

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00034	3. EFFECTIVE DATE 20-Feb-2020	4. REQUISITION/PURCHASE REQ. NO. 1300831774		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC IHEODTD 4081 North Jackson Road Indian Head MD 20640-5116	CODE N00174	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151		CODE S2404A	SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI TECHNOLOGIES INC. 14370 Newbrook Drive Chantilly VA 20151-2218		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026 / N0017418F3004
		10B. DATED (SEE ITEM 13) 21-May-2018
CAGE CODE 8D014	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 43.103(a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

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

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GENERAL INFORMATION

The purpose of this modification is to:

1. Incorporate Technical Instructions (TIs) under Option Year 1 (OY 1): **33 R1, 21 R21**.
2. Add incremental funding in the amount of \$ **79,877.00**.
3. Update Section H 5252.232-9104 Allotment of funds clause.

Accordingly, said Task Order is modified as follows:

- a. Technical Instructions (TIs) under Option Year 1 (OY 1): **33 R1, 21 R21** are incorporated into the contract as references.

The total amount of funds obligated to the task is hereby increased from \$6,535,783.03 by \$79,877 to **\$6,615,660.03**.

(Option 1)

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	Total	ESTIMATED PERIOD OF PERFORMANCE
7100				
9100				

As a result of this modification:

The funding on CLIN 7100 is increased by

. The funding on CLIN 9100 is increased by

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$12,883,145.95 by \$79,877.00 to \$12,963,022.95.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710062	Fund Type - TBD			
710063	Fund Type - TBD			

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910031 Fund Type - TBD

The total value of the order is hereby increased from \$19,019,422.27 by \$0.00 to \$19,019,422.27.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	BASE YEAR - ENGINEERING AND TECHNOLOGY RELATED SUPPORT SERVICES - In accordance with the Performance Work Statement (Fund Type - TBD) (Fund Type - TBD)		LH			\$6,013,207.42
700001	R425	Funding TI 12 (Fund Type - TBD)					
700002	R425	Funding TI 30 (Fund Type - TBD)					
700003	R425	Funding TI 03 (Fund Type - TBD)					
700004	R425	Funding TI 03 (Fund Type - TBD)					
700005	R425	Funding TI 26 (Fund Type - TBD)					
700006	R425	Funding TI 22 (Fund Type - TBD)					
700007	R425	Funding TI 22 (Fund Type - TBD)					
700008	R425	Funding TI 31 (Fund Type - TBD)					
700009	R425	Funding TI 24 (Fund Type - TBD)					
700010	R425	Funding TI 14 (Fund Type - TBD)					
700011	R425	Funding TI 15 (Fund Type - TBD)					
700012	R425	Funding TI 10 (Fund Type - TBD)					
700013	R425	Funding TI 19 (Fund Type - TBD)					
700014	R425	Funding TI 01 (Fund Type - TBD)					
700015	R425	Funding TI 20 (Fund Type - TBD)					
700016	R425	Funding TI 08 (Fund Type - TBD)					
700017	R425	Funding TI 33 (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700018	R425	Funding TI 16 (Fund Type - TBD)					
700019	R425	Funding TI 16 (Fund Type - TBD)					
700020	R425	Funding TI 23 (Fund Type - TBD)					
700021	R425	Funding TI 21 (Fund Type - TBD)					
700022	R425	Funding TI 21R1 (Fund Type - TBD)					
700023	R425	Funding TI 12R1 (Fund Type - TBD)					
700024	R425	Funding TI 23R1 (Fund Type - TBD)					
700025	R425	Funding TI 25 (Fund Type - TBD)					
700026	R425	Funding TI 25R1 (Fund Type - TBD)					
700027	R425	Funding TI 20 R1 (Fund Type - TBD)					
700028	R425	Funding TI 22R1 (Fund Type - TBD)					
700029	R425	Funding TI 33R1 (Fund Type - TBD)					
700030	R425	Funding TI 32 (Fund Type - TBD)					
700031	R425	Funding TI 08R1 (Fund Type - TBD)					
700032	R425	Funding TI 15R1 (Fund Type - TBD)					
700033	R425	Funding TI 31R1 (Fund Type - TBD)					
700034	R425	Funding TI 01R1 (Fund Type - TBD)					
700035	R425	Funding TI 01R1 (Fund Type - TBD)					
700036	R425	Funding TI 01R1 (Fund Type - TBD)					
700037	R425	Funding TI 02 (Fund Type - TBD)					
700038	R425	Funding TI 02 (Fund Type - TBD)					
700039	R425	Funding TI 02 (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700040	R425	Funding TI 02 (Fund Type - TBD)					
700041	R425	Funding TI 02 (Fund Type - TBD)					
700042	R425	Funding TI 02 (Fund Type - TBD)					
700043	R425	Funding TI 02 (Fund Type - TBD)					
700044	R425	Funding TI 02 (Fund Type - TBD)					
700045	R425	Funding TI 26R1 (Fund Type - TBD)					
700046	R425	Funding TI 16R1 (Fund Type - TBD)					
700047	R425	Funding TI 16R1 (Fund Type - TBD)					
700048	R425	Funding TI 16R1 (Fund Type - TBD)					
700049	R425	Funding TI 16R1 (Fund Type - TBD)					
700050	R425	Funding TI 22R2 - De-Ob (Fund Type - TBD)					
700051	R425	Funding TI 14R1 (Fund Type - TBD)					
700052	R425	Funding TI 30R1 (Fund Type - TBD)					
700053	R425	Funding TI 26R2 (Fund Type - TBD)					
700054	R425	Funding TI 30R2 (Fund Type - TBD)					
700055	R425	Funding TI 03R1 - De-Ob (Fund Type - TBD)					
700056	R425	Funding TI 15R2 - De-Ob (Fund Type - TBD)					
700057	R425	Funding TI 26R4 (Fund Type - TBD)					
700058	R425	Funding TI 30R3 (Fund Type - TBD)					
700059	R425	Funding TI 26R3 (Fund Type - TBD)					
700060	R425	Funding TI 30R4 - De-Ob (Fund Type - TBD)					
700061	R425	Funding TI 26R5 (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700062	R425	Funding TI 20R2 (Fund Type - TBD)					
700064	R425	Funding TI 21R1 (Fund Type - TBD)					
700065	R425	Funding TI 16 (Fund Type - TBD)					
700066	R425	Funding TI 16 (Fund Type - TBD)					
700067	R425	Funding TI 16 (Fund Type - TBD)					
700068	R425	Funding TI 16 (Fund Type - TBD)					
700069	R425	Funding TI 19R1 (Fund Type - TBD)					
700070	R425	Funding TI 10R2 - De-Ob (Fund Type - TBD)					
700071	R425	Funding TI 31R1 - De-Ob (Fund Type - TBD)					
700072	R425	Funding TI 23R3 (Fund Type - TBD)					
700073	R425	Funding TI 14R2 - De-Ob (Fund Type - TBD)					
700074	R425	Funding TI 20R4 - De-Ob (Fund Type - TBD)					
700075	R425	Funding TI 23R4 (Fund Type - TBD)					
700076	R425	Funding TI 23R4 (Fund Type - TBD)					
700077	R425	Funding TI 26R6 - De-Ob (Fund Type - TBD)					
700078	R425	Funding TI 26R6 - De-ob (Fund Type - TBD)					
700079	R425	Funding TI 32 (Fund Type - TBD)					
700080	R425	Funding TI 01R2 - De-ob (Fund Type - TBD)					
700081	R425	Funding TI 19R2 - De-Ob (Fund Type - TBD)					
700084	R425	Funding TI 23R2 - De-Ob (Fund Type - TBD)					
700086	R425	Funding TI 26R7 - De-Ob (Fund Type - TBD)					
700087	R425	Funding TI 21R2 (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700088	R425	Funding TI 21R4 - De-Ob (Fund Type - TBD)					
700089	R425	Fundint TI 32 R2 (Fund Type - TBD)					
7100	R425	OPTION YEAR I - ENGINEERING AND TECHNOLOGY RELATED SUPPORT SERVICES - In accordance with Performance Work Statement (Fund Type - TBD) (Fund Type - TBD)		LH			\$12,122,667.00
710001	R425	Option 1 - Funding TI 25 (Fund Type - TBD)					
710002	R425	Option 1 - Funding TI 25 (Fund Type - TBD)					
710003	R425	Option 1 - Funding TI 16 (Fund Type - TBD)					
710004	R425	Option 1 - Funding TI 16 (Fund Type - TBD)					
710005	R425	Option 1 - Funding TI 01R3 (Fund Type - TBD)					
710006	R425	Option 1 - Funding TI 03 (Fund Type - TBD)					
710007	R425	Option 1 - Funding TI 03 (Fund Type - TBD)					
710008	R425	Option 1 - Funding TI 30 (Fund Type - TBD)					
710009	R425	Option 1 - Funding TI 19 (Fund Type - TBD)					
710010	R425	Option 1 - Funding TI 19 (Fund Type - TBD)					
710011	R425	Option 1 - Funding TI 23R1 (Fund Type - TBD)					
710012	R425	Option 1 - Funding TI 26 (Fund Type - TBD)					
710013	R425	Option 1 - Funding TI 02 (Fund Type - TBD)					
710014	R425	Option 1 - Funding TI 02 (Fund Type - TBD)					
710015	R425	Option 1 - Funding TI 02 (Fund Type - TBD)					
710016	R425	Option 1 - Funding TI 02 (Fund Type - TBD)					
710017	R425	Option 1 - Funding TI 02 (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710018	R425	Option 1 - Funding TI 24 (Fund Type - TBD)					
710019	R425	Option 1 - Funding TI 22 (Fund Type - TBD)					
710020	R425	Option 1 - Funding TI 23 (Fund Type - TBD)					
710021	R425	Option 1 - Funding TI 33 (Fund Type - TBD)					
710022	R425	Option 1 - Funding TI 33 (Fund Type - TBD)					
710023	R425	Option 1 - Funding TI 08 (Fund Type - TBD)					
710025	R425	Option 1 - Funding TI 14 (Fund Type - TBD)					
710027	R425	Option 1 - Funding TI 25 (Fund Type - TBD)					
710028	R425	Option 1 - Funding TI 20 (Fund Type - TBD)					
710029	R425	Option 1 - Funding TI 23R2 (Fund Type - TBD)					
710030	R425	Option 1 - Funding TI 23R3 (Fund Type - TBD)					
710031	R425	Option 1 - Funding TI 32 (Fund Type - TBD)					
710032	R425	Option 1 - Funding TI 14 R1 (Fund Type - TBD)					
710033	R425	Option 1 - Funding TI 21 (Fund Type - TBD)					
710034	R425	Option 1 - Funding TI 21 R1 (Fund Type - TBD)					
710035	R425	Option 1 - Funding TI 23 R4 (Fund Type - TBD)					
710036	R425	Option 1 - Funding TI 23 R5 (Fund Type - TBD)					
710037	R425	Option 1 - Funding TI 23 R6 (Fund Type - TBD)					
710038	R425	Option 1 - Funding TI 30 R1 (Fund Type - TBD)					
710039	R425	Option 1 - Funding TI 34 (Fund Type - TBD)					
710040	R425	Option 1 - Funding TI 16 R1 (Fund Type - TBD)					
710041	R425	Option 1 - Funding TI 16 R1 (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710042	R425	Option 1 - Funding TI 16 R1 (Fund Type - TBD)					
710043	R425	Option 1 - Funding TI 16 R1 (Fund Type - TBD)					
710044	R425	Option 1 - Funding TI 35 (Fund Type - TBD)					
710045	R425	Option 1 - Funding TI 35 R1 (Fund Type - TBD)					
710046	R425	Option 1 - Funding TI 35 R2 (Fund Type - TBD)					
710047	R425	Option 1 - Funding TI 01 R1 (Fund Type - TBD)					
710048	R425	Option 1 - Funding TI 03 R1 (Fund Type - TBD)					
710049	R425	Option 1 - Funding TI 10 (Fund Type - TBD)					
710050	R425	Option 1 - Funding TI 12 (Fund Type - TBD)					
710051	R425	Option 1 - Funding TI 12 (Fund Type - TBD)					
710052	R425	Option 1 - Funding TI 31 (Fund Type - TBD)					
710053	R425	Option 1 - Funding TI 31 (Fund Type - TBD)					
710054	R425	Option 1 - Funding TI 20 R1 (Fund Type - TBD)					
710055	R425	Option 1 - Funding TI 21 R2 (Fund Type - TBD)					
710056	R425	Option 1 - Funding TI 26 R2 (Fund Type - TBD)					
710057	R425	Option 1 - Funding TI 26 R2 (Fund Type - TBD)					
710058	R425	Option 1 - Funding TI 30 R2 (Fund Type - TBD)					
710059	R425	Option 1 - Funding TI 16 R2 (Fund Type - TBD)					
710060	R425	Option 1 - Funding TI 21 R19 (Fund Type - TBD)					
710061	R425	Option 1 - Funding TI 01 (Fund Type - TBD)					
710062	R425	Option 1 - Funding TI 21 R21 (Fund Type - TBD)					
710063	R425	Option 1 - Funding TI 33 R1 (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	OPTION YEAR II - ENGINEERING AND TECHNOLOGY RELATED SUPPORT SERVICES - In accordance with Performance Work Statement (Fund Type - TBD) (Fund Type - TBD) Option		LH			\$9,223,414.20
7300	R425	OPTION YEAR III - ENGINEERING AND TECHNOLOGY RELATED SUPPORT SERVICES - In accordance with Performance Work Statement (Fund Type - TBD) (Fund Type - TBD) Option		LH			\$9,318,243.81
7400	R425	OPTION YEAR IV - ENGINEERING AND TECHNOLOGY RELATED SUPPORT SERVICES - In accordance with Performance Work Statement (Fund Type - TBD) (Fund Type - TBD) Option		LH			\$9,411,267.82

