

2. AMENDMENT/MODIFICATION NO. P00036	3. EFFECTIVE DATE 11-Mar-2020	4. REQUISITION/PURCHASE REQ. NO. N3904019RC90269	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY PORTSMOUTH NAVAL SHIPYARD	CODE N39040	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas	CODE S2404A

Contracting Division, Code 410 Bldg 153, 6th Floor Kittery ME 03904	14501 George Carter Way, 2nd Floor Chantilly VA 20151 SCD: B
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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)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO.  N00178-04-D-4026 / N3904017F3000
		10B. DATED (SEE ITEM 13)  09-Mar-2017
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.
[ ]	
[X]	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).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

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

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

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

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## GENERAL INFORMATION

The purpose of this modification is to add funds to CLIN 7203. Accordingly, said Task Order is modified as follows: SLINs 720305, and 720306 are added, for the purpose of adding the funds to CLIN 7203. The funding on CLIN 7203 is increased by \$134,826.00, from \$1,268,629.87 to \$1,403,455.87, and the CLIN ceiling remains unchanged at \$1,694,237.81. The total amount of funds obligated under Option 2 is hereby increased by \$134,826.00, from \$5,978,963.00 to \$6,113,789.00. The total amount of funds obligated to the task order is hereby increased by \$134,826.00 from \$16,190,638.49 to \$16,325,464.49. The total potential value of the task order remains \$17,384,705.78. All other terms and conditions remain unchanged and in full effect. 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 \$16,190,638.49 by \$134,826.00 to \$16,325,464.49.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
720305	O&MN,N			
720306	O&MN,N			

The total value of the order is hereby increased from \$17,384,705.78 by \$0.00 to \$17,384,705.78.

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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 Straight Time Deep Submergence Systems Support Services for Codes 205/206 in accordance with the Performance Work Statement. Fixed Fee (O&MN,N)		LO			\$745,527.66
700001	R425	Base Year Funding for Code 206 CLIN 7000. (O&MN,N)					
700002	R425	Base Year Funding for Code 205 CLIN 7000. (O&MN,N)					
700003	R425	Base Year Funding for Code 205/206 CLIN 7000. (O&MN,N)					
700004	R425	Base Year Funding for Code 205/206 CLIN 7000. (O&MN,N)					
700005	R425	Base Year Funding for Code 205/206 CLIN 7000. (O&MN,N)					
7001	R425	Base Year Surge Time Deep Submergence Systems Support Services for Codes 205/206 in accordance with the Performance Work Statement. Fixed Fee P00035: Unused Ceiling is moved to Option Year 2; Fixed Fee remains the same, as negotiated at the time of award. (O&MN,N)		LO			\$511,355.61
700101	R425	Base Year Surge Funding for Code 205 CLIN 7001. (O&MN,N)					
700102	R425	Base Year Surge Funding for Code 206 CLIN 7001. (O&MN,N)					
700103	R425	Base Year Surge Funding for Code 205 and 206 CLIN 7001. (O&MN,N)					
700104	R425	Base Year Surge Funding for Code 205 and 206 CLIN 7001. (O&MN,N)					
700105	R425	Base Year Surge Funding for Code 205 and 206 CLIN 7001. (O&MN,N)					
700106	R425	Base Year Surge Funding for Code 206 CLIN 7001. (O&MN,N)					
700107	R425	Base Year Surge Funding for Worker FROST (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700108	R425	Base Year Surge Funding for Worker FROST (O&MN,N)					
700109	R425	Base Year Surge Funding for Worker HEALY (O&MN,N)					
700110	R425	Base Year Surge Funding for Code 205 and 206 CLIN 7001. (O&MN,N)					
7002	R425	Base Year Straight Time SHAPEC Support Services for Codes 245, 246, 250, 260, 270, 270.6, 280 and 290 in accordance with the Performance Work Statement. Fixed Fee (O&MN,N)	LO				\$2,917,003.53
700201	R425	Total Base Year Funding for Code 246, 250, 260, 270, 280, 290 in the amount of \$698,820.29 MOD P00003: Funding/Line of Accounting amended to fund Q2 in the amount of \$726,183.82 (O&MN,N)					
700202	R425	Total Base Year Funding for Code 270.6 (O&MN,N)					
700203	R425	Total Base Year Funding for Code 245. (O&MN,N)					
7003	R425	Base Year Surge Time SHAPEC Support Services for Codes 245, 246, 250, 260, 270, 270.6, 280 and 290 in accordance with the Performance Work Statement. Fixed Fee P00035: Unused Ceiling is moved to Option Year 2; Fixed Fee remains the same, as negotiated at the time of award. (O&MN,N)	LO				\$789,980.99
700301	R425	Base Year Funding for SHAPEC Codes Surge (O&MN,N)					
700302	R425	Base Year Funding for Code 270.6 Surge (O&MN,N)					
700303	R425	Total Funding for Code 245 Surge (O&MN,N)					
700304	R425	Additional base year funding for Code 270.6 (O&MN,N)					
700305	R425	Base Year Funding for SHAPEC Codes (246, 250, 260, 270, 280, and 290) Surge (O&MN,N)					
700306	R425	Base Year Funding for SHAPEC Codes Surge (O&MN,N)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est.	Fixed	CPFF
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**Cost      Fee**

