

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 / 3
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 30-May-2018	4. REQUISITION/PURCHASE REQ. NO. 1300715708	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N65726	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A	
Naval Sea Logistics Center Mechanicsburg 5450 Carlisle Pike / PO Box 2060 Mechanicsburg PA 17055-0795		DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151		SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) GVI INC 4615 Pleasant Ave Ste B Norfolk VA 23518-1902	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-10-D-6066-N401
[X]	10B. DATED (SEE ITEM 13) 01-Jun-2016
CAGE CODE 1NPX3	FACILITY CODE

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 one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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 NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY [REDACTED] (Signature of Contracting Officer)	30-May-2018

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GENERAL INFORMATION

1. THE PURPOSE OF THIS MODIFICATION IS TO REVISE THE SUBJECT ORDER AS FOLLOWS:

(A) OPTION PERIOD TWO, CONTRACT LINE ITEM NUMBERS (CLIN) 7300 AND 9300 ARE HEREBY EXERCISED IN ACCORDANCE WITH FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT. THE PERIOD OF PERFORMANCE (POP) IS 01 JUNE 2018 TO 31 MAY 2019.

(B) CEILING FROM CLIN 7300 IS HEREBY [REDACTED]. LABOR HOURS ON CLIN 7300 ARE HEREBY [REDACTED]. THE CEILING AND LABOR HOURS ARE HEREBY MOVED TO INITIATE AND FULLY FUND THE FOLLOWING CLIN/SUB-LINE ITEM NUMBER (SLIN):

CLIN	SLIN	COST	FEE	CPFF
7301	7301AA	[REDACTED]	[REDACTED]	[REDACTED]

(C) CEILING FROM CLIN 9300 IS HEREBY [REDACTED]. THE CEILING IS HEREBY MOVED TO INITIATE AND FULLY FUND THE FOLLOWING CLIN/SLIN:

CLIN	SLIN	CPFF
9301	9301AA	[REDACTED]

(D) SECTION F OF THE BASIC TASK ORDER - DELIVERIES OR PERFORMANCE - IS REVISED TO INCLUDE THE INDIVIDUAL PERIODS OF PERFORMANCE FOR SLINS 7301AA AND 9301AA.

(E) SECTION G OF THE BASIC TASK ORDER - CONTRACT ADMINISTRATION DATA - IS HEREBY REVISED TO REMOVE FRANICS X. DUGGAN, JR. AS CONTRACTING OFFICER, AND REPLACE WITH MICHAEL T VANDEMARK.

(F) SECTION G OF THE BASIC TASK ORDER - CONTRACT ADMINISTRATION DATA - IS HEREBY REVISED TO REMOVE STEPHEN STEWART AS OMBUDSMAN, AND REPLACE WITH DAVID WALZ.

(G) CLAUSE 83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008), SECTION H, IS HEREBY UPDATED TO REFLECT THE MOST RECENT WAGE DETERMINATION.

2. ALL OTHER TERMS AND CONDITIONS OF THIS ORDER REMAIN THE SAME.

3. A CONFORMED COPY OF THIS TASK ORDER IS ATTACHED TO THIS MODIFICATION FOR INFORMATIONAL PURPOSES ONLY.

4. ACCOUNTING AND APPROPRIATION SUMMARY FOR THE PAYMENT OFFICE:

(A) The total amount of funds obligated to the task is hereby [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7301AA	WCF	[REDACTED]	[REDACTED]	[REDACTED]
9301AA	WCF	[REDACTED]	[REDACTED]	[REDACTED]

(B) The total value of the order is hereby [REDACTED]

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[REDACTED]

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7300	[REDACTED]	[REDACTED]	[REDACTED]
7301AA	[REDACTED]	[REDACTED]	[REDACTED]
9300	[REDACTED]	[REDACTED]	[REDACTED]
9301AA	[REDACTED]	[REDACTED]	[REDACTED]

(C) SECTION G OF THE BASIC TASK ORDER - ACCOUNTING DATA - IS REVISED TO INCLUDE THE FOLLOWING:

7301AA **130071570800001** [REDACTED] **LLA :**
AD 97X4930 NH6A 254 77777 0 050120 2F 000000 A00004537347
Funding expires 05/31/2019.

