or contractor employees.

(b) Procedures.

(1) Formal application for SOFA Article XIV status shall be made to HQ USFJ only after the contract has been awarded and the contractor's place of operation in Japan has been determined.

(2) A contractor seeking SOFA Article XIV status for itself and its employees

shall submit the following to the Contracting Officer as part of its offer:

(i) Proof that the contractor is a person ordinarily resident in the United States or a corporation organized under the laws of the United States and that its presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces; and

() Proof that the contractor's employees are persons ordinarily resident in the United States and that their presence in Japan is solely for the purpose of performing work under contracts with the United States for the benefit of the United States armed forces.

(3) The Contracting Officer shall make the initial determination whether the contractor qualifies for SOFA Article XIV status. Upon a determination of qualification, the Contracting Officer shall forward a request for designation through component channels to Commander, United States Forces, Japan, ATTN: USFJ/J5, Unit 5068, APO AP 96328. The request shall include the items requested in subparagraph (b)(2), a full explanation of the necessity of using a United States contractor, and relevant documentation. See USFJ Instruction 64-102 for further details.

(4) HQ USFJ shall make the final determination on the contractor's SOFA Article XIV status upon consultation with the Government of Japan.

(5) Upon receipt of HQ USFJ approval, the Contracting Officer shall issue Letters of Identification indicating SOFA Article XIV status has been granted to the contractor and contractor employees.

(6) Once a contractor has been designated under SOFA Article XIV, it is not necessary that it be re-designated if a follow-on contract is awarded to that contractor; provided the new contract does not involve a material change from the work under which the SOFA Article XIV designation was originally granted and there is no significant delay between completion of the existing contract and initiation of performance under the follow-on contract.

(c) SOFA Article XIV privileges and benefits. In accordance with SOFA Article XIV, paragraphs 3 through 8, upon certification by appropriate United States authorities as to their identity, such persons and their employees shall be accorded the following benefits of the SOFA. Note: Privileges and benefits afforded under SOFA Article XIV do not extend to dependents/family members.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Exemption from customs duties and other such charges on furniture and household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraph 3;

(4) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(5) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(6) The use of postal facilities as provided for in SOFA Article XXI;

(7) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment except that such exemption shall not apply to the employment of local nationals in Japan;

(8) Exemption from taxes and similar charges of Japan on depreciable assets except houses, held, used, or transferred for the execution of contracts referenced in subparagraph (a);

(9) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan. No exemption from taxes payable for the use of roads by private vehicles is provided under SOFA Article XIV;

(0) Exemption from income or corporation taxes of the Government of Japan or any other taxing agency in Japan on any income derived under a contract made in the United States with the Government of the United States in connection with the construction, maintenance or operation of any of the facilities or area covered by the SOFA. The provisions of this paragraph do not exempt such persons from payment of income or corporation taxes on income derived from Japanese sources;

(1) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

SOFA ARTICLE I(b) STATUS

(a) SOFA Article I(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. Note SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the corporation employing the individual).

To qualify for SOFA status under SOFA Article I(b), such individuals must be: (1) United States nationals, (2) not ordinarily resident in Japan (or if ordinarily resident in Japan, receive permission from the GOJ to change status following the procedures set out in USFJI 36-2611, Changes of Status by Person in Japan to One of the Categories Authorized by the Status of Forces Agreement), (3) present in Japan at the invitation of the United States, and solely for the purpose of executing contracts for the benefit of the United States armed forces (including Foreign Military Sales contracts), and, (4) not contractors, employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV.

(b) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I(b) privileges and benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all contractor personnel and accompanying dependents eligible for SOFA Article I(b) status to the Contracting Officer.

(c) SOFA Article 1(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and to not inure to the employer.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

(4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;

(5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;

(6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The

provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;

(7) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(8) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(9) The use of postal facilities as provided for in SOFA Article XXI;

(2) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(3) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

LOGISTIC SUPPORT

Contractor (if awarded Article XIV status), contractor personnel, and in the case of contractor personnel granted SOFA Article I(b) status, dependents, shall, subject to availability as determined by the installation commander or designee, be provided logistic support including, but not limited to, the items below [indicate appropriate support based upon coordination with installation commander or designee].

(a) Navy, Base or Post Exchange, exchange service stations, theaters, and commissary (Article I(b) personnel/dependents and Article XIV personnel only);

(b) Laundry and dry cleaning;

(c) Military banking facilities (Article I(b) personnel/dependents and Article XIV personnel only);

(d) Transient billeting facilities;

(e) Open mess (club) membership, as determined by each respective club (Article I(b) personnel/dependents and Article XIV personnel only);

(f) Casualty assistance (mortuary services) on a reimbursable basis;

(g) Routine medical care on a reimbursable basis for U.S. citizens and

emergency medical care on a reimbursable basis for non-U.S. citizens;

(h) Dental care, limited to relief of emergencies on a reimbursable basis;

(i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;

(j) Postal support, as authorized by military postal regulations (Article I(b) personnel/dependents and Article XIV personnel only);

(k) Local recreation services on a space-available basis;

(l) Issuance of U.S. Forces, Japan Operator's Permit (Article I(b) personnel/dependents and Article XIV personnel only);

(m) Issuance of vehicle license plates (Article I(b) personnel/dependents and Article XIV personnel only).