7004      Not Separately Priced - Base Year Contract Data      LO  
 Requirements List in accordance with Exhibit 1.

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Option Year 1 Straight Time Deep Submergence Systems Support Services for Codes 205/206 in accordance with the Performance Work Statement. Fixed Fee (O&MN,N)		LO			\$785,825.19
710001	R425	Option 1 funding for InfoPath (O&MN,N)					
710002	R425	Option 1 funding for S351 (O&MN,N)					
710003	R425	Option 1 funding for Code 206 (O&MN,N)					
710004	R425	Option 1 funding for Code 205 (O&MN,N)					
710005	R425	Option 1 funding for UUVRON (O&MN,N)					
710006	R425	Option 1 funding for Code 206 DSSP Engineering (O&MN,N)					
710007	R425	Option 1 funding for Code 205 DSSP Engineering (O&MN,N)					
710008	R425	Option 1 funding for S351 (O&MN,N)					
7101	R425	Option Year 1 Surge Time - TO BE FUNDED AS NEEDED (WHEN CLIN 7100 IS EXPENDED) Deep Submergence Systems Support Services for Codes 205/206 in accordance with the Performance Work Statement. Fixed Fee (O&MN,N)		LO			\$739,762.04
710101	R425	Option 1 InfoPath Funding (O&MN,N)					
710102	R425	Option 1 S351 Funding (O&MN,N)					
710103	R425	Option 1 Code 206 Funding (O&MN,N)					
710104	R425	Option 1 Code 205 Funding (O&MN,N)					
710105	R425	Option 1 Code 205 Funding (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7102	R425	Option Year 1 Straight Time SHAPEC Support Services for Codes 245, 246, 250, 260, 270, 270.6, 280 and 290 in accordance with the Performance Work Statement. Fixed Fee (O&MN,N)		LO		\$3,005,591.78	
710201	R425	Option 1 SHAPEC Funding (246, 250, 260, 270, 280, 290) (O&MN,N)					
710202	R425	Option 1 Code 245 Funding (VA Class Planning) (O&MN,N)					
710203	R425	Option 1 Code 270.6 Funding (O&MN,N)					
710204	R425	Option 1 Code 245 Funding (Level 1 Receipt Inspection) (O&MN,N)					
710205	R425	Option 1 Funding for Code 270.6 (O&MN,N)					
7103	R425	Option Year 1 Surge Time - TO BE FUNDED AS NEEDED (WHEN CLIN 7102 IS EXPENDED) SHAPEC Support Services for Codes 245, 246, 250, 260, 270, 270.6, 280 and 290 in accordance with the Performance Work Statement. Fixed Fee (O&MN,N)		LO		\$1,240,388.61	
710301	R425	Option 1 SHAPEC Funding (246, 250, 260, 270, 280, 290) (O&MN,N)					
710302	R425	Option 1 Code 250.2 Funding (O&MN,N)					
710303	R425	Option 1 Code 270.6 Funding (O&MN,N)					
710304	R425	Option 1 Code 250.2 Weight & Stability Funding (O&MN,N)					
710305	R425	Option 1 Code 245 - VA Planning (O&MN,N)					
710306	R425	Option 1 Code 245 Level 1 Receipt Inspection (O&MN,N)					
710307	R425	Option 1 SHAPEC Funding (246, 250, 260, 270, 280, 290) (O&MN,N)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7104		Not Separately Priced - Option Year 1 Contract Data Requirements in accordance with Exhibit 1.		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	Option Year 2 Straight Time Deep Submergence Systems Support Services for Codes 205/206 in accordance with the Performance Work Statement. Fixed Fee (O&MN,N)		LO		\$828,431.70	
720001	R425	Option 2 funding for Code 205 DSSP (O&MN,N)					
