

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NUMBER P00025	3. EFFECTIVE DATE 05/13/2021	4. REQUISITION/PURCHASE REQUISITION NUMBER 1300840825	5. PROJECT NUMBER <i>(If applicable)</i> N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue [REDACTED]	CODE N61331	7. ADMINISTERED BY <i>(If other than Item 6)</i> DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 [REDACTED]	CODE S2101A	SCD C
8. NAME AND ADDRESS OF CONTRACTOR <i>(Number, street, county, State and ZIP Code)</i> AVIAN, Inc. 22111 Three Notch Road [REDACTED]		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER		
		<input type="checkbox"/> 9B. DATED <i>(SEE ITEM 11)</i>		
		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-14-D-7635/N6133118F3010		
		10B. DATED <i>(SEE ITEM 13)</i> 02/23/2018		
CODE 345J8	FACILITY CODE 137893942			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

SEE SECTION G

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

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

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

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

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i> [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> [REDACTED]	
15B. CONTRACTOR/OFFEROR [REDACTED] <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 05/13/2021	16B. UNITED STATES OF AMERICA [REDACTED] <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 05/13/2021

General Information

The purpose of this modification is to de-obligate [REDACTED] Accordingly, said task order is modified as follows.

1. De-obligate [REDACTED] from [REDACTED].
2. De-obligate [REDACTED] from [REDACTED].
3. The total amount of funds obligated to the task order is hereby decreased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	Fund Type	From	By	To
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

4. The total value of the task order is hereby increased/decreased from [REDACTED] by [REDACTED] to [REDACTED].
5. The amounts presently available and allotted for payment of cost for incrementally funded SLINs is set forth in NAVSEA clause 5252.232-9104 Allotment of Funds (JAN 2008) located in Section H.

Except as provided by this modification, all other terms, conditions and level of effort remain unchanged and in full force and effect. A conformed copy of this task order is attached to this modification for informational purposes only.

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 61
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00178-14-D-7635		2. DELIVERY ORDER/CALL NO. N6133118F3010		3. DATE OF ORDER/CALL (YYYYMMDD) 2021MAY13	4. REQUISITION/PURCH REQUEST NO. 1300840825
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue		CODE N61331	7. ADMINISTERED BY (if other than 6) DCMA Baltimore 217 EAST REDWOOD STREET		CODE S2101A
9. CONTRACTOR NAME AND ADDRESS AVIAN, Inc. 22111 Three Notch Road		CODE 345J8	FACILITY 137893942	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	8. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER <input type="checkbox"/> (See Schedule if other)
				12. DISCOUNT TERMS Net 30 Days WAWF	11. X IF BUSINESS IS SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED <input type="checkbox"/>
14. SHIP TO SEE SECTION F		CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264		CODE HQ0338
					MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
16. TYPE OF ORDER	DELIVERY/ CALL <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
	PURCHASE <input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein.			
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
AVIAN, Inc.		Jeannine Harris		Sr Contracts Manager	
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE	
				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:					
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT
	SEE SCHEDULE				
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA	25. TOTAL
				BY: [Redacted]	05/13/2021
					26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
d. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER	
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		35. BILL OF LADING NO.		
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	LABOR (BASE YEAR) MVCS. See Section B, Notes A&D. Non-personal services to provide Multiple Vehicle Communication System (MVCS) production program management and Depot facility IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Exhibit A, and all other Section J attachments. (Fund Type - TBD)		Labor Hours			
700001	R425	PR# 1300694839. Incremental funding in the amount of [REDACTED] in support of CLIN 7000, Labor. 10 U.S.C.2410A AUTHORITY IS BEING INVOKED (O&MN,N)					
700002	R425	PR# 1300703989. Incremental funding in the amount of [REDACTED] in support of CLIN 7000, Labor. 10 U.S.C.2410A AUTHORITY IS BEING INVOKED (O&MN,N)					
700003	R425	PR# 1300705909. Incremental funding in the amount of [REDACTED] in support of CLIN 7000, Labor. SOW PARS: 3.1.1 & 3.3. (SCN)					
700004	R425	PR# 1300705909. Incremental funding in the amount of [REDACTED] in support of CLIN 7000, Labor. SOW PARS: 3.1.2 & 3.4. (SCN)					
700005	R425	PR# 1300705909. Incremental funding in the amount of [REDACTED] in support of CLIN 7000, Labor. SOW PARS: 3.1.9. (SCN)					
700006	R425	PR# 1300705909. Incremental funding in the amount of [REDACTED] in support of CLIN 7000, Labor. SOW PARS: 3.4 & 3.6. (SCN)					
700007	R425	PR# 1300718374. Incremental funding in the amount of [REDACTED] in support of CLIN 7000, Labor. SOW PARS: 3.1 & 3.6. 10 U.S.C. 2410A Authority is being invoked. (O&MN,N)					
700008	R425	PR# 1300719105. Incremental funding in the amount of [REDACTED] in support of CLIN 7000, Labor. (WCF)					
700009	R425	PR#: 1300733435. Incremental funding in the amount of [REDACTED] in support of CLIN 7000, Labor. (OPN)					
700010	R425	PR# 1300740625. Incremental funding in the amount of [REDACTED] in support of CLIN 7000, Labor. 10 U.S.C. 2410(a) Authority is being invoked. (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R425	LABOR (OPTION 1) MVCS - See Section B, Notes A&D. Non-personal services to provide Multiple Vehicle Communication System (MVCS) production program management and Depot facility IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Exhibit A, and all other Section J attachments. (Fund Type - TBD)		Labor Hours			
700101	R425	INCREMENTAL FUNDING FOR					
700102	R425	INCREMENTAL FUNDING FOR					
700103	R425	INCREMENTAL FUNDING FOR					
700104	R425	INCREMENTAL FUNDING FOR					
700105	R425	INCREMENTAL FUNDING FOR					
700106	R425	INCREMENTAL FUNDING FOR					
700107	R425	INCREMENTAL FUNDING FOR					
700108	R425	INCREMENTAL FUNDING FOR					
7002	R425	LABOR (OPTION 2) MVCS - See Section B, Notes A&D. Non-personal services to provide Multiple Vehicle Communication System (MVCS) production program management and Depot facility IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Exhibit A, and all other Section J attachments. (Fund Type - TBD)		Labor Hours			
700201	R425	Incremental Funding added to labor.					
700202	R425	Incremental Funding added to labor.					
700203	R425	Incremental Funding added to labor.					
700204	R425	Incremental Funding added to labor.					
700205	R425	Incremental funding. 10 U.S.C.2410A AUTHORITY IS BEING INVOKED.					
700206	R425	Incremental funding. 10 U.S.C.2410A AUTHORITY IS BEING INVOKED.					
700207	R425	Incremental funding added to labor					
700208	R425	Incremental funding for Labor.					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7003	R425	CEILING REALIGNED TO CLIN 7100 (Fund Type - TBD) Option	█	Labor Hours	█	█	█
7004	R425	CEILING REALIGNED TO CLIN 7200 (Fund Type - TBD) Option	█	Labor Hours	█	█	█
7100		LABOR (OPTION 3) MVCS - See Section B, Notes A&D. Non-personal services to provide Multiple Vehicle Communication System (MVCS) production program management and Depot facility IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Exhibit A, and all other Section J attachments.					
7100AA	R425	CEILING REALIGNED FROM 7003 (Fund Type - TBD)	█	Labor Hours	█	█	█
7100AB	R425	Incremental Funding. (█)	█	Labor Hours	█	█	█
7200		LABOR (OPTION 4) MVCS - See Section B, Notes A&D. Non-personal services to provide Multiple Vehicle Communication System (MVCS) production program management and Depot facility IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Exhibit A, and all other Section J attachments.					
7200AA	R425	CEILING REALIGNED FROM 7004 (Fund Type - TBD) Option	█	Labor Hours	█	█	█

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	MVCS - ODC Material for Spares (BASE YEAR)- See Section B, Note C. Other Direct Costs (ODCs) for Spares in support of CLIN 7000. ODCs are non-fee bearing. (Fund Type - TBD)	█	Lot	█
900001	R425	PR# 1300705909. Incremental funding in the amount of █ in support of CLIN 7000, ODCs. SOW PARS: 3.4. (SCN)			
900002	R425	PR# 1300705909. Incremental funding in the amount of █ in support of CLIN 7000, ODCs. SOW PARS: 3.4. (SCN)			
900003	R425	PR#: 1300733435. Incremental funding in the amount of █. (OPN)			
900004	R425	PR# 1300740625. Incremental funding in the amount of █. 10 U.S.C. 2410(a) Authority is being invoked. (O&MN,N)			
9001	R425	MVCS - ODC Material for Spares (OPTION 1)- See Section B, Note C. Other Direct Costs (ODCs) for Spares in	█	Lot	█