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		Not Separately Priced Data CLIN to support CLINs 7000, 7100, 7200, 7300, 7400. In accordance with Contract Data Requirements List (CDRLs) A001-A015, the Government shall have unlimited data rights to all data generated IAW DFARS 252.227-7013 unless an assertion is provided and accepted by the government with the offer IAW DFARS 252-227-7017. All data generated under the procurement has been paid for, in full, by the Government.		LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	BASE YEAR Other Direct Costs (ODC) in support of CLIN 7000 - Travel (NTE - \$242,015.00), Materials/Supplies (NTE - \$192,011.96.) (Fund Type - TBD)			
900001	R425	FUNDING TI 12 (Fund Type - TBD)			
900002	R425	FUNDING TI 30 (Fund Type - TBD)			

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
900003	R425	Funding TI 03 (Fund Type - TBD)				
900004	R425	Funding TI 22 (Fund Type - TBD)				
900005	R425	Funding TI 26 (Fund Type - TBD)				
900006	R425	Funding TI 26 (Fund Type - TBD)				
900007	R425	Funding TI 14 (Fund Type - TBD)				
900008	R425	Funding TI 14 (Fund Type - TBD)				
900009	R425	Funding TI 19 (Fund Type - TBD)				
900010	R425	Funding TI 19 (Fund Type - TBD)				
900011	R425	Funding TI 08 (Fund Type - TBD)				
900012	R425	Funding TI 01 (Fund Type - TBD)				
900013	R425	Funding TI 01 (Fund Type - TBD)				
900014	R425	Funding TI 20 (Fund Type - TBD)				
900015	R425	Funding TI 33 (Fund Type - TBD)				
900016	R425	Funding TI 21 (Fund Type - TBD)				
900017	R425	Funding TI 21R1 - De-Ob (Fund Type - TBD)				
900018	R425	Funding TI 10 R1 - De-Ob (Fund Type - TBD)				
900019	R425	Funding TI 23 R1 - De-Ob (Fund Type - TBD)				
900020	R425	Funding TI 32 (Fund Type - TBD)				
900021	R425	Funding TI 33R1 - De-Ob (Fund Type - TBD)				
900022	R425	Funding TI 33R1 - De-Ob (Fund Type - TBD)				
900023	R425	Funding TI 20R1 (Fund Type - TBD)				
900024	R425	Funding TI 08R1 - De-Ob (Fund Type - TBD)				
900025	R425	Funding TI 01R1 - De-Ob (Fund Type - TBD)				
900026	R425	Funding TI 01R1 - De-Ob (Fund Type - TBD)				
900027	R425	Funding TI 01R1 - De-Ob (Fund Type - TBD)				
900028	R425	Funding TI 01R1 - De-Ob (Fund Type - TBD)				
900029	R425	Funding TI 26R1 - De-Ob (Fund Type - TBD)				
900030	R425	Funding TI 26R1 - De-Ob (Fund Type - TBD)				
900031	R425	Funding TI 22R2 - De-Ob (Fund Type - TBD)				
900032	R425	Funding TI 22R2 - De-Ob (Fund Type - TBD)				
900033	R425	Funding TI 14R1 (Fund Type - TBD)				
900034	R425	Funding TI 14R1 (Fund Type - TBD)				
900035	R425	Funding TI 30R1 (Fund Type - TBD)				
900036	R425	Funding TI 12R2 - De-Ob (Fund Type - TBD)				
900037	R425	Funding TI 30R2 (Fund Type - TBD)				
900038	R425	Funding TI 03R1 - De-Ob (Fund Type - TBD)				