720002	R425	Option 2 funding for Code 206 DSSP (O&MN,N)					
7201	R425	Option Year 2 Surge Time Deep Submergence Systems Support Services for Codes 205/206 in accordance with the Performance Work Statement. Fixed Fee P00035: Unused Ceiling is moved to Option Year 2; Fixed Fee remains the same, as negotiated at the time of award. (O&MN,N)		LO		\$968,212.72	
720101	R425	Option 2 Funding for S351 (O&MN,N)					
720102	R425	Option 2 Funding for Code 206.3 (O&MN,N)					
720103	R425	Option 2 Funding for Code 205 (O&MN,N)					
720104	R425	Option 2 Funding for S351 (O&MN,N)					
720105	R425	Option 2 Funding for Code 206 (O&MN,N)					
7202	R425	Option Year 2 Straight Time SHAPEC Support Services for Codes 245, 246, 250, 260, 270, 270.6, 280 and 290 in accordance with the Performance Work Statement. Fixed Fee (O&MN,N)		LO		\$3,120,847.13	
720201	R425	Option 2 Funding for SHAPEC (O&MN,N)					
720202	R425	Option 2 Funding for Code 250.2 Weight & Stability (O&MN,N)					
720203	R425	Option 2 Funding for Code 245 VA Class Planning, Non-Standard					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Procurement, and Code 245.3/245.4 (not for Receipt Inspection) (O&MN,N)					
7203	R425	Option Year 2 Surge Time SHAPEC Support Services for Codes 245, 246, 250, 260, 270, 270.6, 280 and 290 in accordance with the Performance Work Statement. Fixed Fee P00035: Unused Ceiling is moved to Option Year 2; Fixed Fee remains the same, as negotiated at the time of award. (O&MN,N)		LO			\$1,694,237.81
720301	R425	Option 2 Funding for Code 245 Level 1 Receipt Inspection (O&MN,N)					
720302	R425	Option 2 Funding for Code 270.6 (O&MN,N)					
720303	R425	Option 2 Funding for SHAPEC (O&MN,N)					
720304	R425	Option 2 Funding for Code 270.6. P00035: SLIN 720304 is increased by \$53,259.00. (O&MN,N)					
720305	R425	Option 2 Funding for Code 250.2. (O&MN,N)					
720306	R425	Option 2 Funding for Code 245. (O&MN,N)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7204		Not Separately Priced - Option Year 2 Contract Data Requirements in accordance with Exhibit 1.		LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R425	Base Year ODC/Travel SHAPEC Support Services for Codes 280 Under CLIN 9000 in accordance with the Performance Work Statement. (O&MN,N)					
9100	R425	Option Year 1 ODC/Travel Deep Submergence Systems Support Services for Codes 280 under CLIN 9100 in accordance with the Performance Work Statement. TO BE FUNDED AS NEEDED (O&MN,N)					
9200	R425	Option Year 2 ODC/Travel Deep Submergence Systems Support Services for Codes 280 under CLIN 9200 in accordance with the Performance Work Statement. (O&MN,N)					



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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
920001	R425	Option 2 Funding for SHAPEC (O&MN,N)				

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.

(End of Text)

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.

(End of Text)

HQ B-2-0010 NOTE (OPTION)

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

(End of Text)

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

This entire contract is cost type.