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		support of CLIN 7001. ODCs are non-fee bearing. (Fund Type - TBD)			
900101	R425	Incremental funding for [REDACTED]			
900102	R425	Incremental funding for [REDACTED].			
900103	R425	Incremental funding for [REDACTED]. ([REDACTED])			
9002	R425	MVCS - ODC Material for Spares (OPTION 2)- See Section B, Note C. Other Direct Costs (ODCs) for Spares in support of CLIN 7002. ODCs are non-fee bearing. (Fund Type - TBD)	[REDACTED]	Lot	[REDACTED]
900201	R425	Incremental funding added for ODC Material for Spares. ([REDACTED])			
900202	R425	Incremental funding added for ODC Material for Spares. ([REDACTED])			
900203	R425	Incremental funding added for ODC Material for Spares. ([REDACTED])			
900204	R425	Incremental funding added for ODC Material for Spares ([REDACTED])			
900205	R425	Incremental funding added for ODC material for spares. ([REDACTED])			
9003	R425	REALIGNED TO CLIN 9020 (Fund Type - TBD) Option	[REDACTED]	Lot	\$ [REDACTED]
9004	R425	REALIGNED TO CLIN 9030 (Fund Type - TBD) Option	[REDACTED]	Lot	\$ [REDACTED]
9010	R425	MVCS - ODC Material for Repairs (BASE YEAR) - See Section B, Note C. Other Direct Costs (ODCs) for Repairs in support of CLIN 7000. ODCs are non-fee bearing. (Fund Type - TBD)	[REDACTED]	Lot	[REDACTED]
901001	R425	PR# 1300705909. Incremental funding in the amount of [REDACTED] in support of CLIN 7000, ODCs. SOW PARS: 3.1.3. (SCN)			
9011	R425	MVCS - ODC Material for Repairs (OPTION 1) - See Section B, Note C. Other Direct Costs (ODCs) for Repairs in support of CLIN 7001. ODCs are non-fee bearing. (Fund Type - TBD)	[REDACTED]	Lot	[REDACTED]
901101	R425	Incremental funding in the amount of [REDACTED]. (SCN)			
9012	R425	MVCS - ODC Material for Repairs (OPTION 2) - See Section B, Note C. Other Direct Costs (ODCs) for Repairs in support of CLIN 7002. ODCs are non-fee bearing. (Fund Type - TBD)	[REDACTED]	Lot	[REDACTED]
901201	R425	Incremental funding added for ODC Material for Repairs. ([REDACTED])			
901202	R425	Incremental funding for MVCS material for repairs ([REDACTED])			
9013	R425	CEILING REALIGNED TO CLIN 9040 (Fund Type - TBD) Option	[REDACTED]	Lot	\$ [REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9014	R425	REALIGNED TO CLIN 9050 (Fund Type - TBD) Option	█	Lot	█
9020		MVCS - ODC Material for Spares (OPTION 3) - See Section B, Note C. Other Direct Costs (ODCs) for Spares in support of CLIN 9003. ODCs are non-fee bearing.			
9020AA	R425	CEILING REALIGNED FROM CLIN 9003 (Fund Type - TBD)	█	Lot	█
9030		MVCS - ODC Material for Spares (OPTION 4) - See Section B, Note C. Other Direct Costs (ODCs) for Spares in support of CLIN 7200. ODCs are non-fee bearing.			
9030AA	R425	CEILING REALIGNED FROM CLIN 9004 (Fund Type - TBD) Option	█	Lot	█
9040		MVCS - ODC Material for Repairs (OPTION 3) - See Section B, Note C. Other Direct Costs (ODCs) for Repairs in support of CLIN 7003. ODCs are non-fee bearing.			
9040AA	R425	CEILING REALIGNED FROM CLIN 9013 (Fund Type - TBD)	█	Lot	█
9040AB	R425	Incremental funding (█)	█	Lot	█
9050		MVCS - ODC Material for Repairs (OPTION 4) - See Section B, Note C.			
9050AA	R425	CEILING REALIGNED FROM CLIN 9014 (Fund Type - TBD) Option	█	Lot	█
9100	R425	ODC TRAVEL - MVCS. See Section B, Note C. Other Direct Costs (ODCs) in support of the base year. ODCs are non-fee bearing. (Fund Type - TBD)	█	Lot	█
9200	R425	ODC TRAVEL - MVCS. See Section B, Note C. Other Direct Costs (ODCs) in support of the Option 1. ODCs are non-fee bearing. (Fund Type - TBD)	█	Lot	█
920001	R425	Incremental funding in the amount of █ for PR# 1300780045 █			
920002	R425	Incremental funding for █.			
920003	R425	Incremental funding for █ █			
9300	R425	ODC TRAVEL - MVCS. See Section B, Note C. Other Direct Costs (ODCs) in support of the Option 2. ODCs are non-fee bearing. (Fund Type - TBD)	█	Lot	█
930001	R425	Incremental funding added for travel. █			
930002	R425	Incremental funding added for travel. █			
930003	R425	Incremental funding added for Travel. █			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9400	R425	REALIGNED TO CLIN 9600 (Fund Type - TBD) Option	█	Lot	█
9500	R425	CEILING REALIGNED TO CLIN 9700 (Fund Type - TBD) Option	█	Lot	█
9600		ODC TRAVEL - MVCS. Section B, Note C. Other Direct Costs (ODCs) in support of the Option 3. ODCs are non-fee bearing.			
9600AA	R425	CEILING REALIGNED FROM CLIN 9400 (Fund Type - TBD)	█	Lot	█
9700		ODC TRAVEL - MVCS. See Section B, Note C. Other Direct Costs (ODCs) in support of the Option 4. ODCs are non-fee bearing.			
9700AA	R425	CEILING REALIGNED FROM CLIN 9500 (Fund Type - TBD) Option	█	Lot	█

NOTES:**NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d))**

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to each successful Offeror. Clause HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) (NAVSEA) (MAY 2010) clause applies to these Items.

NOTE B: OPTION

CLIN which may be unilaterally exercised.

NOTE C: ODC

Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

NOTE D: CONTRACTS CROSSING FISCAL YEARS

In accordance with DFARS 252.232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. Applicability of 10 U.S.C. 2410(a) authority will be specified at the SLIN level; the CLIN must begin in the fiscal year the appropriation would normally have been available.

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

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

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

(End of Text)

NAVSEA HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE

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

(End of Text)

NAVSEA 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.

FIXED FEE TABLE						
Section B Cost Items		Hourly Rates		Totals		
CLIN	Qty (Hrs)	Estimated Hourly Rate (Rate)	Fixed Fee/Hour (FF)	Fixed Fee Percentage	Fixed Fee (Hrs * FF)	Estimated Cost (Hrs * Rate)
█	█	█	█	█	█	█
█	█	█	█	█	█	█
█	█	█	█	█	█	█
█	█	█	█	█	█	█
█	█	█	█	█	█	█

(End of Text)

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

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

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

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

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

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

(End of Text)

NAVSEA HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

(End of Text)

Section C - Description/Specifications/Statement of Work

20 April 2017

PERFORMANCE WORK STATEMENT FOR

LITTORAL COMBAT SHIP (LCS) MULTI-VEHICLE COMMUNICATIONS SYSTEM (MVCS) PRODUCTION SUPPORT

1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWC PCD) is the Original Equipment Manufacturer (OEM) for the Multiple Vehicle Communication System (MVCS) deployed on the Littoral Combat Ship (LCS). This Performance Work Statement (PWS) defines the overarching requirements for production, modifications, parts procurement, maintenance, and logistics in support of non-legacy MVCS.

1.1 Acronym List

Following is a list of acronyms used in this PWS.

ACA	Associate Contractor Agreement
ANSI	American National Standards Institute
AQL	Acceptable Quality Level
CAC	Common Access Card
CDRL	Contract Data Requirements List
CM	Configuration Management
CMMI	Capability Maturity Model Integration
COC	Certificate of Compliance
COR	Contracting Officers Representative
CPI	Critical Program Information
CSCI	Computer Software Configuration Items
CUI	Controlled Unclassified Information
DoD	Department of Defense
DoN	Department of the Navy
ECMRA	Enterprise-Wide Contractor Manpower Reporting Application
eCRAFT	Electronic Cost Reporting and Financial Tracking

ECP	Engineering Change Proposal
EPRU	eCRAFT System Periodic Report Utility
FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
FOUO	For Official Use Only
FSO	Facility Security Officer
FY	Fiscal Year
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
IETM	Interactive Electronic Technical Manual
IPB	Illustrated Parts Breakdown
iRAPT	Invoicing, Receipt, Acceptance, and Property Transfer
IT	Information Technology
JTR	Joint Travel Regulation
LCS	Littoral Combat Ship
MVCS	Multiple Vehicle Communication System
NAVSEA	Naval Sea Systems Command
NDA	Non-Disclosure Agreement
NERP	Navy Enterprise Resource Planning
NEXGEN	Next Generation
NISPOM	National Industrial Security Program Operating Manual
NOR	Notice of Revision
NSA PC	Naval Support Activity Panama City
NSWC PCD	Naval Surface Warfare Center Panama City
ODC	Other Direct Cost
OEM	Original Equipment Manufacturer
OPM	Office of Personnel Management
OPNAV	Chief of Naval Operations

OPSEC	Operations Security
PCO	Procuring Contracting Officer
PHS&T	Packaging, Handling, Storage, and Transportation
PII	Personally Identifiable Information
POC	Point of Contact
PWS	Performance Work Statement
RFW	Request for Waiver
SAAR-N	Systems Authorization Access Request Navy
SCN	Specification Change Notice
SDLM	Scheduled Depot Level Maintenance
SECNAV	Secretary of the Navy
TA	Trusted Agent
TASS	Trusted Associate Sponsorship System
TDMIS	Technical Data Management Information System
TI	Technical Instruction
TMDER	Technical Manual Deficiency Evaluation Report
TSB	Technical Service Bulletin
TWMS	Total Workforce Management Services
U.S.	United States
UID	Unique Identification

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this PWS to the extent specified herein. In the event of conflict between the documents referenced herein and the PWS, the contents of this PWS shall take precedence.