9301AA **130071570800002** [REDACTED] **LLA :**
AD 97X4930 NH6A 254 77777 0 050120 2F 000000 A00004537347
Funding expires 05/31/2019.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000 Inventory Warehouse Management Services in Support of Code 1022 ████████

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R706	Base Labor; SCC Funds (WCF)	████████	█	████████	████████	████████
7101							████████
7101AA	R706	AA ██████████ (Type of Funds: SCC; FY of funds: N/A; Customer Code: 00M; Sponsor: NUWC DIVNPT 00M2; TI -00M2-16-01 Supply Management) (WCF)	████████	█	████████	████████	████████
7101AB	R706	AB ██████████ FY of Funds: N/A; Type of Funds: SCC; Customer Code: 107; Sponsor: NUWC DIVNPT 107; TI#: TI-00M2-16-03 (WCF)	████████	█	████████	████████	████████
7200	R706	Option Period 1; SCC Funds (WCF)	████████	█	████████	████████	████████
7201							████████
7201AA	R706	Option Year One Support Services (WCF)	████████	█	████████	████████	████████
7201AB	R706	Option Year One Support Services Mod 6 - Incremental funding for ██████████ ██████████ Mod 7 - Incremental funding for ██████████ ██████████. Mod 9 - Incremental funding for ██████████ ██████████. (WCF)	████████	█	████████	████████	████████
7300	R706	Option Period 2; SCC Funds (WCF)	████████	█	████████	████████	████████
7301							████████
7301AA	R706	Option Year Two Support Services (WCF)	████████	█	████████	████████	████████
7400	R706	Option Period 3; SCC Funds (WCF) Option	████████	█	████████	████████	████████
7500	R706	Option Period 4; SCC Funds (WCF) Option	████████	█	████████	████████	████████

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		Contract Data Requirements List, (CDRL) for 7000 Series, Not Separately Priced	█	█			█

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		Prime and Subcontractor Travel and Materials (with burdens, no fee)			█
9100	R706	Base ODCs in support of CLIN 7100; SCC Funds (WCF)	█	█	█
9101					█
9101AA	R706	AA █ (Type of Funds: SCC; FY of funds; N/A; Customer Code: 00M; Sponsor: NUWC DIVNPT 00M2; TI -00M2-16-01 Supply Management;) (WCF)	█	█	█
9200	R706	Option 1, ODCs in support of CLIN 7200; SCC Funds (WCF)	█	█	█
9201					█
9201AA	R706	Option Year One ODCs Mod 7 - Incremental funding for █. (WCF)	█	█	█
9300	R706	Option 2, ODCs in support of CLIN 7300; SCC Funds (WCF)	█	█	█
9301					█
9301AA	R706	Option Year Two ODCs (WCF)	█	█	█
9400	R706	Option 3, ODCs in support of CLIN 7400; SCC Funds (WCF) Option	█	█	█
9500	R706	Option 4, ODCs in support of CLIN 7500; SCC Funds (WCF) Option	█	█	█

FEE TABLE (JUL 2012)

Labor CLIN	Labor Hours	Estimated Cost	Fixed Fee	Total	Fee Rate per Hour	Fee Percentage
7100	█	█	█	█	█	█
7200	█	█	█	█	█	█
7300	█	█	█	█	█	█
7400	█	█	█	█	█	█
7500	█	█	█	█	█	█

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-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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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-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

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.

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

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

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COSTTYPE) (FEB 1997)

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work (SOW) Inventory Management and Warehouse Management

1.0 BACKGROUND AND OBJECTIVES

The Infrastructure Support Branch (Code 1022) has been tasked to provide a centralized Inventory Management and Warehouse Management (IM/WM) contract for the Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) and its detachments. This will align NUWC DIVNPT Operating Materials and Supplies (OM&S) and sponsor owned equipment within the system of record, Navy Enterprise Resource Planning Program (N-ERP).

The centralized IM/WM approach will:

- Standardized processes by streamlining and optimizing operations
- Identify and catalog all OM&S and equipment into N-ERP
- Build an interdependent team with focus on cross-training

Inventory and Warehouse Management is an essential pillar in achieving financial compliance, accountability and audit readiness. A key capability for NUWC is the ability to track and measure key metrics associated with the receipt, stowage and distribution of material that is warehoused for stock, direct turn-over, operations and logistic purposes. The operation maintains compliance with Federal, State, DoD, SECNAV and NAVSEA laws and directives.