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
900039	R425	Funding TI 03R1 - De-Ob (Fund Type - TBD)				
900040	R425	Funding TI 30R3 (Fund Type - TBD)				
900041	R425	Funding TI 30R3 - De-Ob (Fund Type - TBD)				
900042	R425	Funding TI 20R2 - De-Ob (Fund Type - TBD)				
900043	R425	Funding TI 30R4 - De-Ob (Fund Type - TBD)				
900044	R425	Funding TI 32 R2 (Fund Type - TBD)				
9100	R425	OPTION YEAR I Other Direct Costs (ODC) in support of CLIN 7100 - Travel (NTE - \$298,788.65), Materials/Supplies (NTE - \$190,348.55) (Fund Type - TBD)				
910001	R425	Option 1 - Funding TI 03 (Fund Type - TBD)				
910002	R425	Option 1 - Funding TI 30 (Fund Type - TBD)				
910003	R425	Option 1 - Funding TI 19 (Fund Type - TBD)				
910004	R425	Option 1 - Funding TI 19 (Fund Type - TBD)				
910005	R425	Option 1 - Funding TI 22 (Fund Type - TBD)				
910006	R425	Option 1 - Funding TI 22 (Fund Type - TBD)				
910007	R425	Option 1 - Funding TI 33 (Fund Type - TBD)				
910008	R425	Option 1 - Funding TI 33 (Fund Type - TBD)				
910009	R425	Option 1 - Funding TI 08 (Fund Type - TBD)				
910011	R425	Option 1 - Funding TI 20 (Fund Type - TBD)				
910012	R425	Option 1 - Funding TI 23R3 (Fund Type - TBD)				
910013	R425	Option 1 - Funding TI 32 (Fund Type - TBD)				
910014	R425	Option 1 - Funding TI 14 R1 (Fund Type - TBD)				
910015	R425	Option 1 - Funding TI 14 R1 (Fund Type - TBD)				
910016	R425	Option 1 - Funding TI 21 (Fund Type - TBD)				
910017	R425	Option 1 - Funding TI 21 R1 (Fund Type - TBD)				
910018	R425	Option 1 - Funding TI 23 R6 (Fund Type - TBD)				
910019	R425	Option 1 - Funding TI 30 R1 (Fund Type - TBD)				
910020	R425	Option 1 - Funding TI 34 (Fund Type - TBD)				
910021	R425	Option 1 - Funding TI 35 R1 (Fund Type - TBD)				
910022	R425	Option 1 - Funding TI 35 R2 (Fund Type - TBD)				
910023	R425	Option 1 - Funding TI 01 R1 (Fund Type - TBD)				
910024	R425	Option 1 - Funding TI 01 R1 (Fund Type - TBD)				
910025	R425	Option 1 - Funding TI 03 R1 (Fund Type - TBD)				
910026	R425	Option 1 - Funding TI 10 (Fund Type - TBD)				
910027	R425	Option 1 - Funding TI 32 R1 (Fund Type - TBD)				
910028	R425	Option 1 - Funding TI 20 R1 (Fund Type - TBD)				
910029	R425	Option 1 - Funding TI 30 R2 (Fund Type - TBD)				

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
910030	R425	Option 1 - Funding TI 16 R2 (Fund Type - TBD)				
910031	R425	Option 1 - Funding TI 21 R21 (Fund Type - TBD)				
9200	R425	OPTION YEAR II Other Direct Costs (ODC) in support of CLIN 7200 - Travel (NTE - \$269,934.40), Materials/Supplies (NTE - \$150,969.05) (Fund Type - TBD) Option				
9300	R425	OPTION YEAR III Other Direct Costs (ODC) in support of CLIN 7300 - Travel (NTE - \$273,983.42), Materials/Supplies (NTE - \$153,988.43) (Fund Type - TBD) Option				
9400	R425	OPTION YEAR IV Other Direct Costs (ODC) in support of CLIN 7400 - Travel (NTE - \$278,093.17), Materials/Supplies (NTE - \$157,068.20) (Fund Type - TBD) Option				

NOTE A: LEVEL OF EFFORT

For labor items, Offerors shall propose man-hours specified in Section B to perform requirements of the Performance Work Statement (PWS) provided for the period of performance specified in Section F. The ALT 1 PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is 138,060 man-hours per year, with the labor mix recommended in Section L, Table 1. Offerors may deviate from the provided labor mix but must propose a total of 138,060 total hours per year. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

*** FEE IS NOT ALLOWED ON ODCS. THE ODCS ARE NOT TO EXCEED AMOUNTS THAT ARE INCLUSIVE OF ANY ASSOCIATED INDIRECT RATES.**

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

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

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

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

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

HQ B-2-0015 PAYMENT OF FEES(S) (LEVEL OF EFFORT – ALTERNATE I) (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

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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 at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

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

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

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

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

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

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

(END OF CLAUSE)

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

This entire task order is Cost-Plus-Fixed-Fee, Level of Effort type, with the exception of the ODC CLINs, which are cost-type. ODCs will be awarded as a Not-To-Exceed (NTE) cost under this task order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT ENGINEERING AND TECHNOLOGY RELATED SUPPORT SERVICES NSWC IHEODTD, Picatinny Detachment

1.0 PURPOSE AND BACKGROUND

1.1 The Naval Surface Warfare Center, Indian Head Explosive Ordnance Disposal Technology Division (NSWC IHEODTD) Picatinny Detachment is a Navy Working Capital Fund (NWCF) organization which provides engineering, technical and support services to various customers within the United States Government.

1.2 NSWC IHEODTD, Picatinny Detachment's primary mission is to provide In-Service Support to Major, Medium and Minor Caliber Gun Systems operated by the US Navy. Contractor support is required for engineering and technology-related expertise.

2.0 SCOPE OF WORK

2.1 The Contractor shall provide engineering, technical and support services to NSWC IHEODTD, Picatinny Detachment's Systems Integration Department in support of Major, Medium and Minor Caliber Gun Systems. Services under this task order will include database management, engineering, and logistics management. These services will assist the NSWC IHEODTD, Picatinny Detachment in fulfilling its mission. Services will be provided primarily in government or contractor facilities in the United States. Occasionally the Contractor will be required to travel to foreign countries and even hostile areas/war zones to provide services. For many tasks, the place of service will be at the discretion of the Contractor. Some tasks, however, will specify the location in the issued technical instruction. The Contractor is not authorized to make purchases on behalf of the Government.

2.2 The Contractor shall have and maintain a local office within a 250 mile radius from NSWC IHEODTD, Picatinny.

2.3 The Contractor shall execute engineering, technical, and management support for all three divisions of the Systems Integration Department under the following tasks of the performance work statement. Key areas are:

2.3.1 Provide Weapon Systems Science, Technology, Engineering and Logistics Services and Support.

2.3.2 Provide technical systems engineering analysis and basic scientific studies of weapon systems and performance.

2.3.3 Perform engineering studies necessary to support new concepts designs and programs to support the acquisition cycle.

2.3.4 Provide other technical services such as technical documents, drafting, illustrations, etc.

2.4 In performance of these tasks, the Contractor shall have a thorough knowledge and experience in the following areas:

- Knowledge, skills, and abilities regarding Navy gun weapon systems operations and technologies and ability to provide expert advice and independent analysis regarding naval gun weapon systems.
- MIL-STD-882 based system safety programs.
- Demonstrated ability to provide immediate response to Navy Fleet gun weapon casualties.

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- Navy Data Environment (NDE) and Ship Change Document (SCD) processing.
- Navy Integrated Logistics Support and ability to prepare and edit technical manuals, provisioning for spare parts, and managing materials used for direct fleet support.