CLAUSES INCORPORATED IN FULL TEXT

H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

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

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

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

d. The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government:

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

2. Any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

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

FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

o. Compliance with this requirement is a material requirement of this contract.

(End of Text)

H-216-H001 LEVEL OF EFFORT - BASIC (OCT 2018)

(a) The total level of effort for the performance of this contract is specified in Section B and includes prime and subcontractor direct labor (for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort).

(b) Of the total man-hours of direct labor set forth in Section B, it is estimated that **zero (0)** man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified in Section B shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (l) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **416.15** hours per week for the base year, option year I, option year II, option year III, and option year IV. It is understood and agreed that the rate of man-hours per week may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraphs.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified in Section B would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required; the probable benefits which would result; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee. The offer shall acknowledge that the additional man-hours proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of a signed contract modification by the Contracting Officer.

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

(g) If the total level of effort specified in Section B is not provided by the Contractor during the period of this contract, at the Contracting Officer's sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20), require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in Section B shall have been expended, at no increase in the fee of this contract.

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period that separately identifies compensated and uncompensated hours; (2) a breakdown of this compensated total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Additionally, in the case of a cost underrun; the Contractor shall submit (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds; or, in the case of an underrun in hours, (6) the number of hours not performed against the specified total level of effort, and (7) a calculation of the appropriate fee reduction in accordance with this text. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may, at the discretion of the Contracting Officer, furnish man hours up to five percent in excess of the total man hours specified in Section B, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Definitions JUN 2020
52.203-3 Gratuities APR 1984
52.203-5 Covenant Against Contingent Fees MAY 2014
52.203-6 Restrictions On Subcontractor Sales To The Government JUN 2020
52.203-7 Anti-Kickback Procedures JUN 2020

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity MAY 2014
52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity MAY 2014
52.203-12 Limitation On Payments To Influence Certain Federal Transactions JUN 2020
52.203-13 Contractor Code of Business Ethics and Conduct JUN 2020
52.204-2 Security Requirements MAR 2021
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper MAY 2011
52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards JUN 2020
52.204-13 System for Award Management Maintenance OCT 2018
52.204-21 Basic Safeguarding of Covered Contractor Information System JUN 2016
52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. JUL 2018
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. AUG 2020
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment JUN 2020
52.209-10 Prohibition on Contracting With Inverted Domestic Corporations NOV 2015
52.211-15 Defense Priority And Allocation Requirements APR 2008
52.215-8 Order of Precedence--Uniform Contract Format OCT 1997
52.215-23 Limitations on Pass-Through Charges JUN 2020
52.216-7 Allowable Cost And Payment AUG 2018
52.216-8 Fixed Fee JUN 2011
52.219-6 Notice of a Total Small Business Set-Aside SEP 2021
52.219-8 Utilization of Small Business Concerns OCT 2018
52.219-14 Limitations on Subcontracting (DEVIATION 2021-O0008) SEP 2021
52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
52.222-3 Convict Labor JUN 2003
52.222-19 Child Labor -- Cooperation with Authorities and Remedies AUG 2020
52.222-21 Prohibition Of Segregated Facilities APR 2015
52.222-26 Equal Opportunity SEP 2016
52.222-26 Alt I Equal Opportunity (SEPT 2016) - Alternate I FEB 1999
52.222-37 Employment Reports on Veterans JUN 2020
52.222-40 Notification of Employee Rights Under the National Labor Relations Act
52.222-50 Combating Trafficking in Persons OCT 2020
52.222-54 Employment Eligibility Verification OCT 2015
52.223-5 Pollution Prevention and Right-to-Know Information MAY 2011
52.223-6 Drug-Free Workplace MAY 2001
52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving JUN 2020
52.225-13 Restrictions on Certain Foreign Purchases JUN 2008
52.227-1 Authorization and Consent JUN 2020
52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement JUN 2020
52.227-14 Rights in Data – General MAY 2014
52.228-7 Insurance--Liability To Third Persons MAR 1996
52.232-17 Interest MAY 2014
52.232-20 Limitation Of Cost APR 1984
52.232-22 Limitation Of Funds APR 1984

