

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7830		2. DELIVERY ORDER NO. N6660418F3019		3. EFFECTIVE DATE 2018 Sep 04		4. PURCH REQUEST NO. 1300576146		5. PRIORITY DO-C9			
6. ISSUED BY NUWC, NEWPORT DIVISION 1176 Howell Street, Building 1258 Newport RI 02841-1708 Alison C Wicks/0223 401-832-8277			CODE N66604		7. ADMINISTERED BY DCMA LOS ANGELES 6230 Van Nuys Boulevard Van Nuys CA 91401			CODE S0512A			
					SCD: C			8. DELIVERY FOB DESTINATION			
								OTHER			
								(See Schedule if other)			
9. CONTRACTOR Metson Marine Services, Inc. 2060 Knoll Drive, #100 Ventura CA 93003-7391			CODE IWMH7		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS		
							12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL		
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		SMALL DISADVANTAGED		
									WOMEN-OWNED		
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381			CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.
	PURCHASE		Reference your _____ furnish the following on terms specified herein.
			ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Metson Marine Services, Inc. Stuart Birdsey Director of Business Development			
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA
					25. TOTAL \$
					26. DIFFERENCES
					BY: /s/Alison C Wicks 08/21/2018 CONTRACTING/ORDERING OFFICER

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS	
		PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE	g. E-MAIL ADDRESS				FINAL
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		31. PAYMENT		34. CHECK NUMBER	
		COMPLETE		35. BILL OF LADING NO.	
		PARTIAL			
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		FULL		
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

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GENERAL INFORMATION

GENERAL INFORMATION:

Distribution: KR, 0121, DFAS HQ0339, DCMA S0512A, 70/B. Rochelle, L. Rainey, J. Hartwein-Sanchez

FSC: J020

NAICS: 541330; Size Standard: \$38.5M

NUWCDIVNPT Control Number: 180011

NUWCDIVNPT Requisition Number: 1300576146

NUWCDIVNPT Point of Contact: Alison Wicks, Alison.C.Wicks@navy.mil

This award constitutes unilateral acceptance of Metson Marine Services, Incorporated (MMSI) proposal dated 28 February 2018, and supplemental documents dated 20 June 2018.

This award incorporates by reference Technical Instruction# TI-01.

The following changes are made from the solicitation document:

SECTION B

1. Fill-in CLIN prices
2. Establish priced SLINs 8101AA and 9101AA. **Note: No costs can be incurred under SLINs 8101AA and 9101AA prior to the period of performance start date of 4 September 2018.**
3. Shift ceiling from holding CLIN 8100 to priced SLIN 8101AA.
4. Shift ceiling from holding CLIN 9100 to priced SLIN 9101AA.
5. Fill-in Fee Chart.
6. Delete Note B HQ B-2-0010 (OPTION)

SECTION D- Fill-in Clause UW D-2-0001 'Mark for Information'.

SECTION F

1. Update Clause HQ F-1-0003 'Performance Language for LOE Services' to reflect the anticipated periods of performance for all CLINs.
2. Add periods of performance for priced SLINs 8101AA and 9101AA.

SECTION G

1. Add Accounting and Appropriation Data: LLAs AA/8101AA and AA/91010AA.
2. Fill-in Clause G10S 'Contractual Authority and Communications'.
3. Fill-in Clause 252.232-7006 'Wide Area Workflow Payment Instructions'.
4. Delete Clause 252.204-0001 'Line Item Specific; Single-Funding' and replace with 'Note To The Payment Office'.

SECTION I

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1. Fill-in Clause 52.244-2 'Subcontracts' to reflect award specific information.
2. Revise Clause 52.217-9 'Option to Extend the Term of the Contract' to update the option exercise by dates.

SECTION J

1. Revise Exhibit A- Contract Data Requirements List- to reflect award specific information.
2. Revise Exhibit B- Contract Data Requirements List- to reflect award specific information.
3. Replace Attachment 4: Wage Determination No.: 2015-0213 with the current Rev. 11 dated 07/09/2018 .
4. Replace Attachment 5: Wage Determination No.: 2015-4089 with the current Rev. 8 dated 07/03/2018.
5. Revise Attachment 6: List of Key Personnel to include current list of Key Personnel

If all options are exercised, this task order has a potential ceiling of \$

All other task order terms and conditions remain unchanged. The conformed task order is contained in EDA and the SeaPort Portal.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000 Maintenance and Operations (Irregularly Scheduled) in accordance with SOW task 4.2

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	J020	Option 1 Labor for SOW task 4.2: (SCC) (Fund Type - OTHER) Option	3000.0	LH	\$		
7200	J020	Option 2 Labor for SOW task 4.2: (SCC) (Fund Type - OTHER) Option	3000.0	LH	\$		
7300	J020	Option 3 Labor for SOW task 4.2: (SCC) (Fund Type - OTHER) Option	3000.0	LH	\$		
7400	J020	Option 4 Labor for SOW task 4.2: (SCC) (Fund Type - OTHER) Option	3000.0	LH	\$		
7500	J020	Option 5 Labor for SOW task 4.2: (SCC) (Fund Type - OTHER) Option	3000.0	LH	\$		

