

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE 1	OF PAGES 4
2. AMENDMENT/MODIFICATION NUMBER P00005	3. EFFECTIVE DATE 08/06/2021	4. REQUISITION/PURCHASE REQUISITION NUMBER 1300929531	5. PROJECT NUMBER (If applicable) N/A		
6. ISSUED BY NUWC, NEWPORT DIVISION 1176 Howell Street, Building 1258 Newport, RI 02841-1708	CODE N66604	7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON 2128 Pershing Avenue Fort Eustis, VA 23604		CODE S5111A	SCD C
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) GVI, Inc. 5700 Thurston Avenue, Suite 212 Virginia Beach, Virginia 23455			(X)	9A. AMENDMENT OF SOLICITATION NUMBER	
				9B. DATED (SEE ITEM 11)	
			(X)	10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-10-D-6066/N6660419F3008	
CODE 1NPX3 FACILITY CODE 114339224				10B. DATED (SEE ITEM 13) 10/01/2019	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 43.103(a) bilateral, mutual agreement of the parties; 52.232-22 limitation of funds; 52.217-9 option
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED]	08/05/2021	[REDACTED]	08/06/2021
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

General Information

Distribution: KR, 0221, DFAS-HQ0337, 1534/A. Clemente, 1534/S. Sohail, 1534/R. Hodge; 159/C. Lockwood, 1545/J. Henry

NUWCDIVNPT PID #: N66604-21-NORFP-NPT-15-0350

NUWCDIVNPT Requisition #: 1300929531

NUWCDIVNPT POC: [REDACTED]

This modification incorporates by reference Technical Instructions: TI-003

The purpose of this modification is to:

1. Exercise Option 2.

Note: Services shall not be performed or invoiced on Option 2, CLINs 7300, 8300, 9300, and 9310 prior to the Period of Performance start date of 01 October 2021.

2. Provide additional funding.

3. Revise Clauses as detailed below.

4. Update Attachments as detailed below.

SECTION B –

1. Exercise Option 2, CLINs 7300, 8300, 9300, and 9310 with a Period of Performance of 01 October 2021 to 30 September 2022.

2. Establish Informational CLINs 7301, 8301, 9300, and 9310.

3. Establish Priced SLINs as follows: 7301AA, 8301AA, 9301AA, and 9311AA.

4. Shift ceiling and hours from holding CLIN 7300 to newly established Priced SLIN 7301AA.

5. Shift ceiling from holding CLIN 8300 to newly established Priced SLIN 8301AA.

6. Shift ceiling from holding CLIN 9300 to newly established Priced SLIN 9301AA.

7. Shift ceiling from holding CLIN 9310 to newly established Priced SLIN 9311AA.

Note: Services shall not be performed or invoiced on Option 2, CLINs 7300, 8300, 9300, and 9310 prior to the Period of Performance start date of 01 October 2021.

SECTION D –

1. Update UW D-2-0001 'MARK FOR INFORMATION (AUG 2017)' as follows:

[REDACTED]

[REDACTED]

SECTION F –

1. The Period of Performance for SLINs 7301AA, 8301AA, 9301AA, and 9311AA is added by this modification.
2. Revise text HQ F-1-0003 to show Option 2 is exercised.

SECTION G –

1. Accounting and Appropriation Data LLA: AF/7301AA, AG/8301AA, AF/9301AA, and AG/9311AA are added by this modification.

SECTION I –

1. Add Clause 252.204-7020 NIST SP 800-171 DoD Assessment Requirements (NOV 2020)

SECTION J –

1. In accordance with clause 5252.237-9106 "SUBSTITUTION OF PERSONNEL" update Attachment #4, List of Key Personnel as follows:

[REDACTED]

[REDACTED]

[REDACTED]

2. Update attachment #5 as follows:

Delete: Rhode Island Wage Determination 2015-4089, Revision 13, dated 04/13/2020

Insert: Rhode Island Wage Determination 2015-4089, Revision 16, dated 07/21/2021

The Task Order Base and Exercised Options Value is [REDACTED]

[REDACTED]

All other task order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA and SeaPort-NxG

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 48
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-10-D-6066		2. DELIVERY ORDER/CALL NO. N6660419F3008		3. DATE OF ORDER/CALL (YYYYMMDD) 2021AUG06	4. REQUISITION/PURCH REQUEST NO. 1300929531
5. PRIORITY DO-C9		6. ISSUED BY NUWC, NEWPORT DIVISION 1176 Howell Street, Building 1258 Newport, RI 02841-1708		7. ADMINISTERED BY (If other than 6) DCMA HAMPTON 2128 Pershing Avenue Fort Eustis, VA 23604	8. DELIVERY FOB SCD: C <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
9. CONTRACTOR NAME AND ADDRESS ● GVI, Inc. 5700 Thurston Avenue, Suite 212 ● Virginia Beach, VA 23455		CODE 1NPX3	FACILITY 114339224	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
12. DISCOUNT TERMS Net 30 Days WAWF		13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE SECTION G			
14. SHIP TO SEE SECTION F		CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
16. TYPE OF ORDER	DELIVERY/ CALL <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
	PURCHASE <input type="checkbox"/>	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.					
GVI, Inc.		Timothy Varvel		EPOC	
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE	
<input type="checkbox"/>		If this box is marked, supplier must sign Acceptance and return the following number of copies:		DATE SIGNED (YYYYMMDD)	
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT
	SEE SCHEDULE				
22. UNIT PRICE	23. AMOUNT	24. UNITED STATES OF AMERICA	25. TOTAL		
		BY: [REDACTED]	08/06/2021	26. DIFFERENCES	
			CONTRACTING/ORDERING OFFICER		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				34. CHECK NUMBER	
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			35. BILL OF LADING NO.	
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000		CPFF Services in accordance with the Statement of Work (see Section C) Tasks 4.4 and 4.5					
7100	J069	Base Year - Labor (SCC) (Fund Type - OTHER)					
7101		Priced SLINs associated with Priced CLIN 7100					
7101AA	J069	AB [REDACTED] FY of Funding: N/A; Type of Funding: NUWCDIVNPT SCC; Customer Code: 1534; Sponsor: NUWCDIVNPT; TI#: TI-001 (Fund Type - OTHER)					
7200	J069	Option 1 - Labor (SCC) (Fund Type - OTHER)					
7201		Priced SLINs associated with Priced CLIN 7200					
7201AA	R425	AC [REDACTED] of Funding: N/A; Type of Money: SCC; Customer Code: 1534; Sponsor: NAVSEA PMS401; TI# TI-002 (Fund Type - OTHER)					
7300	J069	Option 2 - Labor (SCC) (Fund Type - OTHER)					
7301		Priced SLINs associated with Priced CLIN 7300					
7301AA	J069	AF [REDACTED]; FY of Funding: N/A; Type of Money: SCC; Customer Code: 1534; Sponsor: NAVSEA PMS 401; TI# TI-003 (Fund Type - OTHER)					
7400	J069	Option 3 - Labor (SCC) (Fund Type - OTHER) Option					
7500	J069	Option 4 - Labor (SCC) (Fund Type - OTHER) Option					