2.1 Military Standards

MIL-STD-129R	Military Marking for Shipment and Storage	18-Feb-14
MIL-STD-130N change 1	Identification Marking of U.S. Military Property	16-Nov-12
MIL-STD-961E change 3	Defense and Program-Unique Specifications Format and Content	27-Oct-15

MIL-STD-3001-1A	Preparation of Digital Technical Information for Multi-Output Presentation of Technical Manuals (Parts 1 through 8)	10-Oct-14
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2.2 Military Specifications

MIL-DTL-15014	Manuals, Technical: Separate Illustrated Parts Breakdown; Technical Content Requirements (Work Package Concept)	10-Sep-14
MIL-DTL-81919C	Manuals, Technical, Equipment Operation and/or Maintenance Instructions, Technical Content Requirements (Work Package Concept)	10-Sep-14
MIL-DTL-81927C	Manuals, Technical: Work Package Style, Format, and Common Technical Content Requirements; General Specification for (Work Package Concept)	26-Nov-97

2.3 Other Documents

MIL-HDBK-61A	Configuration Management Guidance	7-Feb-01
MIL-HDBK-502A	Product Support Analysis	8-Mar-13
MIL-HDBK-3001	Guide to the General Style and Format of U.S. Navy Work Package Technical Manuals	1-May-01
MIL-HDBK-29612-2A	Instructional Systems Development/Systems Approach to Training and Education (Part 2 of 5 Parts)	31-Mar-16
OPNAVINST 1500.76C	Naval Training Systems Requirements, Acquisition, and Management	14-Aug-13
OPNAV P-751-1-9-97	Navy Training Requirements Documentation Manual (NTRDM)	1-Jul-98
OPNAV P-751-2-9-97	Training Planning Process Methodology (TRPPM) Guide	1-Jul-98
OPNAV P-751-3-9-97	Training Planning Process Methodology (TRPPM) Manual	1-Jul-98
EIA-649-B	National Consensus Standards for Configuration Management	1-Apr-11
ISO 9001-2015	Quality Management Systems — Requirements - Fifth edition	15-Sep-15
IEEE 12207	Systems and software engineering — Software life cycle processes - IEEE Computer Society	1-Jan-08

NOTE: Military Specifications, Standards, and Handbooks are available from: <https://assist.dla.mil/online/start/>. Chief of Naval Operations (OPNAV) and Secretary of the Navy (SECNAV) instructions are available at <http://doni.daps.dla.mil/allinstructions.aspx>.

3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officer's Representative (COR) and Contract Specialist to conduct a kick-off meeting within ten working days after the award of the task order. This meeting's date, time and location shall be determined at time of award.

(a) During performance in the task areas defined in this PWS, the Contractor may require access to information that is proprietary to the Original Equipment Manufacturers (OEMs) of systems, subsystems, and components some of which may or may not have already been delivered to the Government. The Contractor shall negotiate in good faith and enter into appropriate agreements (e.g., subcontracts, Associate Contractor Agreements (ACA), or Non-Disclosure Agreements (NDA)) with pertinent OEMs to gain access to such information as required to perform the tasks defined in this PWS. It is anticipated that, as a minimum, the Prime Contractor may be required to negotiate appropriate agreements with the following OEMs of MVCS subsystems and components not readily available on the open market:

- Crystal Group Inc.
- ViaSat
- Direct Beam Incorporated
- Reliable System Services Corporation
- North Star Scientific Corporation
- Parvus Corporation
- Ballard Technology
- Mid-Eastern Industries Division Technology Dynamics
- Harris Corporation
- Nova Electric Inc.
- A & J Manufacturing Company

(b) The Contractor shall ensure that employees shall communicate in and understand the English language and shall be United States (U.S.) citizens prior to being admitted to a Government facility. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contractor shall remove from the site any individual whose continued employment is deemed by the Government to be contrary to the public interest or inconsistent with the best interests of National Security.

(c) The Contractor is responsible for ensuring all new employees are fully trained to meet functional position requirements. For Government mandatory training (i.e. Safety, Personally Identifiable Information (PII), etc.) the Contractor shall ensure all Contractor personnel working onsite in a Government facility are registered in the U.S. Navy Total Workforce Management Services (TWMS) website at <https://twms.navy.mil/selfservice/login.asp>. The Government will identify mandatory training through this website and the Contractor shall monitor and ensure that Contractor employees complete required mandatory training requirements by the required completion dates. The Contractor shall provide the following information for each employee that will be working onsite at a Government facility at the kick-off meeting: Employees Last Name, First Name (No nicknames); Reporting Date, Contract Number, Job Title and the Government Contracting Officers Representative (COR) Organization Code. The Contractor shall document changes to this list (additions or departures) and training completion tracking information in the Contract Status Report.

Any additional onsite training in the support of NSWC PCD specific application problems will be provided by the Government as required. When additional training is required or specifically requested by the Government, the costs associated with attending this training will be specified in a Technical Instruction (TI) and shall be approved by the Procuring Contracting Officer (PCO) and purchased under the Other Direct Cost (ODC) line items for the task order.

(d) This task order shall be partially performed at the Government's facility located at the Naval Surface Warfare Center - Panama City Division, [REDACTED]. The Government will provide Lab space for up to 3 personnel and Office space for up to 3 personnel including access to [REDACTED] Next Generation (NEXGEN) enabled computers and 3 telephones under this order as approved by the NSWC PCD Business Operations Department. The Government will also provide the consumables for the stated equipment such as paper, toner cartridges, etc. The specific location(s) will be provided at time of award of the task order. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer

Representative (COR) no later than thirty business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

Access to Government buildings at Naval Support Activity Panama City (NSA PC) is from [REDACTED] to [REDACTED] Monday through Friday, except Federal holidays. Normal work hours are from [REDACTED] to [REDACTED] Monday through Friday. Contract personnel shall always work under Government oversight. Contractor personnel are not allowed to access any Government buildings at NSA PC outside the hours of [REDACTED] to [REDACTED] without the express approval of the Procuring Contracting Officer (PCO).

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

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

The Contractor shall provide a level of effort of technical support, analysis, modification, interface equipment, and engineering support for the systems listed in PWS paragraph [REDACTED] within the following task areas.

3.1 Task Area # 1 – Non-Legacy MVCS Production Support

3.1.1 MVCS Production Programmatic Support

The Contractor shall support Government MVCS production program management efforts by performing functions such as:

(a) The Contractor shall attend weekly program and project meetings to report on the status of ongoing tasking. The Contractor shall provide verbal input at the meetings and technically support program and project personnel in the development of summary meeting minutes. The Contractor shall support program and project personnel in the development of Weekly Status Reports. In the event that back-up Contractor support is required for additional meetings, [REDACTED] hour advance notice will be given. The Contractor shall provide support to program reviews at NSWC PCD, the Program Office, or Contractor Facilities. The Contractor may be required to draft meeting minutes and/or a trip report from the meetings. Overtime may be necessary to provide rapid turnaround of draft meeting minutes and/or trip reports.

(b) The Contractor shall technically support NSWC PCD in the preparation, tracking, and upkeep of selected program and project documentation and financial information. This will include developing, editing, formatting, and copying programmatic documents for selected program distribution. Distribution will be by e-mail, fax, local guard mail, commercial carrier, or hand delivery. Documents will include, but are not limited to [REDACTED] Weekly Accomplishments, [REDACTED] Team Members Communication Listing, [REDACTED] Task Reference Tables, and [REDACTED] Master Action Item Lists. ([REDACTED])

(c) The Contractor shall support NSW PCD in preparing periodic briefing materials and presentations from information gathered by the Contractor in the course of performing engineering, analytical, and programmatic support and on some information provided as Government Furnished Information (GFI) to support efforts such as the NSW Quarterly Task Reviews for Program Sponsors. ([REDACTED])

3.1.2 MVCS Production and Modification

(a) The Contractor shall provide the services required for producing, assembling, disassembling, and testing MVCS non-legacy systems and subsystems.