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		CDRLs in support of 7000 Series CLINs. Not Separately Priced. (See Exhibit A)	1.0	LO			NSP

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		Maintenance and Operations (Regularly Scheduled) in accordance with SOW task 4.1				
8100	J020	Base FFP Labor for SOW task 4.1: (SCC) (Fund Type - OTHER)	0.0	MO		
8101		Base Year FFP Labor				
8101AA	J020	AA \$ FY of Funding: N/A, non-appropriated; Type of Money: SCC; Customer Code: 70; Sponsor: NUWC DIVNPT; TI#: N/A, FFP	12.0	MO		

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		(Fund Type - OTHER)				
8200	J020	Option 6 FFP Labor for SOW task 4.1: (SCC) (Fund Type - OTHER)	12.0	MO		
		Option				
8300	J020	Option 7 FFP Labor for SOW task 4.1: (SCC) (Fund Type - OTHER)	12.0	MO		
		Option				
8400	J020	Option 8 FFP Labor for SOW task 4.1:(SCC) (Fund Type - OTHER)	12.0	MO		
		Option				
8500	J020	Option 9 FFP Labor for SOW task 4.1: (SCC) (Fund Type - OTHER)	12.0	MO	\$	
		Option				

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8999		CDRLs in support of 8000 Series CLINs. NOT SEPARATELY PRICED. (See Exhibit B)	1.0	LO		NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		ODCs associated with 7000 and 8000 series CLINs. Cost only, with burdens (No fee).			
9100	J020	Base ODCs in support of CPFF Labor CLIN 7100 and FFP Labor CLIN 8100. (SCC) (Fund Type - OTHER)	1.0	LO	\$
9101		Base Year ODCs			\$
9101AA	J020	AA \$ FY of Funding: N/A, non-appropriated; Type of Money: SCC; Customer Code: 70; Sponsor: NUWC DIVNPT; TI#: TI-01 (Fund Type - OTHER)	1.0	LO	\$
9200	J020	Option 10 ODCs in support of CPFF Labor CLIN 7200 and FFP Labor CLIN 8200. (SCC) (Fund Type - OTHER)	1.0	LO	\$
		Option			
9300	J020	Option 11 ODCs in support of CPFF Labor CLIN 7300 and FFP Labor CLIN 8300. (SCC) (Fund Type - OTHER)	1.0	LO	\$
		Option			
9400	J020	Option 12 ODCs in support of CPFF Labor CLIN 7400 and FFP Labor CLIN 8400. (SCC) (Fund Type - OTHER)	1.0	LO	\$
		Option			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9500	J020	Option 13 ODCs in support of CPFF Labor CLIN 7500 and FFP Labor CLIN 8500. (SCC) (Fund Type - OTHER) Option	1.0	LO	\$

FEE TABLE

Labor CLINs/SLINs*	Fee/Hour	Fee%
7100 & 7101 Total Priced SLINs	\$	
7200 & 7201 Total Priced SLINs	\$	
7300 & 7301 Total Priced SLINs	\$	
7400 & 7401 Total Priced SLINs	\$	
7500 & 7501 Total Priced SLINs	\$	

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

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

The following Clauses are incorporated by Full Text:

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

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

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

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

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

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced.

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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) (APR 2015)

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

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

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

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

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

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

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

HQ B-2-0023 CONTRACT SUMMARY FOR PAYMENT OFFICE COST/FIXED PRICE) (FEB 1997)

This contract includes the following mixture of cost reimbursement and fixed price line items:

<u>Item</u>	<u>Type</u>
7100 - 7500	Cost-Plus Fixed Fee (CPFF)
7999 and 8999	Not Separately Priced (NSP)
8100 - 8500	Firm Fixed Price (FFP)
9100 - 9500	Cost Reimbursement (CR)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

Narragansett Bay Test Facility Maintenance & Operation

1.0 Background

The Narragansett Bay Test Facility (NBTF), located in Newport, RI, is a Naval Undersea Warfare Center Division, Newport (NUWC DIVNPT) test and evaluation facility. The NBTF comprises a group of underwater ranges and test areas located in Narragansett Bay and Rhode Island Sound. It also includes a shore-based waterfront facility in Newport. The NBTF offers a variety of unique shallow water test environments that permit customers to expose prototype systems to real world environments with a minimum risk of loss. The facility is designed to support work in advanced underwater weapons and weapons systems, launcher systems, unmanned underwater vehicles, sensor systems, oceanographic systems, acoustic communications, as well as other surface, subsurface, and aerial systems.