Cost Type / NSP Items:

7999		CDRLs in support of 7000 Series CLINs NOT SEPARATELY PRICED, Exhibit B					
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FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		FFP in accordance with Statement of Work Tasks 4.1, 4.2, and 4.3				
8100	J069	Base - Labor (SCC) (Fund Type - OTHER)				
8101		Priced SLINs associated with Priced CLIN 8100				
8101AA	J069	AA [REDACTED]; FY of Funding: N/A; Type of Funding: NUWCDIVNPT SCC; Customer Code: 1534; Sponsor: NUWCDIVNPT; TI#: N/A (Fund Type - OTHER)				
8200	J069	Option 1 - Labor (SCC) (Fund Type - OTHER)				
8201		Priced SLINs associated with Priced CLIN 8200				
8201AA	R425	AD [REDACTED] FY of Funding: N/A; Type of Money: SCC; Customer Code: 15; Sponsor: NUWCDIVNPT; TI#: N/A (Fund Type - OTHER)				
8210	R425	Service Contract Labor Standards Wage Adjustments. (Fund Type - OTHER)				
8211		Priced SLINs associated with CLIN 8210.				
8211AA	R425	AE [REDACTED] FY of Funding: 2021; Type of Funds: SCC; Customer Code: 15; Sponsor: NWCF; TI#: N/A; CLIN 8200 SCA Adjustment (Fund Type - OTHER)				
8300	J069	Option 2 - Labor (SCC) (Fund Type - OTHER)				
8301		Priced SLINs associated with Priced CLIN 8300				
8301AA	J069	AG [REDACTED] FY of Funding: N/A; Type of Money: SCC; Customer Code: 15; Sponsor: NUWCDIVNPT; TI#: N/A (Fund Type - OTHER)				302.76
8400	J069	Option 3 - Labor (SCC) (Fund Type - OTHER) Option				4
8500	J069	Option 4 - Labor (SCC) (Fund Type - OTHER) Option				

FFP / NSP Items:

8888	Delivery of Contractor Acquired Property to Government Site. the Contractor shall submit a Receiving Report (Stand-Alone) for each delivery per Clause 252.232-7006. Not Separately Priced (NSP).						
8999	CDRLs in support of 8000 Series CLINs NOT SEPARATELY PRICED, Exhibit A						

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		ODCs associated with 7000 and 8000 series CLINs. Clause UW D-2-0001 applies to deliverables purchased as ODCs and delivered to NUWCDIVNPT. See Section L for plug figures associated with 9000 Series CLINs			
9100	J069	Base - ODCs in support of CLIN 7100 (SCC) (Fund Type - OTHER)	█	█	█
9101		Priced SLINs associated with Priced CLIN 9100			
9101AA	J069	AB █; FY of Funding: N/A; Type of Funding: NUWCDIVNPT SCC; Customer Code: 1534; Sponsor: NUWCDIVNPT; TI#: TI-001 (Fund Type - OTHER)	█	█	█
9110	J069	Base - ODCs in support of CLIN 8100 (SCC) (Fund Type - OTHER)	█	█	█
9111		Priced SLINs associated with Priced CLIN 9110			
9111AA	J069	AA █ FY of Funding: N/A; Type of Funding: NUWCDIVNPT SCC; Customer Code: 1534; Sponsor: NUWCDIVNPT; TI#: N/A (Fund Type - OTHER)	█	█	█15.58
9200	J069	Option 1 - ODCs in support of CLIN 7200 (SCC) (Fund Type - OTHER)	█	█	█
9201		Priced SLINs associated with Priced CLIN 9200			
9201AA	R425	AC █ FY of Funding: N/A; Type of Money: SCC; Customer Code: 1534; Sponsor: NAVSEA PMS401; TI# TI-002 (Fund Type - OTHER)	█	█	█
9210	J069	Option 1 - ODCs in support of CLIN 8200 (SCC) (Fund Type - OTHER)	█	█	█00
9211		Priced SLINs associated with Priced CLIN 9210			
9211AA	R425	AD █ FY of Funding: N/A; Type of Money: SCC; Customer Code: 15; Sponsor: NUWCDIVNPT; TI#: N/A (Fund Type - OTHER)	█	█	█38.53
9300	J069	Option 2 - ODCs in support of CLIN 7300 (SCC) (Fund Type - OTHER)	█	█	█
9301		Priced SLINs associated with Priced CLIN 9300			
9301AA	J069	AF █ FY of Funding: N/A; Type of Money: SCC; Customer Code: 1534; Sponsor: NAVSEA PMS 401; TI# TI-003 (Fund Type - OTHER)	█	█	█00.00
9310	J069	Option 2 - ODCs in support of CLIN 8300 (SCC) (Fund Type - OTHER)	█	█	█
9311		Priced SLINs associated with Priced CLIN 9310			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9311AA	J069	AG [REDACTED] FY of Funding: N/A; Type of Money: SCC; Customer Code: 15; Sponsor: NUWCDIVNPT; TI#: N/A (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]
9400	J069	Option 3 - ODCs in support of CLIN 7400 (SCC) (Fund Type - OTHER) Option	[REDACTED]	[REDACTED]	[REDACTED]
9410	J069	Option 3 - ODCs in support of CLIN 8400 (SCC) (Fund Type - OTHER) Option	[REDACTED]	[REDACTED]	[REDACTED]
9500	J069	Option 4 - ODCs in support of CLIN 7500 (SCC) (Fund Type - OTHER) Option	[REDACTED]	[REDACTED]	[REDACTED]
9510	J069	Option 4 - ODCs in support of CLIN 8500 (SCC) (Fund Type - OTHER) Option	[REDACTED]	[REDACTED]	[REDACTED]

Fee Table:

Labor CLIN	Labor Hours	Fee Rate Per Hour*	Fee Percentage
7100 & 7101 Total Priced SLINs**	[REDACTED]	[REDACTED]	[REDACTED]
7200 & 7201 Total Priced SLINs**	[REDACTED]	[REDACTED]	[REDACTED]
7300 & 7301 Total Priced SLINs**	[REDACTED]	[REDACTED]	[REDACTED]
7400 & 7401 Total Priced SLINs**	[REDACTED]	[REDACTED]	[REDACTED]
7500 & 7501 Total Priced SLINs**	[REDACTED]	[REDACTED]	[REDACTED]

****7101, 7201, 7301, 7401, and 7501 are informational CLINs for the priced SLINs and will be established at award and/or option exercise.**

In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

The following Clauses are incorporated by Full Text:

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

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

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

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE (NAVSEA)

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

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

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

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

Applicable CLINs: 7000 series

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

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

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the contractor's or employee's convenience.