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

3.0 REQUIREMENTS

3.1 Kickoff Meeting

There shall be a Government/Contractor Kickoff Meeting to establish Government/Contractor interfaces within 15 days after task order award, or as mutually agreed to by the Government and the Contractor. The anticipated meeting objectives shall include a face to face meeting between key personnel, team introduction, general program discussions, as well as more specific information in regards to the supported programs. The Contractor shall document meeting minutes for Government review and approval within 10 business days from the completion of the meeting (CDRL A001).

3.2 Monthly Progress Reports

The Contractor shall prepare monthly progress reports (MPR) for all services provided per paragraphs 3.3 through 3.11 in accordance with CDRL A002.

3.3 Logistics Engineering

The Contractor shall perform independent analysis and technical studies and provide engineering and technical services in the area of mission-related logistics engineering support. Areas of particular involvement include:

- a. Supporting Configuration Management (CM) requirements for hardware development and production contracts.
- b. Developing, implementing, updating and maintaining configuration control system for equipment including interfacing with all Navy and other Department of Defense (DOD) and commercial configuration management systems.
- c. Establishing life-cycle status records for change documentation for review of Ship Alterations (SHIPALTs), Ordnance Alterations (ORDALTs), Engineering Change Proposals (ECPs) and contract delivery schedule to update inventory data, project the impact of future deliveries on installation scheduling, and forecast installation, manpower, and funding requirements.
- d. Planning coordinating and participating in Physical and Functional Configuration Audits (PCA & FCA).
- e. Assessing hardware contractor submission of logistics data items and developing changes necessary when required.
- f. Preparing technical input for Configuration Control Board (CCB) directives.
- g. Developing, reviewing and updating Logistic Planning documents Logistics Planning documents and Provisioning Technical Documentation including conducting Logistic Support Analysis.
- h. Conducting market research studies to establish commercial sources including identifying vendors as alternative production sources.
- i. Assist and develop detailed equipment maintenance instructions (CDRL A003)
- j. Providing advice/recommendation for technical specifications and acceptance testing
- k. Develop/maintain Parts Provisioning Lists and furnish input to Interactive Computer Aided Provisioning System (ICAPS) (CDRL A004)
- l. Coordinate with project engineers, designers, contractors and other Navy activities to obtain external logistics support and approvals

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- m. Review and respond to ammunition cataloging requests with respect to packaging
- n. Support In-service Engineering Agents (ISEAs) throughout the lifecycle of equipment and generate Operational Risk Management (ORM) analysis, technical memos and technical reports supporting engineering.

3.4 Reliability, Maintainability, Availability and Quality Assurance Engineering (RMA/QA)

The Contractor shall perform independent analysis and technical studies and provide engineering and technical services in the area of mission-related RMA/QA engineering support. Areas of particular involvement include:

- a. Preparing Quality Assurance Test and Inspection Plans (QATIPs). (CDRL A005)
- b. Reviewing and providing RMA/QA input to user documents, program plans, predictions, specifications, technical data packages and procurement packages.
- c. Analyzing RMA/QA test results and recommending corrective actions.
- d. Developing and conducting equipment RMA methods selected to satisfy program life-cycle phasing.
- e. Certifying special process operations.
- f. Conducting floor reviews of QATIPs used at industrial facilities and recommending necessary changes.
- g. Developing and updating quality assurance receipt, inspection and surveillance procedures

3.5 Systems Engineering

The Contractor shall perform independent analysis and technical studies and provide engineering and technical services in the area of mission-related systems engineering support. Areas of particular involvement include:

- a. Analyzing and documenting operational and maintenance requirements including developing and documenting computer modeling. (CDRL A006)
- b. Developing and updating program planning documentation, specifications and commercial item descriptions and performance specifications. (CDRL A007)
- c. Evaluating developing concepts and providing reports with supporting rationale. (CDRL A007)
- d. Performing independent engineering analyses to assess the threat and vulnerability effects on systems/components.
- e. Recommending redesign, modification or alteration of hardware and software for Preplanned Product Improvements.
- f. Conducting systems engineering studies for ship/systems integration and providing recommendations. (CDRL A008)
- g. Supporting and developing, updates for validations of Technical Repair Standards, Fleet, other user and intermediate level maintenance repair procedures.
- h. Developing new standard job procedures, maintenance procedures, and calibration techniques
- i. Providing supporting information and documents for presentation of new equipment or proposed changes to obtain approval of the Weapons Systems Explosive Safety Review Board and/or other oversight groups. (CDRL A007)
- j. Analysis and documenting threats including developing methods to defeat threats including the effects of any and all logistic elements and conducting modeling and simulation of missile, gun, security, and other types of weapons and weapon systems responses. (CDRL A007)

3.6 Maintenance Engineering

The Contractor shall perform independent analysis and technical studies and provide engineering and technical services in the area of mission-related maintenance engineering support. Areas of particular involvement include:

- a. Investigating failures including but not limited to mechanical, electrical and hydraulic failures.
- b. Developing, reviewing and evaluation maintenance and repair procedures and developing recommendations to correct or prevent problems or improve maintenance support.
- c. Updating of Material Condition Review (MCR) books and preparing new MCR books and other field test documents including supporting the Navy's total ships test program.
- d. Developing installation plans and instructions for ordnance systems improvements including developing all documents and changes required to implement change. (CDRL A009)
- e. Developing technical planning data and life-cycle support analyses.
- f. Updating existing and developing new maintenance and repair, planning documents and providing technical support

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for their implementation.

- g. Providing on-site technical support in response to fleet and other User's requests.

3.7 Test and Evaluation Engineering

The Contractor shall perform independent analysis and technical studies and provide engineering and technical services in the area of mission-related test and evaluation engineering support. Areas of particular involvement include:

- a. Providing recommendations to ensure test and evaluation inputs are included in documentation to be reviewed at preliminary, critical or detail design reviews.
- b. Developing and evaluating new test techniques. (CDRL A010)
- c. Developing computer software and associated models and documentation used in the support of test and evaluation studies. (CDRL A011)
- d. Developing and implementing test methods for designated functions. (CDRL A010)
- e. Developing, designing, installing, and using test instrumentation and equipment. (CDRL A010)
- f. Supporting inspection criteria changes.
- g. Assessing techniques, observations, and results during testing and interpretation of these results.

3.8 Acquisition Engineering

The Contractor shall perform independent analysis and technical studies and provide engineering and technical services in the area of mission-related acquisition engineering support. Areas of particular involvement include:

- a. Performing technical analyses of documentation for systems acquisition programs.
- b. Reviewing Original Equipment Manufacturing (OEM) system/technical documents and proposals.
- c. Developing risk management techniques for program evaluation.
- d. Developing draft program documentation to support budgets, schedules, and objectives including documents required to justify and support program approval and justification at all levels of the DOD Acquisition cycle. (CDRL A012)
- e. Review costs estimates/projections to assess cost reasonableness and validity.
- f. Analyzing reports regarding progress, cost, schedule, and testing.
- g. Conducting cost/benefit analyses for alternative acquisition approaches. (CDRL A012)
- h. Supporting second source acquisition efforts, including transition, qualifications and life-cycle analysis.
- i. Performing Scientific Studies necessary to support new concepts, designs and programs to support the acquisition cycle.

3.9 Foreign Military Sales (FMS) Support

The Contractor shall perform technical, logistic, engineering planning support for mission-related Foreign Military Sales (FMS) cases. Areas of particular involvement include:

- a. Preparing Price and Availability (P & A) data.
- b. Maintaining current FMS acquisition plans for preparing responses to inquiries concerning technical, financial, logistics and contractual status.
- c. Participating in in-country site surveys, program reviews, and FMS working groups to correct equipment problems, upgrade equipment and set up and support in-country maintenance to correct efforts including manufacture.
- d. Maintaining a current and comprehensive library of FMS-related publications and directives.
- e. Integrating FMS technical, engineering and logistics planning with US Navy programs.
- f. Providing technical documentation and changes there to, support equipment and support requirements unique to foreign navies.