Sponsor for this work is Naval Undersea Warfare Center Division Newport (NUWC DIVNPT), who has determined NWCF funds may be used for the performance of the tasks. The work to be performed under this SOW falls within the scope of paragraphs 3.11, 3.17, and 3.21 of the SEAPORT-e basic Contract Statement of Work.

2.0 SCOPE

The technical requirements (4.1) Inventory and Warehouse Management, (4.2) Identification and Catalog, and (4.3) Transportation Service are outlined in this SOW. The contractor shall perform the following three primary tasks for IM/WM for NUWC DIVNPT and its detachments.

- Management of existing OM&S that is cataloged and managed in N-ERP
- Identification and cataloging OM&S and equipment into N-ERP
- Local transportation service of OM&S and equipment.

The material is physically located in various storage facilities. The Government will retain overall accountability of IM/WM. The contractor may be required to perform any or all SOW tasks across NUWC DIVNPT, its detachments, and contractor facilities.

Locations include Groton, CT; New London, CT; Niantic, CT; Northampton, MA; Woods Hole, MA; Dresden, NY; Fishers Island, NY; Manassas, VA; Williamsburg, VA; Norfolk, VA; Virginia Beach, VA; Chesapeake, VA; Newport News, VA; Kings Bay, GA; Pearl Harbor, HI; Bangor, WA; Bremerton, WA; Keyport, WA; Seattle, WA; Sylmar, CA; Port Hueneme, CA; San Diego, CA; Okahumpka, FL; Kittery, ME; Portsmouth, NH; Santa Rita,

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Guam; Mayport, FL; Jacksonville, FL; West Palm Beach, FL; and Andros Island, The Bahamas.

The SOW tasks will be performed in a two-phased approach:

(1) Phase one the contractor shall immediately take IM/WM operation of Code 10 managed warehouses: buildings 4 and 47. Current inventory is established in N-ERP.

(2) Phase two covers all efforts outside of Code 10 managed warehouses. This is a phased effort, starting with physical inventory and leading to operational warehouse control. All other locations, identified above, will be phased-in via Technical Instructions (TI). The Government anticipates an increased effort necessary to support phase two.

3.0 APPLICABLE DOCUMENTS

The following documents are required to be met and for official documentation formats to be used performing work under this contract. Technical Instructions may specify additional applicable documents. Applicable documents required to perform this statement of work will be provided as Government Furnished Information (GFI).

Number	Name	Task Number
3.1	NUWC Newport OM&S User's Guide	4.1.1, 4.1.2.1
3.2	DoD 4140.1-R, Material Management Regulation	4.1.2.1
3.3	DoD 7000.14-R, Financial Management Regulation	4.1.2.1, 4.1.2.2
3.4	NAVSUP P-723, Navy Inventory Integrity Procedures	4.1.2.1, 4.1.2.2
3.5	SECNAVINST 4440.34, Implementation of Item Unique Identification within the Department of the Navy	4.1.3
3.6	Code 1022 Infrastructure Support Branch Warehouse Management User's Guide	4.1.1, 4.1.4, 4.3.1
3.7	SECNAVINST 4855.5 (series), Product Data Reporting and Evaluation Program	4.1.5
3.8	NUWC DIVNPTINST 4855.3 (series), Product Data Reporting and Evaluation Program	4.1.5
3.9	NUWC DIVNPTINST 4570.1 (series), Disposal of Excess, Salvage, and Scrap Material and Automated Data Processing Equipment	4.1.6
3.10	Infrastructure Support Branch Disposal Program Manual	4.1.6
3.11	Newport Material Master and Extension Desk Guide	4.2
3.12	NAVSEA 0924-062-0010 (series), Submarine Safety (SUBSAFE) Requirements Manual	4.1.1
3.13	NAVSEA 0948-LP-045-7010, Material Control Standard (Non-Nuclear)	4.1.1
3.14	NUWC DIVNPTINST 4855.8 series, NUWC DIVNPT Submarine Safety (SUBSAFE) Requirements Manual (Non-Nuclear)	4.1.1
3.15	SECNAV M-5510.36, DoN Information Security Program	4.1.1
3.16	NAVSUP P-485 Volume III, Ashore Supply	4.1.1, 4.1.2.1
3.17	NAVSEA Inventory Accuracy Program	4.1.2.1

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3.18	Physical Inventory Schedule	4.1.2.1
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4.0 TECHNICAL REQUIREMENTS

The contractor shall conduct inventory and warehouse operations to fulfill the requirements of this SOW. The contractor shall execute government-provided processes as outlined in applicable documents 3.1-3.18 and the Performance Requirements Summary (PRS) Table (Attachment #1).