Section C - Description/Specifications/Statement of Work

STATEMENT OF WORK

Operation of the Towed Array Handling Equipment Facility

1.0 BACKGROUND

The Naval Undersea Warfare Division Newport (NUWC DIVNPT), Code 15, Sensor and SONAR Systems Department provides the Naval Sea Systems Command (NAVSEA) technical support for current and prospective Sensor and SONAR Systems integration, testing, installation, performance evaluation, maintenance, repair and overhaul. Code 15 is also designated as the Technical Direction Authority (TDA) and In-Service Engineering Agent (ISEA) for Towed SONAR Arrays and associated Towed SONAR Handling Systems installed on surface ships and submarines as well as the Designated Overhaul Point with repair facilities for various Towed Array Handling Systems (TAHS). In this capacity, NUWC DIVNPT supports TAHS through all stages of the towed system programs and life cycles. To perform these tasks, NUWC DIVNPT requires engineering and technical services support for the operations and maintenance of the Towed Array Handling Equipment Facility (TAHEF) in the areas of design, testing, assembly and restoration of TAHS, Towed Array Handling Equipment (TAHE) and components; as well as various special purpose handling systems and component test stations; and for installation and post installation support service for TAHS and TAHE delivered to NUWC DIVNPT TAHEF customers including, ships, submarines and land based facilities.

The TAHEF is a NAVSEA 04 (Headquarters Logistics, Maintenance and Industrial Operations Directorate) Certified Designated Overhaul Point (DOP) and an International Standards Organization (ISO) 9001:2015 Quality Management System Registered Facility for TAHS and TAHE. The primary function of the TAHEF is to perform Overhaul, Repair, Maintenance, Testing, Integration, Design and Certification Services for TAHS and TAHE used in shipboard and land based applications.

2.0 SCOPE

Contract services are required to support the Sensor and SONAR Systems Department (Code 15) in the execution of the above responsibilities. The Contractor shall perform tasks in support of all towed array sonar programs for NUWC DIVNPT's Sensors and SONAR Systems Department. The Contractor shall provide services to operate the TAHEF to assemble, upgrade, repair, refurbish, diagnose, troubleshoot, test, evaluate, salvage and scrap towed array handlers and their components for all US Navy towed array handling systems currently in service and others that may be put into fleet service during the course of this contract.

The Contractor shall be responsible for production engineering, technical and logistics support for US Navy towed array handling systems. The Contractor shall also be responsible for the maintenance and upkeep of the TAHEF equipment. The Contractor shall provide services to perform the tasks detailed by the Requirements Section 4.0 and associated Technical Instructions (TIs). The services performed under this task order are within the scope of paragraphs 3.4, 3.10, 3.11, 3.14, 3.15, 3.16, 3.19 of the basic SeaPort-e Statement of Work.

2.1 PLACES OF PERFORMANCE

TAHEF onsite at NUWC DIVNPT

2.2 AUTHORIZED USERS

NUWC DIVNPT Code 15

2.3 APPLICABLE SPONSORS

Specific systems as referenced above, are funded by the following sponsors:

PMS 401

PMS 450

IWS 5

NAVSUP

Norfolk Naval Shipyard

Pearl Harbor Naval Shipyard

Portsmouth Naval Shipyard

Puget Sound Naval Shipyard

2.4 APPLICABLE FUNDING

Tasking is via Service Cost Center (SCC) funding

2.5 APPLICABLE SYSTEMS

OA-9070A/B/E/BQQ Deployable Array Working Group

OK-542/A/BQ Thin Line Towed Array Handling Equipment

OK-276A/B/C/T/BQ & OK-418/BQ Reelable Towed Array Handling System

OK-410(V) Handling and Stowage Group

OK-634/BSY Towed Array Handling and Stowage Group

3.0 APPLICABLE DOCUMENTS/REFERENCE

The following documents apply to the requirements of this SOW:

Document Reference Number	Document Name	Revision/Date	SOW Tasks
3.1	NUWC DIVNPT INST 5090.3 Hazardous Materials Control Program	7 Jan 2016	4.2.5.1, 4.2.5.2
3.2	NUWC DIVNPT INST 5100.5 Occupational Safety and Health (OSH) Program	24 May 2018	4.2.5.2, 4.2.5.3
3.3	NUWC DIVNPT Emergency Action Guidelines	24 May 2013	4.2.5.1
3.4	ISO 9001-2015 Quality Standards Requirements	Sep 2015	4.2.4
3.5	OPNAV 4440.26 Operating Material and Supplies and Government Furnished Material Management	5 Jun 2012	4.2.1
3.6	MIL-STD-2073-1 Standard Practices for Military Shipping	20 Nov 2018	4.2.2
3.7	NUWC DIVNPT Instruction 4855.5 Product Data Reporting and Evaluation Program (PDREP)	2 Oct 2017	4.2.1
3.8	NUWC-NPT Technical Document 11,249, TAHEF Quality Management Plan	Rev D/14 Feb 2019	4.0, 4.2.1, 4.2.2, 4.2.4, 4.3.2
3.9	NUWC DIVNPT INST 3141.1 NUWC DIVNPT Metrology & Calibration (METCAL)	25 Nov 2013	4.2.6
3.10	NUWC DIVNPT INST 5100.14 Management of Weight Handling Equipment	25 Jan 2017	4.2.5.3
3.11	NUWC DIVNPT INST 5500.4 (NUWC DIVNPT Security Manual)	4 Mar 2015	4.2.5

Document Reference Number	Document Name	Revision/Date	SOW Tasks
3.12	OM&S NAVSEA Interim Guidance dated 20 DEC 2012	20 Dec 2012	4.2.1
3.13	TAHED-MGT-DOC-No. 001, 'Training Plan for Towed Array Handling Equipment Facility'	Rev 8/ 14 Feb 2019	4.2.7
3.14	TAHEF Specific Documents: Work is performed in accordance with TAHEF specific procedures and instructions which are maintained in its organic library and listed below.	14 Feb 2019	4.1, 4.2, 4.3
3.14.1	Standard Operating Procedures	14 Feb 2019	
3.14.2	Maintenance Standards	14 Feb 2019	
3.14.3	Assembly Procedures	14 Feb 2019	
3.14.4	Technical Repair Standards	14 Feb 2019	
3.14.5	Standard Operating Procedures	14 Feb 2019	
3.14.6	Standard Recovery Procedures	14 Feb 2019	
3.14.7	Inspection and Test Procedures	14 Feb 2019	
3.14.8	Overhaul Procedures	14 Feb 2019	
3.14.9	Standardized Test Procedures	14 Feb 2019	
3.14.10	Technical Manuals	14 Feb 2019	
3.14.11	Calibration Procedures	14 Feb 2019	
3.14.12	Ships Systems Manual	14 Feb 2019	

4.0 REQUIREMENTS

The contractor shall perform all of the work in the tasks below in accordance with Technical Instructions (TI) and Applicable Documents (AD) listed in Section 3.0 and using Government Furnished Information (GFI) identified in Section 6.0.

ADs and GFI are available in or will be provided through Master Control.