3.10 Program Support

The Contractor shall provide program support of various engineering and technical tasks. Areas of particular involvement include:

- a. Preparing and maintaining systems publications, technical manuals and computer related documentation including

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- Continuous Acquisition and Life-cycle Support (CALs) compliant data.
- b. Providing graphic arts, video and other visual aids material that include spreadsheets, presentations, illustrations, charts and graphs; materials will be produced, as required, to support the mission-related tasks and may involve supplementary data reports, plans, studies, documentation or related presentations (CDRL A013)
- c. Providing Data Transfer Translation services for various types of engineering technical data compatible with commercial and CALs standards. (CDRL A007)
- d. Providing a cross-reference search capability to relate specific categories to specific end items with data indexed into the areas of malfunction investigations, contracts, production lot data and vendor qualifications. (CDRL A014)
- e. Developing/documenting program management and control plans, procedures and reports. (CDRL A007)

3.11 Secure Asset Staging Management

The Contractor shall perform independent analysis and technical studies and provide warehouse management services in the area of mission-related production engineering support. Areas of particular involvement include:

- a. Involves the receipt and shipment of Packaging, Handling, Storage and Transportation (PHST) equipment, test items and Operating Materials & Supplies (OM&S), ensuring specifications, quantity and quality of shipments are correct; verifying items and identifying losses; maintaining an organized warehouse layout; loading and unloading trucks and transporting material locally when needed.
- b. Participates in the shipping, receiving, organizing, storing and issuing of OM&S and PHST equipment. Prepare 1149's by pulling materials; packing boxes; building boxes; placing order in delivery area. (CDRL A015)
- c. Receives stock and non-stock items and ensures specifications, quantity and quality of orders are correct.
- d. Loads and unloads delivery trucks for the purpose of receiving stock and/or filling orders for transport.
- e. Drives vehicles (e.g. truck, forklift, etc.) for the purpose of transporting orders and materials to designated sites.
- f. Prepares materials by pulling from stock for the purpose of meeting delivery requirements.
- g. Participates in physical inventories for the purpose of verifying stock. (CDRL A015)
- h. Responds to inquires of staff for the purpose of providing information and/or direction regarding the status of shipments and deliveries.
- i. Maintains documents, files and records (e.g. 1149's, 1348's, etc.)
- j. Maintains delivery vehicles, Forklifts (e.g. checking fluid levels, battery levels, etc.)
- k. Maintains safe and clean work environment by keeping shelves, pallet area, floors, and workstations neat; maintaining clean shipping area; complying with procedures, rules, and regulations
- l. A valid forklift operator's license is required for this task.

4.0 REPORTING REQUIREMENTS

4.1 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 engineering and technology related support 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

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Transmission (D304) 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.dmdc.osd.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.dmdc.osd.mil>.

4.2 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT)

The Contractor shall 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.

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 (CDRL A016).

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/](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: Ecrafter.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 their 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 notification from eCRAFT.

5.0 SECURITY

All Contractor personnel providing support under this Task Order must be U.S. citizens and shall possess and retain a Department of Defense (DoD) Secret clearance.

HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)

Item(s) 7999 - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) 1, attached hereto.

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to NAVSEA Solicitation No. N00174-17-R-3031.

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

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

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

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

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

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

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

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

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

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

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

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

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

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

(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

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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

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situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

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

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

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

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

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

(1) The support contractor not discloses any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

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

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

IHEODTD 17 - PERSONNEL QUALIFICATIONS (MINIMUM) NAVSEA/NSWC IHEODTD (OCT 2013)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as recommended minimums, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

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(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Labor Categories Minimum Requirements

***Reference Key Personnel document which is included as an attachment in Section J of the solicitation.**

_____	_____
_____	_____
_____	_____

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SECTION D PACKAGING AND MARKING

See Basic Contract and Performance Work Statement.

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

HQ D-1-0001

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

	(Name of Individual Sponsor)
	(Name of Requiring Activity)
	(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance at Destination

All provisions and clauses in Section E of the basic contract apply to this task order, unless otherwise specified in this task order.

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

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

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

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

INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government specified in an applicable TI. *Note that the COR is identified in Section G of this Task Order

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	5/21/2018 - 5/20/2019
7100	5/21/2019 - 5/20/2020
9000	5/21/2018 - 5/20/2019
9100	5/21/2019 - 5/20/2020

CLIN - DELIVERIES OR PERFORMANCE

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

7000	05/21/2018 - 05/20/2019
9000	05/21/2018 - 05/20/2019

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

7100	05/21/2019 - 05/20/2020
7200	05/21/2020 - 05/20/2021
7300	05/21/2021 - 05/20/2022
7400	05/21/2022 - 05/20/2023
9100	05/21/2019 - 05/20/2020
9200	05/21/2020 - 05/20/2021
9300	05/21/2021 - 05/20/2022
9400	05/21/2022 - 05/20/2023

The basic effort to be performed under this contract, shall be completed within a period of twelve months for the base year, with Four One-Year Options to be exercised if deemed in the best interest of the government.

The task order period of performance shall not exceed the period of performance of the SeaPort contract.

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:

ITEM(S) FROM TO

7000	05/21/2018 - 05/20/2019
9000	05/21/2018 - 05/20/2019
7100	05/21/2019 - 05/20/2020

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7200 05/21/2020 - 05/20/2021

7300 05/21/2021 - 05/20/2022

7400 05/21/2022 - 05/20/2023

9100 05/21/2019 - 05/20/2020

9200 05/21/2020 - 05/20/2021

9300 05/21/2021 - 05/20/2022

9400 05/21/2022 - 05/20/2023

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS (JUN 2011)

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.

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SECTION G CONTRACT ADMINISTRATION DATA

IHEODTD 76 - NAVALSURFACEWARFARECENTERINDIANHEADEXPLOSIVEORDNANCEDISPOSAL TECHNOLOGY DIVISION (NSWC IHEODTD), NAVALSEASYSTEMSCOMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/NSWC IHEODTD) (DEC 2013)

- The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.
- The scheduled holidays for NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division, are:

HOLIDAYS*

New Year's Day
 Martin Luther King's Birthday
 President's Day Memorial Day Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Day Christmas Day

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

- The hours of operation for the Contracts Department and Receiving Branch are as follows:

AREA FROM TO

INDIAN HEAD CAMPUS (Maryland):

Contracts Office (BLDG. 1558) 7:30 A.M. 4:00 P.M.

Receiving Office (BLDG. 116) 7:30 A.M. 11:30 A.M.
 12:30 P.M. 3:30 P.M.

EOD CAMPUS (Maryland):

Contracts Office (BLDG. 2008) 7:30 A.M. 4:00 P.M. Receiving Office (BLDG. 2195) 7:30 A.M.
 3:30 A.M.

PICATINNY CAMPUS (New Jersey):

Contracts Office (BLDG. 61N) 7:30 A.M. 4:00 P.M. Receiving Office (BLDG. 3355) 7:00 A.M. 3:30 A.M.

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

- NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division is a tenant of the Naval Support Activity South Potomac (NSASP) at Indian Head. Access to the NSASP at Indian Head Explosive Ordnance Disposal Technology Division shall be in accordance with NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Command Security Policy requirements. Routine Physical Contractor Access to a Federally-controlled Activity

4.1 Activity Regulations

All contractor personnel employed on the Activity shall become familiar with and obey all Activity regulations including but are not limited to installation access control policy, safety, traffic and security regulations. The contractor in the performance of work requirements must comply with these regulations.

4.2 Personally Identifiable Information (PII)

Personally Identifiable Information is information that can be used to distinguish or trace someone's identity. It includes information such as name, social security number, date and place of birth, mother's maiden name, and biometric records, including any other personnel information which is linked to an individual. When submitting any of this information in electronic communication methods ensure the subject line indicates "For Official Use Only (FOUO) Privacy Sensitive". Contractor's who work with records that contain the aforementioned sensitive information are responsible for protection of PII. Failure to safeguard PII can result in identity theft as well as can result in criminal penalties against the individual and civil penalties against the agency. In order to protect PII, all documentation utilized by Naval Support Activity South Potomac (NSASP) for vetting and determining the fitness of individual requesting and/or requiring access to NSASP installations will be destroyed.

4.3 Citizenship

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Individuals working on this contract must be U.S. citizens, immigrant/resident aliens who hold a current resident alien card with a photo; either the I-551 with a photo and without an expiration date or who hold the new type I-766 Employment Authorization Card (with magnetic strip, photo, hologram) issued by Homeland Security in their possession in order to enter the installation. As is the case with anyone allowed access to the installation, these individuals must also have a current driver's license or state issued identification card.

Resident aliens or those with a Homeland Security I-766 may work in the general or restricted areas but cannot enter or work inside technical buildings unless authorized by the cognizant command.