(End of Text)

HQ B-2-0012 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JAN 2008)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for

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services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(End of Text)

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

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

(End of Text)

#### 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

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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 Text)

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

See Attachment 1, Performance Work Statement.

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## SECTION D PACKAGING AND MARKING

### SECTION D PACKAGING AND MARKING

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

#### HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

(End of Text)

#### 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)

(End of Text)

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## **SECTION E INSPECTION AND ACCEPTANCE**

52.246-5 -- Inspection of Services -- Cost-Reimbursement.

CLAUSES INCORPORATED BY REFERENCE:

### **INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity. Receiving activity shall execute acceptance certificate on the applicable inspection and receiving report form (DD Form 1155, Standard Form 44, DD form 250, or the Wide Area Workflow (WAWF) receipt and Acceptance Receiving Report) and the executed payment copy shall be forwarded to the paying office within four (4) workdays thereafter.

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

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

(End of Text)

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	4/1/2017 - 3/31/2018
7001	4/1/2017 - 3/31/2018
7002	4/1/2017 - 3/31/2018
7003	4/1/2017 - 3/31/2018
7100	4/1/2018 - 3/31/2019
7101	4/1/2018 - 3/31/2019
7102	4/1/2018 - 3/31/2019
7103	4/1/2018 - 3/31/2019
7200	4/1/2019 - 3/31/2020
7201	4/1/2019 - 3/31/2020
7202	4/1/2019 - 3/31/2020
7203	4/1/2019 - 3/31/2020
9000	4/1/2017 - 3/31/2018
9100	4/1/2018 - 3/31/2019
9200	4/1/2019 - 3/31/2020

## CLIN - DELIVERIES OR PERFORMANCE

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

7000	4/1/2017 - 3/31/2018
7001	4/1/2017 - 3/31/2018
7002	4/1/2017 - 3/31/2018
7003	4/1/2017 - 3/31/2018
7100	4/1/2018 - 3/31/2019
7101	4/1/2018 - 3/31/2019
7102	4/1/2018 - 3/31/2019
7103	4/1/2018 - 3/31/2019
7200	4/1/2019 - 3/31/2020
7201	4/1/2019 - 3/31/2020
7202	4/1/2019 - 3/31/2020
7203	4/1/2019 - 3/31/2020
9000	4/1/2017 - 3/31/2018
9100	4/1/2018 - 3/31/2019
9200	4/1/2019 - 3/31/2020

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Services to be performed hereunder will be provided at (insert specific address and building etc.)

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

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

(End of Text)



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## SECTION G CONTRACT ADMINISTRATION DATA

### HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

(End of Text)

### HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S REPRESENTATIVE:

(End of Text)

### HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE                      CONTRACTING OFFICER  
REPRESENTATIVE:

(End of Text)

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

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation

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in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

(End of Text)

#### 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.

(a) Definitions. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

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(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

#### 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: N39040-17-F-3000

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

COST

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

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in

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applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

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Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N39040
Admin DoDAAC	N39040
Inspect By DoDAAC	N39040
Ship To Code	N39040
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	N39040
Service Acceptor (DoDAAC)	N39040
Accept at Other DoDAAC	_____
LPO DoDAAC	N39040
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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(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)

TASK ORDER MANAGER (TOM)

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is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task 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/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved.

THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

Contracting Officer Representatives:

#### CLAUSES INCORPORATED BY FULL TEXT

#### INVOICING INSTRUCTIONS FOR CONTRACTOR

To expedite payment, attention is directed to Section E of this contract, DFARS 252.246-7000, "Material Inspection and Receiving Report." This report, DD Form 250, will be required to support your invoice when a DFAS is the paying office. If you are unfamiliar with the procedures related to this form, contact your Government Quality Assurance Representative of the administering office listed in block 6 on page 1.

Contractors are encouraged to use copies of the DD Form 250 as an invoice in lieu of a commercial form, but are not required to do so when a DFAS is not the paying office.

#### NMCARS 5237.102(90)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

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Accounting Data

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### SECTION H SPECIAL CONTRACT REQUIREMENTS

#### HOLIDAYS & CURTAILMENTS

The following holidays are observed by all Federal Employees at the Portsmouth Naval Shipyard.