The TAHEF utilizes a commercially available software package for Process and Documentation Management. Master Control is a web-based application available from any Navy Marine Core Internet (NMCI) computer. Master Control provides the Contractor access to engineering drawings, Maintenance Standards (MS), Overhaul Procedures, assembly and test procedures, Standard Operating Procedures (SOP) and Standard Recovery Procedures (SRP) for use in day-to-day operations. Master Control is also used to electronically route forms required for the day-to-day operation of the TAHEF. These forms include: Action Items (AIs), Request for Problem Resolution (RPR), Document Change Request (DCR) and Corrective and Preventive Action (CAPA). These forms are electronically routed via Master Control to the appropriate responsible individual(s). The responsible individual is made aware that they must act upon the notification in their Master Control Inbox. All open and completed forms are available for viewing within Master Control by anybody at the TAHEF who has a Master Control account.

For Firm Fixed Price (FFP) tasking under tasks 4.1, 4.2 and 4.3 as the Government identifies specific needs, the Government will provide GFI to initiate and clarify work. The regular and recurring work is for performance of tasks 4.1, 4.2, and 4.3 between the hours of 730 and 1600 Monday through Friday, excluding federal holidays.

For Cost Plus Fixed Fee (CPFF) tasking under task 4.4 and 4.5, as the Government identifies specific needs, the Government will issue TIs to initiate work. TIs will identify applicable GFI and specific tasks within the scope of this SOW to be performed and the delivery requirements that the Contractor shall meet.

As tasking is received by the TAHEF through the issuance of funding documents through NAVSUP, Naval Shipyards and sponsor task books, the Government will identify tasking to the Contractor via GFI transmitted in Master Control. The Contractor shall execute the tasks in accordance with applicable document 3.8.

The contractor shall maintain documents in Master Control. Maintenance includes:

Updating to current versions. This includes revisions that are driven by updates or other interrelated documents.

Correcting identified deficiencies in the course of performance of tasking under 4.1-4.5

Documents that shall require maintenance include:

- a. Standard Operating Procedures
- b. Maintenance Standards
- c. Assembly Procedures
- d. Test Procedures
- e. Overhaul Procedures
- f. Standardized Test Procedures
- g. Engineering Drawings

The Contractor shall use government tools and equipment as identified in the Incidental Government Property (IGP) Document to accomplish the task requirements.

The contractor shall provide the following services:

4.1 Operations (Regular and Recurring)

4.1.1 Assembly, Restoration, Overhaul, Testing, and Transportation

Upon receipt of an action item via Master Control, the Contractor shall evaluate, assemble, restore, overhaul, paint, test and prepare for certification TAHS, TAHE and components to be certified and installed by the Government on operational and new construction ships and submarines.

The Contractor shall use Material Handling Equipment (IGP) to move products into, within and out of the Facility.

Deliverables: The Contractor shall deliver Certification Data Sheets in accordance with CDRL A001.

4.1.2 TAHEF related Design, Assembly and Testing

Upon receipt of an action item via Master Control, the Contractor shall design, develop and assemble special purpose tools, fixtures and test equipment used for the testing of new or modified TAHS and TAHE components. The Contractor shall test proposed and developmental TAHS, TAHE components (IGP) to be installed on ships and submarines by the Government. Proposed and developmental TAHS and TAHE components can be proposed by the Government or in some cases by the contractor. Only upon Government approval (through Master Control), shall the contractor take any action on a proposed or developmental component.

Deliverables: The Contractor shall deliver any Test Procedures developed in support of this tasking in accordance with CDRL A002.

The Contractor shall deliver any designs developed in support of this tasking in accordance with CDRL A011.

4.1.3 Failure Analysis

Upon receipt of an action item via Master Control, the Contractor shall conduct failure analysis on TAHS and TAHE and deliver failure analysis reporting identifying root cause failure modes, mechanisms and parts.

Deliverables: The Contractor shall deliver Failure Analysis Reports identifying root cause, failure modes, mechanisms and parts in accordance with CDRL A003.

4.2 Support Tasks

4.2.1 Inventory Control

On a continuous basis, the Contractor shall maintain and control inventory to support TAHEF tasks. The Contractor shall enter and maintain operating materials and supplies (OM&S) records in Enterprise Resource Planning (ERP) to validate accurate material status for all TAHEF inventory.

The contractor shall comply with Government requirements as defined in Applicable Document 3.12 for property that may be acquired, consumed, or expended during the performance of a project, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. The contractor shall enter and maintain OM&S records in ERP to ensure accurate material status for all TAHEF inventory.

The contractor shall ensure that all parts and materials placed into inventory conform to the requirements of the drawings and specifications in Master Control by performing receipt inspection in accordance with Applicable Document 3.8. This applies to all new and reworked material and products for both Government supplied and contractor purchased material. The contractor shall provide an inspection report to the Government for the Government to consider in its execution of the Inherently Governmental inspection and

acceptance duties. Only upon Government acceptance in Master Control, the contractor shall enter the receipted material into ERP.

Passed Inspections: For material that meets inspection requirements, the contractor shall process a Material Inspection Report (MIR) in accordance with Applicable Document 3.12. The contractor shall also receive and file Certificates of Conformance delivered with the material from the supplier and retain those records until disposal is authorized by the Government. The contractor shall update Inventory Pro (IGP) with transactions within 24 hours after receipt of the material into the TAHEF.

Failed Inspections: The contractor shall address failed material receipt inspections in accordance with Applicable Document 3.8.

The contractor shall designate Product Data Reporting and Evaluation Program (PDREP) Points of Contacts (POCs) and shall have these POCs apply for access to the PDREP web site in order to make data entries, obtain various data reports, and implement PDREP procedures and data entry in accordance with Applicable Document 3.7.

Deliverable: The Contractor shall report all quality and supplier performance data to the Government for review. Upon receipt of approval from the Government, the Contractor shall enter the data into the PDREP system. Data shall be delivered in accordance with CDRL A004.

4.2.2 Integrated Logistics Support (ILS)

On a continuous basis, the Contractor shall perform production control, scheduling, inventory and material control, packaging, handling and storage and preparation for shipping and receiving of TAHE as detailed further below. The Contractor shall use TAHEF Web-Based Tools & Software (IGP) to track and control logistics data items, as well as manage the Government repository for logistics documentation.

The contractor shall develop, issue and track Work Package Travelers in accordance with Applicable Document 3.8.

The contractor shall develop and maintain Bill of Material lists that define the parts and materials required to support TAHEF products in accordance with Applicable Document 3.8.

The contractor shall dispense parts for the assembly, restoration and overhaul of TAHE in accordance with Applicable Document 3.8.

The contractor shall coordinate the shipment of TAHE for outside recovery services in accordance with Applicable Document 3.8.

The Contractor shall ship all TAHE in accordance with the requirements of Applicable Document 3.6.

4.2.3 Configuration Management and Document Control

On a continuous basis, the Contractor shall track and control Configuration Data Items, including overhaul procedures, test procedures and drawings as well as track document versions, in the Government Configuration Management Database (IGP). These items are located in the Government's document control software program (IGP), hard copy manuals (duplicates of information digitally contained in Master Control or the TAHEF Technical Publication Library), and computer servers (IGP).

The Contractor shall operate and maintain the TAHEF Technical Publication Library which holds documents identified as Applicable Document 3.8, where the above described configuration management item documents are held.