Those with any other type of work permit, resident cards with expiration dates, visas, etc. will not be granted access.

4.4 Expected Visitor

Submission of personal information is required for the purpose of vetting individuals to ensure fitness for access to military installations, to include criminal record and sex offender registry status. In accordance with the Office of the Chief of Naval Operations (OPNAV), OPNAVINST 1752.3 dated 27 May 2009 sex offenders are prohibited from accessing Navy facilities. Information obtained will be destroyed once verified. Non-compliance in providing personal information will result in denial of access.

An expected visitor must identify the Company Name along with address, Date of the Visit, Visitor Name (first name, middle initial and last name), Social Security Number (SSN), Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date), Building Number Visiting, Point of Contact and Telephone number not later than **five working days** before the required visit to the Contracting Officer Representative (COR).

Prior to granting access, the aforementioned expected visitor information is required to be submitted to the COR.

On the day of the arrival, the person must bring their photo identification, vehicle registration and proof of insurance card. All visitors must stop at the Activity pass office for clearance.

4.5 Recurring Vendors, Contractors, Suppliers and Other Service Providers

NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division has implemented RAPIDGate for non-common access card (CAC) vendors, contractors, and suppliers program in accordance with Commander, Navy Installations Command (CNIC) Notice 5530 dated 12 July 2010. It is strongly encouraged that all non-CAC holders who require base access enroll into the RAPIDGate program. RAPIDGate provides a standardized background check, identification credential, biometric capabilities and entry procedures that will enhance security while significantly expediting access. RAPIDGate credential will be issued and base access granted once the enrollee passes vetting and National background checks conducted by RAPIDGate systems maintained by the installation. The RAPIDGate credential will be the only means for long term installation access. After 1 June 2011, NSASP will only issue one day Temporary Paper Passes and all previously issued passes will expire. Participants in the RAPIDGate program will have streamlined access to the installation which will reduce time and costs to companies desiring to conduct business on NSASP installations. The following RAPIDGate Program Enrollment Information is provided:

4.5.1 Enrollment in RAPIDGate

Enroll your company by calling 1-877-RAPIDGate (1-877-727-4342). A customer service representative will give you all the necessary information regarding the program and send you the necessary enrollment forms. You will need to provide your installation name (NSA South Potomac) and sponsor point of contact or (COR), including a name, phone number and e-mail address. NSASP must authorize your request to participate in the RAPIDGate Program. The minimum elapsed time from company enrollment to an employee receiving RAPIDGate credential is approximately two weeks.

4.5.2 Current RAPIDGate Enrollment

If your company is already enrolled in the RAPIDGate Program at another installation, you may request access to this installation by calling the aforementioned number. Once your company is approved by NSASP your employees who already hold RAPIDGate credentials will be able to use the same credentials at our installation.

4.5.3 Approved RAPIDGate Enrollment

Once your company has been approved for enrollment and paid the enrollment fee, instruct your employees to register at the self service registration located at the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Pass and ID Office at Indian Head Explosive Ordnance Disposal Technology Division. Each employee should be ready to provide your company's RAPIDGate company code, his or her address, phone number, date of birth, and social security number. The registration station will capture the employee's photograph for badging and fingerprints for identity verification.

4.5.4 Assisted RAPIDGate registrations

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Assisted registration at your company's location may be available if you have 50 or more employees to register. Contact RAPIDGate for details at 1-877-RAPIDGate.

4.5.5 RAPIDGate Background Screening and Credentialing

RAPIDGate program performs background screening and credentialing. Upon the company approving an employee participation and paid the registration fee, the RAPIDGate Program performs identity authentication and background screening. Your company will be notified when qualified employees may pick up their personalized RAPIDGate credentials at the NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Pass and ID Office. To retrieve the credential, the employee must show proof of identity by presenting one form of identification from List A or two forms of identification from List B.

4.5.6 Forms of Acceptable Identification for picking up credentials:

List A – One Required

- U.S. Passport (current not expired)
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
- Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)

List B – Two Required

- Drivers license or ID card issued by a state
- ID Card issued by federal, state or local government agencies or entities
- School ID card with a photograph
- Voter's registration card
- U.S. Military card or draft card
- Military Dependent's ID Card
- U.S. Coast Guard Merchant Mariner Card
- Native American Tribal document
- Driver's license issued by a Canadian Government Authority
- U.S. Social Security card issued by the Social Security Administration
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal.
- U.S. Citizen ID Card (Form I-197)
- ID Card for use of Resident Citizen in the United States (Form I-179)
- Unexpired employment authorization document issued by DHS (other than those listed under List A)

4.5.6.7 RAPIDGate entry

After activating the RAPIDGate credentials, employees present them to the officer at the entry control point to request entry to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division. Participants must wear and display their credential at all times while on the installation. Questions about the RAPIDGate program shall be addressed to info@rapidgate.com with the subject line RE: RAPIDGate Program.

4.6 Activity Identification Badges

Contractors that require routine access to the installation shall obtain an identification badge accordance with Naval Support Activity South Potomac installation access control procedures.

Contractor employees shall submit an application for badge requests to the COR by providing their personal information such as Company Name and Address, Name (last name, first name and middle initial), SSN, Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date). Any lost or stolen badges shall immediately be reported to the

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COR along with the Security Office.

4.7 Badge Returns

Notify the Physical Security Office and the COR of all terminations of employees to ensure access levels are removed and all badges issued to the person by the Activity are returned.

4.8 Installation Traffic and Parking Regulations

All contractors at NSASP are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), and NSASP regulations, policies and appropriate supported command instructions. All provisions of Virginia and Maryland vehicle codes apply unless one of the aforementioned regulations or policies is more restrictive.

Contractors must comply with NSASP Instruction 5560.1 dated 26 February 2009 for traffic control, parking control and traffic court at the Naval Support Activity, South Potomac installations for NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division This aforementioned instruction is located on the internet website, <http://dahlgrensharks.com/NSASPINST%205560.1%20Installation%20Traffic%20&%20Parking%20Regulations.pdf>. Any violations of the instruction, Navy or DoD regulation or policy, or state or federal laws may result in a wide range of penalties. These may include but are not limited to: criminal charges, civil charges, vehicle towing, vehicle impoundment at owner's expense, and/or other administrative or legal action up to and including removal of vehicle or individuals from the confines of NSASP installations.

Privately owned vehicles that operate on the Activity must comply with state inspection requirements of the state in which the vehicle is registered.

Regardless of status, all vehicles and personnel entering and exiting the Activity shall be subject to searches to ensure the overall readiness of the Activity.

All drivers entering shall possess a valid driver's license, issued by competent authority, on their person when operating a motor vehicle. In addition, all vehicles shall have a current registration, license plates, and proof of insurance.

All personnel onboard the Activity are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), NSASP regulations and State laws, policies and appropriate supported commands instructions in support of the mission.

4.9 Smoking Policy

Smoking is prohibited within and outside of all buildings on the installation activity except in designated areas. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines. Matches or lighters and other spark/flame producing devices are prohibited in the Activity restricted area. Only installed electric lighters shall be allowed in designated smoking areas. A vehicle is not a designated smoking area.

4.10 Hand Held Cellular Devices and Earpieces

a. All vehicle operators onboard the Activity shall not use cell phones unless the vehicle is safely parked or unless they are using a hands free device. Use of cellular phones, CB radios, walkie-talkies, and other portable radio transmitters is prohibited in the restricted areas beyond NSASP NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division unless approved by the hazards of electromagnetic radiation to ordnance (HERO) program manager.

b. **Restrictions on Electronic Devices** – In accordance with NAVSEA Instruction 5510.2C dated 7 August 2012 entitled "NAVSEA Access and Movement Control" designates that any device or equipment capable of recording, transmitting, or exporting photographic images or audible information of any kind is strictly prohibited within all NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division buildings and detachments.

4.11 Photographic Equipment

Photographic equipment of any kind is prohibited within the restricted area unless a camera permit is approved by their command and issued by the Activity Pass and ID.

4.12 Early Dismissal and Closure of NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division Facilities

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for 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

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whether they shall go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors shall monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

External local media (television and radio) will be used to communicate the working status for employees of NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division for inclement weather. Ensure to look/listen for the notifications specific to NAVSEA, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division.