(b) The Contractor shall participate in technical meetings, technical reviews, documentation reviews, and briefings. The Contractor shall, using [REDACTED] for guidance, prepare designated engineering documentation and configuration item descriptions including performance or detailed specifications. [REDACTED])

3.1.3 MVCS Repairs, Overhauls and Maintenance [REDACTED]

The Contractor shall conduct and document induction inspections including documenting discrepancies, inspections performed, technical documentation to be implemented and items required for rework replacement. Systems shall be disassembled and a thorough inspection and evaluation of the exterior and interior surface condition shall be conducted. The inspection shall specifically identify: cracks, corrosion, damaged controls, excessively worn hinges, faulty attachment fittings, worn bolts, distortion, elongation of bolt holes, and technical documentation required to be implemented. Particular emphasis shall be placed on inspection of items that may require special examination and correction as a result of log book information, or specifically requested by the Government Reporting Custodian. The induction inspection scope shall consist of the following as a minimum:

- Structure: Inspect for corrosion, cracks, distortion, damage, loose and missing fasteners, defective sealant and seals.
- Mechanical Linkages: Inspect for cracks, corrosion, evidence of improper alignment and adjustment; damage and security.
- Electrical Cables and Cable Connectors: Inspect for corrosion, fraying, chafing, kinks, untwisting, broken strands/wires, damaged pins (when disconnected); evidence of improper alignment
- Flexible Hoses: Inspect for fraying, chafing, twisting, deterioration, proper routing, and security; and evidence of leakage.
- Tubing and Ducting: Inspect for cracks, corrosion and security; evidence of leakage; and fittings and clamps for security and proper installation.
- Electrical/Electronic Equipment: Inspect for evidence of overheating; corrosion, proper bonding and security; defective vibration dampeners; corroded, damaged pins (when disconnected), terminals and connectors.
- Inspect for evidence of overheating, chafing, fraying, deterioration, fluid damage and proper routing. Inspect slices and terminals for corrosion and security; connectors for security, damaged pins and deteriorated potting (when disconnected).
- Instruments: Inspect for evidence of overheating of electrical units; damaged faceplates, interference with moving parts, security of units and attached wiring, hoses and tubing.
- Operational tests shall be performed to aid in the determination of required rework and repairs. The scope of the operational tests shall be of sufficient depth to fault isolate defective components and to verify replacement or repair.

The Contractor shall conduct Depot Level Maintenance overhauls, maintenance, or repairs to return the MVCS systems to new condition in support of depot level responsibilities defined in Government approved maintenance plans that will be provided as GFI as required. Modifications shall be implemented in accordance with approved configuration control documents (i.e. ECPs, RFWs, etc.). These actions may be part of Scheduled Depot Level Maintenance (SDLM) cycles.

The Contractor shall support or conduct operational tests on each repaired, overhauled, or modified system to validate reported discrepancies. The test shall also verify that the item(s) are certified to work under specified loads.

3.1.4 MVCS Configuration Management (CM) ([REDACTED])

The Contractor shall use EIA-649-B and MIL-HDBK-61A for guidance to support MVCS CM efforts. The Contractor shall update designated engineering documentation and configuration items to reflect approved engineering baselines. The Contractor shall develop Engineering Change Proposals (ECPs), Requests for Waiver (RFW), Notice of Revision (NOR), or Specification Change Notices (SCN) as engineering changes are identified through the production, test, and installation processes. The Contractor shall establish a configuration audit and review program that will ensure that the functional and physical characteristics match those characteristics specified by the configuration identification. It will be the responsibility of the Contractor to provide the hardware and software to be audited, facilities, personnel, documentation (including drawings), and other support as may be required. The Contractor shall develop and maintain procedures that will delineate the status of changes from the baseline, and proposed effectiveness and status of implementation of Government approved changes.

3.1.5 Update MVCS Documentation and Drawings Support [REDACTED]

The Contractor shall, as engineering changes are approved, prepare updated engineering drawings and support documentation using [REDACTED] as guidance. Markings shall be in accordance with [REDACTED], as applicable. The Contractor shall provide drafting support to prepare engineering drawings. The Contractor shall provide design review for manufacturability including, but not limited to, fit, finish, geometric dimensioning and tolerancing as required to meet design intent. When required, the Contractor will provide drafting support to create, check, and edit mechanical and electrical drawings. All drawings shall be created in accordance with and include appropriate requirements as detailed in [REDACTED]. All drawings shall be provided in appropriate print formats and sizes, hard copies to be on American National Standards Institute ([REDACTED]) sheet, and digital copies to be included. Drawings shall be prepared using the Government provided templates, in AutoCAD release [REDACTED] or higher.

3.1.6 MVCS Technical Manual Support ([REDACTED])

The Contractor shall develop technical manual updates and develop any new technical manual requirements as deemed necessary by NSWC PCD. The Contractor shall update and review system and equipment Technical Manuals and Interactive Electronic Technical Manuals (IETMs) using [REDACTED] for guidance. Based upon equipment operations, and maintenance upgrades, the Contractor shall develop the revision of existing paragraphs, development of new paragraphs, revisions of illustrations, or the drawing of new illustrations and revision to Illustrated Parts Breakdowns (IPB) using [REDACTED] for guidance. The Contractor shall develop each update via the Technical Manual Deficiency Evaluation Report (TMDER) process. A draft copy of the proposed updates shall be delivered to the Government for review. After Government review and approval, the Contractor shall post the newly developed approved TMDER to the U.S. Navy Technical Data Management Information System (TDMIS) and forward copies of the final TMDER and the posting notice to the COR.

3.1.7 MVCS Software Support ([REDACTED])

The Contractor shall provide technical support in the development of modifications and upgrades to the MVCS command, control, communications, and associated simulators and stimulators software in accordance with IEEE [REDACTED] and Government approved Software Development Plan(s) that will be provided as GFI. The Contractor shall provide engineering, integration, testing and documentation support for Government owned software efforts.

Descriptions of anticipated tasking are as follows: supporting mission requirements, design, and implementation analysis; providing programming and network support; supporting development and maintenance of an integration notebook that contains the installation, setup, and configuration parameters for each of the software packages; running prescribed test scripts for software test events; conducting peer reviews, code walkthroughs, and unit tests; installing Computer Software Configuration Items (CSCI); reviewing and commenting on system software design documentation; and developing and maintaining software user guidelines. The Contractor shall, as required, perform checkout functions, debugging, and

software integration. The Contractor shall provide test integration of both subsystems and systems, as required. The Contractor shall support software integration, configuration management, and logistics as required that will meet Government acceptable standards such as ISO [REDACTED] and CMMI Level [REDACTED] requirements. Cybersecurity processes, procedures, and policies associated with software development will be established, managed and controlled by the Government.

3.1.8 MVCS Training Support ([REDACTED])

The Contractor shall, based on Government Furnished Information (GFI), research, develop, and maintain training materials such as the master training syllabi, materials for Operators and Maintainers Lesson Plans, Instructor Guides, Student Handouts, curriculum, briefs, videos, tests, test answer keys, Job Sheets, Job Sheet answer keys, Course Critiques, and other training and support material using the guidance of [REDACTED]. The Contractor shall update training materials by incorporating newly acquired and relevant GFI, Vendor data, Technical Service Bulletin (TSB) information, feedback obtained from the Fleet, training critiques and any other pertinent information.

3.1.9 MVCS Packaging, Handling, Storage, and Transportation (PHS&T) and Inventory Support ([REDACTED])

The Contractor shall review, document changes, and revise information pertaining to PHS&T as a result of MVCS modifications. The Contractor shall assist in the shipment of identified items to support forward deployed units ensuring compliance with all foreign import/export procedures. The Contractor shall provide Unique Identification (UID) labels as requested by NSWC PCD in accordance with [REDACTED]. The Contractor shall provide assistance in monitoring system inventories at the request of NSWC PCD. The Contractor shall coordinate the sorting, kitting, and packaging of items to support production and sustainment. All items processed through inventory shall use [REDACTED]. All inventory assets requiring Quality Control Documentation shall have that documentation with associated referential data (i.e. Drawing Number, Vendor Certificate of Compliance (COC), etc.) attached to the DMS module in the appropriate tool. Navy ERP will be used for inventory control and CMPRO will be used for configuration management. The Contractor shall annotate all material transactions using warehouse movement forms for proper transaction execution. The Contractor shall adhere to all business rules and associated regulations pertaining to OM&S procurement, storage, and issuance in accordance with SECNAV, NAVSEA, and NSWC PCD Instructions.