The Contractor shall generate and distribute copies of technical documentation for shop use and provide proper storage and retrieval of said documentation. The contractor shall replace all out of date hard copy documentation from the TAHEF operations floor with the current version. Upon Government approval, the contractor shall dispose of technical documentation in accordance with the DD form 254 for any classified information and upon Government approval for any unclassified information. The Contractor shall develop or revise all documents in electronic format. Formats include Microsoft Office, SolidWorks, AutoCAD and Adobe. The types of documents that will require development or revision are:

- a. Standard Operating Procedures
- b. Maintenance Standards
- c. Assembly Procedures
- d. Test Procedures
- e. Overhaul Procedures
- f. Standardized Test Procedures
- g. Engineering Drawings

On a continuous basis, the Contractor shall identify database issues, limitations, deficiencies and report them to the Government. Upon approval by the Government, the contractor shall conduct analysis, and provide recommendations of potential resolutions and upgrades to improve the level of detail in terms of information that is relevant to efficient and effective operation of the TAHEF or simplify configuration tracking.

Deliverables: The Contractor shall deliver Analysis and Recommendations in accordance with CDRL A005.

4.2.4 Quality Control

On a continuous basis, the Contractor shall operate and maintain a quality control program using GFI 6.6 and in accordance with Applicable Documents 3.4 and 3.8.

The Contractor shall deliver recommendations to the Technical Project Manager (TPM) for potential improvements of the TAHS and TAHE fabrication, restoration, overhaul, test and evaluation, and certification processes and procedures.

The Contractor shall prepare monthly and annual Quality Assurance Assessment Reports detailing Corrective & Preventative Action (CPA), Non-Conforming (NC), Vendor Information Request (VIR), and Internal and External Audit Actions. The Quality Assurance Assessment reports shall be prepared in accordance with the TAHEF Quality Management Plan, Applicable Document 3.8. Occasional local travel will be required to local contractors to review quality compliance and progress of Government outsourced TAHE components to report to the Government for it to consider in its planning and inspection and acceptance execution duties.

Deliverables: The Contractor shall deliver Quality Assurance Assessment Reports in accordance with CDRL A006.

Deliverables: The Contractor shall deliver Process Improvement Analysis Reports in accordance with CDRL A006.

Deliverables: The Contractor shall deliver Trip Reports to document results in accordance with CDRL A007.

4.2.5 General TAHEF Support

4.2.5.1 Hazardous Material

On a continuous basis, the Contractor shall coordinate, track, handle and store all hazardous materials used in the production, overhaul, repair and maintenance of TAHEF products in accordance Applicable Document 3.1. Hazardous Materials used in performance shall be on the work center Authorized User List and receive Safety Office approvals in accordance with Applicable Document 3.1. In the event of a hazardous materials spill, the contractor shall report the spill in accordance with Applicable Document 3.3.

4.2.5.2 Environmental, Health and Safety

On a continuous basis, the Contractor shall maintain an environmental, health and safety program in support of the TAHEF in accordance with Applicable Document 3.2. The NUWC Newport Safety Office will periodically perform Safety inspections of the TAHEF facility for compliance in accordance with Applicable Document 3.1 and 3.2. The Technical Project Manager (TPM) will notify the contractor when the Government will perform these inspections. The contractor shall correct all safety deficiencies within the TAHEF in the timeframe specified by the NUWC Safety office via GFI 6.8.

4.2.5.3 Weight Handling Equipment (WHE)

On a continuous basis, the Contractor shall track all handling equipment certifications in accordance with Applicable Document 3.2. This includes tracking and movement of TAHE through the inspection and certification process to meet TAHE and TAHS production, test, integration and delivery schedules. Actual certification is performed by NUWC DIVNPT.

4.2.6 Calibration

On a continuous basis, the Contractor shall track calibration status of test and measurement equipment through the calibration cycle in accordance with Applicable Document 3.9. The contractor shall move items in need of calibration from the shop floor and designated storage location within the TAHEF and place them in the Government designated pickup area.

Deliverables: The contractor shall deliver a calibration status report in accordance with CDRL A010.

4.2.7 Training Record Maintenance

On a continuous basis, the Contractor shall create and maintain a record detailing the training and qualifications of each contractor employee in accordance with Applicable Document 3.8 and 3.13. The contractor shall update the record each time technician personnel change or accrue new qualifications.

Records shall include, at minimum, personnel names, level of qualification and date of last training. Reports shall identify what equipment the individual is qualified to operate and what TAHE and components the individual is qualified to operate, assemble, restore, overhaul and test.

Deliverables: The contractor shall deliver a report in accordance with CDRL A009.

4.3 Equipment Maintenance and Upgrades

4.3.1 Equipment Maintenance

On a continuous basis, the Contractor shall perform maintenance on all equipment and tools available to the contractor as Incidental Government Property (IGP). The contractor shall maintain equipment in accordance with applicable manuals (Applicable Document 3.14).

4.3.2 Upgrades and Modernization

On a continuous basis, the Contractor shall perform analysis and provide recommendations of potential upgrades and improvements to equipment in the TAHEF (OK-276 Test and Integration Equipment, OK-542 Test and Integration Equipment, Universal Motor Test Stand, Universal Valve Test Stand and Hydraulic Power Units) to support existing, proposed and developmental Towed Array Handling Systems, Towed Array Handling Equipment and Components to be installed on Ships and Submarines.

Deliverables: The Contractor shall deliver equipment upgrade and improvement recommendations in accordance with CDRL A008.

4.4 Operations (Irregular and Unscheduled Operations)

4.4.1 Upon receipt of TIs, the contractor shall perform tasks 4.1, 4.2 and 4.3 of the SOW as clarified within the TI, and using the applicable GFI. Unscheduled operations and maintenance may occur for any of the tasks described in 4.1, 4.2 and 4.3. This tasking will occur outside of the normal facility hours, which are specified in 4.0.

Deliverables: All deliverables applicable to tasks 4.1 through 4.3 are also applicable to 4.4. However, given the CDRL deliverables under 4.1 through 4.3 are intended to cover a specific period of time which would include any surge tasking no specific deliverables will be produced associated with task 4.4.1.

4.4.2 Offsite Meeting Attendance

Upon receipt of TIs, the contractor shall attend meetings such as Program Reviews and Integrated Logistics Support Management Team (ILSMT) meetings. Meetings are typically held twice per year in Keyport, WA, or Washington, DC requiring travel.

The contractor shall deliver briefing materials for presentation by the Government at such reviews/meetings, shall attend to provide technical expertise, and shall deliver meeting minutes with technical recommendations upon conclusion of those reviews. Technical recommendations are anticipated to be related to TAHE maintenance, improvements and sustainability.

Deliverables: The contractor shall deliver Trip Reports in accordance with CDRL B001. Trip Reports shall include, at minimum: date, location, traveler names and roles, purpose and objectives of the trip and degree of accomplishment of those objectives; who was contacted, summaries of issues discussed, and any resulting action items.

Deliverables: The contractor shall deliver Briefing Material in accordance with CDRL B002.