NAME	TIME OF OBSERVANCE
New Year's Day	1 January
Martin Luther King Day	Third Monday in January President's Day Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	Day after Thanksgiving
Christmas Day	25 December

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

Unless stated otherwise in the request for quotation, the contractor shall observe the same holidays as the Government and, otherwise, shall be open for business Monday through Friday during the performance of this contract. If a different holiday schedule is selected, it shall be the contractor's responsibility to advise the Government each year in writing thirty (30) days in advance of the occasion to allow for mission adjustments.

#### INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL

As required by 29 CFR 1910.1200, The Hazard Communications Standard, the shipyard must inform you (as a contractor employer with employees working in the shipyard) of the hazardous materials used at the Shipyard which your employees may be exposed to while working here and also to suggest appropriate protective measures. This section informs you as required. Your own responsibilities as an employer, if any, are given in 29 CFR 1910.1200.

1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at Portsmouth Naval Shipyard which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. These hazardous materials range in type and quantity. Typical hazardous materials are:

- a. Metals, e.g., mercury, lead, chromium
- b. Solvents, e.g., disinfectants, cleaning and polishing compounds and preparations, dopes, thinners, flammable inks.
- c. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds.
- d. Corrosives, e.g., acids, alkalis

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- e. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- f. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- g. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
- h. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

Depending on the material involved, materials such as these can present physical hazards and or health hazards. The presence of many potentially hazardous materials may be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents.

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and its manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Fire Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.

3. Material Safety Data Sheets (MSDS). The Occupational Safety and Health Office at the shipyard maintains copies of manufacturers' Material Safety Data sheets for potentially hazardous chemicals/materials that are known to be present in the shipyard. The contractor may, upon request to the Occupational Safety and Health Office, review Material Safety Data Sheets for any specific materials to which contractor employees may be exposed while performing work in the shipyard workplace. This information may be reviewed in the Occupational Safety and Health Office.

4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material: therefore, the following precautions should be taken:

- a. Obey signs, directions and warning labels;
- b. Do not use unknown or labeled materials;
- c. Only operate shipyard equipment that you are authorized to operate, familiar with, and qualified to operate;
- d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to shipyard hazardous material, contact Code 106.1.

For specific information on any hazardous material contact Code 106.1, Building 22, phone (207)438-2001, Portsmouth Naval Shipyard, Portsmouth, NH 03801-5000.

#### LIABILITY INSURANCE LIMITS

Pursuant to the terms of the clause of this contract entitled INSURANCE - LIABILITY TO THIRD PARTIES FAR 52.228-7), following are the kinds and minimum amounts of insurance required:

General liability: bodily injury liability insurance coverage written on the comprehensive form of policy--\$500,000.00 per occurrence.

Automobile liability insurance written on the comprehensive form of policy for bodily injury and property damage liability covering the operation of all automobiles operated in the United States and used in connection with performing the contract--\$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Aircraft public and passenger liability when aircraft are used in connection with performing the contract--\$200,000.00 per person and \$500,000.00 per occurrence for bodily injury, other than passenger liability, and \$200,000.00 per occurrence for property damage. Coverage for passenger liability bodily injury shall be \$200,000.00 multiplied by the number of seats or passengers, whichever is greater.



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52.232-22 -- Limitation of Funds (Apr 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than

(1) the estimated cost specified in the Schedule or,

(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.

The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of

(1) the total amount so far allotted to the contract by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of --

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the

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total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that

(1) the amount allotted by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of Clause)

#### 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT means the Department of the Navy.

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

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

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(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

(End of Text)

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:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
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(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).

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

(End of Text)

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

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that 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 manhours 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.

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

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

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

(End of Text)

#### 5252.227-9100 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (APR 2015)

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plans of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. Appropriate safeguards must be proposed by the Contractor and approved by the Contracting Officer for Security for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the Contracting Officer for Security.

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- (b) The Contracting Officer for Security shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.
- (c) In the event that a court or administrative order makes immediate review by the Contracting Officer for security impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.
- (d) The Contracting Agency reserves the right to audit Contractor facilities for compliance with the above restrictions.
- (e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 09P3).