The contractor shall query data to meet regular and ad hoc requirements per tasking inbox or weekly tasking/status meetings attended by government and contractor resources in accordance with applicable documents 3.1-3.18. Data will be provided as GFI 6.1–6.8. Technical instructions will be provided for any unusual assignments or those that vary from established procedures. The government will provide Navy ERP and Controlled Material Handler training to warehouse personnel as necessary. The tasks and duties to be performed shall include the following as well as ancillary tasks:

4.1. INVENTORY AND WAREHOUSE MANAGEMENT

4.1.1 GOODS MOVEMENT

In accordance with applicable documents 3.6 and 3.15-3.16, the contractor shall physically receive, issue, and transfer OM&S and equipment to include loading, offloading, stowage, and distribution.

Applicable documents 3.12-3.14 provide requirements for handling of controlled material which also established qualification standards for Controlled Material Handlers (CMH). The contractor shall use GFI 6.5-6.8 when handling controlled material.

The contractor shall provide Material Handling Equipment (MHE) necessary to physically perform goods movements.

The contractor shall perform all N-ERP IM/WM transactions (i.e. goods issue, goods receipt, etc...) in accordance with applicable documents 3.1 and GFI 6.1 and 6.2.

4.1.2 PHYSICAL INVENTORY

4.1.2.1 The contractor shall perform physical inventories to meet NAVSEA inventory accuracy requirements established in applicable document 3.17. The contractor shall adhere to the Physical Inventory Schedule established in applicable document 3.18. In accordance with applicable documents 3.1 and 3.16-3.17, the contractor shall identify and reconcile all differences between physical inventory count and stock record.

4.1.2.2 In accordance with applicable document 3.6, the contractor shall conduct spot inventories when requested.

4.1.3 ITEM UNIQUE IDENTIFICATION (IUID)

In accordance with applicable document 3.5, the contractor shall identify, report, and track material within the Item Unique Identification (IUID) Department of Defense (DoD) Registry.

4.1.4 KITTING

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The contractor shall conduct kitting functions in accordance with applicable document 3.6. This consists of issuing and consolidating material according to government-provided material list.

4.1.5 MATERIAL REPORTING

In accordance with applicable documents 3.7 and 3.8, the contractor shall use Product Data Reporting and Evaluation Program (PDREP) system to submit Material Inspection Records (MIR), Supply Discrepancy Reports (SDR), and Product Quality Deficiency Reports (PQDR) for material.

4.1.6 DISPOSAL

In accordance with applicable documents 3.9 and 3.10, the contractor shall process material identified for disposal.

4.1.7 SUPPLY SCREENING

The contractor shall conduct supply screening, material identification, and sourcing using standard logistic tool applications.

4.2 IDENTIFICATION AND CATALOG

The contractor shall conduct material research; identify, screen, and catalog in N-ERP all OM&S and equipment to a Unique Material Master (UMM), manufacturer's part number and Commercial and Government Entity (CAGE) Code. The estimated quantity of OM&S line items by location in need of material research is identified with GFI 6.4. In accordance with applicable document 3.11, the contractor shall request new UMMs and UMM extensions as necessary to catalog in N-ERP.

4.3 TRANSPORTATION SERVICE

4.3.1 The contractor shall provide morning and afternoon deliveries and pick-ups from various IM/WM locations to and from the end customer in accordance with GFI 6.4. The contractor shall load and unload vehicles to facilitate material movements. In accordance with applicable document 3.6, the Contractor shall perform inventory related ad-hoc moving services as requested by Material Requests.

4.3.2 The contractor shall protect all property against inclement weather during loading and unloading operations. The contractor shall perform transportation services in accordance with prudent practices which ensure the safety of government and contractor personnel, and property.

4.4 CONTRACTOR FURNISHED RESOURCES AND EQUIPMENT

The contractor is responsible for all necessary material handling equipment which may include: vehicles with lift gates, forklift trucks not to exceed 6,000 pound capacity or other warehouse equipment to facilitate goods movements and transportation services. The contractor shall also be responsible for all necessary material and tools required for safe transportation.