4.4.3 Upgrades and Modernization

Upon receipt of TIs, the Contractor shall design and develop, upgrades and improvements to equipment in the TAHEF (OK-276 Test and Integration Equipment, OK-542 Test and Integration Equipment, Universal Motor Test Stand, Universal Valve Test Stand and Hydraulic Power Units) to support existing, proposed and developmental Towed Array Handling Systems, Towed Array Handling Equipment and Components to be installed on Ships and Submarines.

Deliverables: The Contractor shall deliver equipment upgrade and improvement designs in accordance with CDRL B004.

Upon receipt of TIs, the contractor shall implement upgrades and improvements to TAHEF test equipment. This includes design, fabrication, layout, installation and certification of functional operation of the upgraded equipment.

Deliverables: The Contractor shall deliver a Completion Report on upgraded equipment in accordance with CDRL B004.

5.0 Monthly Progress Reporting

For assigned tasks 4.1, 4.2, and 4.3, the Contractor shall prepare a Contractor's Status Report that indicates the progress of work, status of the program(s), and existing or potential problem areas for all assigned tasks. The Contractor shall submit the Contract Status Report for the same timeframe as each invoice submitted in the Wide Area Workflow (WAWF) Module of the Procurement Integrated Enterprise Environment (PIEE). CDRL A012.

For assigned task 4.4, the Contractor shall prepare a Contractor's Status Report that indicates the progress of work, status of the program(s), and existing or potential problem areas for all assigned tasks. The Contractor shall submit the Contract Status Report for the same timeframe as each invoice submitted in the Wide Area Workflow (WAWF) Module of the Procurement Integrated Enterprise Environment (PIEE). CDRL B003.

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

GFI will be provided after task order award on an as needed basis to support the efforts defined in Section 4.0 of this Statement of Work (SOW). GFI shall be returned to the Government upon task order completion.

6.1 Procedures for OK-276A/BQ, OK-276B/BQ, OK-276C/BQ, OK-276T/BQ, OK-276()/BQ, OK-418/BQ, OK-542/BQ, OK-542A/BQ, OA-9070/BQQ, OA-9070A/BQQ, OA-9070B/BQQ, OA-9070E/BQQ, OK-410 and OK-634/BQ (SOW Task 4.1.1)

6.2 Change Request (such as RPR, ECP, Deviation, ship alt, temp alt fleet request change request) (SOW Tasks 4.1.1, 4.1.2 and 4.1.3)

6.3 Web-Based Tools & Software (such as Master Control, Inventory Pro and Microsoft Products) (SOW Tasks 4.2.1, 4.2.2 and 4.2.3)

6.4 TAHEF Databases (SOW Tasks 4.2.2 and 4.2.3)

6.5 TAHEF Technical Documentation (SOW Tasks 4.1.1, 4.1.2 and 4.1.3)

6.5.1 Engineering Drawings

6.5.2 Restoration Documents

6.5.3 Specifications

6.5.4 Planned Maintenance Documentation

6.5.5 Facilities Documentation

6.5.6 Computer Resources

6.6 Government Property Made Available (SOW Tasks 4.0 and 4.1)

6.7 Certification Data Sheet (SOW Task 4.1.1)

6.8 NUWC Safety Office Findings

7.0 Quality Surveillance & Performance Standards

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables. Contractor performance will be evaluated in the areas of technical quality, cost control, schedule/timeliness, management, utilization of small business, and regulatory compliance as follows:

Technical Quality: The government will evaluate technical quality using the criteria defined in the Performance Requirements Summary Table (PRST), Attachment# 3;

Cost Control: The government will evaluate the contractor's effectiveness in forecasting, managing, and controlling actual costs in comparison to negotiated costs;

Schedule/Timeliness: The government will evaluate the contractor's ability to meet negotiated milestones and delivery schedules;

Management: The government will evaluate the contractor's ability to integrate and coordinate all activities needed to execute the contract/task order;

Regulatory Compliance: The government will evaluate the contractor's compliance with the terms and conditions of the contract/task order relating to applicable regulations and codes.

The following Clauses are incorporated by Full Text:

C-237-H001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (NAVSEA) (OCT 2018)

(a) The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Towed Array Handling Equipment Facility via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;


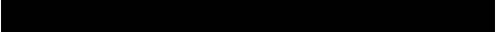
(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT, and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

(b) The contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>.

(c) 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 


HQ C-1-0001 ITEM(S) 7999 and 8999- DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. 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 proprietary 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 proprietary. 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 the spirit and intent of 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) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. 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.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in its proposal dated **26 March 2019** in response to Solicitation No. N66604-18-R-3011.

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

HQ C-2-0015 DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (SEP 2009)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available for one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder).

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or

specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

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

(d)

(1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original

form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

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

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

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

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

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

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

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

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

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

- (i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).
 - (ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.
- (b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

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

The support contractor not disclose any information;

(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 are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

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: 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.

Applicable CLINs: 7000 and 9000 Series

Section D - Packaging and Marking

The following Clauses are incorporated by Full Text:

HQ D-1-0001 DATA PACKAGE LANGUAGE

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.

HQ D-1-0002 PACKAGING OF SUPPLIES

Item(s) 9000 Series CLINs. The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

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) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded

(5) sponsor: _____
 (Name of Individual Sponsor)

 (Name of Requiring Activity)

 (City and State)

UW D-2-0001 MARK FOR INFORMATION (AUG 2017)

(a) The Contract shall include the following "Mark For" information clearly marked on all packages (or items themselves if they are not packaged) delivered under this contract/order:

Mark For:

(b) The contractor shall also include in each package delivered (or affixed to the item itself if it is not packaged) a packing slip which lists the items included by Contract Line Item Number (e.g., 0001, 0002).

UW D-2-0002 PROHIBITED PACKING MATERIALS (MAR 2017)

The use of asbestos, excelsior, newspaper, or shredded paper (all types including waxed paper, computer paper, and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

Section E - Inspection and Acceptance

The following Clauses are incorporated by Reference:

52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)

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

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

The following Clauses are incorporated by Full Text:

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

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

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Items: 7000 Series CLINs - 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

The following Clauses are incorporated by Reference:

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

The following Clauses are incorporated by Full Text:

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

CLIN	Funding	Base or Option #	Period of Performance
7100/9100	SCC	Base	10/1/2019 - 9/30/2020
7200/9200	SCC	Option 1	10/1/2020 - 9/30/2021
7300/9300	SCC	Option 2	10/1/2021 - 9/30/2022
7400/9400	SCC	Option 3*	10/1/2022 - 9/30/2023
7500/9500	SCC	Option 4*	10/1/2023 - 9/30/2024

* If option is exercised

For non-LOE services (8000 Series CLINs): Services to be furnished hereunder shall be performed and completed as follows:

CLIN	Funding	Base or Option #	Period of Performance
8100/9110	SCC	Base	10/1/2019 - 9/30/2020
8200/9210	SCC	Option 1	10/1/2020 - 9/30/2021
8300/9310	SCC	Option 2	10/1/2021 - 9/30/2022
8400/9410	SCC	Option 3*	10/1/2022 - 9/30/2023
8500/9510	SCC	Option 4*	10/1/2023 - 9/30/2024

* If option is exercised

PERIOD OF PERFORMANCE NOTE: The POP dates are subject to change based on the date of award; however, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the Contracting Officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed twelve (12) months.