(End of Text)

5252.227-9101 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (APR 2015)

- (a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.
- (b) Equipment and technical data defined as Naval Nuclear Propulsion information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals.
- (c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.
- (d) As used in this requirement, the following terms shall have the following definitions:
- (1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;
- (2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;
- (3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.
- (e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).
- (f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a

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contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

(End of Text)

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

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000

Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

(End of Text)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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

(End of Text)

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

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

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

#### DESCRIPTION AND IDENTITY OF FACILITIES

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

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



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ADDITIONAL ITEMS OF FACILITIES

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

(End of Text)

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## SECTION I CONTRACT CLAUSES

Note: All clauses incorporated in the basic IDIQ contract apply to this Task Order, as applicable. Updated clauses have been incorporated and supersede the clauses in the basic IDIQ contract.

52.203-3 – GRATUITIES (APR 1984)  
52.203-17 -- CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)  
52.204-2 – SECURITY REQUIREMENTS  
52.204-7 -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)  
52.204-9 – PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)  
52.204-13 -- SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)  
52.204-18 – COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)  
52.209-6 -- PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)  
52.211-15 – DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008)  
52.212-4 -- CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015)  
52.215-23 -- LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)  
52-216-7 -- ALLOWABLE COST AND PAYMENT (JUL 2013)  
52.216-8 -- FIXED FEE (MAR 1997)  
52.219-28 -- POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)  
52.222-54 -- EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)  
52.228-7 – INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)  
52.232-18 – AVAILABILITY OF FUNDS (APR 1984)  
52.232-22 -- LIMITATION OF FUNDS (APR 1984)  
52.232-25 -- PROMPT PAYMENT (JUL 2013)  
52.232-33 -- PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)  
52.232-39 -- UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)  
52.232-40 -- PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)  
52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)  
252.201-7000 -- CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)  
252.203-7000 -- REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)  
252.204-7000 -- DISCLOSURE OF INFORMATION (AUG 2013)  
252.204-7004 -- ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)  
252.207-7009 -- LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)  
252.204-7012 -- SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)  
252.204-7015 -- NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)  
252.205-7000 - PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)  
252.216-7009 -- ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH WHISTLEBLOWER PROCEEDING (SEP 2013)  
252.226-7001-- UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)  
252.227-7013 -- RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (JUN 2013)  
252.227-7014 -- RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)  
252.227-7015 -- RIGHTS IN TEHCNICAL DATA-COMMERCIAL ITEMS (JUN 2013)

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252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR 2011)

252.227-7037-- VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)

252.232-7010-- LEVIES ON CONTRACT PAYMENTS (DEC 2006)

252.243-7002-- REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

252.244-7000 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

252.247-7023-- TRANSPORTATION OF SUPPLIES BY SEA—BASIC (APR 2014)

CLAUSES INCORPORATED BY FULL TEXT:

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters.

As prescribed at 9.104-7(c), insert the following clause:

Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

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

(End of clause)

52.217-9 -- Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 provided that the Government gives the Contractor a preliminary written notice of its intent to extend at

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least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

FAR 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007)

a) Definitions. As used in this clause—

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

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

“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:

Note: The Task Order Contracting Officer's Approval is required prior to the addition of any Subcontractors not listed in Paragraph (J) below, and for any changes to the type of the contract for existing Subcontracts. The Task Order Contracting Officer will determine the documentation to be submitted by the Contractor for approval.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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- (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 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:

Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007)

Teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment\_1\_N39040-17-F-3000\_CACI\_SHAPEEC\_Performance\_Work\_Statement

Attachment\_2\_N39040-17-F-3000\_CACI\_SHAPEEC\_QASP

Attachment\_3\_N39040-17-F-3000\_CACI\_SHAPEEC\_QASP\_Matrix

Attachment\_4\_N39040-17-F-3000\_CACI\_SHAPEEC\_DD254

Exhibit\_1\_N39040-17-F-3000\_CACI\_SHAPEEC\_Status\_Reporting\_Requirements

Wage Determination 2015-4011 Rev 6

WD\_2015-4011\_REV9