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<td>2.</td>
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<td>8.</td>
<td>NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) McKean Defense Group, LLC, 1 Crescent Drive, Suite 400, Philadelphia PA 19112-1015</td>
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<tr>
<td>9A.</td>
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<tr>
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<td>DATED (SEE ITEM 11)</td>
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<tr>
<td>10A.</td>
<td>MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4078-EHQ4</td>
</tr>
<tr>
<td>10B.</td>
<td>DATED (SEE ITEM 13) 29-Sep-2014</td>
</tr>
<tr>
<td>11.</td>
<td>THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</td>
</tr>
<tr>
<td>12.</td>
<td>ACCOUNTING AND APPROPRIATION DATA (If required)</td>
</tr>
<tr>
<td>13.</td>
<td>THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td>
</tr>
<tr>
<td>14.</td>
<td>DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) SEE PAGE 2</td>
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<tr>
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<td>(No., street, county, State, and Zip Code)</td>
<td>McKean Defense Group, LLC, 1 Crescent Drive, Suite 400, Philadelphia PA 19112-1015</td>
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<tr>
<td>(Signature of person authorized to sign)</td>
<td>(Signature of Contracting Officer)</td>
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</tbody>
</table>
GENERAL INFORMATION

1. The purpose of this modification is to add the addition of the Alternate Contracting Officer Representative (ACOR) to the task order. [REDACTED] has been added as the ACOR to this task order. As a result the following changes were made:

   a. Reference Section c Statement of Work Paragraph 5.1 updated to reflect the addition of [REDACTED] as ACOR.

   b. Reference Section G Contract Administration Data updated to reflect the addition of [REDACTED] as the ACOR.

The Line of Accounting information is hereby changed as follows:

[REDACTED]

All other terms and conditions remain the same.

A conformed copy of this Task Order is attached to this modification for informational purposes only.
## SECTION B SUPPLIES OR SERVICES AND PRICES

**CLIN - SUPPLIES OR SERVICES**

For Cost Type Items:

<table>
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<th>Item</th>
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<th>Unit</th>
<th>Est. Cost</th>
<th>Fixed Fee</th>
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**CONTRACT NO.**
N00178-04-D-4078

**DELIVERY ORDER NO.**
N00178-04-D-4078-EHQ4

**AMENDMENT/MODIFICATION NO.**
22

**PAGE**
1 of 40

**FINAL**
SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

Propulsion and Power Transmission Systems - Engineering, Technical, Administrative, Financial and Logistics support for in-service, new acquisition ship and submarine systems.

1.0 BACKGROUND

The Naval Surface Warfare Center, Carderock Divisions (NSWCCD) Code 932 is the In Service Engineering Agent (ISEA) for surface ship and submarine power transmission systems and equipment. The purpose of this task order is to provide engineering, technical, logistics and program management services to perform the functions for Navy, Army, Military Sealift Command (MSC), United States Coast Guard (USCG) and Foreign Military Sales (FMS) surface ships, submarines, and assault craft. Functions include engineering, technical and logistics support for in-service ship systems and equipment, refurbishment and testing of power transmission equipment, program management, programmatic, engineering, and implementation coordination support for equipment upgrades and ship modernization initiatives, and Direct Fleet Support for afloat units at the waterfront.

2.0 SCOPE

The contractor shall provide Propulsion and Power Transmission Systems Engineering, Technical, Administrative, Financial and Logistics support for in-service, new acquisition ship and submarine systems support for NSWCCD Machinery Research and Engineering Department (Code 90) and the Propulsion and Power Systems Division (Code 93) in support of surface Ships and Submarines, Engineering Test Facilities and Division 93 customers.

Work will include, but not be limited to the engineering, technical and administrative support services listed below. This support shall be provided in Philadelphia, PA, and ports on the East Coast, West Coast and Outside the Continental United States (OCONUS).

2.1 ENGINEERING SUPPORT

2.1.1 Provide engineering and technical support in identification and remediation of faults and material condition discrepancies to ensure that power transmission systems and associated
2.1.2 Provide shipboard and waterfront power transmission support, to include Participation in shipboard assessments, grooms, troubleshooting and repair of power transmission related equipment.

2.1.3 Provide engineering support for new acquisition programs including review of performance specifications, requirements, component drawings, and installation drawings.