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

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

HQ F-2-0004 F.O.B. DESTINATION (NAVSEA)(APR 2015)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled

"F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

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

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

7100	10/01/2019 - 09/30/2020
7101 AA	10/01/2019 - 09/30/2020
7200	10/01/2020 - 09/30/2021
7201 AA	10/01/2020 - 09/30/2021
7300	10/01/2021 - 09/30/2022
7301 AA	10/01/2021 - 09/30/2022
8100	10/01/2019 - 09/30/2020
8101 AA	10/01/2019 - 09/30/2020
8200	10/01/2020 - 09/30/2021
8201 AA	10/01/2020 - 09/30/2021
8210	10/01/2020 - 09/30/2021
8211 AA	10/01/2020 - 09/30/2021
8300	10/01/2021 - 09/30/2022
8301 AA	10/01/2021 - 09/30/2022
9100	10/01/2019 - 09/30/2020
9101 AA	10/01/2019 - 09/30/2020
9110	10/01/2019 - 09/30/2020
9111 AA	10/01/2019 - 09/30/2020
9200	10/01/2020 - 09/30/2021
9201 AA	10/01/2020 - 09/30/2021
9210	10/01/2020 - 09/30/2021
9211 AA	10/01/2020 - 09/30/2021
9300	10/01/2021 - 09/30/2022
9301 AA	10/01/2021 - 09/30/2022
9310	10/01/2021 - 09/30/2022
9311 AA	10/01/2021 - 09/30/2022

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

7400	10/01/2022 - 09/30/2023
7500	10/01/2023 - 09/30/2024
8400	10/01/2022 - 09/30/2023
8500	10/01/2023 - 09/30/2024
9400	10/01/2022 - 09/30/2023
9410	10/01/2022 - 09/30/2023
9500	10/01/2023 - 09/30/2024
9510	10/01/2023 - 09/30/2024

Section G - Contract Administration Data

The following Clauses are incorporated by Full Text:

252.232-7006 WIDE AREA WORKFLOW 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.

“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.

7000/9000 Series CLINs-Cost Voucher

8000 Series CLINs- Invoice 2-in-1

(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.

7000/9000 Series CLINs-Cost Voucher

8000 Series CLINs- Invoice 2-in-1

(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.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF for 7000 and 9000 series CLINs</i>	<i>Data to be entered in WAWF for 8000 series CLINs</i>
Pay Official DoDAAC	██████████	██████████
Issue By DoDAAC	██████████	██████████
Admin DoDAAC	██████████	██████████
Inspect By DoDAAC	██████████	██████████
Ship To Code	██████████	██████████
Ship From Code	██████████	██████████
Mark For Code	██████████	██████████
Service Approver (DoDAAC)	██████████	██████████
Service Acceptor (DoDAAC)	██████████	██████████
Accept at Other DoDAAC	██████████	██████████

LPO DoDAAC	[REDACTED]	[REDACTED]
DCAA Auditor DoDAAC	[REDACTED]	[REDACTED]
Other DoDAAC(s)	[REDACTED]	[REDACTED]

(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.

[REDACTED]

(2) Contact the WAWF helpdesk at [REDACTED], if assistance is needed.

(End of Clause)

NOTE: WAWF email notifications: The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field in WAWF once a document is submitted in the system.

[REDACTED]

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

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

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

(End of Clause)

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

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

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
					subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

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

Item	Type
7000 Series	Cost Plus Fixed Fee

8000 Series Firm Fixed Price
9000 Series Cost Only
7999 and 8999 Not Separately Priced

(End of Clause)

UW G-2-0002 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2018) (Alternate I)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this task order is a warranted Ordering Officer of the Naval Undersea Warfare Center, Division, Newport, RI. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.

(c) The Contracting Officer is:

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] The Negotiator is:

[REDACTED]
[REDACTED]
[REDACTED]

(e) The Contracting Officer's Representative (COR) is:

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

(f) Ombudsman for the Naval Undersea Warfare Center, Division Newport, RI is: (delete if not applicable)

[REDACTED]
[REDACTED]

(g) Contractor's Representative is:

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

(h) The Contractor's Senior Technical Representative is:

[REDACTED]

(End of Clause)

UW G-2-0003 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAR 2017)

(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:

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

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

- (1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), and (47).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 022 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).

(End of clause)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]
[REDACTED]

Section H - Special Contract Requirements

The following Clauses are incorporated by Full Text:

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(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.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] **(INCLUDES 7000 SERIES CLINs ONLY)** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] 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 evenly over the period of performance. 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

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████████████████████
████████████████████

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

Note: See attachment #4 for list of approved Key Personnel.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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

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

5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT) COST TYPE (SEP 2009)

(a) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the

Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES:

[REDACTED]

[REDACTED]

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

*(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

ADDITIONAL ITEMS OF FACILITIES - NONE

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)

The Government will provide only that property identified in an attachment to Section J notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for use in the performance of this contract.

5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s): **See attached IGP list**. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

UW H-2-0004 CONTRACTOR REQUIREMENTS FOR PERFORMANCE ON A GOVERNMENT SITE (APR 2018)

(a) Control of Contractor Personnel

The contractor shall comply with the requirements of NUWCDIVNPTINST 5500.4C regarding performance at Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons and vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department of the contracting activity. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. 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.

(b) Contract Personnel Administration

The contractor is responsible for managing its employees and guarding against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it is the contractor's responsibility to notify the PCO immediately in accordance with the clause FAR 52.243-7. When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing Common Access Cards (CACs) and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program /project managers/Senior Technical Representative (STR)

shall be clearly identified and known as such by Government employees. As circumstances permit, periodic meetings shall be conducted between the COR and the Contractor organization program manager/project manager.

(c) Early Dismissal and Closure of Government Facilities

When a Government facility 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 and during periods of inclement weather, onsite contractors should monitor 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 company policy. 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.

(e) Training Requirements

(1) The contractor shall ensure that each contractor employee performing work at any NUWC Division Newport site take the following actions:

(A) Complete all required trainings as indicated on the following website: <https://newportalv3.nwpt.nuwc.navy.mil/10/101/Training/SitePages/TrainingWelcome.aspx>

(B) Read the documents titled "Occupational Safety and Health Information for Contractors" and "NUWC Division Newport Environmental Policy", available at the following website, prior to performing any work: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(C) Complete Environmental Awareness training, available at the following website, within 30 days of commencing performance: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(2) The contractor shall email the following web address indicating completion of items (B) and (C) above upon completion of both:

(f) Safety Requirements

(1) Prior to commencing any work that falls under the following areas, the contractor shall provide a complete listing of all qualified and trained employees who will perform the work on company letterhead to the Contracting Officer's Representative (COR), or, if no COR is assigned, to the NUWC Division Newport Safety Office:

(A) Permit required Confined Space Program

(B) Control of Hazardous Energy (Lock out / Tag out)

(C) Respiratory Protection

(D) Walking-Working Surfaces, Fall Protection Program and Scaffolding

(2) The contractor shall follow the posted provisions of the building's Emergency Action Plan (EAP) for any mishap, incident, or emergency situation.