Contractor employees shall be certified/licensed prior to operating material handling equipment including, but not limited to, forklifts and hydraulic lifts. At a minimum, a current valid state driver's license and Material Handling Equipment Certificate is required for all employees operating material handling equipment. Training and

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certification shall be in accordance with OSHA standards. The contractor shall provide, to the COR, the most current, valid proof of training and certification meeting OSHA standards.

4.5 HOURS OF OPERATION

The contractor shall provide support five days per week, eight hours per day Monday through Friday, core business hours are 0900 -1500, except recognized Federal holidays

4.6 EMERGENCY/AFTER-HOURS SUPPORT

The contractor shall be accessible and available for recall on-site within two hours for emergent material requirements outside standard work hours and on weekends/holidays. Overtime hours will be authorized by the COR.

4.7 CAUSATIVE RESEARCH

The contractor shall identify material handling discrepancies, complete causative research and provide recommendations to correct and/or avoid recurrence of the discrepancy.

In accordance with applicable documents 3.4 and 3.16, the contractor shall identify inventory discrepancies, complete causative research and provide recommendations to correct and/or avoid recurrence of the discrepancy.

The contractor shall provide Causative Research in accordance with DD Form 1423-1, Contract Data Requirements List A001.

5.0 PROGRESS REPORTS

The contractor shall report all actions in accordance with Contract Clause C16 Cost and Performance Reporting (NOV 2011).

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

GFI, as identified below, shall be provided to the contractor during the performance of this contract. The government functional area lead will deliver electronically or post to a shared folder accessible to the contractor.

Number	Name	Task Number
6.1	OM&S Weekly Metric	4.1.1
6.2	"DTO" Goods Issue Transactions	4.1.1
6.3	Physical Inventory Schedule	4.1.2.1
6.4	N-ERP Transition Status Report	4.2
6.5	SUBSAFE Functional Audit Guide	4.1.1
6.6	Material Control Receipt Inspection Checklist	4.1.1
6.7	Material Control Storage Inspection Checklist	4.1.1
6.8	Material Control Preparation for Shipment Checklist	4.1.1

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The following Clauses are incorporated by Full Text:

CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) LANGUAGE (OCT 2012)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, RI (N66604) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

HQ C-1-0001 ITEMS: CLIN 7999 - 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, 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.

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

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-2-0037 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).

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(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 recompetition 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.

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(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.

(n) Compliance with this requirement is a material requirement of 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

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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.

C16S COST AND PERFORMANCE REPORTING (OCT 2012)

(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 Wide Area Workflow (WAWF). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

(c) The Contractor's Performance 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.

(1) Access:

(a) eCRAFT: Reports are uploaded through the Electronic Cost Reporting and Financial Tracking (eCRAFT) System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx> under eCRAFT information. The eCRAFT e-mail address for report submission is: [REDACTED] If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(b) WAWF: See Section G – Clause HQ G-2009 and 252.232-7006.

(2) Format.

(a) eCRAFT: Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft) as defined in the EPRU manual.

(b) Contractor's Performance Report: The pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is mandatory.

(3) Scope and Content. Costs incurred under this contract/task order are to be segregated at the lowest level of performance, either task, subtask or Technical Instruction (TI), rather than on a total task contract/order basis.

(a) eCRAFT: Supporting documentation in eCRAFT shall include summaries of work charged during the period covered.

(b) Contractor's Performance Report:

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report

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title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart, including the addition/deletion of any subcontractors and key personnel.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results. This shall be a full breakdown, including locations, names of the people who travelled, and costs.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as technical instructions, e-mails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(4) Submission and Approval.

(a) The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice into WAWF. The amounts shall be same. eCRAFT Approval will be indicated by e-mail notification from eCRAFT.

(b) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 59.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: <http://www.opm.gov/forms/index.asp>

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or

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otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLC.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWC DIVNPT site. This document is available under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWC DIVNPT site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWC DIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External ISO14001_2009 Training.pdf

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWC DIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2012)

(a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address: <http://www.dtic.mil/whs/directives/corres/pdf/858201p.pdf>

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

(c) Contractor personnel that have not been briefed on DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

(d) *Subcontracts.* If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

557S EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(a) The Government has determined that this procurement is an exception to the Electronic and

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Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194).

(b) Notwithstanding that an exception exists, the Contractor may furnish items or services provided under this order that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

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SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 DATA PACKAGING 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.