The projects carried out at the NBTF involve efforts such as test, evaluation, system/component deployment and recovery, and refurbishment in the following areas:

- Underwater weapons
- Surface and underwater vehicles
- Acoustic sensor development
- Oceanographic instrumentation and systems
- Electromagnetic sensor development
- Ship and undersea vehicle navigation, localization, and tracking systems
- At-sea deployment/recovery of test range sensors, arrays, instrumentation, and associated moorings and hardware
- Unmanned Aerial Vehicles

NBTF supports NUWC DIVNPT, other Department of Defense (DoD) agencies, as well as private industry and academic research, development, test, and evaluation projects.

2.0 Scope

The contractor shall provide the services, material, and logistics necessary for the maintenance and operation of the NBTF. This requirement falls within the scope of SeaPort-e MAC contract SOW task 3.15.

The contractor shall provide the NUWC DIVNPT Torpedo Recovery Team with field support and maintenance of equipment. Field support involves travel to other locations worldwide, including: Portsmouth, NH; New London, CT; Norfolk, VA; Cape Canaveral, FL; Ft. Pierce, FL; Key West, FL; Bremerton, WA; Keyport, WA; San Diego, CA; Hawaii; Guam; and Japan.

The contractor shall operate the NBTF Torpedo/Weapons Retriever (TWR-841) in local RI waters, as well as up and down the eastern seaboard of the United States in support of weapon recovery operations.

The contractor shall provide operation and maintenance services of the range craft; operation of waterfront facilities; and provide mobilization/de-mobilization services, and other specialized services and equipment to meet customer test requirements onboard the range craft and in support of range testing on the range craft.

2.1 Range craft to be operated and maintained under this task order:

2.1.1 TWR 841, 1986 steel hulled Torpedo Weapon Retriever, 120' LOA, 25' beam, 12' draft, and 248 tons displacement, with twin engines/rudders/screws

2.1.2 R/V Tiburon, 1987 research vessel, fiberglass construction, 66' LOA, 18.5' beam, 5.5' draft, 68 gross tons, with twin inboard diesel engines and twin inboard diesel generators

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- 2.1.3 WB-30, 35' workboat, aluminum construction, twin diesel inboard engines, twin screw, small cabin.
- 2.1.4 WB-825, 24' Monark workboat, aluminum construction, single outboard engine, small cabin.
- 2.1.5 WB-8607, 24' Monark workboat, aluminum construction, dual outboard engines, small cabin.
- 2.1.6 WB-8608, 24' Monark workboat, aluminum construction, single outboard engine, small cabin.
- 2.1.7 NUWC dive boat, 27' workboat, aluminum construction, dual outboard engines, small cabin.
- 2.1.8 RHIB-687, 18' Rigid Hull Inflatable Boat (RHIB), single outboard engine
- 2.1.9 NUWC Engineering and Diving Support Unit (EDSU) 17' Kawasaki Jet Ski, fiberglass hull, single inboard jet-drive engine.
- 2.1.10 NUWC EDSU Inflatable Boats: Zodiac Model Mk 5 HD, 18' long with 60 HP motor and Zodiac Model Hurricane, 12' long with single outboard engine (RHIB-85).
- 2.1.11 Other NUWC or contractor support vessels as identified in Technical Instructions.
- 2.1.12 Other vessels as added via task order modification.

2.2 Applicable Programs and Sponsors: All NUWC DIVNPT sponsored and supported programs and requiring departments.

2.3 Applicable NUWC DIVNPT Departments: This Task Order is applicable to the Ranges, Engineering and Analysis Department, Code 70, of the Naval Undersea Warfare Center Division Newport, RI.

2.4 Funding Type: Service Cost Center (SCC).

3.0 Applicable Documents

The following documents apply to the requirements of this SOW:

Document	Current Date and Version	SOW Tasks
3.1 OPNAV 4790 Series – Navy Planned Maintenance System (PMS)	Revision F October 2014	4.1.7
3.2 Hazardous Waste Management Plan Issued for NUWC DIVNPT	Revision 4 13 July 2011	4.2.8
3.3 Hazardous Waste Contingency Plan Issued for NUWC DIVNPT	Revision 13 6 January 2017	4.2.10
3.4 Spill Prevention Control and Countermeasures Plan, Naval Station Newport	April 2016	4.2.10