3.2 Safety Program ([REDACTED])

The Contractor shall document and implement a Safety Program for all non-office related work performed under this Task Order. The Contractor shall describe or reference in a Safety Plan the methods that will be used to identify and apply safety and hazard control. The Safety Plan shall list the industry safety standards or specifications that are the sources of safety requirements with which the Contractor is required to comply and any others the Contractor intends to use. The Safety Plan shall address:

- Equipment Operation, Transport, Handling, Assembly and Storage
- Equipment Test and checkout
- Equipment modifications, test and inspection
- Emergency operations
- General safety and fire requirements not covered above
- Such other operations deemed necessary by the Contractor to safely execute the requirements of the Task Order

The Contractor shall describe in the Safety Plan the techniques and procedures to be used by the Contractor to ensure that the objectives and requirements of the safety program are met in the safety training for engineers, technicians, operating, and maintenance personnel. The Safety Plan shall describe the mishap and hazardous malfunction analysis process for mishaps and the process for mishap and malfunction reporting to the COR, PCO, and any other Government officials required. The Contractor shall conduct all non-office functions in accordance with the approved Safety Plan.

3.3 Quality Control ([REDACTED])

The Contractor shall provide and maintain a Quality Management System (QMS) that meets the requirements of ISO [REDACTED]. The Contractor shall submit a Quality Assurance Program Plan (QAPP) to the COR within [REDACTED] days after award that documents the quality system procedures, planning, and all other documentation and data that comprise the QMS for Government review and approval. The QAPP shall identify the means by which the Contractor will ensure quality system effectiveness and demonstrate comprehensive management and review of their process data, to identify trends and progress in quality of services and data products provided. The QAPP shall describe what is measured, how often it is tracked, and who reviews and assures that appropriate action is initiated when trends are unfavorable. The Government may perform inspections, validations, verifications and/or evaluations deemed necessary to ascertain conformance and compliance to the requirements and adequacy of the implemented procedures. The Government reserves the right to disapprove the QMS or portions thereof when it fails to meet its contractual requirements. The supplier shall require a QMS of its sub-tier suppliers to ensure control of quality of the services and data products or supplies provided.

3.4 Purchases

The Contractor may be required to provide limited OEM parts to support the systems and related equipment. Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above [REDACTED] shall be approved by the Contracting Officer via TI prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval.

Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the PCO for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

3.5 Travel

The contractor may be required to travel from the primary performance location when supporting this requirement. Travel in support of this requirement is anticipated to include, but may not be limited to, the following alternate performance locations:

Origin	Destination	# Employees / Trip	# Trips	Days / Trip
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The number of times the contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. As applicable, travel requirements will

be approved by the Contracting Officer via a Technical Instruction (TI). Before initiating any travel, the contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Actual costs resulting from the performance of travel requirements shall be reported as part of the contractor's monthly status report. The reportable cost shall also be traceable to the contractor's invoice.

The contractor(s) will be reimbursed for its reasonable actual travel costs in accordance with [REDACTED] Travel Cost – Alt I (NAVSEA) ([REDACTED] [REDACTED]) of the SeaPort-e Multiple Award Contract. Travel expenses are limited by the Department of Defense Joint Travel Regulation (JTR).

3.6 Status Reporting [REDACTED]

The below Electronic Cost Reporting and Financial Tracking (eCRAFT) reporting [REDACTED] at this time. The contractor's status reports shall be submitted as specified below.

(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 Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

- a. The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.
- b. The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

1. Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC/Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

2. Submission and Acceptance/Rejection:

The contractor shall submit reports on the same day and for the same timeframe the contractor submits an invoice in *iRAPT*. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notifications from eCRAFT.

The Contractor shall complete the Average Bid Rate spreadsheet on a one-time basis and submit to the individual noted in [REDACTED] as soon as possible but not later than [REDACTED]. The Contractor shall annotate its labor expenditures based on its “original” proposal costs for the current year of their contract/task order and submit separate labor expenditure tabs or spreadsheet(s) for each option year.

3.7 Navy Enterprise Resource Planning (NERP) Access

Contractor personnel assigned to perform program or project management work under this task order may require limited access to the NERP System which requires a Common Access Card (CAC). The Contractor shall submit a request for NERP access and the role required via the COR to the Competency Role Mapping Point of Contact (POC). The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for NERP include: Systems Authorization Access Request Navy (SAAR-N), DD Form [REDACTED] [REDACTED] Annual IA training certificate and Office of Personnel Management (OPM) Questionnaire for Public Trust Positions

(Standard Form (SF) 85P).

a. For directions on completing the [REDACTED] the Contractor is instructed to consult with their company's Facility Security Officer (FSO). In order to maintain access to required systems, the Contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations.

b. All Contractor personnel requiring access to NERP require a Common Access Card (CAC). The Contractor shall be responsible to ensure that all employees that require a CAC are processed in a timely manner. The COR will assign a Trusted Agent (TA) and sponsor to support the Contractor Facility Security Officer (FSO) in navigating the process to obtain Common Access Cards (CAC) through the Trusted Associate Sponsorship System (TASS). The Contractor shall use Reference Section J attachment TASS FAQ Applicant.pdf for additional information. Additional information on the process for Contractors requiring a CAC can be found at: <http://www.cac.mil/common-access-card/getting-your-cac/for-contractors/>.

3.8 Personnel Roster ([REDACTED] [REDACTED])

The Contractor shall provide a personnel roster of all employees assigned to this contract or task order in accordance with [REDACTED] [REDACTED] with the following information:

- Change Status (Add / Change / Remove)
- Contract #
- Contract end date
- COR / Government Point of Contact (SAME)
- Company Name
- Name (Last, First, Middle)
- Department / Office Code of employee
- Email Address
- Telephone number
- On Site Task Lead
- On-site location (if applicable)
- Report Date
- Departure Date

The Contractor shall maintain the list to be up to date on a bi-weekly basis.

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

4.1 Government Furnished Equipment (GFE) and Government Furnished Material (GFM)

NSWC PCD has not identified and GFE or GFM at this time. In the event that GFE/GFM becomes a requirement, the Government reserves the right to modify the contract to account for inclusion of GFE/GFM at the Task order level. The Contractor shall return all GFE or GFM to NSWC PCD within [REDACTED] days after completion of the task order unless otherwise stated in writing by the PCO. A post-award Attachment to the contract will be added if and when GFE/GFM is provided.

4.2 Government Furnished Information (GFI)

NSWC PCD will provide relevant program management and technical documentation as that information becomes available. The Contractor shall return all GFI to NSWC PCD within [REDACTED] days after completion of the task order unless otherwise stated in writing by the PCO. An attachment will be added prior to award or provided via modification to the contract should there be a requirement.

5.0 SECURITY

Performance of this effort provides Contractor access up to the SECRET level. The Contractor will not be required to receive and generate any classified information at the Contractor's facility. The Contractor's access to classified documents and classified areas shall be in accordance with [REDACTED] and the attached DD Form [REDACTED]

RELEASE OF INFORMATION

(a) Release of information shall be in accordance with Section I, [REDACTED], Disclosure of Information.

(b) All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information to preclude access by any person or entity not authorized such access by the Government.

5.1 Controlled Unclassified Information (CUI)

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the [REDACTED], and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under [REDACTED], but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

5.2 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, Contractor personnel requiring access to Department of the Navy (DoN) controlled unclassified information (CUI) 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 otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing [REDACTED] to NSWC PCD Security for processing and subsequent adjudication by the DoN Central Adjudication Facility.

5.3 Minimum Protection Requirements for Controlled Unclassified Information

Security classification guides and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

5.4 For Official use Only (FOUO)

FOUO is a document designation, not a classification. This designation is used by the Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the Freedom of Information Act (FOIA). This includes information that qualifies for protection pursuant to

the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with [REDACTED]

5.5 Security of Unclassified DoD Information on Non-DoD Information Systems ([REDACTED]) DoD Policy

Adequate security shall be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the Contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved.

Examples include:

- a. Non-public information provided to a Contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the Contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security.
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when

traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.

h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of transport layer security or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).

j. Provide protection against computer network intrusions and data exfiltration, minimally including:

(1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.

(2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services. Prompt application of security-relevant software patches, service packs, and hot fixes.

k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

5.6 Operations Security

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user identifications and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

The Contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the

susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

6.0 GOVERNMENT / CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, Subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, Subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this task order. The Contractor shall exercise ultimate control over all aspects of Contractor personnel day-to-day work under this task order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this task order including the work of its Contractor personnel.

Contractor personnel under this task order shall not:

- 1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- 2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.
- 3) Be used in administration or supervision of Government procurement activities.
- 4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

- 1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

2) Rules, regulations, directives and requirements that are issued by the U. S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(e) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(f) Notice. It is the Contractor's as well as the Government's responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

1) The Contractor should notify the Contracting Officer in writing promptly, within [REDACTED] ([REDACTED]) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

2) The Contracting Officer will promptly, within [REDACTED] ([REDACTED]) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

7.0 PERFORMANCE BASED REQUIREMENTS

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and Acceptable Quality Levels (AQLs) that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success. Procedures as set forth in the FAR 52.246-5, Inspection of Services – Cost Reimbursement, shall be utilized to remedy all deficiencies.