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)

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SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

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

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.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7100	6/1/2016 - 5/31/2017
7101AA	6/1/2016 - 5/31/2017
7101AB	1/23/2017 - 5/31/2017
7200	6/1/2017 - 5/31/2018
7201AA	6/1/2017 - 5/31/2018
7201AB	8/4/2017 - 5/31/2018
7300	6/1/2018 - 5/31/2019
7301AA	6/1/2018 - 5/31/2019
9100	6/1/2016 - 5/31/2017
9101AA	6/1/2016 - 5/31/2017
9200	6/1/2017 - 5/31/2018
9201AA	6/1/2017 - 5/31/2018
9300	6/1/2018 - 5/31/2019
9301AA	6/1/2018 - 5/31/2019

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:

7100	6/1/2016 - 5/31/2017
7101AA	6/1/2016 - 5/31/2017
7101AB	1/23/2017 - 5/31/2017
7200	6/1/2017 - 5/31/2018
7201AA	6/1/2017 - 5/31/2018
7201AB	8/4/2017 - 5/31/2018
7300	6/1/2018 - 5/31/2019
7301AA	6/1/2018 - 5/31/2019
9100	6/1/2016 - 5/31/2017
9101AA	6/1/2016 - 5/31/2017
9200	6/1/2017 - 5/31/2018
9201AA	6/1/2017 - 5/31/2018
9300	6/1/2018 - 5/31/2019
9301AA	6/1/2018 - 5/31/2019
7400	6/1/2019 - 5/31/2020
7500	6/1/2020 - 5/31/2021

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9400

6/1/2019 - 5/31/2020

9500

6/1/2020 - 5/31/2021

CLIN	Funding	Base or Option #	Period of Performance
7100 / 9100	WCF/SCC	Base	6/1/2016 - 5/31/2017
7200 / 9200	WCF/SCC	Option 1*	6/1/2017 - 5/31/2018
7300 / 9300	WCF/SCC	Option 2*	6/1/2018 - 5/31/2019
7400 / 9400	WCF/SCC	Option 3*	6/1/2019 - 5/31/2020
7500 / 9500	WCF/SCC	Option 4*	6/1/2020 - 5/31/2021

*** If option is exercised**

PERIOD OF PERFORMANCE NOTE: The option periods of performance are estimated and projected for planning purposes. 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 12 months. The overall Period of Performance of this task order shall not exceed five (5) years from the effective date of the Task Order.

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.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at Naval Undersea Warfare Center, Newport, or other locations, as required by the Statement of Work and Technical Instructions.

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

NOTE TO THE PAYMENT OFFICE (JAN 2012)

DFARS PGI 204.7108 (d)(2)

252.204-0001 Line Item Specific: SINGLE FUNDING (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

COST VOUCHER

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

NOT APPLICABLE

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	[REDACTED]
Issue By DoDAAC	[REDACTED]
Admin DoDAAC	[REDACTED]
Inspect By DoDAAC	[REDACTED]
Ship To Code	[REDACTED]
Ship From Code	[REDACTED]
Mark For Code	[REDACTED]
Service Approver (DoDAAC)	[REDACTED]
Service Acceptor (DoDAAC)	[REDACTED]
Accept at Other DoDAAC	[REDACTED]
LPO DoDAAC	[REDACTED]
DCAA Auditor DoDAAC	[REDACTED]
Other DoDAAC(s)	[REDACTED]

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

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

[REDACTED]

[REDACTED]

(g) WAWF point of contact.

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

[REDACTED]

[REDACTED]

(2) *For technical WAWF help, contact the WAWF helpdesk at [REDACTED].*

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

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

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)

(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. 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.

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(c) The Contracting Officer is:

[REDACTED]

(d) The Task Order Negotiator is:

[REDACTED]

(e) Ombudsman for the Naval Undersea Warfare Center Division, Keyport, WA, is:

[REDACTED]

(f) The Contracting Officer's Representative (COR) for this task order is:

[REDACTED]

The COR is responsible for those specific functions assigned in the COR Appointment Letter.

(g) The Contractor's Contractual Representative is:

[REDACTED]

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

(2) The function of FAR 42.302(b)(6).

(c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

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

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

Accounting Data

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[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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.

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] 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 continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

Note: 100% of the labor hours are anticipated to be performed at the Government Site; 0% of the labor hours are anticipated to be performed at the Contractor Facilities.