Television Stations:

WRC-TV – Channel 4

Fox – Channel 5

8

WUSA – Channel 9

WJZ-TV – Channel 13 (CBS – Baltimore)

Radio Stations:

WTOP – 103.5 FM (<http://ww.wtop.com/?nid=667>)

WSMD – 98.3 FM ABC News – Channels 7 and

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 off site as permitted by parent company policy or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the nonworking hours to the contract or task order.

Non-essential contractor personnel are not permitted to remain or work at a Government facility when the facility is closed to Federal employees and/or early dismissal of Federal employees.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closing in accordance with FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract or task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

IHEODTD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/NSWC IHEODTD) (OCT 2013)

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

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

IHEODTD 114 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVSEA/NSWC IHEODTD) (OCT 2013)

(a) The COR for this contract is:

(b) The Alternate COR for this contract is:

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(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

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

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

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

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

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

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

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

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

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

COST VOUCHER

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

DESTINATION/DESTINATION

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
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Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00174
Admin DoDAAC	S2404A
Inspect By DoDAAC	N38634
Ship To Code	N38634
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	N38634
Service Acceptor (DoDAAC)	S2404A
Accept at Other DoDAAC	N/A
LPO DoDAAC	_____
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(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 email 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.

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

(End of clause)

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

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

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

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IHEODTD 6 – CONTRACT POINTS OF CONTACTS (NSWC IH EODTD UPDATED JAN 2014)

The following contacts are provided for this contract: ***TO BE COMPLETED AT TIME OF AWARD**

Contract Administrator:

Alt Contract Administrator:

Payments/Invoicing:

Technical Representative:

Alt Technical Representative:

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer

252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

(a) This clause only applies to covered contracts that are subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1 (see the FAR Appendix).

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

Acceptable contractor business systems means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

Contractor business systems means--

- (1) Accounting system, if this contract includes the clause at 252.242-7006, Accounting System Administration;
- (2) Earned value management system, if this contract includes the clause at 252.234-7002, Earned Value Management System;
- (3) Estimating system, if this contract includes the clause at 252.215-7002, Cost Estimating System Requirements;
- (4) Material management and accounting system, if this contract includes the clause at 252.242-7004, Material Management and Accounting System;
- (5) Property management system, if this contract includes the clause at 252.245-7003, Contractor Property Management System Administration; and
- (6) Purchasing system, if this contract includes the clause at 252.244-7001, Contractor Purchasing System Administration.

Significant deficiency, in the case of a contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(c) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract.

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(d) Significant deficiencies.

(1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(e) Withholding payments.

(1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will withhold five percent of amounts due from progress payments and performance-based payments, and direct the Contractor, in writing, to withhold five percent from its billings on interim cost vouchers on cost-reimbursement, labor-hour, and time-and-materials contracts until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either correct the deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will reduce withholding directly related to the significant deficiencies covered under the corrective action plan, to two percent from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the percentage withheld on interim cost vouchers to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3) Payment withhold percentage limits.

(i) The total percentage of payments withheld on amounts due under each progress payment, performance-based payment, or interim cost voucher, on this contract shall not exceed--

(A) Five percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten percent for significant deficiencies in multiple contractor business systems.

(ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means any of the following payments authorized under this contract:

(i) Interim payments under--

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts;

(D) Labor-hour contracts.

(ii) Progress payments.

(iii) Performance-based payments.

(5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

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

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

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(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(f) Correction of deficiencies.

(1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will, as appropriate, discontinue the withholding of progress payments and performance-based payments, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contracting Officer will continue the withholding of progress payments and performance-based payments, and the Contractor shall continue withholding amounts from its billings on interim cost vouchers in accordance with paragraph (e) of this clause, and not bill for any monies previously withheld.

(iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

(iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will reduce withholding directly related to the significant deficiencies identified in the Contractor notification by at least 50 percent of the amount being withheld from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the payment withholding from billings on interim cost vouchers directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.

(v) At any time after the Contracting Officer reduces or discontinues the withholding of progress payments and performance-based payments, or directs the Contractor to reduce or discontinue the payment withholding from billings on interim cost vouchers under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to reinstate or increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(End of clause)

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

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

(1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that--

(i) Applicable laws and regulations are complied with;

(ii) The accounting system and cost data are reliable;

(iii) Risk of misallocations and mischarges are minimized; and

(iv) Contract allocations and charges are consistent with billing procedures.

(2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

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(3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain an acceptable accounting system. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the clause at 252.242-7005, Contractor Business Systems, and also may result in disapproval of the system.

(c) System criteria. The Contractor's accounting system shall provide for--

- (1) A sound internal control environment, accounting framework, and organizational structure;
 - (2) Proper segregation of direct costs from indirect costs;
 - (3) Identification and accumulation of direct costs by contract;
 - (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
 - (5) Accumulation of costs under general ledger control;
 - (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
 - (7) Approval and documentation of adjusting entries;
 - (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
 - (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
 - (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
 - (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
 - (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions;
 - (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
 - (14) Segregation of preproduction costs from production costs, as applicable;
 - (15) Cost accounting information, as required--
 - (i) By contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and
 - (ii) To readily calculate indirect cost rates from the books of accounts;
 - (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
 - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
 - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies.
- (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
 - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
 - (3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--
 - (i) Remaining significant deficiencies;

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- (ii) The adequacy of any proposed or completed corrective action; and
- (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

PGI 204.7108 Payment instructions.

- (d) The numbered payment instructions ((d)(1) through (11)) are replaced by the table at paragraph (b)(2) of this section.
 - (12) *Other.* If none of the payment instructions identified in paragraph (b)(2) of this section are appropriate (i.e., multiple lot progress payments), the contracting officer may insert other payment instructions, provided the other payment instructions—
 - (i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and
 - (ii) Are agreed to by the payment office and the contract administration office. A copy of the agreement will be kept in the contract file.

The Payment Instructions are as follows:

Payments will made against the specified funding associated with each Technical Instruction at the SubCLIN level.

TECHNICAL INSTRUCTIONS

- (a) Performance of the work hereunder will be subject to written technical instructions signed by the Ordering Officer specified in Section G of this task order. 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 task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the task order.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Ordering 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 Ordering Officer that the technical instruction is within the scope of this task order.
- (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.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.216-9122 LEVEL OF EFFORT – ALTERNATE I (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 total man-hours per year 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 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance

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

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

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

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:

(Option 1)

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	Total	ESTIMATED PERIOD OF PERFORMANCE
7100				
9100				

(Base Contract)

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ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	Total	ESTIMATED PERIOD OF PERFORMANCE
7000				
9000				

(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 _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

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.

Voluntary Protection Program (VPP)

1. Voluntary Protection Program:

1.1. In August 2006, Indian Head Division (IHD) Naval Surface Warfare Center (NSWC) was nominated to participate in the DoD Voluntary Protection Program Center of Excellence Implementation Initiative of the Defense

Safety Oversight Council (DSOC). The Voluntary Protection Program (VPP) was established by the Occupational Safety and Health Administration (OSHA) in 1982 to recognize and promote effective worksite-based safety and health management systems. IHD NSWC, through the utilization of VPP, desires to be a model of safety and health excellence. VPP's emphasis on trust and cooperation between OSHA, the employer, employees, employees representatives, and contractors complements the Agency's enforcement activity but does not take its place. All parties, including Contractors, are to work together to identify and resolve any safety and health problems that may

arise, yet obtain Contracting Officer approval of any changes that would impact the terms of the contract. IHD NSWC as the VPP participant develops and implements systems to effectively identify, evaluate, prevent, and control occupational hazards so that injuries and illnesses to employees and contractors are prevented. Contractor and sub-contractor personnel are subject to occupational safety and health oversight. This oversight will be accomplished by IHD NSWC personnel and Contracting Officers. Contractors, sub-contractors, and their

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employees, while in performance of a contractual action on-site within the geographical boundaries of Naval Support Facility (NSF) Indian Head, shall be subject to the requirements of the IHDIIVNAVSURFWARCENINST 5100.22, "Safety Manual" regardless of the type or duration of the contract. Chapter 13 of the IHDIIVNAVSURFWARCENINST 5100.22, "Safety Manual", entitled "Contractor Safety" is provided as Attachment 8. Appendix 13-A, of the chapter 13 entitled "Contractor Safety Requirements When Performing Work at the Naval Support Facility (NSF) Indian Head, MD" shall be signed by the Contractor prior to commencement of services on-site at NSF Indian Head. The Contractor shall maintain one signed copy for future reference in educating its personnel and sub-contractors. A second signed copy shall be provided to the Contracting

Officer to be maintained in the contract file. If an occupational safety or health related injury or illness occurs during

the performance or as a result of this contractual action, the Contractor shall notify the Contracting Officer Representative (COR) as soon as practicable, who will notify the Safety Office and the Contracting Officer.