2.1.4 Provide design, installation and testing support of power transmission systems including propellers, shafting, rudders, controllable pitch propeller systems and main reduction gear equipment including clutches, couplings, bearings and seals.

2.1.5 Engineering drafting and 3D modeling support for installation and analysis efforts.

2.1.6 Develop detailed test procedures to ensure proper installation and configuration of power transmission equipment repairs and upgrades.

2.1.7 Conduct drawing reviews to determine as-built configurations and analyses in order to determine if system/equipment upgrades are required and if proposed upgrades are feasible.

2.1.8 On-site fleet waterfront and distance support supporting shipboard equipment upgrades CONUS and OCONUS including planning, scheduling, staging, and coordination of shipboard equipment upgrades.

2.1.9 Review performance specifications, requirements, component drawings, and installation drawings.

2.1.10 Reviews of Contract Data Requirements Lists (CDRL's), formulation of responses for Requests for Clarification, Interpretation or Assistance (RCIA's), Justifications for Technical Determination (JTD's), and Proposed Changes (PC's) and coordination of responses through the Navy Technical Authority (NTA) for all ship design issues.
2.1.11 Support for testing of equipment, by developing, updating and reviewing test procedures, witnessing tests, and writing and reviewing test reports and waiver/deviation documentation.

2.1.12 Provide support for testing analysis including database development, trend analysis, engineering calculation support, failure analysis, and vibration analysis of power transmission components.

2.1.13 Support modeling efforts for testing of power transmission components.

2.1.14 Support NSWCCD-SSES and SEA 05 to prepare a sparing study for estimating sparing requirements for 2S Cog equipment. This study will include research and development of a unique sparing equation, research of similar industry sparing methods, preparation of a final report, and drafting of a new Navy instruction for 2S Cog sparing procedures.

2.1.15 Support development, review and update of Class Maintenance Plans (CMP)

2.1.16 Provide engineering and administrative support for Propulsion and Power transmission systems program reviews, technical meetings and Navy Owner’s group meetings. Support shall include but not limited to, preparation of agendas, announcement messages, status reports, presentations and Propulsion and power Transmission correspondence.

2.1.17 In support of On-site fleet waterfront and distance support the contractor shall provide materials and supplies incidental to the required services. Any materials required which are not incidental to the required services shall be reported by the contractor to the procuring contracting officer to be provided to the effort as government furnished material. Specific details of the required services and resultant incidental material will be provided by the Contractor Officer Representative (COR) via Technical Instruction (TI) letters.

2.2 TRAINING AND LOGISTICS SUPPORT

2.2.1 Provide engineering and technical support for the development of power transmission equipment training shipboard and classroom courses.
2.2.2 Development of training materials to support power transmission equipment familiarization and operation training.

2.2.3 Provide fleet training support including shipboard, shore side, and distance support.

2.2.4 Develop Interim Logistics Support Packages (ILSPs) in interactive electronic and hard copy format to provide necessary interim logistics and technical support information for shipboard systems and equipment, in support of SSES AIT related work and in concert with established Code 93 and 94 requirements. ILSPs may include but not limited to any of the following:

2.2.4.1 Marked up technical manual pages and associated drawings & troubleshooting charts.

2.2.4.2 Electronically marked up EOSS/EOCC diagrams & procedures;

2.2.4.3 Updates to MIPs & MRCs.

2.2.4.4 Updates to APLs and associated supply system documents. This will include efforts to prepare, organize and develop CDMD-OA work files in support of machinery alterations.

2.2.5 Provide engineering and technical inputs for preparation of Maintenance Standards, PMS, Technical Manual and document revisions, ICMP revisions, and Naval Messages.

2.2.6 Support procurement and appropriate storage and staging of all incidental equipment and supplies or associated special purpose tools and test equipment unless specifically included as Government Furnished Material (GFM).

2.2.7 Integrated Logistics Support (ILS) development and certification packages for Ship Change Documents (SCD) in accordance with the associated drawings and instructions, including verification of alteration completion and update of Navy Data Environment (NDE).

2.2.8 Material specification information and logistics update to current Authorized Equipment Listings (AELs).
2.2.9 Document, manage and ensure revision to ILS technical and supply support documentation as identified during ship checks and other system verifications.

2.2.10 Overall material management processing from design concept, drawing development, installation and testing including inventory control, receipt, staging, kitting and post installation material disposition.