The term of each CLIN is defined in Section F of the Task Order.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

[REDACTED]

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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(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.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by 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.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth in **Attachment #2**, 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 items listed in Attachment # 2 for use in the performance of this contract.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H81X TRAVEL RESPONSIBILITIES (OCT 2011)

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at (<http://www.defensetravel.dod.mil/Docs/CarRentalAgreement.pdf>) the

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government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below

Wage Determination # 15-4089 Revision: 07, dated 12 April 2018

The above Wage Determinations (WD) can be accessed from the following website:

<http://www.wdol.gov/>

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows:

1. Were these services previously performed at this locality under an SCA-Covered contract? NO
2. Are any of the employees performing work subject to a CBA? NO
3. Are the contract services to be performed listed below as Non-Standard Services? N/A
4. Were these services previously performed under an SCA wage determination that ends in an even number? Example: 1994-2104; or 1994-2114. N/A

The site will provide the appropriate WD.

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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)
- 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement 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 (JUL 2013)
- 52.204-13 System for Award Management Maintenance (JUL 2013)
- 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
- 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014).
- 52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort (OCT 2009)
- 52.215-23 Limitation on Pass Through Charges (OCT 2009)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-8 Utilization of Small Business Concerns (OCT 2014)
- 52.219-14 Limitations on Subcontracting (NOV 2011)
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies (JAN 2014)

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- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAY 2007)
- 52.222-35 Equal Opportunity for Veterans (JUL 2104)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
- 52.222-37 Employment Reports on Veterans (JUL 2014)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-41 Service Contract Act of 1965 (MAY 2014)
- 52.222-50 Combating Trafficking in Persons (MAR 2015)
- 52.222-54 Employment Eligibility Verification (AUG 2013)
- 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)
- 52.223-18 Encouraging Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- 52.225-13 Restriction on Certain Foreign Purchases (JUN 2008)
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (DEC 2012)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.232-20 Limitation of Cost (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 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 (JUN 1985)
- 52.233-4 Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.242-1 Notice of Intent to Disallow Costs (Apr 1984)
- 52.243-2 Changes Cost Reimbursement, Alternate I (Apr 1984)
- 52.244-6 Subcontracts for Commercial Items (MAR 2015)
- 52.245-1 Government Property (APR 2012)
- 52.245-9 Use and Charges (APR 2012)

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52.246-23 Limitation of Liability (FEB 1997)

52.246-25 Limitation of Liability-Services (FEB 1997)

52.251-1 Government Supply Sources (APR 2012)

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)

252.203-7004 Display of Fraud Hotline Poster(s) (JAN 2015)

252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)

252.204-7000 Disclosure of Information (AUG 2013)

252.204-7003 Control of Government Personnel Work Product (APR 1992)

252.204-7004 System for Award Management Alternate A (FEB 2014)

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)

252.211-7007 Reporting of Government-Furnished Property (AUG 2012)

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)

252.232-7010 Levies on Contract Payments (DEC 2006)

252.225-7048 Export Controlled Items (JUN 2013)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)

252.235-7011 Final Scientific or Technical Report (JAN 2015)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

252.245-7002 Reporting Loss of Government Property (APR 2012)

252.245-7003 Contractor Property Management System Administration (APR 2012)

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252.245-7004 Reporting, Reutilization, and Disposal (MAR 2015)

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 (JUL 2013)

(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 System for Award Management database at <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 consists 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 FAPIS 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 FAPIS 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 FAPIS 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 the 7 calendar days of the posting to FAPIS.

(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 FAPIS 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) (SEP 2009)

(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.

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Option No.	CLIN	Fund Type	Exercise Date No Later Than
1	7200 & 9200	WCF	6/1/2017
2	7300 & 9300	WCF	6/1/2018
3	7400 & 9400	WCF	6/1/2019
4	7500 & 500	WCF	6/1/2020

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

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

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 Alternate I (Jun 2007)

(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.

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“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 of the 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 simplified 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:

(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: **Any new subcontracts not approved in the original task order award.**

(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 by other 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 objective and 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, complete, or current; the action taken by the Contractor and the subcontractor; and the extent 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

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

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) 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].

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SECTION J LIST OF ATTACHMENTS

Exhibit A: DD Form 1423 - Contract Data Requirements List

Attachment 1: Performance Requirements Summary Table

Attachment 2: Government Property Made Available

Attachment 3: DD Form 254 - Contract Security Classification Specification (Mod 05)

Attachment 4: Approved Key Personnel (Mod 8)