3.5 NUWCDIVNPTINST 5090.3 (Series), Hazardous Waste Control Program	Revision E 7 January 2016	4.2.9
3.6 NUWCDIVNPTINST 8020.4 (Series), Explosives Safety Policies, Requirements, and Procedures Manual	Revision C 4 March 2013	4.2.11
3.7 OPNAVINST 8023.24 (Series), Navy Personnel Conventional Ammunition and Explosives Handling Qualification/Certification Program	Revision C 4 March 2013	4.1.2
3.8 NUWCDIVNPTINST 3440.1 (Series), Paragraph 2.4, Destructive Weather Preparedness and Recovery	Revision C 29 February 2016	4.1.14
3.9 NUWCDIVNPTINST 8590.1 (Series), Narragansett Bay Test Facility	Revision E 10 June 2009	All
3.10 NUWCDIVNPT Instruction 5100.14 (Series), Management of Weight Handling Equipment (WHE)	Revision G 24 January 2017	4.1.9
3.11 Naval Supply Systems Command (NAVSUP) Publication 538, Management of Material Handling Equipment (MHE) and Shipboard Mobile Support Equipment (SMSE) Series	Revision 6 1 July 2010	4.1.10
3.12 NAVSEA SW591-B0-MMO-010/WPN RECOV SYS, Helicopter Weapon Recovery System Mark 2 Mod 0/1, Description, Operation, and Maintenance	Revision 2, Change C 1 July 2012	4.2.7
3.13 NAVSEA SW900-AA-MMA-010/SURF-RECNOSECAGE, Torpedo Mark 48 Surface Recovery Nose Cage, Description, Operation, Maintenance, and Parts List	Revision 2, Change A 1 November 2005	4.2.7
3.14 NUWCDIVKPT Report 2491, Lightweight Torpedo Helicopter	Revision 2, Change 1	4.2.7

Retrieval Net Assembly	17 September 2012	
3.15 NBTF Standard Operating Procedures (SOP) and manuals	July 2017	4.1.6, 4.1.18

4.0 Requirements

As specific needs are identified, Technical Instructions will be issued to initiate work. Technical Instructions will identify the specific tasks to be performed and the delivery requirements that shall be met.

In accordance with Applicable Documents (3.0) and using Government Furnished Information (GFI) (6.0), the contractor shall provide the following services:

4.1 Maintenance and Operations (Regularly Scheduled)

- 4.1.1 In support of test events, the contractor shall operate one or more of the following craft:
- TWR-841
 - R/V Tiburon
 - WB-30
 - WB-825
 - WB-8607
 - RHIB-687
 - RHIB-85

Not all range craft will be operated simultaneously. The Government will determine the craft required and identify them in the range schedule. The normal workday is 0700-1530, Monday through Friday, with adjustments as necessary to meet scheduled range customer requirements. Typical non-overnight test days will be a maximum of 12 hours.

This subtask requires only non-concurrent operation of TWR-841 and R/V Tiburon.

- 4.1.2 The contractor shall maintain explosive safety and training certification records for its employees. The contractor shall deliver these training certification records through a technical report in accordance with CDRL B001.
- 4.1.3 The contractor shall perform a complete annual inventory of all government-owned instrumentation and equipment available for use by the contractor. The contractor shall submit the Inventory Report in accordance with CDRL B002.
- 4.1.4 The contractor shall attend weekly test planning meetings hosted by the Government Range Operations Manager. The Senior Technical Representative (STR) shall address or raise any scheduling or operational concerns during this weekly meeting.
- 4.1.5 Upon completion of a test event, the contractor shall submit a detailed expenditure report to the Government Range Operations Manager or his designee. This report shall identify all resources expended during the test, including labor, range craft operations, fuel, and materials/other direct costs (ODCs) provided. Expenditure Reports shall be delivered in accordance with CDRL B003.
- 4.1.6 Using the machine tools located in the NBTF shop area, the contractor shall fabricate, repair, and modify hardware items in support of upcoming testing. The contractor shall maintain equipment and supplies as necessary to meet customer test needs and vessel maintenance and repair requirements.

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- 4.1.7 The contractor shall perform scheduled maintenance on all craft listed in 2.1. These vessels shall remain in an operational status and be available to meet customer test requirements as specified in the current range schedule (to be provided as Government Furnished Information (GFI) 6.1), with the only exception being scheduled maintenance periods. The contractor shall deliver weekly Maintenance Accomplishment Reports in accordance with CDRL B005.
- 4.1.8 The contractor shall maintain current and cumulative records showing fuel, lube oil, and potables consumed by the TWR-841 and the R/V Tiburon. The Fuel and Water Consumption Reports shall be delivered monthly in accordance with CDRL B006.
- 4.1.9 The contractor shall operate and maintain government-owned shipboard Weight Handling Equipment (e.g., cranes, davits) and operate land-based cranes to support customer testing needs. The contractor shall possess the proper training certification and/or licenses to operate Category III cranes (up to 20,000 lbs capacity). Any contractor with Category III Crane Training shall also possess Rigging Gear Inspection Training.
- 4.1.10 The contractor shall operate government-owned Material Handling Equipment (MHE) (e.g., forklift, 6,000 lb. capacity), to support customer testing needs. The contractor shall possess the proper training certification, physical examinations, and/or licenses for forklift operations.
- 4.1.11 The contractor shall provide technical services to customers in preparation for testing at the NBTF onboard the range craft, such as test item and test equipment assembly/disassembly, preparatory maintenance, battery charging, equipment inspections, and equipment operation onboard the range craft during tests.
- 4.1.12 The contractor shall develop and keep current a status report on all vessels and associated ancillary equipment for each range craft. The Status Reports shall be delivered in accordance with CDRL B00A.
- 4.1.13 The contractor shall maintain Engine Operating and Maintenance Logs for all vessels identified in Section 2.1. The contractor shall also maintain a Vessel Deck Log for the TWR-841. The log entries shall be delivered in accordance with CDRL B008.
- 4.1.14 When not in use, the contractor shall moor all range craft under all conditions.
- 4.1.15 The contractor shall supply consumables and repair parts in support of routine operations and maintenance.
- 4.1.16 The contractor shall provide transportation via range craft of government riders to locations within 10 miles of NBTF in support of range operations.
- 4.1.17 The contractor shall provide and follow a Port Watch Standing Procedure that shall address changing or threatening weather conditions as well as vessel berthing at Still Water Basin (SWB) and away from home potential hazardous conditions. The Port Watch Standing Procedure shall be delivered in accordance with B007.
- 4.1.18 The contractor shall respond to alerts from NUWDIVNPT Security concerning alarms associated with the TWR-841. These alarms include Intrusion, Flooding, and Loss of Electrical Power. The response time shall be one hour or less.