2.3 PROGRAMMATIC SUPPORT

2.3.1 Preparation and oversight of customized financial reports, spreadsheets, labor burn rates and metrics including graphics for ship programs.

2.3.2 Generate financial reports for the purpose of weekly management and quarterly audit review.

2.3.3 Preparation of formal technical presentations and technical documentation including graphic design support.

2.3.4 Supporting meetings, conferences and training activities including, but not limited to, organizing meetings, developing materials, participating on sub teams and training and completing action items. The Contractor shall generate and distribute meeting agendas, publish minutes and follow up on action items.

2.3.5 Assist with the development and tracking of Plan of Action and Milestones (POA&Ms) and resource allocation plans for related installations, programs and projects. This may include strategic planning and analysis of requirements to assist in developing a fully Integrated Master Schedule (IMS). This IMS will result in the creation of yearly budget figures to support planning, analysis of Material versus Labor costs, Program Schedule and Cost Risk Analysis.

2.3.6 Development and assistance with the improvement of processes in support of programs including development of Risk Management Plans, requirements management, design, Test and Integration Plans, hardware testing, Configuration Management Plans, Material Plans and schedules.
2.3.7 Support material procurement process for installations by obtaining quotes from commercial companies in accordance with ship drawings and existing contractual policies and procedures.

3.0 LOCALITY REQUIREMENTS:

3.1 To ensure support is available as required: The contractor must be in the Region/Zone of the Philadelphia Naval Business Center and not require more than local travel orders for the Program representatives to visit the Contractor’s facility. The contractor’s facility must have adequate capabilities (floor space, high speed data connectivity, computers, telephones, conference room(s) and printers) to fully support the SOW. At least [ ] of the work under this task is to be performed on-site at the local Philadelphia NSWCCD-SSES office.

4.0 PERSONNEL QUALIFICATIONS

4.1 General

4.1.1 The contractor shall be responsible for the employment of trained and technically qualified personnel to perform the technical efforts described herein. In addition, the contractor is responsible for organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements and those set forth in the task order.

4.1.2 The Government reserves the right, during the life of this contract, to request work histories on any contractor employees for the purposes of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this contract shall meet the experience, educational and other background requirements set forth herein, and be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable and professional manner.

4.1.3 If the contracting officer questions the qualifications or competence of any person performing under the contract, the burden shall be on the contractor to confirm that the person
in question is qualified as prescribed herein.

4.2 Required Personnel

4.2.1 The following personnel may be required in the performance of any technical instruction issued under this contract. Persons filling these positions must meet the educational and experience requirements.

Key Personnel – The following represents the Government’s target education and technical experience for the Key Personnel (* denotes key personnel) labor categories required to support the Statement of Work tasking. The target specialized experience included as part of the desired qualification should have been obtained in the fields of endeavor indicated by the applicable labor categories listed below, and may have been gained concurrently unless otherwise specified. Resumes will be submitted for each category in the quantities indicated in parenthesis by the key category description. In addition, the contractor is responsible for employing those personnel proposed under the "Key Personnel" categories identified under this Task Order. Any substitution/addition of personnel under those identified as Key Personnel shall be subject to the Substitution of Key Personnel Clause identified under the Basic Seaport Contract of this Task Order.

4.2.2 Program Manager *(1 Resume)

Target Education:

-Bachelor’s degree in Business (or relevant related field of study) from an accredited college or university.

Target Experience:

-Minimum 10 years’ experience performing Project Management duties including contract management, budgeting, and scheduling, planning, estimating, job cost and progress tracking and planning of Navy programs and projects.

4.2.3 Financial Analyst / Administrative Assistant *(1 Resume)

Target Education:
Bachelor's degree in Business (or relevant related field of study) from an accredited college or university.

Target Experience:

- Minimum 2 - 5 years’ experience in tracking tasks and program expenses, Coordination of meetings including minute taking and capturing action items, Status gathering and reporting, Review and analysis of financials including budgets and reconciliation of issues and discrepancies, Presentation development and support, MS Office Suite including MS Project and Access, Excellent verbal and written communications skills, Organized and detail oriented.

4.2.4 Senior Engineer *(1 Resume)

Target Education:

- Bachelor's degree in Mechanical/Marine Engineering (or relevant related field of study) from an accredited college or university.