<u>Work Area</u>	<u>Performance Objective</u>	<u>Performance Standard</u>	<u>Acceptable Quality Level (AQL)</u>	<u>Surveillance Method</u>
Performance Work Statement (PWS) paragraphs 3.1.1 Programmatic Support	Contractor attends, participates in as required, and supports meetings providing input as and provides.	Attends a minimum of 100% of meetings conducted.	Meeting minutes, action item lists tracking delivered by the contractor are timely and effective.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
	Provides input to program and	100% of documentation	PM support inputs and reports -are accurate,	In accordance with 52.246-5

	project management and financial documentation packages and reports	inputs are provided by due dates	complete, timely and effective. Requires no more than two (2) review/comment/approval cycles, to meet acceptance.	Inspection of Services – Cost Reimbursement
	Develops presentations based on GFI	100% of presentations delivered by due date	Presentations are professional, complete, and accurate. Requires no more than two (2) review/comment/approval cycles, to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.1.2 MVCS Production and Modification	Provide engineering support documentation and analyses	Documents and analyses are technically accurate and grammatically correct. 100% of documents, drawings, and revisions are delivered in accordance with agreed upon schedules	Systems engineering documentation and analyses produced, reviewed and presented to meet acceptance. Requires no more than two (2) review/comment/approval cycles, to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.1.3 MVCS Repairs, Overhauls and Maintenance	Conduct and document induction inspections	100% of inspections are completed and reports submitted in accordance with agreed upon schedules	Inspection reports are complete and accurate. Requires no more than two (2) review/comment/approval cycles, to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
	Repair, overhaul, and maintain MVCS	100% repairs, overhauls or maintenance actions are completed in accordance with agreed to schedules	Repaired, overhauled or maintained items function to specification upon completion of the job	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.1.4 MVCS Configuration Management (CM)	Provide supportability planning and analysis including CM and logistics support documentation	Documents and plans are technically accurate and grammatically correct. 100% of documents and	Documentation and analyses produced, reviewed and presented to meet acceptance. Requires no more than two (2) review/comment/	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement

	and plans	revisions are delivered in accordance with agreed upon schedules. Documents and plans comply with current DoD policy and/or industry standards	approval cycles, to meet acceptance.	
PWS paragraph 3.1.5 Update MVCS Documentation and Drawings Support	Prepare drawings and updates	Drawings are technically accurate. 100% of drawings are delivered in accordance with agreed upon schedules. Drawings comply with current DoD policy and/or industry standards	Drawings produced, reviewed and presented to meet acceptance. Requires no more than two (2) review/comment/approval cycles, to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.1.6 MVCS Technical Manual Support	Prepare technical manual inputs and updates	Technical manuals are technically accurate and grammatically correct. 100% of manuals are delivered in accordance with agreed upon schedules. Manuals comply with current DoD policy and/or industry standards	Manuals produced, reviewed and presented to meet acceptance. Requires no more than two (2) review/comment/approval cycles, to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.1.7 MVCS Software Support	Prepare in depth software studies, trade off studies and assist in software requirements definition and design documentation to insure sound software engineering practices are	Documents are technically accurate and grammatically correct.	Software documentation and changes require no more than two (2) review/comment/approval cycles to meet acceptance. 100% completed by due date.	IAW 52.246-5 Inspection of Services – Cost Reimbursement

	implemented			
PWS paragraph 3.1.8 MVCS Training Support	Provide technical support for training program development and documentation.	Documentation is technically accurate and grammatically correct. Documents and revisions are delivered in accordance with agreed upon schedules. Documents and plans comply with current U.S. Navy and DoD policy and/or industry standards	Reviews require no more than two (2) review/comment/approval cycles, to meet acceptance. 100% completed by due date	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS paragraph 3.1.9 MVCS Packaging, Handling, Storage, and Transportation (PHS&T) and Inventory Support	Provide technical support for PHS&T program development and documentation.	Documentation is technically accurate and grammatically correct. 100% completed by due date. Documents comply with current U.S. Navy and DoD policy and/or industry standards	Reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
	Maintain MVCS parts, components, and systems inventory	Inventory records are maintained 100% accurate and parts are provided to support MVCS production 100% as scheduled.	Zero lost or misplaced items. Records require no more than two (2) review/comment/approval cycles, to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.4 Purchases	Obtain required approvals prior to purchasing materials. Submit invoices with monthly progress reports	100% approvals obtained prior to purchasing.	100% approvals documented and invoices submitted with monthly progress reports. ODC charges support the work being conducted	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement

9.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D30 and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil> .

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs [REDACTED] through [REDACTED]. While inputs may be reported any time during the FY, all data shall be reported no later than [REDACTED] of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil> .

10.0 CONTRACTOR OPERATED VEHICLES

Contractor-furnished vehicles shall meet the following criteria:

The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration.

The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in [REDACTED] lettering. The color of the marking may be either black or blue to match other vehicle markings, and in close proximity to the USN number.

Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor- furnished equipment or vehicles or personal owned vehicles on Government property.

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

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

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract,

the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

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

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

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

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

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

(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.

Section D - Packaging and Marking

All terms and conditions, including clauses, in the NAVSEA Seaport Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

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

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

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

(End of Text)

DISTRIBUTION LIMITATION STATEMENT

Documentation generated under this order shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

DISTRIBUTION STATEMENT D:

Technical Documents generated under this task order shall carry the following Distribution Limitation Statements. Word-processing and CAD files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. For drawings, the statements shall be as near to the title block as possible without obscuring any detail of the drawing. Additionally, each diskette delivered shall be marked externally with the statements:

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY (ADMINISTRATIVE/OPERATIONALS USE) (DATE STATEMENT APPLIED). OTHER U.S. REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO PEO-LCS.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATIONS, FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

NAVSEA HQ D-2-0004 IDENTIFICATION MARKING OF PARTS (NAVSEA)(NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

(End of Text)

NAVSEA HQ D-2-0006 MARKING AND PACKING LIST(S)(NAVSEA)(NOV 1996)

(a) Marking, shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

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

When assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

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

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

(End of Text)

Section E - Inspection and Acceptance

All terms and conditions, including clauses, in the NAVSEA Seaport Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

NAVSEA 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.

(End of Text)

52.246-11 -- Higher-Level Contract Quality Requirement (Dec 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

	Title	Number	Date	Tailoring
	ISO	9001:2008	NOV 2008	<u>OR;</u>
	ISO	9001:2015	SEP 2015	N/A

[Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.]

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

(End of Clause)

NAVSEA HQ E-1-0002 ACCEPTANCE OF ENGINEERING SERVICES

Item(s) 7000, 7001, 7002, 7003, 7004 - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

(End of Text)

NAVSEA HQ E-1-0005 INSPECTION AND ACCEPTANCE OF PIO

Item(s) 7000, 7001, 7002, 7003, 7004 - Inspection and acceptance of parts ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, parts shall be inspected and accepted at source by a representative of the Contract Administration Office.

(End of Text)

NAVSEA HQ E-1-0006 HQ E-1-0006 INSPECTION AND ACCEPTANCE OF PTD

Item(s) 7000, 7001, 7002, 7003, 7004 - The Government may accept, conditionally accept, or reject the Provisioning Technical

Documentation (PTD) within sixty days after its delivery, or as specified on the applicable CDRL(s). A notice of conditional acceptance shall state any corrective action required by the Contractor. If PTD is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the PTD. The Contractor shall at no additional cost to the Government make any necessary changes, modifications or corrections to the PTD. The Government shall take action on the corrected PTD within the time limit specified above. Government action under this requirement shall not affect or limit any other rights it may have under this contract.

(End of Text)

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

Item(s) 7000, 7001, 7002, 7003, 7004 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

NAVSEA HQ E-2-0003 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (APR 2015)

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

(End of Text)

NAVSEA HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

(End of Text)

NAVSEA HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

(End of Text)

NAVSEA HQ E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

(End of Text)

NAVSEA HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 or ANSI/ISO/ASQ 9001-2015 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of Text)

NAVSEA HQ E-2-0017 USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995)

Use of Contractor's Inspection Equipment: The contractor's gages, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.

(End of Text)

Contractor Performance Assessment Reporting System (CPARS)

Contractor Performance under this task order will be evaluated annually utilizing the contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at:

Contractor Performance Assessment Reporting System (CPARS)

<http://cpars.gov>

Section F - Deliveries or Performance

All terms and conditions, including clauses, in the NAVSEA Seaport Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

CLIN - DELIVERIES OR PERFORMANCE

Services described in this Task Order shall be performed in accordance with Section C Descriptions and Specifications. Services may be performed at the Contractor's facility, Government facilities and, as applicable, travel locations specified.