4.2 Maintenance and Operations (Irregularly Scheduled)

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- 4.2.1 In support of test events, the contractor shall operate both the TWR-841 and R/V Tiburon concurrently. In addition, test support may be required on a 24/7 basis. Typical non-overnight test days will be a maximum of 12-hours.
- 4.2.2 The contractor shall perform unscheduled corrective maintenance as required on all vessels listed in section 2.1. The contractor shall coordinate and perform maintenance and repairs using best commercial practices on all vessels. To the maximum extent possible, the contractor shall perform maintenance at NUWC SWB. The contractor shall deliver weekly Maintenance Accomplishment Reports in accordance with CDRL A002.
- 4.2.3 The contractor shall supply one vessel (non-GFE) of approximately 60-80 foot length with a lifting capacity of 2,000 pounds (crane, davit, or A-frame) on an as-needed basis to support testing at the NBTF. It is anticipated that this vessel will be required up to eight times per year for five days per test event.
- 4.2.4 The contractor shall identify consumable and repair parts to meet the non-routine operations and maintenance requirements. The contractor shall provide a list of consumable and repair parts to the Government. The list will be used by the Government as an input to determine the required material and parts to be ordered under technical instructions. The contractor shall supply consumables and repair parts in support of non-routine operations and maintenance.
- 4.2.5 The contractor shall prepare specifications and work packages, for scheduled and unscheduled yard periods for government review and approval, to ensure proper completion of all shipyard overhaul and upkeep of craft identified in section 2.1. The contractor shall deliver the Comprehensive Regular Overhaul Job Listing in accordance with CDRL A001
- 4.2.6 The contractor shall provide torpedo recovery services in local waters (RI-MA-CT) or at off-site locations and aboard contracted and government vessels. The contractor shall also provide shore based torpedo recovery services. The contractor shall provide mobilization and demobilization services in preparation for, or returning from, a torpedo recovery operation, or prepare torpedo recovery equipment for shipment offsite.
- 4.2.7 The contractor shall provide torpedo recovery equipment maintenance services at NUWCDIVNPT. Maintenance services include assembly/disassembly, repairs, and weight testing of torpedo recovery equipment. The contractor shall deliver weekly Maintenance Accomplishment Reports in accordance with CDRL A002.
- 4.2.8 The contractor shall maintain the hazardous waste Satellite Accumulation Areas (SAA). Hazardous waste shall be accumulated, stored, and processed on turn-in forms to the NUWCDIVNPT Environmental Branch for the SAAs.
- 4.2.9 The contractor shall maintain a current inventory list of hazardous materials (e.g., paints, solvents, oils, etc.) that are on hand at the NBTF.
- 4.2.10 The contractor shall oversee the refueling of all the vessels listed in Section 2.1.
- 4.2.11 Upon return from a torpedo recovery operation, the contractor shall offload at SWB any weapons recovered.

5.0 Progress Reports

The contractor shall provide and submit cost and performance data in accordance with clause UW-C-2-0001, Cost and Performance Reporting and CDRL A003 and B004.

6.0 Government Property/Equipment/Information/Material

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The Government will provide a list of Government-owned property available for contractor use under this task order as an attachment to the solicitation and resulting Task Order award, for the purpose of performing tasks, as well as for gathering and delivering data that are directly related to the SOW.

In addition, the following Government Furnished Information (GFI) will be identified under individual technical instructions and made available under this task order.

Document Reference Number	Document Name	SOW Tasks
6.1	Range Operations Schedule	4.1.1, 4.1.7, 4.2.1

7.0 Quality Surveillance and Performance Standards

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables. Contractor performance will be measured against the specific standards and metrics identified in the Performance Requirements Summary Table, included in section J of the task order.

The following Clauses are incorporated by Full Text:

CONTRACTOR MANPOWER REPORTING (ECMRA) (OCT 2017)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

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

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

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

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure

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for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

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

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

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

HQ C-2-0003 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (MAR 2011)

(a) In compliance with the comparability requirement of 10 U.S.C. 7314, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory.