Target Experience:

- Minimum 6 plus years’ experience related to general engineering principles. Experience with shipboard propulsion and power transmission systems is a plus but not required.

Non-Key Personnel:

The Government's minimum education and experience requirements for NON-KEY PERSONNEL shown below represent the Government’s MINIMUM education and technical experience for non-key personnel required to support the statement of work. The offeror shall certify that all employees proposed for non-key personnel labor categories meet or exceed the minimum education and technical requirements specified for each non-key category. Resumes ARE NOT required for the non-key personnel categories.

4.2.5 Project Engineer

Required Education:

- Bachelor's degree in Mechanical/Marine Engineering (or relevant related field of study) from
an accredited college or university.

Required Experience:

-Minimum 5 years’ experience related to general engineering principles. Experience with shipboard propulsion and power transmission systems (Gears, Clutches, Bearings, CPP & non CPP Systems, Rudders, and Waterjets) is a plus but not required.

4.2.6  Entry Level Engineer

Required Education:

-Bachelor’s degree in Mechanical/Marine Engineering (or relevant related field of study) from an accredited college or university.

Required Experience:

-Minimum 1 years’ experience related to general engineering principles. Experience with shipboard propulsion and power transmission systems is a plus but not required.

4.2.7  Junior Engineer

Required Education:

-Bachelor’s degree in Mechanical/Marine Engineering (or relevant related field of study) from an accredited college or university.

Required Experience:

-Minimum 3 years’ experience related to general engineering principles. Experience with shipboard propulsion and power transmission systems is a plus but not required.
6.0 DELIVERABLES

6.1 Contractor's Progress, Status and Management Report.

6.1.1 The contractor shall provide a monthly progress report, which shall briefly describe the work performed during each reporting period together with significant results thereof. This report will describe any problems encountered and propose solutions for their resolution. The report shall further provide the current technical and financial status of the effort, and contain a brief outline of the work envisioned for the ensuing reporting period. Informal appendices shall be included as necessary or required in the scope of work. The report shall also include the number of man-hours expended by labor category during the reporting period (including a list of specific contractor personnel who are part of the labor category), man-hours expended to date, percent expended and the miscellaneous support costs incurred during the reporting period and cumulatively. Any subcontractor technical progress and financial expenditures shall be reported separately as attachments to the contractor’s progress report. Submission of the report shall be done via electronic mail to the Contracting Officer's Representative (COR) and the Technical Point of Contact (TPOC).

6.2 Trip Reports.

6.2.1 The contractor shall prepare minutes for each meeting attended and trip conducted associated with requirements paragraph 2.0. The contractor shall include recommendations for design changes, alternative approaches, and future work which would contribute to the technical success of the programs associated with the scope of work.

7.0 CONTRACTOR PERSONNEL IDENTIFICATION

7.1 In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.
8.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

8.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Propulsion and Power Transmission Systems - Engineering, Technical, Administrative, Financial and Logistics support for in-service, new acquisition ship and submarine systems contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil.

9.0 TRAVEL AND PLACE OF PERFORMANCE

9.1 The primary place of performance for this support is the NSWCCD-SSES Philadelphia Naval yard location. The contractor's employee(s) will be provided a workstation at a Government facility. Travel is expected, and is estimated as follows:

4 (x5days) trips to San Diego per year

4 (x5days) trips to Norfolk per year

12 (x1days) trips to Washington D.C per year

1 (x5days) trip to Mayport per year

1 (x7days) trip to Hawaii per year

1 (x10days) trip to Sasebo per year

1 (x10days) trip to Bahrain per year
10.0 PERIOD OF PERFORMANCE

10.1 This delivery order will remain in effect from date of award for a one year period with 2 option periods. Contract will be incrementally funded throughout the period of performance.

11.0 SECURITY REQUIREMENTS

11.1 The highest level of security required under this contract is SECRET, as designated on the DD Form 254 attached to this contract. The Contractor is responsible for acquiring and maintaining security clearances at the level(s) required under this contract. The Director of Industrial Security, Defense Investigative Service, NSWCCD is the point-of-contact regarding security matters.

12.0 SCHEDULE

12.1 The Contracting Officer's Representative (COR) is responsible for all interfaces with the contractor. Specific tasking will be provided by the COR via the issuance of Technical Instruction (TI) letters.