(3) The contractor shall report unsafe work conditions, safety hazards, and any mishaps (injury/property damage) to their supervisor, the COR, and the NUWC Division Newport Safety Office.

Section I - Contract Clauses

The following clauses are incorporated by reference in this task order. Applicable clauses incorporated by reference in the basic MAC contract also apply.

a. FAR:

- 52.202-1 Definitions (NOV 2013)
- 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 (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (MAY 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)
- 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (APR 2014)
- 52.204-2 Security Requirements (AUG 1996)
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018)
- 52.204-13 System for Award Management Maintenance (OCT 2018)
- 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 Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matter (OCT 2018)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.215-2 Audit and Records - Negotiation (OCT 2010)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)
- 52.216-7 Allowable Cost and Payment (AUG 2018)
- 52.216-8 Fixed Fee (JUN 2011)
- 52.219-8 Utilization of Small Business Concerns (OCT 2018)
- 52.219-14 Limitations on Subcontracting (Jan 2017)
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-17 Non-displacement of Qualified Workers (MAY 2014)
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies (JAN 2018)

52.222-21 Prohibition of Segregated Facilities (APR 2015)

52.222-26 Equal Opportunity (SEP 2016)

52.222-35 Equal Opportunity for Veterans (OCT 2015)

52.222-36 Affirmative Action for Workers with Disabilities (JUL 2014)

52.222-37 Employment Reports on Veterans (FEB 2016)

52.222-38 Compliance with Veterans' Employment Reporting Requirements (FEB 2016)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-41 Service Contract Labor Standards (AUG 2018)

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)

52.222-50 Combating Trafficking in Persons (JAN 2019)

52.222-54 Employment Eligibility Verification (OCT 2015)

52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

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 (AUG 2011)

52.224-1 Privacy Act Notification (APR 1984)

52.224-2 Privacy Act (APR 1984)

52.225-13 Restriction on Certain Foreign Purchases (Jun 2008)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certification (AUG 2018)

52.227-1 Authorization and Consent (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

52.227-3 Patent Indemnity (APR 1984)

52.227-11 Patent Rights - Ownership by the Contractor (MAY 2014)

52.228-5 Insurance - Work on a Government Installation (JAN 1997)

52.229-3 Federal, State, and Local Taxes (FEB 2013)

52.232-1 Payments (APR 1984)

52.232-18 Availability of Funds (Apr 1984)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

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)

- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.233-1 Disputes (MAY 2014)
- 52.233-3 Protest After Award (Alternate I) (AUG 1996)
- 52.233-4 Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (Jan 1991)
- 52.242-1 Notice of Intent to Disallow Costs (Apr 1984)
- 52.243-1 Changes -- Fixed-Price (Aug 1987)
- 52.243-2 Changes -- Cost-Reimbursement (Aug 1987)
- 52.244-6 Subcontracts for Commercial Items (JAN 2019)
- 52.245-1 Government Property (JAN 2017)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-23 Limitation of Liability (FEB 1997)
- 52.246-25 Limitation of Liability - Services (FEB 1997)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)
- 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

b. DFARS:

- 252.201-7000 Contracting Officer's Representative (DEC 1991)
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
- 252.203-7003 Agency Office of the Inspector General (DEC 2012)
- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)
- 252.204-7000 Disclosure of Information (OCT 2016)
- 252.204-7003 Control of Government Personnel Work Product (APR 1992)
- 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)
- 252.204-7009 Limitations on the Use of Disclosure of Third-party Contractor Reported Cyber Incident Information (OCT 2016)
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)
- 252.204-7015 Notice of Authorized Disclosure of Information to Litigation Support Contractors (MAY 2016)
- 252.204-7020 NIST SP 800-171 DoD Assessment Requirements (NOV 2020)
- 252.211-7007 Reporting of Government-Furnished Property (AUG 2012)
- 252.215-7013 Supplies and Services Provided by Nontraditional Defense Contractors (JAN 2018)

- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
- 252.225-7048 Export Controlled Items (JUN 2013)
- 252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2014)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)
- 252.227-7015 Technical Data - Commercial Items (FEB 2014)
- 252.227-7016 Rights in Bid or Proposal Information (JAN 2011)
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
- 252.227-7019 Validation of Asserted Restrictions - Computer Software (SEP 2016)
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
- 252.227-7030 Technical Data--Withholding of Payment (MAR 2000)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 2016)
- 252.227-7039 Patents - Reporting of Subject Inventions (APR 1990)
- 252.231-7000 Supplemental Cost Principles (DEC 1991)
- 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
- 252.232-7010 Levies on Contract Payments (DEC 2006)
- 252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)
- 252.235-7011 Final Scientific or Technical Report (JAN 2015)
- 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)
- 252.243-7002 Request for Equitable Adjustment (DEC 2012)
- 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)
- 252.246-7008 Sources of Electronic Parts (MAY 2018)
- 252.247-7023 Transportation of Supplies by Sea (APR 2014)

The following Clauses are incorporated by Full Text:

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

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

Option No.	CLIN	Exercise Date - No Later Than
1	7200/9200	09/30/2020
2	7300/9300	09/30/2021
3	7400/9400	09/30/2022
4	7500/9500	09/30/2023

Option No.	CLIN	Exercise Date - No Later Than
1	8200/9210	09/30/2020
2	8300/9310	09/30/2021
3	8400/9410	09/30/2022
4	8500/9510	09/30/2023

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT - ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute 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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

NOTE TO CONTRACTORS: EMPLOYEE CLASSES AND EQUIVALENT GOVERNMENT RATES CAN BE FOUND AT THE FOLLOWING DEPARTMENT OF LABOR AND OFFICE OF PERSONNEL MANAGEMENT WEBSITES -

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/SCADirectVers5.pdf>

GOVERNMENT EQUIVALENT GS LEVELS:

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/Vers5SCAIndex.pdf>

and

OFFICE OF PERSONNEL MANAGEMENT:

<http://www.opm.gov/OCA/10tables/index.asp>

52.244-2 Subcontracts (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

(d) If the contractor has an approved purchasing system, the contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: Any new subcontractors performing a portion of the level of effort not approved in the original task order award.”

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price or in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, corrective action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance management decision used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities.

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

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

Section J - List of Attachments

Attachment Number	File Name	Description
1	Attachment1DD254N0017810D6066N6660419F3008.pdf	DD Form 254
2	Attachment2IGForm.doc	Incidental Government Property Made Available
3	Attachment3PRST.docx	Performance Requirements Summary Table
4	List of Approved Key Personnel.pdf	List of Approved Key Personnel
5	RI Wage Determination 2015-4089 Rev 16 21 July 2021.pdf	RI Wage Determination 2015-4089 Rev 16 21 July 2021
Exhibit A & B	ExhibitA_ExhibitB_CDRLS_with_attachments.pdf	Exhibit A and Exhibit B CDRLs and Attachments