(b) Pursuant to the clause of this contract entitled "GOVERNMENT SUPPLY SOURCES" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered and/or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipments, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This job order has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipments and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore materials, equipments, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipments, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

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Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, and be permitted, within the plant and on the vessel(s) to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

Note: For purposes of the above Clause HQ C-2-0004, "Supervisor" is the Contracting Officers Representative.

HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of

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hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

HQ C-2-0016 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (APR 2015)

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.15). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations, which it may have for compliance with the aforesaid regulations.

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

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

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

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

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable,

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notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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appropriate.

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

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

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

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

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

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

UW C-2-0001 COST AND PERFORMANCE REPORTING (MAR 2017)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

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

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

(2) Submission and Acceptance/Rejection:

The contractor shall submit 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.

NOTE: UW C-2-0001 COST AND PERFORMANCE REPORTING (MAR 2017) IS APPLICABLE TO COST TYPE

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CLINs/SLINs ONLY.

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SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 DATA PACKAGE LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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

Mark For:

Receiving Officer, Naval Station Newport

47 Chandler Street

Newport, RI 02841-1716

NUWC Division, Newport Code and POC: Brian Rochelle, Code 70

Contract #/Order #: N0017814D7830/N6660418F3019

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

Note: Applicable to 9000 series CLINs only.

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SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

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

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

The following Clauses are incorporated by Full Text:

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

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

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

Items: **7000 Series CLINs** - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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

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

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (APR 2017)

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

SECTION F DELIVERABLES OR PERFORMANCE

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

8100	9/4/2018 - 9/3/2019
8101AA	9/4/2018 - 9/3/2019
9100	9/4/2018 - 9/3/2019
9101AA	9/4/2018 - 9/3/2019

The following Clauses are incorporated by Full Text:

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

CLIN	Funding	Base or Option #	Period of Performance
7100	SCC	Option 1*	9/4/2018-9/3/2019
7200	SCC	Option 2*	9/4/2019-9/3/2020
7300	SCC	Option 3*	9/4/2020-9/3/2021
7400	SCC	Option 4*	9/4/2021-9/3/2022
7500	SCC	Option 5*	9/4/2022-9/3/2023

***If option is exercised**

PERIOD OF PERFORMANCE NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed (12) months.

PERFORMANCE LANGUAGE FOR FFP SERVICES

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

CLIN	Funding	Base or Option #	Period of Performance
8100	SCC	Base	9/4/2018-9/3/2019
8200	SCC	Option 6*	9/4/2019-9/3/2020
8300	SCC	Option 7*	9/4/2020-9/3/2021
8400	SCC	Option 8*	9/4/2021-9/3/2022
8500	SCC	Option 9*	9/4/2022-9/3/2023

*** If option is exercised**

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PERIOD OF PERFORMANCE NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed (12) months.

PERFORMANCE LANGUAGE FOR ODC CLINs

For 9000 Series CLINs: ODCs to be furnished hereunder shall be performed and completed, as follows:

CLIN Funding Base or Option # Period of Performance

9100	SCC	Base	9/4/2018-9/3/2019
9200	SCC	Option 10*	9/4/2019-9/3/2020
9300	SCC	Option 11*	9/4/2020-9/3/2021
9400	SCC	Option 12*	9/4/2021-9/3/2022
9500	SCC	Option 13*	9/4/2022-9/3/2023

* If option is exercised.

NOTE: 9000 series ODC CLINs may be exercised at time of corresponding 7000 series CPFF option exercise or corresponding 8000 series FFP option exercise.

PERIOD OF PERFORMANCE NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed (12) months.

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, Exhibit A and Exhibit B.

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

NOTE TO THE PAYMENT OFFICE (MAY 2018) DFARS PGI 204.7108

The Payment Office shall ensure that each payment under this contract is made in accordance with the payment instructions at the following link: https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

252.204-0001 Line Item Specific: Single Funding (SEP 2009)

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

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

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

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

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

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

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

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

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

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

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

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

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

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

Cost Voucher (FOR 7000 AND 9000 SERIES CLINs)

2-in-1 (FOR 8000 SERIES CLINs)

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

NOT APPLICABLE FOR COST VOUCHER

DESTINATION/DESTINATION FOR 2-in-1

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF for 7000 and 9000 Series CLINs</i>	<i>Data to be entered in WAWF for 8000 Series CLINs</i>
Pay Official DoDAAC	HQ0339	HQ0339
Issue By DoDAAC	N66604	N66604
Admin DoDAAC	S0512A	S0512A
Inspect By DoDAAC	Not Applicable	Not Applicable
Ship To Code	Not Applicable	Not Applicable
Ship From Code	Not Applicable	Not Applicable
Mark For Code	Not Applicable	Not Applicable
Service Approver (DoDAAC)	N66604	N66604
Service Acceptor (DoDAAC)	Not Applicable	Not Applicable
Accept at Other DoDAAC	Not Applicable	Not Applicable
LPO DoDAAC	Not Applicable	Not Applicable
DCAA Auditor DoDAAC	HAA05C	HAA05C
Other DoDAAC(s)	Not Applicable	Not Applicable

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

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

Brian.Rochelle@navy.mil

(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.