13.0 OVERTIME

13.1 Overtime is authorized as required to support the mission.

14.0 SUBJECT MATTER EXPERT (SME)
15.0 CONTRACTING OFFICER’S REPRESENTATIVE (COR)
SECTION D PACKAGING AND MARKING

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

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

(1) name and business address of the Contractor
(2) contract number
(3) task order number
(4) sponsor: _________________________________
   (Name of Individual Sponsor)
   ________________________________________
   (Name of Requiring Activity)
   ________________________________________
   (City and State)

Ship all Reports/Data to the following address:

All Deliverables shall be packaged and marked IAW Best Commercial Practice.
SECTION E INSPECTION AND ACCEPTANCE
SECTION F DELIVERABLES OR PERFORMANCE

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

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<th>Item</th>
<th>Period</th>
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CLIN - DELIVERIES OR PERFORMANCE

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<td>09/30/2015 - 09/29/2016</td>
</tr>
</tbody>
</table>
7200  09/30/2016 - 09/29/2017
9200  09/30/2016 - 09/29/2017

Period of performance for the base period and option periods is 36 months from task order awarded.
The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

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

(a) The Contractor agrees to provide the total level of effort specified in the next in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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

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

(End of Text)
(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.

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at ; and

(2) Be registered to use WAWF at 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 .

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

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

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

   Cost Voucher (Cost Reimbursable, T&M, LH or FPI)

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

   Destination

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

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

(g) **WAWF point of contact.**

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact. Joshua Daubert; email:

(2) For technical WAWF help, contact the WAWF helpdesk at

(End of clause)

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

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.
The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

**5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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

*Each SLIN referenced above covers one (1) year of performance, commencing on date of award.

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

(c) CLINs/SLINS N/A are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATIONS 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.

**FUNDING PROFILE**

Accounting Data
SECTION H SPECIAL CONTRACT REQUIREMENTS

H-5 Task Order Process.

Ombudsman Description.

In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with the issuance of proposal issuance of an order under a task-order contract or delivery-order contract except for -

(A) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or

(ii) The authority to protest the placement of an order under (a)(10)(i)(B) of this section expires on September 30, 2016, for agencies other than DoD, NASA, and Coast Guard (41 U.S.C. 4103(d) and 41 U.S.C. 4106(f)). The authority to protest the placement of an order under (a)(10)(i)(B) of this section does not expire for DoD, NASA, and the Coast Guard.

The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD 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. Complaints to the NSWCCD Ombudsman must be forwarded to:

SEE ATTACHMENT CAR H10 - PERFORMANCE REQUIREMENTS SUMMARY TABLE

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JAN 2010)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 86 Form and the SF-87 fingerprint card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge
providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated.

b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites. The Contractor shall e-mail [email] to obtain the excel file that outlines the required format and content of the list. The Contractor will provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. The excel file shall be submitted via email to [email] and the Contracting Officer's Representative (COR) or Task Order Manager (TOM). Throughout the period of performance of the contract, the Contractor shall immediately provide an updated spreadsheet to [email] and the COR/TOM when any Contractor personnel changes occur.

Option to Extend Services

The Government may require continued performance of any services within the limits and at the rates specified in the Task Order. 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 10 days prior to Task Order end date.

(End of Clause)

52.217-9 Option to Extend the Term of the Task Order

(a) The Government may extend the term of this task order under option CLINs/SUBCLINs by written notice to the Contractor on or before 10 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to exercise the option(s) at least thirty days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) The total duration of this task order, including the exercise of any options under this clause, shall not exceed three years.
SECTION I CONTRACT CLAUSES

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

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

(1) assign additional work under the task order;

(2) direct a change as defined in the “Changes” clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable, the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

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

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

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

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 1x the regular hourly rate, or the overtime premium is paid for work --

1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.(End of Clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION**

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>GS Equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>GS-13</td>
</tr>
<tr>
<td>Financial Analyst/Administrative Assistant</td>
<td>GS-11</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>GS-13</td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>GS-11</td>
</tr>
<tr>
<td>Entry Level Engineer</td>
<td>GS-09</td>
</tr>
</tbody>
</table>
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 30 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 thirty-six (36) months.

(End of Clause)
SECTION J LIST OF ATTACHMENTS

Burn Rate Analysis Report

Incurred Costs Report