NAVSEA HQ F-1-0002 DELIVERY LANGUAGE FOR ENGINEERING SERVICES

Item(s) 7000, 7001, 7002, 7003, 7004 - Engineering services shall be performed within ■ months after unconditional acceptance of the last unit of Item(s) . The Contractor shall notify the Contracting Officer in writing via the Contract Administration Office (CAO) of the actual date of unconditional acceptance of the last unit of the foregoing item(s), with a copy to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(End of Text)

NAVSEA 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:

CLINs	PERIOD OF PERFORMANCE
7000, 9000, 9010, 9100	02/23/2018 - 02/22/2019
7001, 9001, 9011, 9200	02/23/2019 - 02/22/2020
7002, 9002, 9012, 9300	02/23/2020 - 02/22/2021
7003, 9003, 9013, 9400	Exercise of Option 3 through ■ months thereafter
7004, 9004, 9014, 9500	Exercise of Option 4 through ■ months thereafter

(End of Text)

NAVSEA 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.

(End of Text)

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

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the delivery instructions specified herein.

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

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices

on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

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

(End of Text)

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

7000	02/23/2018 - 02/22/2019
7001	02/23/2019 - 02/22/2020
7002	02/23/2020 - 02/22/2021
7100 AA	02/23/2021 - 02/22/2022
7100 AB	02/23/2021 - 02/22/2022
9000	02/23/2018 - 02/22/2019
9001	02/23/2019 - 02/22/2020
9002	02/23/2020 - 02/22/2021
9010	02/23/2018 - 02/22/2019
9011	02/23/2019 - 02/22/2020
9012	02/23/2020 - 02/22/2021
9020 AA	02/23/2021 - 02/22/2022
9040 AA	02/23/2021 - 02/22/2022
9040 AB	02/23/2021 - 02/22/2022
9100	02/23/2018 - 02/22/2019
9200	02/23/2019 - 02/22/2020
9300	02/23/2020 - 02/22/2021
9600 AA	02/23/2021 - 02/22/2022

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

7003	02/23/2021 - 02/22/2022
7004	02/23/2022 - 02/22/2023
7200 AA	02/23/2022 - 02/22/2023
9003	02/23/2021 - 02/22/2022
9004	02/23/2022 - 02/22/2023
9013	02/23/2021 - 02/22/2022
9014	02/23/2022 - 02/22/2023
9030 AA	02/23/2022 - 02/22/2023
9050 AA	02/23/2022 - 02/22/2023
9400	02/23/2021 - 02/22/2022
9500	02/23/2022 - 02/22/2023

9700 AA

02/23/2022 - 02/22/2023

Section G - Contract Administration Data

All terms and conditions, including clauses, in the NAVSEA Seaport Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT:

Procurement Contracting Officer

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

Contract Specialist

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

Ombudsman

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

Contracting Officer Representative

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

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

-
Defense Contract Management Agency (DCMA)

[REDACTED]
[REDACTED]
[REDACTED]

Defense Finance and Accounting Services (DFAS)

[REDACTED]
[REDACTED]
[REDACTED]

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

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

See Section E – Inspection and Acceptance

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N61331
Admin DoDAAC	S2101A
Inspect By DoDAAC	N61331
Ship To Code	N61331 (invoice purposes only)
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	N61331
Accept at Other DoDAAC	N/A
LPO DoDAAC	(Leave Blank)
DCAA Auditor DoDAAC	HAA819
Other DoDAAC(s)	N/A

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

- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF

once a document is submitted in the system.

(g) WAWF point of contact.

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

NSWC Panama City WAWF Point of Contact [NSWC WAWF@navy.mil](mailto:NSWC_WAWF@navy.mil)

WAWF Administrator (850) 234-4863

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

(End of clause)

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

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

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

(End of Text)

NAVSEA HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

The Contractor points of contact for this Task Order are as follows:

(End of Text)

700001 130069483900001 [REDACTED]

LLA :

AA 1781804 8C1C 251 24VCS 0 050120 2D 000000 A00004382534

BASE Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00001 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00002

700002 130070398900001 [REDACTED]

LLA :

AB 1781804 8C1C 251 24VCS 0 050120 2D 000000 A00004454563

MOD P00002 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00003

700003 130070590900001 [REDACTED]

LLA :

AD 1751611 C281 251 24VCS 0 050120 2D 000000 A00004467415

OWLD DATE: 2022-01

700004 130070590900002 [REDACTED]

LLA :

AC 1761611 C281 251 24VCS 0 050120 2D 000000 A10004467415

OWLD: 2022-06

700005 130070590900004 [REDACTED]

LLA :

AE 1761611 C281 251 24VCS 0 050120 2D 000000 A20004467415

OWLD: 2022-06

700006 130070590900005 [REDACTED]

LLA :

AF 1761611 C281 251 24VCS 0 050120 2D 000000 A30004467415

OWLD: 2022-07

900001 130070590900006 [REDACTED]

LLA :

AG 1761611 C281 251 24VCS 0 050120 2D 000000 A40004467415

900002 130070590900007 [REDACTED]

LLA :

AF 1761611 C281 251 24VCS 0 050120 2D 000000 A30004467415

901001 130070590900003 [REDACTED]

LLA :

AC 1761611 C281 251 24VCS 0 050120 2D 000000 A10004467415

MOD P00003 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00004

700007 130071837400001 [REDACTED]

LLA :

AH 1781804 8C1C 251 24VCS 0 050120 2D 000000 A00004552572

MOD P00004 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00005

700008 130071910500001 [REDACTED]

LLA :

AJ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004557651

MOD P00005 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00006

700009 130073343500001 [REDACTED]

LLA :

AK 1781810 C1LM 251 24VCS 0 050120 2D 000000 A00004644551

900003 130073343500002 [REDACTED]

LLA :

AK 1781810 C1LM 251 24VCS 0 050120 2D 000000 A00004644551

MOD P00006 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00007

700010 130074062500001 [REDACTED]

LLA :

AL 1781804 8C1C 251 24VCS 0 050120 2D 000000 A00004688628

900004 130074062500002 [REDACTED]

LLA :

AL 1781804 8C1C 251 24VCS 0 050120 2D 000000 A00004688628

MOD P00007 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00008

700101 130077077400001 [REDACTED]

LLA :

AM 1781810 C1LM 251 24VCS 0 050120 2D 000000 A00004927558

900101 130077077400002 [REDACTED]

LLA :

AM 1781810 C1LM 251 24VCS 0 050120 2D 000000 A00004927558

MOD P00008 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00009

900101 130077077400002 [REDACTED]

LLA :

AM 1781810 C1LM 251 24VCS 0 050120 2D 000000 A00004927558

MOD P00009 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00010

920001 130078004500001 [REDACTED]

LLA :

AN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00005003023

MOD P00010 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00011 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00012

700102 130078686200001 [REDACTED]

LLA :

AP 1791319 C4LC 251 24VCS 0 050120 2D 000000 A00005056438

700103 130078686200003 [REDACTED]

LLA :

AQ 1791319 C4LC 251 24VCS 0 050120 2D 000000 A10005056438

900102 130078686200002 [REDACTED]

LLA :

AP 1791319 C4LC 251 24VCS 0 050120 2D 000000 A00005056438

920002 130078686200004 [REDACTED]

LLA :

AQ 1791319 C4LC 251 24VCS 0 050120 2D 000000 A10005056438

MOD P00012 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00013

700104 130078686300001 [REDACTED]

LLA :

AR 1791810 C1LM 251 24VCS 0 050120 2D 000000 A00005056653

900103 130078686300002 [REDACTED]

LLA :

AR 1791810 C1LM 251 24VCS 0 050120 2D 000000 A00005056653

MOD P00013 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00014

700105 130081051300001 [REDACTED]

LLA :

AS 1761611 C281 251 24VCS 0 050120 2D 000000 A00005262438

700106 130081051300002 [REDACTED]

LLA :

AT 1771611 C281 251 24VCS 0 050120 2D 000000 A10005262438

700107 130081051300003 [REDACTED]

LLA :

AU 1761611 C281 251 24VCS 0 050120 2D 000000 A20005262438

700108 130081051300004 [REDACTED]

LLA :

AV 1771611 C281 251 24VCS 0 050120 2D 000000 A30005262438

901101 130081051300005 [REDACTED]

LLA :

AS 1761611 C281 251 24VCS 0 050120 2D 000000 A00005262438

920003 130081051300006 [REDACTED]

LLA :

AU 1761611 C281 251 24VCS 0 050120 2D 000000 A20005262438

MOD P00014 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00015 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00016

700201 130083465600001 [REDACTED]

LLA :

AW 1791810 C1LM 251 24VCS 0 050120 2D 000000 A00005482270

930001 130083465600002 [REDACTED]

LLA :

AW 1791810 C1LM 251 24VCS 0 050120 2D 000000 A00005482270

MOD P00016 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00017

700202 130083462800001 [REDACTED]

LLA :

AX 1761611 C281 251 24VCS 0 050120 2D 000000 A00005483055

930002 130083462800002 [REDACTED]

LLA :