1.2 In support of VPP and in compliance with Chapter 13 of the Safety Manual, entitled "Contractor Safety," all

Contractors performing on-site at NSF Indian Head shall comply with the following:

1.2.1 Public Law 91-596 (and Amendments), also known as the Occupational Safety and Health Act of 1970, establishes that all employers, including Contractors, are responsible, as far as possible, for providing every employee a safe and healthful working environment. All employers, including Contractors, shall conform to the standards as issued by OSHA. Contractors are responsible for complying with safety requirements specified in the contract as well as all Federal, State, and local safety and security regulations. Non-compliance may be cause for the removal of a Contractor or any Contractor employee from the activity and such non-compliance may form the basis for contractual action, up to and including termination for default.

1.2.2 Contractor personnel shall participate in basic safety awareness and hazard identification training offered by the Government activity at the work area they are supporting. Contractors performing on-site shall attend area weekly safety meetings and annual safety stand-downs, as determined by the COR.

1.3 The best Safety and Health Programs involve every level of the organization, instilling a safety culture that reduces accidents for workers and improves the bottom line for managers. When Safety and Health are part of the organization and a way of life, everyone wins. IHD NSWC is committed to safety excellence. The Contractor shall familiarize itself with the IHDIIVNAVSURFWARCENINST 5100.22, "Safety Manual," Appendix 13-C entitled "OSHA Voluntary Protection program (VPP) Fundamentals Training for Contractors".

2. Contractor On Site Training:

2.1 A Contractor providing support on-site at any IHD NSWC site may be required to have its on-site Contractor personnel participate in training covering rules, practices, procedures, equipment and systems, as needed, based on the type of support being provided. This training may include, but is not limited to: Operation Security training (OPSEC); Personally Identifiable Information training; DoD Information Assurance Awareness training; Information Technology Security; Voluntary Protection Program (VPP) training; and Personnel Security training.

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

IHEODTD 113 - NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/NSWC IHEODTD) (OCT 2013)

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated

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in and form a part of the resultant contract as though furnished in full text therewith:

SECTION TITLE

K Representations, Certifications and Other Statements of Offerors (Bidders)

L Instructions, Conditions, and Notices to Offerors (Bidders)

M Evaluation Factors for Award

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's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

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

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

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

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

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

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

(a)(1) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(2) For the purposes of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR Part 45.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the

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cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

Three office spaces within NSWC Indian Head Explosive Ordnance Disposal Technology Division, Picatinny Detachment, shall be assigned to the contractor in support of this requirement.

(c)(1) In the event that the cumulative total acquisition costs (actual or estimated) of all facilities provided by the Naval Sea Systems Command to the Contractor at the same plant or general location (including the facilities to be furnished hereunder) does not exceed \$50,000, such facilities shall be provided to the Contractor as Government Property subject to and in accordance with the clause entitled "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5), unless there is in existence a facilities management contract at the same plant or general location.

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

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

ADDITIONAL ITEMS OF FACILITIES

N/A

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved. The aggregate total value of facilities provided shall in no case exceed \$50,000 at any one plant or general location.

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

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Contracting Officer's Representative, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this task order:

The Navy will furnish appropriate project resources including desks, phones, computers, laptops, data, information, network resources, and reference material necessary for the Contractor to accomplish this Order. Generally available information will be provided to the Contractor within approximately ten (10) working days after task order award. Any additional information will be provided to the Contractor within a reasonable time commensurate with schedules and target completion dates for assigned tasks and activities.

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FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991) -
Reference

FAR 52.236-13 ACCIDENT PREVENTION – ALTERNATE I (NOV 1991) -
Reference

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SECTION I CONTRACT CLAUSES

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

FAR 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

FAR 52.204-2 Security Requirements (AUG 1996)

FAR 52.204-7 System for Award Management (JUL 2013)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)

FAR 52.204-12 Data Universal Numbering System Number Maintenance (DEC 2012)

FAR 52.204-13 System for Award Management Maintenance (JUL 2013)

FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

FAR 52.215-22 Limitations on Pass-Through Charges (OCT 2009)

FAR 52.219-8 Utilization of Small Business Concerns (OCT 2015)

FAR 52.219-9 Small Business Subcontracting Plan (OCT 2014)

FAR 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

FAR 52.222-26 EQUAL OPPORTUNITY (APR 2015)

FAR 52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)

FAR 52.222-41 Service Contract Labor Standards (MAY 2014)

FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

FAR 52.223-18 Contractor Policy to Ban Text Messaging While Driving (JUN 2014)

FAR 52.224-1 Privacy Act Notification (APR 1984)

FAR 52.224-2 Privacy Act (APR 1984)

FAR 52.229-8 TAXES -FOREIGN CR CONTRACTS (MAR 1990)

FAR 52.229-9 TAXES -CR CONTRACTS WITH FOREIGN GOVERNMENTS (MAR 1990)

FAR 52.232-18 Availability of Funds (APR 1984)

FAR 52.232-22 Limitation of Funds (APR 1984)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

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FAR 52.245-1 Government Property (APR 2012)

FAR 52.245-9 Use and Charges (APR 2012)

FAR 52.232.39 Unenforceability of Unauthorized Obligations (JUN 2013)

FAR 52.232.40 – Providing Accelerated Payments To Small Business Subcontractors (DEC 2013)

FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

DFARS 252.204-7002 Payment for Subline Items Not Separately Priced (DEC 1991)

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

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

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

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

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

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

DFARS 252.219-7003 Small Business Subcontracting Plan (OCT 2014)

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

DFARS 252.225-7041 Correspondence in English (JUN 1997)

DFARS 252.225-7995 DEV Contractor Personnel Performing in the United States Central Command Area of Responsibility (DARS Tracking Number 2015-O0009)(JAN 2015)

DFARS 252.227-7016 Rights in Bid or Proposal Information (JAN 2011)

DFARS 252.227-7030 Technical Data – Withholding of Payment (MAR 2000)

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)

DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

DFARS 252.232-7010 Levies on Contract Payments (DEC 2008)

DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

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

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

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

DFARS 252.245-7004 Reporting, Reutilization and Disposal (MAY 2013)

DFARS 252.247-7023 Transportation of Supplies by Sea (APR 2014)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

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(End of clause)

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

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

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

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

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 simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or

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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 contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the 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

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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:

(k) Subcontractors added after task order award:

252.215-7008 ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the Offeror that--

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Requirement for submission of additional cost or pricing data. Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(2) Exceptions from certified cost or pricing data. In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or/similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

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(3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(4) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

(ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General, Investigative Policy and Oversight, Contractor Disclosure Program, 4800 Mark Center Drive, Suite 11H25, Alexandria, VA 22350-1500.

Toll Free Telephone: 866-429-8011.

(End of clause)

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (OCT 2015)

(a) Definition. United States, as used in this provision, means the 50 States, the District of Columbia, and outlying

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areas.

(b) Reporting requirement. The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that--

(1) Exceeds \$700,000 in value; and

(2) Could be performed inside the United States or Canada.

(c) Submission of reports. The Contractor--

(1) Shall submit a report as soon as practical after the information is known;

(2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;

(3) Need not resubmit information submitted with its offer, unless the information changes;

(4) Shall submit all reports to the Contracting Officer; and

(5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD(AT&L) DPAP/CPIC, Washington, DC 20301-3060.

(d) Report format. The Contractor--

(1) Shall submit reports using--

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(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])

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

(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 \$100,000.

(End of clause)

252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2014)

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

(1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the

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computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) "Government purpose rights" means the rights to—

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(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

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(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government

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shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to

covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance

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with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release,
or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

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(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

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The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data markings.* A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any

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patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1: Contract Administration Plan

Attachment 2: DD254

Attachment 5: Quality Assurance Surveillance Plan

Attachment 6: Key Personnel Qualifications

Attachment 9: Wage Determination

Attachment 10: Safety Manual

Attachment 11: GFP

Attachment 12: COR Appointment Letter

Attachment 13: ACOR Appointment Letter

Attachment 14: 2019 Updated Wage Determinations for NJ (Rev 10) & Kentucky (Rev 10)

Exhibit 1 - CDRLs