-NAVSEA WAWF Helpdesk: WAWFHQ@navy.mil; or

-Jerry Palmer at (401)832-4964 or gerard.palmer@navy.mil or

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

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

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

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

UW G-2-0002 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2017) (Alternate I)

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

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

(c) The Contracting Officer is:

Name: Alison Wicks

Telephone: 401-832-8277

Email: Alison.C.Wicks@navy.mil

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(d) The Negotiator is:

Name: Alison Wicks

Telephone: 401-832-8277

Email: Alison.C.Wicks@navy.mil

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

Name: Brian Rochelle

Code: 70

Telephone: 401-832-4278

Email: Brian.Rochelle@navy.mil

(f) Ombudsman for the Naval Undersea Warfare Center Division, Newport, RI is:

Name: Dawn Griffin

Telephone: 401-832-4005

Email: Dawn.Griffin@navy.mil

(g) Contractor's Representative is:

Name: Stuart Birdsey

Title: Director of Business Development

Mailing Address: 2060 Knoll Drive, Suite 100, Ventura, CA 93003

E-Mail Address: stuart@metsonmarine.com

Telephone: 805-585-5476

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

Name: Robert Golden

Title: Senior Technical Representative

Mailing Address: 2060 Knoll Drive, Suite 100, Ventura, CA 93003

E-Mail Address: TBD

Telephone: TBD

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

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the

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following items to be retained by the PCO:

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

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

(1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), and (47).

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

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

Accounting Data

SLINID	PR Number	Amount
8101AA	130057614600003	
LLA :		
AA 97X4930 NH6A 257 77777 0 050120 2F 000000 A10004655895		
9101AA	130057614600004	
LLA :		
AA 97X4930 NH6A 257 77777 0 050120 2F 000000 A10004655895		

BASE Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

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

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

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

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

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

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

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 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,

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truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting

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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.

5252.227-9113 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>

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

Note: See Attachment #6, List of Key Personnel .

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5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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

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

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s): **See Attachment # 2 Incidental Government Property list**. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

UW H-2-0002 PROHIBITION ON TELECOMMUNICATIONS (MAR 2017)

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

UW H-2-0004 CONTRACTOR REQUIREMENTS FOR PERFORMANCE ON A GOVERNMENT SITE (AUG 2017)

(a) Contractor personnel shall comply with the following when conducting performance at NUWC DIVNPT. Please see the following website for access to NUWC DIVNPT:

<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Contact-Us/Mandatory-Visit-Request/>

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

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(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Division Newport Environmental Policy" prior to commencing performance at any NUWC DIVNPT site. This document is available at: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWC DIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

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

- (1) Permit required Confined Space Program
- (2) Control of Hazardous Energy (Lock out / Tag out)
- (3) Respiratory Protection
- (4) Walking-Working Surfaces, Fall Protection Program and Scaffolding

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

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

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SECTION I CONTRACT CLAUSES

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

a. FAR:

- 52.202-1 Definitions (NOV 2013)**
- 52.203-3 Gratuities (APR 1984)**
- 52.203-5 Covenant Against Contingent Fees (May 2014)**
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)**
- 52.203-7 Anti-Kickback Procedures (MAY 2014)**
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)**
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)**
- 52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)**
- 52.203-17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (APR 2014)**
- 52.204-2 Security Requirements (AUG 1996)**
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)**
- 52.204-13 System for Award Management Maintenance (OCT 2016)**
- 52.209-2 Prohibition On Contracting With Inverted Domestic Corporations--Representation (Nov 2015)**
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)**
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)**
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)**
- 52.215-2 Audit and Records - Negotiation (OCT 2010)**
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)**
- 52.216-7 Allowable Cost and Payment (Jun 2013)**
- 52.216-8 Fixed Fee (JUN 2011)**
- 52.219-8 Utilization of Small Business Concerns (Nov 2016)**
- 52.219-14 Limitations on Subcontracting (Jan 2017)**

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- 52.219-28 Post-Award Small Business Program Rerepresentation (Jul 2013)**
- 52.222-3 Convict Labor (JUN 2003)**
- 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)**
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies (OCT 2016)**
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)**
- 52.222-26 Equal Opportunity (SEP 2016)**
- 52.222-35 Equal Opportunity for Veterans (OCT 2015)**
- 52.222-36 Affirmative Action for Workers with Disabilities (JUL 2014)**
- 52.222-37 Employment Reports on Veterans (FEB 2016)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**
- 52.222-41 Service Contract Labor Standards (MAY 2014)**
- 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014)**
- 52.222-50 Combating Trafficking in Persons (MAR 2015)**
- 52.222-54 Employment Eligibility Verification (OCT 2015)**
- 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)**
- 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)**
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)**
- 52.225-13 Restriction on Certain Foreign Purchases (Jun 2008)**
- 52.227-1 Authorization and Consent (DEC 2007)**
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)**
- 52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014)**
- 52.228-5 Insurance -- Work on a Government Installation (Jan 1997)**
- 52.229-3 Federal, State, and Local Taxes (FEB 2013)**
- 52.232-1 Payments (APR 1984)**
- 52.232-18 Availability of Funds (Apr 1984)**
- 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)**
- 52.232-20 Limitation of Cost (APR 1984)**