AX 1761611 C281 251 24VCS 0 050120 2D 000000 A00005483055

MOD P00017 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00018 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00019

700203 130084007900001 [REDACTED]

LLA :

AY 1761611 C281 251 24VCS 0 050120 2D 000000 A00005522756

900201 130084007900002 [REDACTED]

LLA :

AZ 1771611 C281 251 24VCS 0 050120 2D 000000 A10005522756

900202 130084007900003 [REDACTED]

LLA :

BA 1761611 C281 251 24VCS 0 050120 2D 000000 A20005522756

MOD P00019 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00020

700204 130084082500001 [REDACTED]

LLA :

BB 1701810 C1LM 251 24VCS 0 050120 2D 000000 A00005528079

900203 130084082500002 [REDACTED]

LLA :

BB 1701810 C1LM 251 24VCS 0 050120 2D 000000 A00005528079

901201 130084082500003 [REDACTED]

LLA :

BB 1701810 C1LM 251 24VCS 0 050120 2D 000000 A00005528079

MOD P00020 Funding [REDACTED]

Cumulative Funding [REDACTED]

Accounting Data

CLIN/SLIN	PR Number	Amount
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N6133118F3010P00021

700205 130087240900001 [REDACTED]

LLA :

BC 1701804 8B4B 251 24VCS 0 050120 2D 000000 A00005740095

Standard Document #:

700206 130087240900002 [REDACTED]

LLA :

BD 1701804 8C1C 251 24VCS 0 050120 2D 000000 A10005740095

Standard Document #:

MOD P00021 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

N6133118F3010P00022

700207 130088017200001 [REDACTED]

LLA :

BE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00005792279

Standard Document #:

900204 130088017200002 [REDACTED]

LLA :

BE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00005792279

Standard Document #:

MOD P00022 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

N6133118F3010P00023

700208 130088248400001 [REDACTED]

Accounting Data

LLA :

BF 1701810 C1LM 251 24VCS 0 050120 2D 000000 A00005809239

Standard Document #:

900205 130088248400002 [REDACTED]

LLA :

BF 1701810 C1LM 251 24VCS 0 050120 2D 000000 A00005809239

Standard Document #:

901202 130088248400003 [REDACTED]

LLA :

BF 1701810 C1LM 251 24VCS 0 050120 2D 000000 A00005809239

Standard Document #:

930003 130088248400004 [REDACTED]

LLA :

BF 1701810 C1LM 251 24VCS 0 050120 2D 000000 A00005809239

Standard Document #:

MOD P00023 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

N6133118F3010P00024

7100AB 130090384700001 [REDACTED]

LLA :

BG 1701810 C1LM 251 24VCS 0 050120 2D 000000 A00005961750

Standard Document #:

9040AB 130090384700002 [REDACTED]

LLA :

BG 1701810 C1LM 251 24VCS 0 050120 2D 000000 A00005961750

Standard Document #:

MOD P00024 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

N6133118F3010P00025

700007 130071837400001 [REDACTED]

LLA :

AH 1781804 8C1C 251 24VCS 0 050120 2D 000000 A00004552572

Standard Document #:

Accounting Data

700010 130074062500001 [REDACTED]

LLA :

AL 1781804 8C1C 251 24VCS 0 050120 2D 000000 A00004688628

Standard Document #:

MOD P00025 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

Section H - Special Contract Requirements

All terms and conditions, including clauses, in the NAVSEA Seaport Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

NAVSEA 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.

(End of Text)

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

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the

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

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

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

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

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

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

(End of Text)

NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. 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 [REDACTED]. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

GIDEP Operations Center

P.O. Box 8000

██████████
Phone: ██████████

FAX: ██████████

Internet: <http://www.gidep.org>

(End of Text)

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (Sep 1990)

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

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

(End of Text)

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

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

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement

which is not affected by the disputed technical instruction.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

CPFF/CPIF/Cost Only

ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	EST. POP THROUGH
████	██████████	██████████	
████	██████████	██████████	
████	██████████	██████████	
████	██████████	██████████	██████████
████	██████████	████	
████	██████████	████	
████	██████████	████	
████	██████████	████	
████	██████████	████	
████	██████████	████	██████████
████	██████████	████	
████	██████████	████	

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

(c) CLINs/SLINs █████ █████ funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

Section I - Contract Clauses

All terms and conditions, including clauses, in the NAVSEA Seaport Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

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

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars>

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE

- 52.227-11 Patent Rights -- Ownership by the Contractor (May 2014)
- 52.227-13 Patent Rights -- Ownership by the Government (Dec 2007)
- 252.211-7003 Item Unique Identification and Valuation (Mar 2016)
- 252.227-7015 Technical Data-Commercial Items (Feb 2014)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 2016)
- 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business)(June 2012)
- 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (Jun 2015)
- 252.235-7001 Indemnification Under 10 U.S.C. 2354--Cost Reimbursement (Dec 1991)
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991)
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)
- 252.245-7002 Reporting Loss of Government Property (Apr 2012)
- 252.245-7003 Contractor Property Management System Administration (Apr 2012)
- 252.245-7004 Reporting, Reutilization, and Disposal (Sep 2016)
- 252.247-7001 Price Adjustment (Jan 1997)
- 252.246-7001 Warranty of Data (Mar 2014)
- 252.246-7003 Notification of Potential Safety Issues (JUN 2013)
- 252.246-7006 Warranty Tracking of Serialized Items (MAR 2016)
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016)
- 252.246-7008 Sources of Electronic Parts (OCT 2016)
- 252.247-7021 Returnable Containers Other Than Cylinders (MAY 1995)

52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 (months).

(End of Clause)

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

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

Item(s)			Latest Option Exercise Date
CLIN	Period	Description	
7001	Option 1	Labor	No later than ■ months after task order award date
9001, 9011, 9200	Option 1	ODC	No later than ■ months after task order award date
7002	Option 2	Labor	No later than ■ months after task order award date
9002, 9012, 9300	Option 2	ODC	No later than ■ months after task order award date
7003	Option 3	Labor	No later than ■ months after task order award date
9003, 9013, 9400	Option 3	ODC	No later than ■ months after task order award date
7004	Option 4	Labor	No later than ■ months after task order award date
9004, 9014, 9500	Option 4	ODC	No later than ■ months after task order award date

(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 ■ (■) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE I", (NAVSEA 5252.216-9122), if the total man hours 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 man hours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

52.222-2 PAYMENT OF OVERTIME PREMIUMS (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ■ or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

52.232-19 -- AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (Apr 1984)

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

(End of Clause)

52.244-2 SUBCONTRACTS (Oct 2010)

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

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

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

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

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

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

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the 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 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:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED TO ADD TEAM MEMBERS TO THE TASK ORDER AFTER AWARD. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION REQUIRED FOR APPROVAL.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required

under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of the 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 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; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

Address: 5365 Robin Hood Road, Ste 500

Telephone: 757-869-3722

Address: 3750 Centerview Drive

Telephone: 703-708-1400

Address: 78 Apple Street

████████████████████
 Telephone: 732-747-8277

████████████████████
 Address: 6138 Redwood Square Centre STE 203

████████████████████
 Telephone: 703-299-6022

████████████████████
 Address: 88 Silva Lane

████████████████████
 Telephone: 401-849-4750

(End of Clause)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Dec 2010)

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

“Covered Subcontractor” means any entity that has a subcontract valued in excess of \$██████████, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.”

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under.”

(b) The Contractor --

(1) Agrees not to --

(i) Enter into any agreement with any of its employees or independent Contractors that requires, as a condition of employment, that the employee or in Contractor agree to resolve through arbitration

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent Contractor that mandates that the employee or i Contractor resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or (B) Any tort related to or arising out of sexual assault or harassment, includi intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered Subcontractor to agree not to enter into, and not to take any action to enforce, any provisi any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent Contractor performing work related to : subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor’s or Subcontractor’s agreements with employees or independent Contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of Clause)

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (Deviation 2015-O0016) (SEP 2015)

(a) The Contractor shall --

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at www.sam.gov-

- (i) Prior to subcontract award; and
- (ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to —

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor has failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over [REDACTED] and will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION [2015-O0013]) (MAR 2015)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over [REDACTED].

(End of clause)

252.227-7030 TECHNICAL DATA—WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at [252.227-7013](#)(e)(2) or [252.227-7018](#)(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of [REDACTED] percent ([REDACTED] of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

Section J - List of Attachments

Attachment Number	File Name	Description
	Attach_J.1_DD254_FINAL_23FEB2018.pdf	Attach_J.1_DD254_FINAL_23FEB2018
	Exh_A_CDRLS_Revised_04202017.doc	Exhibit.A_Contract_Data_Requirements_List_DD1423_R1
	Exh_B_DI-MGMT-81991.pdf	Exhibit_B_DI_MGT_81991
Exhibit A	CDRL.pdf	Exhibit A - Contract Data Requirements List DD1423 R2