52.232-23 Assignment Of Claims MAY 2014
52.232-25 Prompt Payment JAN 2017
52.232-25 Alt I Prompt Payment (Jan 2017) Alternate I FEB 2002
52.232-33 Payment by Electronic Funds Transfer--System for Award Management OCT 2018
52.232-39 Unenforceability of Unauthorized Obligations JUN 2013
52.232-40 Providing Accelerated Payments to Small Business Subcontractors DEC 2013
52.233-1 Disputes MAY 2014
52.233-1 Alt I Disputes (May 2014) - Alternate I DEC 1991
52.233-3 Alt I Protest After Award (Aug 1996) - Alternate I JUN 1985
52.233-4 Applicable Law for Breach of Contract Claim OCT 2004
52.237-2 Protection Of Government Buildings, Equipment, And Vegetation APR 1984
52.237-10 Identification of Uncompensated Overtime MAR 2015
52.242-1 Notice of Intent to Disallow Costs APR 1984
52.242-3 Penalties for Unallowable Costs SEP 2021
52.242-13 Bankruptcy JUL 1995
52.244-2 Subcontracts JUN 2020
52.244-5 Competition In Subcontracting DEC 1996
52.244-6 Subcontracts for Commercial Items JUL 2021
52.245-1 Government Property SEP 2021
52.245-9 Use And Charges APR 2012
52.246-25 Limitation Of Liability--Services FEB 1997
52.248-1 Value Engineering JUN 2020
52.249-6 Termination (Cost Reimbursement) MAY 2004
252.201-7000 Contracting Officer's Representative DEC 1991
252.203-7000 Requirements Relating to Compensation of Former DoD Officials SEP 2011
252.203-7001 Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies DEC 2008
252.203-7002 Requirement to Inform Employees of Whistleblower Rights SEP 2013
252.203-7003 Agency Office of the Inspector General AUG 2019
252.203-7004 Display of Hotline Posters AUG 2019
252.204-7003 Control Of Government Personnel Work Product APR 1992
252.204-7004 Antiterrorism Awareness Training for Contractors. FEB 2019
252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information OCT 2016
252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)
252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support MAY 2016
252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services DEC 2019
252.204-7020 NIST SP 800-171 DoD Assessment Requirements NOV 2020
252.209-7004 Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism
252.211-7007 Reporting of Government-Furnished Property AUG 2012
252.215-7008 Only One Offer JUL 2019
252.223-7004 Drug Free Work Force
252.223-7006 Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252.225-7012 Preference For Certain Domestic Commodities DEC 2017
252.225-7028 Exclusionary Policies and Practices of Foreign Governments APR 2003
252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns APR 2019
252.232-7003 Electronic Submission of Payment Requests and Receiving Reports DEC 2018
252.232-7004 DoD Progress Payment Rates (Deviation 2020-O0010) MAR 2020
252.232-7010 Levies on Contract Payments DEC 2006
252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel
252.243-7002 Requests for Equitable Adjustment DEC 2012
252.244-7000 Subcontracts for Commercial Items OCT 2020
252.244-7001 Contractor Purchasing System Administration MAY 2014
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property APR 2012
252.245-7002 Reporting Loss of Government Property DEC 2017
252.245-7003 Contractor Property Management System Administration APR 2012
252.245-7004 Reporting, Reutilization, and Disposal DEC 2017

252.247-7023 Transportation of Supplies by Sea FEB 2019**CLAUSES INCORPORATED BY FULL TEXT****52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

() Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(i) Verify and control/limit connections to and use of external information systems.

(ii) Control information posted or processed on publicly accessible information systems.

(iii) Identify information system users, processes acting on behalf of users, or devices.

(iv) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(v) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(vi) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(vii) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(viii) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.204-22 Alternative Line Item Proposal JAN 2017

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **365 days of contract award or exercise of previous option**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **365 days of contract award of exercise of previous option**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5**

years.(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- FAR: <https://www.acquisition.gov/browsefar>
- DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation Supplement** (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

Section J - List of Attachments

The following documents and other attachments form a part of this Task Order:

Exhibits

Exhibit A - Contract Data Requirements List (CDRLs)

Attachments

Attachment 1: Department of Defense Contract Security Specification (DD 254)

Attachment 2: Quality Assurance Surveillance Plan (QASP)

Attachment 3: Key Personnel Qualifications

Attachment 4: Contract Administration Plan

Attachment 5: Schedule of Government Furnished Property

Attachment 6: Wage Determination

Attachment Number	File Name	Description
01	Attachment 1 - DD254 Signed 7-28-2022.pdf	Attachment 1 - DD254
02	Attachment 2 - QASP.doc	Attachment 2 - QASP
03	Attachment 3 - Key Personnel Labor Quals.docx	Attachment 3 - Key Personnel Labor Qualifications
04	Attachment 4 - CAP.doc	Attachment 4 - Contract Admin Plan
05	Attachment 5 - GFP.xlsx	Attachment 5 - Schedule of GFP
06	Attachment 6 - Wage Determination 2015-4281 Rev. 24.pdf	Attachment 6 - Wage Determination
A001	A001 FORM 1423-1 signed.pdf	CDRL A001 - DRAFT
A002	A002 FORM 1423-1 signed.pdf	CDRL A002 - DRAFT
A003	A003 FORM 1423-1 signed.pdf	CDRL A003 - DRAFT
A004	A004 FORM 1423-1 signed.pdf	CDRL A004 - DRAFT
A005	A005 FORM 1423-1 signed.pdf	CDRL A005 - DRAFT
A006	A006 FORM 1423-1 signed.pdf	CDRL A006 - DRAFT
A007	A007 FORM 1423-1 signed.pdf	CDRL A007 - DRAFT
A008	A008 FORM 1423-1 signed.pdf	CDRL A008 - DRAFT

Attachment Number	File Name	Description
A009	A009 FORM 1423-1 signed.pdf	CDRL A009 - DRAFT