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- 52.232-22 Limitation of Funds (APR 1984)**
- 52.232-23 Assignment of Claims (May 2014)**
- 52.232-25 Prompt Payment (JUL 2013)**
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)**
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)**
- 52.233-1 Disputes (MAY 2014)**
- 52.233-3 Protest After Award (Alternate I)(AUG 1996)**
- 52.233-4 Applicable Law For Breach Of Contract Claim (OCT 2004)**
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)**
- 52.237-3 Continuity of Services (Jan 1991)**
- 52.242-1 Notice of Intent to Disallow Costs (Apr 1984)**
- 52.243-1 -- Changes -- Fixed-Price (Aug 1987)**
- 52.243-2 Changes -- Cost-Reimbursement (Aug 1987)**
- 52.244-6 Subcontracts for Commercial Items (JAN 2017)**
- 52.245-1 Government Property (JAN 2017)**
- 52.245-9 Use and Charges (APR 2012)**
- 52.246-23 Limitation of Liability (FEB 1997)**
- 52.246-25 Limitation of Liability - Services (FEB 1997)**
- 52.249-2 -- Termination for Convenience of the Government (Fixed-Price) (APR 2012)**
- 52.249-6 -- Termination (Cost-Reimbursement) (MAY 2004)**
- 52.249-8 -- Default (Fixed-Price Supply and Service) (APR 1984)**
- 52.251-1 -- Government Supply Sources (APR 2012)**
- b. DFARS:**
- 252.201-7000 Contracting Officer's Representative (DEC 1991)**
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)**
- 252.203-7001 Prohibition on Person Convicted of Fraud or Other Defense-Related Felonies (DEC 2008)**
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)**
- 252.203-7003 Agency Office of the Inspector General (DEC 2012)**

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- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)**
- 252.204-7000 Disclosure of Information (OCT 2016)**
- 252.204-7003 Control of Government Personnel Work Product (APR 1992)**
- 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)**
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)**
- 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Reporting (OCT 2016)**
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)**
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)**
- 252.211-7007 Reporting of Government-Furnished Property (AUG 2012)**
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)**
- 252.225-7048 Export Controlled Items (JUN 2013)**
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)**
- 252.227-7039 Patents--Reporting of Subject Inventions (APR 1990)**
- 252.231-7000 Supplemental Cost Principles (DEC 1991)**
- 252.232-7010 Levies on Contract Payments (DEC 2006)**
- 252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)**
- 252.235-7011 Final Scientific or Technical Report (JAN 2015)**
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)**
- 252.245-7002 Reporting Loss of Government Property (APR 2012)**
- 252.245-7003 Contractor Property Management System Administration (APR 2012)**
- 252.245-7004 Reporting, Reutilization, and Disposal (SEP 2016)**
- 252.247-7023 Transportation of Supplies by Sea (APR 2014)**

The following Clauses are incorporated by Full Text:

52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION)(APR 2015)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the

periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Option No.	CLIN	Fund Type	Exercise Date – No Later Than
1	7100	SCC	8/4/2019
2	7200	SCC	9/3/2019
3	7300	SCC	9/3/2020
4	7400	SCC	9/3/2021
5	7500	SCC	9/3/2022
6	8200	SCC	9/3/2019
7	8300	SCC	9/3/2020
8	8400	SCC	9/3/2021
9	8500	SCC	9/3/2022
10	9200	SCC	9/3/2019
11	9300	SCC	9/3/2020
12	9400	SCC	9/3/2021
13	9500	SCC	9/3/2022

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

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

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

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

and

OFFICE OF PERSONNEL MANAGEMENT:

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

52.244-2 Subcontracts (OCT 2010)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater 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: **Any new subcontractors performing a portion of the level of effort not approved in the original task order award.**

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

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

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

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(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 entitled to reimbursement from the Government.

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

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Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **None**

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SECTION J LIST OF ATTACHMENTS

Exhibit "A": DD Form 1423 - Contract Data Requirements List (with Addendum)

Exhibit "B": DD Form 1423 - Contract Data Requirements List (with Addendum)

Attachment 1: DD Form 254 - Contract Security Classification Specification

Attachment 2: Incidental Government Property Made Available Form

Attachment 3: Performance Requirements Summary Table (PRST)

Attachment 4: Wage Determination No.: 2015-0213, Rev. 11 dated 07/09/2018

Attachment 5: Wage Determination No.: 2015-4089, Rev. 8 dated 07/03/2018

Attachment 6: List of Key Personnel